

CONTRACT DOCUMENTS FOR

SCAVENGER SERVICES AT THE O'BRIEN WATER RECLAMATION PLANT

CONTRACT 26-713-11

(1652776)



Protecting Our Water Environment

Metropolitan Water Reclamation District of Greater Chicago

ROOM 508, 100 EAST ERIE STREET
CHICAGO, ILLINOIS 60611-3154

2026

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**NOTICE
INVITATION TO BID
TO
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR**

SCAVENGER SERVICES AT THE O'BRIEN WATER RECLAMATION PLANT

CONTRACT 26-713-11

PROPOSALS ARE DUE APRIL 21, 2026

Sealed proposals, endorsed as above, will be submitted to the Metropolitan Water Reclamation District of Greater Chicago (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 ("CT"), on the bid opening date, and will be opened publicly by the Director of Procurement and Materials Management or her designee at 11:00 A.M. CT on April 21, 2026. The public cannot attend but can view the bid opening at <https://mwrđ.org/bid-opening/>.

No bids will be accepted after 11:00 A.M. CT 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." The Euna link is unique to each solicitation. Bids will be deemed non-responsive if not submitted using the project-specific Euna URL link provided by the District with the bidding documents.

Tenders are invited to furnish all necessary labor, supervision, tools, equipment, materials and appurtenances, including transportation, necessary to provide scavenger services to the O'Brien Water Reclamation Plant, 3500 W. Howard St., Skokie, IL 60076, for a period of thirty-six (36) months. The services shall include supplying an adequate number of empty containers for storage of collected waste material, as well as hauling and lawfully disposing of the waste material at a site or sites provided by the Contractor. Wastes include recyclable waste, trash, rubbish, screenings, grit, scum, tires, landscape waste, timber and railroad ties, debris and special waste debris.

The Contract is divided, for purposes of bidding, into thirty (30) bid Items. Bidders must bid on all thirty (30) bid Items or the bid will be considered non-responsive. The District intends to award one (1) Contract to one (1) Bidder for all the work specified herein.

The estimated cost of the work under this Contract is not to exceed \$1,423,000.00.

Funding of all Contract items is subject to the Board of Commissioners' approval of the District's budget for all years under this Contract.

There is no bid deposit for this Contract. A Contractor's bond will be required. Please refer to the CONTRACTOR'S BOND section in the Agreement for additional information about this requirement.

The District intends to obtain as much work as possible without exceeding the above-stated value. However, Bidders are cautioned that, due to unforeseen operating conditions, the full amount may not be expended.

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.mwrd.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@mwrd.org or call 312-751-6643.

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 → (Find correct project) → Ask a Question. 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 (1) 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.

Bidders shall acknowledge receipt of each addendum issued in the space provided on the proposal signature page or submit a signed copy of each addendum with the Bidder's proposal at the time and date set to receive bids.

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 Bidder must submit with their proposals a signed and completed **MBE/WBE Utilization Plan** which lists each business intended to be used as an MBE and/or 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 are the Signature Section and 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. If the Bidder lists itself on the MBE/WBE Utilization Plan, an MBE/WBE Subcontractor's Letter of Intent from the Bidder to itself must be included. 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 an 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-1.

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.

VBE goals are separate from Minority-owned Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) goals. An Eligible Veteran who is also an MBE or WBE may be dual-utilized to fulfill both goals. However, the three-percent (3%) VBE goal must be accomplished in addition to the M/WBE goals set forth in this Contract.

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 UP-5. 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 within (3) calendar days of receiving the written request.

The work under this Contract is classified as "Hauling Services" for the Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE), and Veteran-owned Business Enterprises (VBE) Utilization goals contained in the Affirmative Action Ordinance Revised Appendix D. **The associated utilization goals for this Contract are 20% MBE, 13% WBE and 3%VBE. Should you have any questions, please contact the Diversity Office at 312-751-4034.**

It is required that the prospective Bidder sign the Utilization Plan contained within the Contract Document.

The Contractor agrees to 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 Bidder or Bidders to whom the Contract(s) is (are) awarded must be prepared to comply with the requirements, goals, terms, and conditions of the Affirmative Action Ordinance Revised Appendix D, and Appendix V, throughout the life of the Contract. Please contact the Diversity Office at 312-751-4034 should you have any questions.

A Voluntary Technical Pre-Bid Conference will be held online via a Zoom meeting on Tuesday, April 7, 2026, at 11:00 a.m. CT. The link to the Zoom meeting is attached in a separate document under the "Additional Documents" column on the District's website at mwr.d.org ([Doing Business](#) → [Procurement & Materials Management](#) → [Contract Announcements](#) → [\(Find correct project\)](#) → [Bidding Documents](#)). The purpose of the Voluntary Technical Pre-Bid Conference 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 to seek clarification of technical or procedural aspects of this Contract. There will be a Q&A session at the end of the meeting. Also, Bidders must give their contact information in order to register for the conference, prior to entering the Zoom Pre-Bid meeting.

In addition to being able to raise questions at this Voluntary Technical Pre-Bid Conference, Bidders are hereby reminded they may raise questions to the District's Question and Answer Board, online at the District's website, at www.mwrd.org. The path is as follows: Doing Business → Procurement and Materials Management → Contract Announcements → (Find correct project) → Ask a Question.

Bidders are **STRONGLY URGED** to inspect all areas of the work sites prior to bidding, in order to familiarize themselves with the nature of the work and the method of accomplishing the same. To schedule an appointment to inspect the work sites, prospective Bidders may contact the Resident Engineer, Mr. Jawad Rahman, at rahmani2@mwrd.org, and at (847) 568-8323, between the hours of 8:00 A.M. and 3:00 P.M., Monday through Friday.

Bidders are hereby cautioned that no questions will be taken during any of the site inspections. **As noted above:** Bidders are reminded they may instead raise questions to the District's Question and Answer Board, online at the District's website, at www.mwrd.org. The path is as follows: Doing Business → Procurement and Materials Management → Contract Announcements → (Find correct project) → Ask a Question.

The contact person for this Contract is Mr. Jawad Rahman. Mr. Rahman will provide online responses to online inquiries.

Bidders should read page R-2, paragraph 6, in regards to questions on this Contract.

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
March 25, 2026

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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 project-specific Euna 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.

EUNA-2

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 filled out and signed, where required.
2. Affidavit Page (AF-1) filled out, signed, and notarized, where required.
3. Proposal pages with bid prices.

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.

4. MBE/WBE Utilization Plan and Signature Page, pages UP-1 to UP-5.

The Bidder themselves should sign the signatory page, Page UP-4, not the subcontractor(s).

5. MBE/WBE Subcontractor's Letter of Intent, page UP-6, for each firm listed on the Utilization Plan.
6. Appendix V, Page V-4, Veteran-Owned Business Enterprise (VBE) Contracting Policy Requirements, VBE COMMITMENT FORM.

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

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 March 25, 2026.

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/her 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/her 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.

1. DELETE Section (3) of the General Specifications on pages GS-2-3.
2. DELETE Section (25) of the General Specifications on page GS-12.
3. DELETE Section (30) of the General Specifications on pages GS-13-14.
4. DELETE Section (31) of the General Specifications on page GS-14.
5. DELETE Article 6 of the General Conditions on page GC-4.
6. DELETE Article 23 of the General Conditions on pages GC-11 – GC-14.
7. DELETE Article 30 of the General Conditions on pages GC-16 and GC-17.
8. DELETE Article 33 of the General Conditions on page GC-18.

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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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. 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.
23. 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.
24. 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.
25. If Revised Appendix D and/or Appendix Vis a part of the Contract, the Bidder shall comply with the described requirements.
26. 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.

27. The Director of Procurement and Materials Management reserves the right to waive technicalities and to reject any or all proposals.
28. 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.

(VENDOR MUST UPLOAD INTO EUNA PORTAL)

P-1

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
PROPOSAL FOR

SCAVENGER SERVICES AT THE O'BRIEN WATER RECLAMATION PLANT

CONTRACT 26-713-11

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.

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, in the bid pricing spreadsheet, 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 compensation for 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.

The Contract is divided, for purposes of bidding, into thirty (30) bid Items. Bidders must bid for all thirty (30) bid Items or the bid will be considered non-responsive. The District intends to award one (1) Contract to one (1) Bidder for all the work specified herein.

The bid quantities shown on the Bid Pricing Spreadsheet are estimates only and are used only for the purpose of comparing bids and for establishing unit prices, and for no other purpose. The District makes no guarantee as to how many scavenger services or other Contract bid Items will be called for under these Items.

Notwithstanding the unit pricing, Extensions, and TOTAL BID shown, the total value of the work ordered under this Contract is not to exceed \$1,423,000.00; or the value of the lowest acceptable bid, at the discretion of the Engineer. The District intends to obtain as much work as possible without exceeding the above stated value(s) but the Contractor is advised, however, that due to unforeseeable operational and maintenance requirements, site and weather conditions, and the unpredictable nature of the work, the full amount may not be expended.

Work ordered under any of the above items may range from no work at all to an amount exceeding the estimate of any particular Item. The District makes no guarantee as to how much Contract work will be called for under this Contract; further the District makes no guarantee that any work will be ordered under any particular Item.

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

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 THE LAST SECTION OF THE DETAIL SPECIFICATIONS.

QUALIFICATIONS

The District reserves the right to determine, after bids are received but before the Contract is awarded, if the Bidder can meet the specifications and requirements of the Contract. The Bidder shall demonstrate to the Resident Engineer's satisfaction that their service, knowledge and experience are acceptable to fulfill the requirements of the Contract.

The Contract will be awarded to the Bidder with the lowest qualified bid. If the lowest bid is not acceptable, the Resident Engineer will evaluate the next lowest bid in the same manner until an acceptable bid is determined. All Bidders agree that the Resident Engineers' decision regarding this requirement shall be final and binding.

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 trades people and other classifications of labor necessary to perform the work required, and furthermore, the prior work experience stipulated in the Affidavit, page AF-1, reflects such expertise.

The successful Bidder shall demonstrate adequate and responsible control and supervision over all the personnel and equipment to be used under this Contract.

The Bidder shall be an established scavenger services firm that has a minimum of three (3) years proven satisfactory experience of a similar size and scope and shall show proof of such before Contract is awarded. The low Bidder shall demonstrate to the Resident Engineer's satisfaction that his/her knowledge and experience are acceptable to meet the specifications herein.

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 requirements of this section.

Failure to provide sufficient documentation and proof of qualifications as specified above to the satisfaction of the Resident Engineer may be grounds for rejection of the bid.

AFFIRMATIVE ACTION REQUIREMENTS

Each Bidder must submit with their proposals a signed and completed **MBE/WBE Utilization Plan** which lists each business intended to be used as an MBE and/or 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 are the Signature Section and 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. If the Bidder lists itself on the MBE/WBE Utilization Plan, an MBE/WBE Subcontractor's Letter of Intent from the Bidder to itself must be included. 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 an 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-1.

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.

VBE goals are separate from Minority-owned Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) goals. An Eligible Veteran who is also an MBE or WBE may be dual-utilized to fulfill both goals. However, the three-percent (3%) VBE goal must be accomplished in addition to the M/WBE goals set forth in this Contract.

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 UP-5. 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 within (3) calendar days of receiving the written request.

The work under this Contract is classified as "Hauling Services" for the Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE), and Veteran-owned Business Enterprises (VBE) Utilization goals contained in the Affirmative Action Ordinance Revised Appendix D. **The associated utilization goals for this Contract are 20% MBE, 13% WBE and 3%VBE. Should you have any questions, please contact the Diversity Office at 312-751-4034.**

It is required that the prospective Bidder sign the Utilization Plan contained within the Contract Document.

The Contractor agrees to 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 Bidder or Bidders to whom the Contract(s) is (are) awarded must be prepared to comply with the requirements, goals, terms, and conditions of the Affirmative Action Ordinance Revised Appendix D, and Appendix V, throughout the life of the Contract. Please contact the Diversity Office at 312-751-4034 should you have any questions.

The Contractor agrees that in the event of failure to comply with all requirements in APPENDIX D, the District may withhold fifty percent (50%) of the current progress payment due to the Contractor. The Contractor also agrees that following the withholding of fifty percent (50%) of the current progress payment, no further progress payments will be made until the Contractor is in compliance with the above requirements.

EXECUTION OF PROPOSAL

If Bidder is a corporation, the president and secretary shall execute the proposal. The corporate seal shall be affixed to the signature page. In the event that 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(s) to execute the Contract 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 thereto.

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, 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, and remain, registered to do business in the State of Illinois. The registration of all corporations must be, and remain, in good standing. The District will check the status of corporations on the Illinois Secretary of State's official website at www.ilsos.gov.

If the Bidder is a "Partnership", "Joint Venture", or "Sole Proprietor" operating under an Assumed Name, as applicable, the Bidder 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.

A foreign L.L.C. must register with the Illinois Secretary of State's office pursuant requirements of the Limited Liability Company Act, 805 ILCS 180. If the L.L.C. fails to so register, this Bidder may be deemed non-responsive by the Director of Procurement and Materials Management and the bid may be rejected.

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 throughout the life of the Contract, except for changes in scope of work approved under Article 7 of the General Conditions or unanticipated adjustments to any mandatory costs specifically required in the Contract or by law, or except as otherwise specified 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 the above in their bid prices.

PROPOSAL SIGNATURE PAGE

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 after the date for submission has passed.

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 and remain 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., 20_____.

LEGAL NAME OF FIRM _____

SIGNATURE OF AUTHORIZED OFFICER _____

(signature here, 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 contained in 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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A-1
AGREEMENT

With
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
For

SCAVENGER SERVICES AT THE O'BRIEN WATER RECLAMATION PLANT

CONTRACT 26-713-11

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 to be made as provided for herein, to the Contractor by
said District, and under the penalty expressed in the bond hereto attached, at their proper
cost and expense to furnish all the supervision, labor, tools, equipment, trucking, and
materials called for by this Agreement (free from all claims, liens, and charges
whatsoever, against monies due or to become due the Contractor), in the manner and in
the time and under the conditions hereinafter specified, and to perform all the work
required as specified in the Contract Documents.

LOCATIONS

The work specified under this Contract shall be performed at the O'Brien Water
Reclamation Plant (OWRP), 3500 W. Howard Street, Skokie, IL 60076, and at the North
Branch Pumping Station, 4860 N. Francisco Avenue, Chicago, IL 60625.

DESCRIPTION OF WORK

The Contractor shall furnish all necessary labor, supervision, tools, equipment, materials
and appurtenances, including transportation, necessary to provide scavenger services to
the above-cited locations, for a period of thirty-six (36) months. The services include
supplying an adequate number of empty containers for storage of collected waste
material, as well as hauling and lawfully disposing of the waste material at a site or sites
provided by the Contractor. Wastes include recyclable waste, trash, rubbish, screenings,
grit, scum, tires, landscape waste, timber and railroad ties, debris and special waste
debris.

A more detailed description of the work is given in the Detail Specifications attached
hereto.

CONTRACT DOCUMENTS

The Contract Documents consist of the following:

TITLE OF DOCUMENT	PRINTED OR DATED	CONSISTING OF PAGES
Invitation to Bid	March 25, 2026	I-1 to I-5
Submission Via the Euna Portal	March 25, 2026	Euna-1
Required Documents to be included with the Bid Submission	March 25, 2026	Euna-2
Authority for Attached Proposal	June 2020	AU-1
Requirements for Bidding and Instructions to Bidders	September 2025	R-1 to R-6
Proposal Pages with Bid Pricing	April 21, 2026	P-1 to P-7
Proposal Signature Page	April 21, 2026	P-8
Affidavit	June 2025	AF-1
Agreement	-----	A-1 to A-15
Contractor's Bond	June 2025	B-1 and B-2
General Specifications	August 2025	GS-1 to GS-16
Detail Specifications	March 25, 2026	DS-1 to DS-19
Tables and Plans	March 25, 2026	Attachments 1 and 2
General Conditions	August 2025	GC-1 to GC-20
Affirmative Action Ordinance, Revised Appendix D	December 31, 2022	D-1 thru D-33
MBE/WBE Utilization Plan, Waiver Request, and the MBE/WBE Subcontractor's Letter of Intent	December, 2022	UP-1 thru UP-6
Assist Agency List	January 26, 2026	AA 1 thru AA 3
Appendix V		
Veteran-Owned Business Enterprise (VBE)		
Contracting Policy Requirements	May 1, 2023	V-1 thru V-4
Important Note to Bidders	June 2025	Pages 1 and 2

The above listed Contract Documents are attached hereto. If Contract Documents are downloaded online from the District's website, the Bidder shall attach, and is responsible for attaching, all of the above listed contract documents. All of the covenants, terms and stipulations in these Contract Documents form the Contract and are hereby made a part thereof.

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

This Agreement and its attached Exhibits and Appendices constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between the District and Contractor as to the subject matter hereof. In the event that any of the provisions of this Agreement, the Detail Specifications, the General Specifications, and/or the 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 General Specifications and/or General Conditions, the provisions of the Detail Specifications shall govern and control. In the event of a conflict between the terms of any of the above documents and this Agreement, this Agreement controls.

TIME

It is understood and agreed that the Contractor shall furnish the specified scavenger services commencing upon approval of the Contractor's bond, and terminating three-years (36-months) thereafter, or upon expenditure of available funds, whichever occurs sooner.

For on-call services, when notified by the Engineer before 12:01 p.m. central time (CT), on any day, Sunday through Saturday, the Contractor shall remove and replace containers within four hours. When notified by the Engineer after 12:01 p.m. CT noon, on any day, the Contractor shall remove and replace containers the following morning.

For scavenger services to be performed on a fixed schedule/regular frequency, the Contractor shall perform the specified scavenger service on the day the service is scheduled to occur, and within the specified time window (prior to 3:30 p.m., unless

A-4

otherwise noted). When a specific time window is specified, the Contractor shall perform the service on the day the service is scheduled to occur, within the specified time window.

When the Engineer notifies the Contractor of wet weather and/or emergency conditions, the Contractor shall remove and replace filled containers within three hours of such notification.

LIQUIDATED DAMAGES

For on-call services, the Contractor agrees to pay to the District, as liquidated damages, in accordance with Article 24 of the General Conditions, and as specified in the Detail Specifications, the following amounts for each hour beyond the days and times specified in the "TIME" section above, that he/she is late in responding to the Engineer's notification. Similarly, in cases where a service is specified to be performed on a fixed schedule/regular frequency, the Contractor agrees to pay to the District, as liquidated damages, in accordance with Article 24 of the General Conditions, and as specified in the Detail Specifications, the following amounts for each hour he/she is late in performing scavenger services on the day the service is scheduled to occur, and within the specified time window:

For containers of 10 cubic yards or more:	\$30.00
For containers of 4 to 9 cubic yards:	\$20.00
For containers less than 4 cubic yards:	\$10.00

In addition, the Contractor agrees to pay to the District, as liquidated damages, the sum of Fifty Dollars (\$50.00) per hour, for each and every hour beyond the times specified in the "TIME" section above, that he/she is late in responding to the Engineer's notification, in cases where the requested scavenger service is to be performed at non-staffed, outlying locations or facilities, as specified in the Detail Specifications;

In addition, the Contractor agrees to pay to the District, as liquidated damages, the sum of Twenty-Five Dollars (\$25.00) for each and every calendar day, for any material, equipment and each container that the Contractor does not remove from the work site or sites within one (1) week of the termination of this Contract;

In addition, the Contractor agrees to pay to the District, as liquidated damages, the sum of Twenty-Five Dollars (\$25.00) for each and every calendar day, beyond sixty (60) calendar days, that scum container modifications and/or improvements requested by the Resident Engineer have not been completed;

In addition, the Contractor will also be assessed the sum of One Hundred Dollars (\$100.00), per calendar day, per accident, which causes damage to District, private or neighboring property, or injury, for failing to report the accident or injury to the Resident Engineer within twenty-four (24) hours after the occurrence;

Finally, the Contractor also agrees to pay the sum of One Hundred Dollars (\$100.00) for each occurrence of any driver's failure to have a valid driver's licenses for the class of vehicle being driven, as specified in the Detail Specifications.

A-5

Each assessment of liquidated damages shall be considered independent and separate. Liquidated Damages may be applied both concurrently and independently. Liquidated damages may be deducted in whole or in part from any monies due to the Contractor under the terms of this Contract.

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. The objection shall include all written documentation in support of the Contractor's claim. The filing date of the objection is determined by the United States Post Office post mark date on the envelope. Failure to file said written objection to the assessment of liquidated damages within thirty (30) calendar days of the notice shall be deemed agreement to the assessment and waiver of a right to appeal.

PROGRESS ESTIMATES, INVOICES AND PAYMENT

The District agrees to pay the Contractor, in accordance with the General Conditions and the Detail Specifications, on or before the expiration of thirty (30) calendar days following approval of the Contractor's invoice. To facilitate payment thereof, invoices shall be rendered in duplicate, shall be identified by a notation of the Contract number 26-713-11, the Purchase Order number, and shall be in a format acceptable to the Resident Engineer.

Original invoices shall be addressed to:

Metropolitan Water Reclamation District of Greater Chicago
Accounts Payable
P.O. Box 10642
Chicago, Illinois 60610

Or attached in an email to:

Accts.Payable@mwrld.org

with duplicate copies addressed to:

Metropolitan Water Reclamation District of Greater Chicago
O'Brien Water Reclamation Plant
3500 W. Howard Street
Skokie, Illinois 60076
Attn: Mr. Jawad Rahman, Senior Engineer, rahmanj2@mwrld.org

Final invoices are to be accompanied by the Receipt and Release and Affidavit forms found in the Agreement. Both forms are required to be submitted with the final invoice.

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

SUBMITTAL REQUIREMENTS

All correspondence concerning this Contract, with the exception of the invoices for payment, shall be addressed to:

Mr. Pinakin V. Desai
Acting Director of Maintenance and Operations
Metropolitan Water Reclamation District of Greater Chicago
100 E. Erie Street
Chicago, IL 60611

Invoices shall be sent to the Resident Engineer and Accounts Payable, as stated herein. All submittals shall be identified by the Contract name and number, 26-713-11, and shall be numbered in sequence starting with Submittal No. 1. A copy of all correspondence shall be furnished to the applicable Resident Engineer.

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.

CONTRACTOR'S BOND

Notwithstanding the requirements stated under Article 29 of the General Conditions, the Contractor agrees to furnish a Contractor's Bond in the amount of 30% of the Contract award value as security for the performance of the work under this Contract.

If the value of the bond is less than One Hundred Thousand Dollars (\$100,000.00), then certified bank instrument, certificate of deposit, cashier's check, certified check, bank money order, performance bond, or interest-bearing time deposit in the full bond amount may be substituted at the time the Agreement is executed."

If a certificate of deposit (or time deposit) is furnished, it must have a fixed rate of interest, a fixed minimum face amount, a maturity date which is later than the Contract completion date and be an instrument of a financial institution acceptable to the Director of Procurement and Materials Management; it must be accompanied by an Assignment of the instrument on forms to be supplied by the District.

The Surety 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 this Performance Bond and any subsequent Contract that is awarded pursuant thereto.

COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS-PERMITS

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, or District ordinance, or other regulation by the Contractor may be deemed a material breach of this Contract at the sole discretion of the District.

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, and on the Contract documents. Failure to do so will make the bid non-responsive.

The Contractor must be, and remain, registered to do business in the State of Illinois. If the Contractor 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.

The Contractor shall present evidence, before an Agreement is executed and purchase order issued, that it is authorized to do business in the State of Illinois by providing proof of its authority to transact business in Illinois, which may include a copy of its certification by the Illinois Secretary of State, a print-out from the Illinois Secretary of State's web site, or other evidence acceptable to the Director of Procurement and Materials Management. The Illinois Secretary of State's official website is www.ilsos.gov.

If the Contractor is a "Partnership", "Joint Venture", or "Sole Proprietor" operating under an Assumed Name, as applicable, the Contractor 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.

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, this 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."

FUNDING FOR MULTIYEAR CONTRACTS

Funding for all Contract items is subject to the Board of Commissioners' approval of the District's budget for all years under this Contract.

DEMURRAGE

It is expressly understood and agreed that no charges for rental, delay or demurrage, (other than the payments specified to be made under this Contract) shall accrue for any period of time during which the provided containers are in the possession of the District throughout the life of the contract.

OPERATION OF THE EXISTING FACILITIES

The attention of the Contractor is called to the fact that the existing facilities, upon the sites of which the works under this contract are located, are in permanent operation by the District and will be kept in continuous operation while work under this contract is in progress. The Contractor shall arrange all work, and agree to cooperate with the District, so as not to interfere with the continuous operation of the facilities by the District, except as otherwise definitely specified.

OTHER WORK

The District reserves the right to contract with anyone else for a like or similar service to be performed at any time during the life of this Contract or at any other time; however, such work will not be contracted for the purpose of reducing the work to be performed under this Contract.

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.

INCREASE

The District may, at the option of the Director of Maintenance and Operations, increase the total value of the Contract by twenty-five percent (25%) upon giving the Contractor written notice not less than ten days prior to expiration of this Contract, and such increase shall be at no change in the unit prices; provided, however, that such increase shall be valid only upon the approval of the Director of Procurement and Materials Management and upon written order of the Director of Maintenance and Operations, and said order shall be a condition precedent to the right of the Contractor to receive any compensation for work which may be performed in excess of the total value of the work as set forth in

A-9

the proposal provided, however, that if the total cost of such increase exceeds Ten Thousand Dollars (\$10,000), it shall not be performed unless and until the Board of Commissioners authorizes the Director of Procurement and Materials Management and the Director of Maintenance and Operations to issue a written order for said increase, and the written order has been issued.

EXTENSION

The District may, at the option of the Director of Maintenance and Operations, extend the date of termination of this Contract by up to six (6) months upon giving the Contractor written notice not less than ten (10) calendar days prior to expiration of this Contract, and such extension shall be at no change in the unit prices; provided, however, that such extension shall be valid only upon written order of the Director of Maintenance and Operations and said order shall be a condition precedent to the right of the Contractor to receive any compensation for work which may be performed after the original termination date.

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.

INSURANCE

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

QUANTITIES OF WORK

The Contractor agrees that, due to the unpredictable nature of the work requirements, the work ordered under any particular Item may range from no work at all to any amount with no limitation other than the Contract value. The Contractor agrees that he or she shall have no claim against the District for compensation due to the quantity of work ordered, or not ordered, by the District under any particular Item. The Contractor also agrees that the full amount of the Contract may not be expended.

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.”

CHOICE OF LAW

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.

AFFIRMATIVE ACTION ORDINANCE, REVISED APPENDIX D AND APPENDIX V

Each Bidder must submit with their proposals a signed and completed **MBE/WBE Utilization Plan** which lists each business intended to be used as an MBE and/or 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 are the Signature Section and 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. If the Bidder lists itself on the MBE/WBE Utilization Plan, an MBE/WBE Subcontractor's Letter of Intent from the Bidder to itself must be included. 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 an 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-1.

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

A-11

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.

VBE goals are separate from Minority-owned Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) goals. An Eligible Veteran who is also an MBE or WBE may be dual-utilized to fulfill both goals. However, the three-percent (3%) VBE goal must be accomplished in addition to the M/WBE goals set forth in this Contract.

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 UP-5. 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 within (3) calendar days of receiving the written request.

The work under this Contract is classified as "Hauling Services" for the Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE), and Veteran-owned Business Enterprises (VBE) Utilization goals contained in the Affirmative Action Ordinance Revised Appendix D. **The associated utilization goals for this Contract are 20% MBE, 13% WBE and 3%VBE. Should you have any questions, please contact the Diversity Office at 312-751-4034.**

It is required that the prospective Bidder sign the Utilization Plan contained within the Contract Document.

The Contractor agrees to 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 Bidder or Bidders to whom the Contract(s) is (are) awarded must be prepared to comply with the requirements, goals, terms, and conditions of the Affirmative Action Ordinance Revised Appendix D, and Appendix V, throughout the life of the Contract. Please contact the Diversity Office at 312-751-4034 should you have any questions.

A-12

The Contractor agrees that in the event of failure to comply with all requirements in APPENDIX D, the District may withhold fifty percent (50%) of the current progress payment due to the Contractor. The Contractor also agrees that following the withholding of fifty percent (50%) of the current progress payment, no further progress payments will be made until the Contractor is in compliance with the above requirements.

AGREEMENT BINDING

This Agreement shall be binding upon the successors, heirs, legal representatives, administrator, 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.

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 sign 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.

A-13

IN WITNESS WHEREOF, on the _____ day of _____, 20____, the Metropolitan Water Reclamation District of Greater Chicago, and the Contractor, have executed this Agreement, # _____, each by their duly authorized officers or representatives.

Name of Company or Corporation

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.**

Metropolitan Water Reclamation District of Greater Chicago

By _____
Chairman, Committee on Finance

Executive Director

Director of Procurement and Materials Management

Signed and Attested:

Clerk of the District (Seal)

APPROVED:

Assistant Director of Maintenance and Operations

Director of Maintenance and Operations

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Reviewing Attorney

General Counsel

RECEIPT AND RELEASE

Received from the Metropolitan Water Reclamation District of Greater Chicago the sum of \$ _____ as final payment and settlement in full of all claims and demands of every
Final Invoice Amount
 kind and nature that Contractor _____ has or may
Contractor
 have against the Metropolitan Water Reclamation District of Greater Chicago, its commissioners, officers, agents and employees arising out of or resulting from the performance of: Contract _____, "
Contract No _____ "
Title of Contract
 awarded _____.
Date of Award

AND FOR AND IN CONSIDERATION of the final payment to it in the sum of \$ _____
Final Invoice Amount
 the receipt of which is hereby acknowledged, and for other good and valuable consideration, the said Contractor does hereby release, discharge and forever free the Metropolitan Water Reclamation District of Greater Chicago, its commissioners, officers, agents, employees and its successors from any and all claims, demands, actions or causes of action at Law or in Equity, of whatsoever kind or nature, arising out of or resulting from the performance of the said contract or in any way connected therewith or related thereto which the Contractor has now or hereafter may have against the Metropolitan Water Reclamation District of Greater Chicago.

DATED this _____ day of _____, A.D. 20__.

Please complete the attached Receipt and Release and Affidavit and submit them to the Resident Engineer along with your final invoice. You will be paid \$ _____ within 60
Final Invoice Amount
 days of acceptance of these documents by the Metropolitan Water Reclamation District.

Contractor

ATTEST

By: _____
 (Signature)

 Secretary, Vendor

 (Print Name & Title)

FOR MWRD OFFICE USE ONLY

 Approved as to Form and Legality

 Head Assistant Attorney, MWRD

 General Counsel, MWRD & Date

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

AFFIDAVIT

_____, being first duly sworn, makes oath and says that he/she is the **President (or other officer, duly authorized to sign on behalf of the President)** of as successor _____, that all bills
Contractor
for labor, material, equipment, apparatus, fixtures and machinery purchased in the performance of Contract _____, "
Contract No Title of Contract
awarded _____ by the Metropolitan Water Reclamation District of Greater
Date of Award
Chicago, have been paid in full; and that there are no liens or claims whatsoever in favor of the United States, the State of Illinois or anyone else.

This Affidavit is made for the purpose of obtaining final payment to said Contractor the sum \$_____.
Final Invoice Amount

(Signature)

(Print Name & Title)

Subscribed and Sworn to
before me this _____ day of
_____, 20__

NOTARY PUBLIC

***NOTE: If these documents are executed by someone other than the President and Secretary, a certified copy of the corporate resolution must be attached authorizing execution by the designated party(ies).**

This page intentionally left blank.

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.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

GENERAL SPECIFICATIONS

TABLE OF CONTENTS

Section	Title	Page
1.	Definitions.....	GS-1
2.	Powers of the Engineer.....	GS-1
3.	Material and Equipment, Contractor’s Plans, Data and Sample.....	GS-2
4.	Approval of Contractor’s Plans.....	GS-3
5.	Additional Water Reclamation District Plans.....	GS-4
6.	Checking Plans.....	GS-4
7.	Keeping Plans and Specifications on the Work.....	GS-4
8.	Lines and Grades.....	GS-4
9.	Inspection and Testing of Materials and Equipment.....	GS-5
10.	Inspections and Tests of Workmanship.....	GS-6
11.	Measurement for Payment.....	GS-6
12.	Intent of Specifications and Plans.....	GS-7
13.	Ground Surface and Underground Conditions.....	GS-7
14.	Existing and Future Structures.....	GS-7
15.	Space for Material, Equipment and Plant.....	GS-7
16.	Cleaning Work Sites and Restoration.....	GS-8
17.	Provisions for Delivery at Site.....	GS-8
18.	Procedure and Methods.....	GS-9
19.	Handling Water at Treatment Plant Site.....	GS-9
20.	Openings and Cutting and Fitting.....	GS-10
21.	Water, Power and Water Reclamation District Equipment.....	GS-10
22.	Safety.....	GS-10
23.	As-Built Drawings.....	GS-12
24.	Open Burning.....	GS-12
25.	Posting of Project Signs.....	GS-12
26.	Proprietary Designations.....	GS-12
27.	Fire or Other Emergency.....	GS-12
28.	Care of Structures and Property.....	GS-13
29.	Historic and Scientific Specimens.....	GS-14
30.	Operation and Service Equipment Manuals.....	GS-14
31.	Operating Personnel Training.....	GS-14
32.	Operation Tests.....	GS-14
33.	Acceptance.....	GS-14
34.	Removal of Equipment, Material and Debris.....	GS-15
35.	Maintenance Management System Manuals.....	GS-15

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

GENERAL SPECIFICATIONS

Definitions

(1) Whenever the following terms in quotation appear in the Contract documents, they shall be interpreted as follows:

"Water Reclamation District" or "District" – The Metropolitan Water Reclamation District of Greater Chicago, party of the first part.

"Contractor" spelled with a capital "C" – The Contractor under this Contract, party of the second part.

"Engineer" – The Director of Engineering or Acting Director of Engineering, Director of Maintenance and Operations or Acting Director of Maintenance and Operations, any District Officer or Acting Officer, Director of Administrative Services or Acting Director of Administrative Services, of the Metropolitan Water Reclamation District of Greater Chicago, or any other Engineer or subordinate designated by the aforementioned who functions to administer the contract after it has been duly executed by the Director of Procurement and Materials Management.

"Director of Procurement and Materials Management" – The duly authorized Officer of the District, carrying out the functions assigned to him/her by the Purchasing Act (70 ILCS 2605/11.111.24) and the Board of Commissioners to bid and bind the District in contracts.

"He," "him," "she," "he," "it" or "it's" designating the "Contractor" - The individual, firm or corporation awarded the Contract for the work hereunder.

"The Work" – The work to be performed hereunder, including all material, labor, equipment, tools, and all appliances and appurtenances necessary to perform and complete everything specified or implied in the Contract or shown on the plans and specifications furnished by the Water Reclamation District, and the additional plans and information furnished by the Contractor, and accepted by the Engineer, in full compliance with all the terms and conditions hereof.

"Site" – The location(s) described in the Agreement where the work under this Contract is to be performed, or to which deliveries are to be made.

"Plans" – The contract listed in the Agreement and the additional plans, prints and drawings furnished by the Contractor in accordance with this Contract, and accepted by the Engineer.

"Written Order" – A written order signed by the Engineer, delivered by messenger to the Contractor or mailed to the Contractor at the address designated in his proposal or to such other address as he may designate in writing as his official place of business.

"Change Order" – A written order authorizing an addition, deletion or revision in the work and/or the time of completion of the executed Contract.

"Substantial Completion" – That point in time when, in the opinion of the Engineer, the work is sufficiently complete, in accordance with the contract documents, so that the work can be utilized for the purposes for which it was intended.

"Or equal" or "or equal thereto" - Wherever a particular process, material, device, detail or part is specified herein followed by these words or by similar or equivalent expressions, such words or expressions shall be understood to mean and permit the use of another process, material, device, detail or part that the Engineer shall determine is fully equal in suitability, quality, durability and in all other respects, to the process, material, device, detail or part herein specified for such use and shall approve for such use in the work hereunder.

"Designated," "ordered," "permitted," "approved"- These words or others of similar import, unless specifically modified, shall be taken to mean, designated, ordered, permitted or approved by the Engineer.

"Critical Path" – A sequence of directly dependent activities controlling achievement of the time(s) as specified in the Agreement.

"Activity" – An element in the Work Schedule or Monthly Work Plan representing the duration, schedule, and resources required for performing a part of the work, or a requisite step for a part of the work.

"Total Float" – Number of working days by which a part of the work in the Work Schedule may be delayed from its early dates without necessarily extending the time stated in the Agreement.

"Contract Float" – Number of working days between the Contractor's anticipated or forecasted date for completion of the work, or part thereof, and the corresponding time stated in the Agreement.

"Early (Late) Dates" – Early (Late) times of performances for start or completion of Activities identified on the Work Schedule.

Powers of the Engineer

(2) It is covenanted and agreed that the Engineer and his properly authorized agents shall measure and calculate the quantities and amounts of the several kinds of work performed under this Contract and on whose inspection all work shall be accepted or rejected. The Engineer, or other Agents designated by him, shall have full power to reject or condemn all materials

furnished or work performed under this Contract, which in his opinion do not conform to the terms and conditions herein expressed.

To prevent all disputes and litigations, it is further agreed by and between the Water Reclamation District and the Contractor that the Engineer shall in all cases decide every question of an engineering character which may arise relative to the execution of the work under this Contract on the part of the Contractor, and his decision shall be final and conclusive on both parties hereto; and such decision, in case any question may arise, shall be a condition precedent to the right of the Contractor to receive any money or compensation for anything done or furnished under this Contract.

Material and Equipment, Contractor's Plans, Data and Samples

(3) Unless otherwise specified in the Contract Documents, within thirty days after the approval of the Contractor's bond by the Director of Procurement and Materials Management, the Contractor shall submit to the Engineer for approval, electronic and/or hard copies of plans of the equipment, material and apparatus included under this Contract and the foundations for same (other than those for which details are given in the plans attached hereto by the Water Reclamation District), as listed under the Detail Specifications, together with all other information in such detail as may be necessary to permit the Engineer to inform himself whether the same will comply with the specifications, and to determine the character of the various equipment, material and apparatus which the Contractor proposes to use. The time for submitting Contractor's plans may be extended by the Engineer at his discretion, if in his opinion such extension will not delay the progress of work under the Contract. The drawings for equipment to be furnished under this Contract shall include the Water Reclamation District protective coating designation and the location where the protective coating will be applied.

All such plans shall be sized to be designated or approved by the Engineer and shall be clearly identified by item number, if any, and location of the equipment, material and apparatus in the work. The general character and arrangement of the shop and working plans shall be subject to the approval of the Engineer and before submitting such plans the Contractor, if requested, shall confer with the Engineer regarding the character, scale, arrangement, and completeness of such plans. The detailed shop drawings shall give views, dimensions, instructions and references so that duplicate parts for repairs can be ordered and made from the drawings at any time in the future. The assembly and working drawings shall show all necessary details, including plans and elevations with dimensions, instruction and references for proper erection, installation and adjustment of the equipment. Approval given on data or shop drawings which subsequently are found to be deviations from the Contract Documents shall be considered null and void unless such deviations are specifically brought to

the attention of the Engineer in writing and are acknowledged in writing to be acceptable. Any work that progresses based upon shop drawing or data which does not meet the requirements of the Contract Documents, and therefore is in nonconformity with the Contract requirements, the Contractor will be required to remove or modify until it meets the full satisfaction of the Engineer.

Unless required by Detail Specifications or otherwise specifically instructed by the Engineer, the Contractor need not submit, for approval by the Engineer, copies of shop drawings, layouts, construction and installation procedures, calculations, catalogue data, samples and other required miscellaneous information and data which are identical in all respects to the respective items(s) described in the contract specifications or shown in the contract plans. In the event that the Contractor intends to submit an item or procedure which differs from the details and/or intent set forth in the contract documents, then the Contractor shall submit all necessary shop drawings, calculations, catalogue data, samples and such other information that the Engineer may require for the detailed review of and approval by the Engineer.

The Contractor shall submit to the Engineer an electronic copy of each submittal. Such submittals shall be complete and show all parts of the relevant structures or equipment, and all parts connected therewith. All drawings related to the same or related components shall be submitted at the same time. After the plans have been examined by the Engineer, one print of each will be returned to the Contractor by the Engineer with the latter's approval indicated thereon, or marked with notations or corrections and changes that may be required. Any plans not approved by the Engineer shall be corrected or revised by the Contractor as the Engineer shall direct and shall be re-submitted in the same manner.

Nothing herein shall relieve the Contractor of his responsibility to prepare, furnish and deliver any O & M manuals which may be required by the terms of this contract.

The Contractor shall furnish to the Engineer a tabulated list of the equipment for which plans may not be required, showing the name of the manufacturer and the catalog number and type of equipment proposed, together with such dimensions, specifications, samples, or other data, as may be required to permit intelligent judgement of the acceptability of the same.

Machinery, equipment, accessories or parts to be furnished under this Contract must be of current manufacture unless otherwise specified. Such material, whose manufacture has been discontinued or is scheduled to be discontinued within the life of the Contract or the duration of the maintenance bond, will not be accepted unless otherwise specified.

The Contractor shall upon request furnish a certified statement from the manufacturer that any equipment, accessories or parts being furnished under the Contract are in current production and that there are no present or near future

plans to discontinue production of the item or items in question.

The Contractor warrants that, for the length of time following execution of this Contract, which is equal to the normal useful life of the equipment to be furnished hereunder, all supplies, replacement parts and technical service customarily needed for the proper operation and maintenance of such equipment will be made available at reasonable prices and within a reasonable time to the Water Reclamation District upon request. Nothing contained in the immediately preceding sentence relieves the Contractor from any obligations which he may have under other sections of the Contract regarding guarantees, defects, maintenance bonds, etc.

All equipment and materials and parts thereof furnished under the Contract shall, for purposes of interchangeability and general maintenance, comply with the most widely accepted standards currently in use in United States industry, unless such compliance would conflict with other specifications contained in the Contract. Unless otherwise specified, all materials and equipment furnished for permanent installation in the Work shall be new, unused, and free from defects and imperfections, when installed or otherwise incorporated in the Work. The Contractor shall not use material and equipment for any purpose other than that intended or specified unless the Engineer authorizes such use.

The Contractor shall comply with manufacturer's printed instructions regarding all facets of materials and/or equipment movement, storage, installation, testing, startup, and operation. Should circumstances occur where the contract documents are more stringent than the manufacturer's printed instructions, the Contractor shall comply with the specifications. In cases where the manufacturer's printed instructions are more stringent than the contract documents, the Contractor shall advise the Engineer of the disparity and conform to the manufacturer's printed instructions. In either case, the Contractor is to apply the more stringent specification or recommendation, unless approved otherwise by the Engineer.

In the event that the Contractor requests approval of a substitution for any requirement of this Contract, his change order request must be accompanied with the following information:

1. Technical data demonstrating the quality performance equivalency from that requirement which is specified.
2. A cost proposal indicating the price adjustment to the Contract if the substitution is approved.
3. A statement that the substitution, if approved, will be made with no change in the Contract time.

If the Contractor requests the approval of an "or equal" rather than the particular process, material, device, detail or

part that is specified, then his request must include sufficient technical data to demonstrate the quality and performance equivalency of the proposed process, material, device detail or part. The Engineer reserves the right to require the Contractor to provide such testing and inspection as is necessary to verify the quality and performance equivalency, all at the Contractor's own expense.

All structures to be provided by the Contractor (except those structures for which details are shown on the Contract plans) shall be designed and constructed under the supervision of a structural engineer, licensed in the State of Illinois, acting for and retained by the Contractor. Drawings and calculations for such structures shall be prepared and stamped by the structural engineer and submitted to the Engineer for approval. A clear outline of the proposed construction procedure shall be shown on the drawings. A statement in writing by the structural engineer attesting that he has visited the site of the work, that the design does satisfy the conditions as actually encountered and that the actual construction conforms to the drawings and calculations as submitted and approved must be submitted to the Engineer before the work related to such structures will be considered complete.

All temporary structures, including sheeting and bracing for excavations, which affect the safety of the public, workmen, inspectors or Water Reclamation District personnel shall be regarded as structures which require structural design.

Approval of Contractor's Plans

(4) The plans submitted by the Contractor for approval, as specified in Section (3), will be examined by the Engineer and it is understood by the Contractor in submitting the plans, that a reasonable amount of time will be necessary for their examination by the Engineer before they can be approved by him or returned for correction.

Unless otherwise instructed, the Contractor shall submit to the Engineer for examination three prints of each plan, and, as far as possible, all plans of any particular part of the structures or equipment, and of parts connected therewith, shall be submitted at the same time. After the plans have been examined as above mentioned, one print of each plan will be returned to the Contractor by the Engineer with his approval thereon, or marked with notations or corrections and changes that may be required. All plans not approved by the Engineer shall be corrected or revised by the Contractor the Engineer shall direct and shall be re-submitted in the same routine as before.

No orders for any work, materials or equipment shown on any plans shall be given by the Contractor without the written consent of the Engineer prior to the time when such plans or equipment have been approved by him as specified. Plans, calculations, and procedures for all temporary structures, including sheeting and bracing for excavations, shall be approved prior to the start of related field work. Prior to the approval of any such plans, any work which the Contractor

may do on the structures or equipment covered by the same shall be at his own risk, except that work on temporary structures and excavations requiring sheeting and bracing as specified above shall not be started without the written approval of the Engineer, as the Water Reclamation District will not be responsible for any expense incurred by the Contractor in changing structures or equipment to make the same conform to the plans as finally approved. No alterations of any plans shall be made by the Contractor after they have been approved except by the written consent of the Engineer.

The Contractor shall furnish the Water Reclamation District, as requested, and without extra charge therefor, such number of complete sets of prints of all plans, as approved, as the Engineer shall request and in general not less than eight, for office files and for use in the field. Erection plans shall have all match marks shown thereon.

After the work has been completed, the tracings of all plans for any and all work hereunder, made by or for the Contractor, shall be corrected by him so as to show all work as actually completed.

The Contractor shall furnish to the Engineer record prints, in duplicate, of such drawing submitted by the Contractor, as the Engineer may request.

Upon approval of the plans, lists, samples and other data submitted by the Contractor, the same shall become a part of this Contract, and the equipment furnished shall be in conformity with the same; provided, that the approval of the above plans, lists, specifications, samples or other data shall in no way release the Contractor from his responsibility for the proper design, installation and performance of any material or equipment, or from his liability to replace the same should it prove defective.

Additional Water Reclamation District Plans

(5) The Water Reclamation District will, when specifically noted in the Detail Specifications, prepare working plans supplementary to the plans previously listed herein, showing such additional and revised details for construction purposes not shown on the Contract plans or which are shown as typical only and require revision and additions for construction purposes, as are required for furnishing and erecting the structures and equipment required under this Contract. These working plans will be furnished to the Contractor by the Water Reclamation District within a reasonable time after approval by the Director of Procurement and Materials Management of the bond of the Contractor, and as required from time to time for the prosecution of the work.

The Contractor shall advise the Engineer in writing sufficiently in advance of the time when such plans will be required for the orderly progress of various portions of the work to permit their preparation and shall make no claims for damages for delays that may result from his failure to so notify

the Engineer. These plans will include such details as are not shown on the Contract plans and which the Contractor is not required to furnish.

Checking Plans

(6) The Contractor shall check all plans furnished by the Water Reclamation District and by himself for dimensions, quantities and coordination with other parts of the work under this Contract, and shall notify the Engineer of all errors or omissions which he may discover by examining and checking the same. He will not be allowed to take advantage of any error or omission on the plans, as full instructions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified. The work is to be made complete and to the satisfaction of the Engineer, notwithstanding any minor omissions in the specifications or plans.

Keeping Plans and Specifications on the Work

(7) The Contractor shall keep on hand at each site of work for reference a complete copy of these specifications and a complete set of all plans of the work, and also copies of all plans furnished by the Contractor, all revised plans furnished by the Water Reclamation District and all orders issued to the Contractor by the Engineer that relate to the work under this Contract.

Lines and Grades

(8) A surface horizontal and vertical control system as required for the layout of the work under this Contract shall be given by the Engineer. This horizontal and vertical control system must be verified by the Contractor and the Contractor will be entirely responsible for its correctness. All other horizontal and vertical control required for the complete layout and performance of the work under this Contract shall be done by the Contractor at the Contractor's expense. The Contractor must verify and will be completely responsible for the correctness of all lines and grades including any given by the Engineer.

In tunnel construction, each shaft shall be "plumbed" (line and grade transferred from the surface into the tunnel section) by the Contractor. The Contractor shall inform the Engineer, a reasonable time in advance, of the times and places at which he intends to do work

The Engineer, at his discretion, will make occasional field checks of control work done by the Contractor. The Contractor shall correct any mistakes due to errors or omissions at his own cost and expense as ordered by the Engineer. Unless otherwise noted, all elevations shown on the plans and mentioned in the specifications are referred to Chicago City Datum (C.C.D.). The Water Reclamation District considers Chicago City Datum to be at Elevation 579.48 above New York Mean Sea Level, USC & GS 1929 adjustment (MSL 1929 adj.).

Inspection and Testing of Materials and Equipment

(9) Whenever the Contract Documents provide that the Contractor is to furnish test results, laboratory analyses, manufacturer's certifications, weight tickets, or similar evidence of quality, quantity, an/or Contract compliance, the Contractor shall bear the entire cost of same, unless such provisions specifically state otherwise.

All material and equipment furnished under this Contract shall be subjected at all times during manufacture, fabrication and erection to such inspection and tests by the Engineer or his authorized representatives, as will give due assurance that the terms of the specifications are being complied with in all respects. Such inspection and tests shall be performed at the points of manufacture or fabrication, or in the field, as are herein specified therefor or as otherwise designated by the Engineer. Where inspection or tests are to be made at the point of the manufacture or fabrication, the Contractor shall in all cases give no less than seven (7) calendar days advance notice to the Engineer, unless noted otherwise, to permit such inspection and tests to be performed before painting is done and shipment is made and shall furnish to the Engineer copies, in triplicate, of mill test reports, material certifications, certified test reports and manufactures' letters of compliance to the specifications.

All inspecting and testing of materials furnished under this Contract will be performed by the Engineer or his duly authorized inspection engineers or inspection bureaus, unless noted otherwise, without cost to the Contractor unless otherwise expressly specified herein.

Inspections shall include, but not be limited to, a check to assure that all materials and/or equipment have been tested, submitted, approved, and that they conform to the approved shop drawings or submittal data; examination of the work area to ascertain that all preliminary work has been completed; examination of the quality of workmanship for compliance with contract requirements, use of defective or damaged materials, omissions, and dimensional requirements.

Inspection and tests of fabricated parts and manufactured articles shall be made by such methods and at such times as to ensure compliance with the specifications in all respects. Inspection of all metal work shall be made before painting.

The Contractor shall furnish, upon request of the Engineer, certifications for all materials and equipment not inspected, stating that they meet the requirements of the specifications.

When inspection of materials and equipment is authorized in writing by the Engineer, it shall be the sole responsibility of the Contractor hereunder to keep the Engineer, or such duly authorized inspection engineers or inspection bureaus, fully informed as to when and where the material or equipment is to be inspected. All approved subcontractors shall be appropriately advised of this requirement. If any material or equipment is shipped to the site of the work without authorized

inspection, it may be subject to rejection. Any additional expense to the Water Reclamation District for inspection of such material or equipment at the site of the work shall be done by the Contractor.

All machining and preparation of test samples, required by the ASTM or other specifications and cited as standard for this Contract, shall be done by the Contractor at his own expense.

All specifications of any society, institute or association hereafter referred to are hereby made a part of this Contract the same as if written in full.

The following societies, institutes and associations hereinafter designated, by their initials, as follows:

Name	Acronym
American Association of State Highway and Transportation Officials	AASHTO
American Concrete Institute	ACI
Institute of Electrical and Electronics Engineers	IEEE
American Institute of Steel Construction	AISC
Air Moving and Conditioning Association Inc.	AMACA
American Petroleum Institute	API
American National Standards Institute	ANSI
American Society of Mechanical Engineers	ASME
American Society for Testing Materials	ASTM
American Welding Society	AWS
American Water Works Association	AWWA
Edison Electric Institute	EI
Standard Specifications for Road and Bridge Construction of the Department of Public Works and Buildings, Division of Highways, State of Illinois	IDOT
Illinois Environmental Protection Agency	IEPA
Insulated Power Cable Engineers Association	IPCEA
Manufacturer's Standardization Society of the Valve and Fitting Industry	MSS
Metropolitan Water Reclamation District of Greater Chicago	MWRD
National Electrical Manufacturer's Association	NEMA
Occupational Safety & Health Administration	OSHA
Steel Structures Painting Council	SPPC
U.S. Environmental Protection Agency	USPA
Underwriters Laboratory	UL

Copies of applicable referenced standards are not included in the Contract Documents. Where copies of standards are needed by the Contractor for superintendence and quality control of the work, the Contractor shall obtain a copy or copies directly from the publication source and maintain at

the jobsite, available to the Contractor's personnel, subcontractors, and Engineer.

Where reference is made to standard specifications of any of the above societies, institutes or association, these references refer to the latest Standards and Tentative Standards of said society, institute or association in force on the date when bids on this Contract were received; except that, if a revised specification is issued by said society, institute or association before completion of a part of the work affected by said specifications, the Contractor may, if approved by the Engineer, perform the part of the work affected in accordance with the revised specifications. In interpreting said standard specifications, the "Purchaser" shall be understood to mean the Water Reclamation District, and the "Manufacturer," the Contractor hereunder of any person or persons or corporation furnishing materials for or performing work under this Contract.

For any material not covered by the designed specification of some designated society, institute or association, appropriate methods of testing and inspection to be designated by the Engineer shall be followed.

All samples for analysis and tests shall be taken in such manner as to be truly representative of the entire lot under test and shall not be worked on in any way to alter the quality before testing. Where expressly permitted by the Engineer in the case of materials taken from stock or for use in minor parts, certified analysis and tests of the manufacturer, furnished in triplicate, may be accepted in lieu of the tests prescribed above. In case the records of physical and chemical tests of stock materials are not available, a reasonable number of tests shall be furnished to the Engineer free of charge as required by the Engineer to satisfy himself as to its quality.

Should the preparation of the material be at far distant or inaccessible points, or should it be divided into unreasonably small quantities, or widely distributed to an unreasonable extent, or should the percentage of rejected material be unreasonably large, the additional cost of extra inspection resulting therefrom shall be borne by the Contractor, the Engineer being sole judge of what is to be deemed extra inspection.

The Engineer or his authorized representative shall have full power to reject any and all material or equipment which fails to meet the terms of the specifications and such material or equipment shall be promptly removed from the work hereunder. All material or equipment which develops defects during the life of the Contract, either before or after erection, shall be removed and replaced, notwithstanding that it may have passed the prescribed inspection and tests.

This Contract shall be subject to all provisions of the "Steel Products Procurement Act", (30ILCS 565/1 et. seq.), as it may be amended from time to time.

Steel Products used or supplied in the performance of this

Contract or any subcontract thereto shall be manufactured or produced in the United States.

For purposes of this Section "United States" means the United States and any place subject to the jurisdiction thereof and "steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed or processed by a combination of two or more such operations from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making processes. Willful violation of this Section may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and shall subject the violators to a fine of the greater of \$5000.00 or the payment price received as a result of such violation.

Inspection and Tests of Workmanship

(10) Quality control is the responsibility of the Contractor, and the Contractor shall maintain control over construction and installation processes, including work of its subcontractors and suppliers, and for assuring the requirements and quality specified is achieved.

It is the intent, under this Contract, to secure high-class workmanship in all respects and that structures be substantially watertight. By substantially watertight is meant concrete structures with no appreciable leaks from cracks, porous places, holes, expansion or construction joints, and metal structures or pipe lines with no leaking or sweating joints or leaks through defective pipe materials.

Any imperfect work that may be discovered before the final acceptance of the work shall be corrected immediately. The inspection of any work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory work, as herein specified, and all work, which, during its progress may become damaged from any cause, or fails for any reason to satisfy the requirements of the specifications shall be removed and replaced by the good and satisfactory work without extra charge therefore.

The Contractor shall perform all tests which are specified under the various items of the Contract. Any changes or repairs necessary to put all work and equipment in satisfactory adjustment and operating condition (except for repairs or adjustments of equipment furnished by the Water Reclamation District), at no additional expense to the Water Reclamation District other than that specified to be paid under the various unit and lump sum prices of the Contract. Power for testing equipment will be furnished by the Water Reclamation District, to the extent permitted by the Engineer, if Water Reclamation District power is available at the site of work.

Measurement for Payment

(11) When unit prices are specified, all measurements of quantities for payment under the unit price item or items of this Contract shall be made by the Engineer in

the manner specified, and the price or prices paid shall include the furnishing, delivering, erecting and connecting up of all tools, materials, equipment, apparatus and appurtenances; the furnishing of all labor and performance of all work required for the installation; and all plans, testing, painting, Contractor's bond, maintenance bonds where required, and collateral work necessary to complete the work as specified in the Detail Specifications. The cost of performing all work specified in the General Specifications and General Conditions shall be included in the unit and/or lump sum price or prices specified in the Agreement (unless otherwise directly specified) and no additional payment will be made by the Water Reclamation District to the Contractor for performing said specified work. No "extra" or "customary" allowances for payment will be made under any item, unless directly specified therein, and no additional payment for work included under any item of this Contract will be made under other items unless directly so specified.

Where payment by scale weight is specified under certain items, the Contractor shall provide suitable weighing equipment which shall be kept in accurate adjustment at all times. The weighing of all material shall be performed by the Contractor in the presence and under the supervision of the Engineer of his authorized representative, unless otherwise specified.

Intent of Specifications and Plans

(12) The specifications and plans are intended to cover the complete installation. It is not the intent to give every detail in the specifications and plans. The Water Reclamation District will not be responsible for the absence of any detail the Contractor may require, or for any special construction work, equipment, material or labor which may be found necessary as the work progresses. No additional compensation will be allowed the Contractor for any such special construction work, equipment, material or labor which may be found necessary for performing or completing any work hereunder unless it can be clearly shown, to the satisfaction of the Engineer, that such special construction work, equipment, material or labor is beyond the intent and scope of the plans and specifications, or is not included under the lump sum or unit prices specified in the Agreement. If this is shown, the payment for such special construction work, equipment, material or labor shall be made under Articles 7 and 8 of the General Conditions, after the additional cost has been agreed upon and a written change order by the Engineer has been issued.

Ground Surface and Underground Conditions

(13) Where existing ground conditions are shown on the plans hereto attached, the elevations are believed to be reasonably correct but are not guaranteed to be absolutely so, and, together with any schedule of quantities, are presented only as an approximation. The Contractor shall satisfy himself, however, by actual examination of the site of the work, as to the existing elevations and the amount of work required under this Contract.

Where test pits and borings have been dug, the results supplied to the District by the soils engineer may be given on the plans or are in file in the Engineer's office for the information of the Contractor. The District does not guarantee the accuracy or correctness of this information. If the Contractor desires any additional information relating to the soils investigation, he should contact the soils consultant to obtain such information. The District does not guarantee the accuracy or correctness of any such information supplied by the soils consultant to the prospective bidder. The Contractor must satisfy himself by making borings or test pits or by such other methods as he may prefer to determine the character, location and amounts of water, peat, clay, sand, quick sand, gravel, glacial drift, boulder, conglomerate, rock gas and other material to be encountered and work to be performed.

Existing and Future Structures

(14) Various underground and overhead utilities and other structures are shown on the plans hereto attached. The location, material and dimensions of such structures, where given, are believed to be reasonably correct, but do not purport to be absolutely so. All known structures both under and above ground, either existing or under construction, except Contractor's plants, are plotted on the plans and profiles for the information of the Contractor or are on file in the office of the Engineer, but information so given is not to be construed as a representation that such structures will be found or encountered as plotted, or that no other such structures will be found or encountered. Other structures may also be encountered which may be built under existing or future contracts, or by other parties, which are not shown on the plans. The plans may not show the location of existing underground or overhead utilities serving the properties adjacent to the work site, or highway drainage systems. The Contractor, therefore, shall satisfy himself, by such means as he may deem proper, as to the location of all structures that may be encountered in the construction or the work. All structures encountered shall be protected and supported, and if damaged, repaired by the Contractor without charge therefore to the Water Reclamation District. The Contractor shall arrange with the owners of said structures for the shifting, temporary removal and restoration and protection of same where necessary for the prosecution of work under this Contract, at no additional expense to the Water Reclamation District except as otherwise specified herein.

Where all or part of the site on which work is to be performed has been utilized under former contracts, the Contractor shall make no claim for extra cost of his work due to encountering debris or other obstructions resulting from such use.

Space for Material, Equipment and Plant

(15) The Contractor shall have the use of such available areas on unoccupied and unused property of the Water Reclamation District adjacent to or near the site of the work, for the storage of material and for field erection of plant and equipment as are not needed for other structures to be built

under existing or future Contracts, or for delivery of material and equipment under existing or future Contracts, or for other purposes of the Water Reclamation District. All areas on Water Reclamation District property shall be used under conditions to be approved by the Engineer, and in no case will the Contractor be permitted to block access to other parts of the work under construction or to the treatment plant or other District facilities. The Contractor shall submit drawings showing the proposed layout of his plant to the Engineer for approval, if required. All other necessary or additional storage facilities shall be provided by the Contractor.

When considered necessary and ordered by the Engineer, the Contractor shall immediately remove or relocate any of his tracks, equipment, buildings or other structures which, in the opinion of the Engineer, constitute an obstruction or interfere with the proper carrying on of any other work, without additional charge to the Water Reclamation District.

Where the Water Reclamation District has prepared areas at the site of the work for use as parking spaces for the Contractor's forces, the parking of the cars of the Contractor's forces in locations other than in such parking areas will not be permitted.

The Contractor shall assume full responsibility for the security and safety of everything he may have on the property of the Water Reclamation District or other owners.

Cleaning Work Sites and Restoration

(16) The Contractor shall keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove from any portion of the site, if, in the opinion of the Engineer, such material, debris or rubbish that interferes with the operation of the existing plant or other contractors, constitutes a nuisance, or is objectionable in any way to the public. The Contractor further agrees to remove all machinery, materials, implements, barricades, staging, false work, debris and rubbish connected with or caused by said work immediately upon the completion of the same and to clean all structures and work constructed under this Contract to the satisfaction of the Engineer, re-grade all areas which have been rutted or disturbed so that the areas will drain without pockets; and to leave the premises, upon completion of the Contract, in at least as good condition as when he entered upon them.

Restoration work shall follow construction as the work progresses and be completed as soon as possible. Restoration work shall not be delayed, and shall be completed no later than thirty (30) days after the work is in place, or as directed by the Engineer. Any testing or further inspection necessary for final completion and inspection of the work shall not be cause for any delay of restoration work required under this Contract. This provision for restoration shall include all public, private, and District property which was affected by the Contractor's construction operations. Such final restoration that cannot be performed within the thirty day period due to adverse weather

conditions may, upon written request including a proposed procedure and time schedule, be performed as approved by the Engineer. Any delayed restoration will be contingent upon providing suitable safe temporary facilities without inconvenience or nuisance in the interim.

The Contractor shall maintain existing surface and subsurface drainage conditions in all areas along the line of the work, including highway ditches, storm sewers, culverts, natural terrain, field tile systems, etc.

Whenever public, private or District property is damaged or destroyed, the Contractor shall, at his own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in a manner acceptable to the Engineer. If he fails to do so, the Engineer may give the Contractor notice and after the expiration of a period of thirty (30) calendar days proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary. The cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under this Contract. This provision for restoration work shall apply to all work under this Contract.

Provisions for Delivery at Site

(17) The Contractor shall make his own arrangements for delivery of materials and equipment to the site, except as may be otherwise stated in the Contract Documents.

Where the Water Reclamation District has railroad connections serving the site, the Contractor will be permitted the use of such tracks only to the extent that it does not interfere with the Water Reclamation District's operations. Any damage to plant tracks due to the Contractor's use other than normal wear shall be promptly corrected by repair or replacement to the satisfaction of the Engineer.

The Contractor, subject to the approval of the Engineer, will be allowed reasonable use of any existing roadways that are under the jurisdiction of the Water Reclamation District. The Contractor will perform repairs or maintenance necessary to keep and return the roadway in its original condition to the District at no expense to the District. The Contractor's use of the roads shall be strictly in conformity with conditions to be prescribed by the Engineer and shall not interfere with their use by the Water Reclamation District or other contractors. The Contractor shall so conduct his work as to keep all existing roads in continuous service, except as otherwise specified.

The Contractor shall provide and maintain at his own expense such other roadways or other means to obtain access to the work as he may require. Such roadways and other means of access may also be used by the Water Reclamation District or other contractors now or hereafter engaged upon work on

this site.

Procedure and Methods

(18) The attention of the Contractor is particularly called to the time allowed for the completion of the work included under this Contract. To avoid delay in the completion of work hereunder, he shall submit the names of all subcontractors and suppliers of material and equipment within 10 days after the date of approval of his bond and shall place all orders for material and equipment within 5 days after approval by the Engineer. The Contractor's attention is further called to the fact that the Water Reclamation District may take over certain parts of the work under this Contract for permanent operation as rapidly as completed in advance of the completion of the Contract as a whole.

The Contractor shall determine the procedure and methods and also design and furnish all temporary structures, sheeting, bracing, tools, machinery, implements and other equipment and plant to be employed in performing the work hereunder, and shall promptly submit layouts and schedules of his proposed methods of conducting the work to the Engineer for his approval. The use of inadequate or unsafe procedures, methods, structures or equipment will not be permitted, and the Engineer may disapprove and reject any of same which seem to him to be unsafe for the work hereunder, or for other work being carried on the vicinity or for work which has been completed or for the public or for any workmen, engineers and inspectors employed thereon, or that interferes with the work of the Water Reclamation District or other contractors, or that will not provide for the completion of the work within the specified time, or that is not in accordance with all the requirements herein specified.

The Contractor shall employ and assign to work only on this Contract a qualified technical engineer, satisfactory to the Engineer of the Water Reclamation District, to act as contact man with the Engineer.

Before starting construction, the Contractor shall submit his proposed order of procedure to the Engineer for approval. The construction of the various parts of the work shall be performed in such sequence that interference with operations of the Water Reclamation District or other contractors will be kept to a minimum.

The acceptance or approval of any order of procedure, methods, structures or equipment submitted or employed by the Contractor shall not in any manner relieve the Contractor or any responsibility for the safety, maintenance and repairs of any structure or work, or for construction, maintenance and safety of the work hereunder, or from any liability whatsoever on account of any procedure or methods employed by the Contractor, or due to any failure or movement of any structures or equipment furnished by him. When constructed, even though in accordance with the approval of the Engineer, should any structure or equipment installed hereunder afterwards

prove insufficient in strength or fail on account of poor workmanship or any procedure or methods employed by the Contractor, such failure shall in no way form the basis of any claim for extra compensation for delay, or for damages or expenses caused by such failure, or for extension of time for completion of this Contract, or for material, labor or equipment required for repairing or rebuilding such structure or equipment, or for repairing or replacing any other work that may be damaged in any way by the failure or movement of any structure or equipment or by any other happening.

The Contractor shall, at his own expense, provide any necessary temporary blocking, supports or protection for all structures already constructed or to be constructed, with which his work comes in contact, to prevent injury to the same, and shall make good at his own expense any damage done by him to any part of said structures or their appurtenances in unloading and installing any of the work, materials, apparatus or equipment included under this Contract, or in removing plant or other property or in cleaning up.

The Contractor shall furnish such protection as may be necessary against damage in any way to the work, material, apparatus or the equipment included under this Contract before and after the same have been installed (including all necessary protection for structures and equipment which may be damaged by winter conditions), and shall be fully responsible for such equipment until its final acceptance.

Handling Water at Treatment Plant Sites

(19) The Contractor shall make all arrangement for handling and disposing of water entering the work to maintain safe, dry and satisfactory working conditions. The Contractor shall comply with the IEPA Stormwater Permit requirements – NPDES Permit for Construction Activities – and prepare a Stormwater Pollution Prevention Plan (SWPPP), as required. Additional information can be found at epa.illinois.gov. The Contractor shall submit the SWPPP to the District for review prior to IEPA submittal. Prior to commencing relevant work, the Contractor shall submit to the District verification that the NPDES Permit for Construction Activities has been issued. The Contractor is responsible for all costs associated with acquiring the IEPA Stormwater Permit – NPDES Permit for Construction Activities. He will be permitted a reasonable use of existing drainage ditches and the drains and appurtenances constructed under various items of this Contract for the disposal of water under conditions satisfactory to the Engineer, except as otherwise specified. In using the drainage ditches and drains, the Contractor shall keep them free from concrete, clay or other deleterious substances, and if such substances are allowed to enter the drains, their use may be forbidden altogether by the Engineer. The discharge of water containing clay or other solid matter into the drainage system will under no circumstances be allowed. The Contractor shall be responsible for the care of all drains and appurtenances constructed under this Contract during its entire life, and just prior to its completion, all drains and appurtenances shall be

thoroughly cleaned of all debris, deposits or other substances which will interfere with their proper operation and all broken or damaged parts shall be replaced or repaired without cost to the Water Reclamation District.

Openings and Cutting and Fitting

(20) The Contractor shall provide all openings and recesses in the concrete, brickwork and other parts of the work that may be required for any class or part of the work to be furnished or performed hereunder, or that are ordered by the Engineer. He shall do all drilling, cutting, fitting, patching and finishing that may be required to make the various classes and kinds of work hereunder go together in a proper, workmanlike and finished manner.

All such work shall be performed with proper and suitable tools in a workmanlike manner. No cutting will be allowed except by the permission of and subject to the direction or approval of the Engineer. Where holes are to be cut through concrete walls or floor slabs, a core drill or saw shall be used to prevent spalling of the concrete.

The Contractor shall cut all openings required for setting inserts in concrete or brick masonry placed under other contracts. All cutting shall be confined closely within the limits required for installing the inserts. Any concrete or brick masonry removed beyond the required limits and any damage to existing structures or equipment resulting from the cutting of concrete or brick masonry, shall be promptly replaced or repaired by the Contractor at his own expense in such a manner as ordered by the Engineer. Inserts shall be grouted in, and the cutting shall be done so that the grout can be thoroughly bounded and keyed to the existing structure. Grout shall be so placed as to make watertight joints and shall be neatly finished off flush with the surface of the adjoining structure. Reinforcement steel which may interfere with the setting of inserts shall be removed from all opening cut in the concrete, unless otherwise specified or ordered.

The cost of making all pipe connections to work performed under other contracts shall be included as part of the work under the appropriate unit and lump sum items of this Contract unless otherwise specified.

Water, Power and Water Reclamation District Equipment

(21) For Engineering Department contracts, the Contractor shall arrange for his own water supply, which shall be quality to be approved by the Engineer, free from contamination.

The Contractor, if he so desires, will be permitted to use water from the Water Reclamation District mains where it is available and does not interfere with the work of the Water Reclamation District or the requirement of other Contractors on the site. The Water Reclamation District, however, will not be responsible for any interruption of service, or possible inadequacy of the supply. The Contractor will be required to

pay for the water so used from the Water Reclamation District to the various municipalities for purchase of water, and shall, at his own expense, install a meter or meters of approved type for the measurements of the water so used. He will be required to make such temporary connections as he may need, subject to the approval of the Engineer, and to restore all existing facilities prior to the completion of the work at no additional expense to the Water Reclamation District.

The Contractor shall arrange for his own supply of power unless otherwise provided for in the Detail Specifications.

The Contractor will be permitted the use, without charge, of washrooms and toilets in existing Water Reclamation District buildings, as approved by the Engineer.

The Contractor shall provide, in total, his own field office and facilities therefore:

The Contractor will not be permitted to use any Water Reclamation District equipment or facilities except in case of emergency or as specified herein. If such equipment or facilities are used in case of emergency, the Engineer shall first give his permission and shall determine the cost of such use.

The cost for use of its facilities shall be paid to the Water Reclamation District on bills rendered monthly.

Safety

(22) The Contractor shall be responsible for the safety of the Contractor's employees, Water Reclamation District personnel and all other personnel at the site of work. The Contractor shall designate a responsible member of the Contractor's organization, knowledgeable of the site(s) and work being performed daily, as the safety representative. That person shall be provided with an appropriate office on the job site to maintain and keep available safety records and up-to-date copies of all pertinent safety rules and regulations.

The identity and resume of the qualifications of the safety representative must be submitted to the District prior to the start of any field work. This resume shall include such items as; experience, education, special safety and first aid courses completed, and safety conferences attended. The Contractor shall submit alternate safety representatives to ensure compliance with the intent of these specifications.

The safety representative shall:

- Have successfully completed and be currently certified in an Adult First Aid/CPR/AED Course by the American Red Cross or their equivalents and has completed the OSHA (Occupational Safety and Health Administration) 30 Hour Construction Safety Course or its equivalent.
- Be completely familiar with all applicable health and

safety requirements of all governing legislation and ensure compliance with same.

- Schedule and conduct safety meetings and safety training program as required by law.
- Be present on the job at all times whenever work is being performed unless a safe work program is established and the safety representative is assured that workers are able to perform the work in accordance with the program.
- Post appropriate notices regarding safety and health regulations at locations which afford maximum exposure to all personnel at the job site.
- Post the name, address, and hours of the nearest medical doctor, name and address of nearby clinics and hospitals, and the local telephone numbers of the fire and police departments.
- Post appropriate instructions and warning signs in regard to all hazardous areas or conditions.
- Have proper safety and rescue equipment adequately maintained and readily available for any contingency. This equipment shall include such applicable items as proper fire extinguishers, first aid kits, safety ropes and harnesses, stretchers, life ring with standard rope lanyard, resuscitators, gas detectors, oxygen deficiency indicators, explosimeters, etc.
- Make inspection to ensure that all machines, tools and equipment are in a safe operating condition; that all work methods are safe; and that work areas are free of hazards and make available to the Engineer a daily report of all activities and findings.
- Make available to the Engineer copies of all safety records and submit all safety inspection report and certifications from regulating agencies.

The Engineer shall be permitted to examine all reports, recommendations, and records of the safety representative and upon request shall be given copies of any such reports, recommendations, and records.

The Contractor shall report to the Engineer all accidents involving injury to personnel or damage to equipment and structures. In addition, the Contractor shall furnish to the engineer a copy of all accident or health hazard reports prepared for OSHA as well as copies of all notices of apparent violations that may be issued by OSHA and all disposition reports on any hearings, appeals findings, etc.

All personnel employed by the Contractor or Sub-contractors whenever entering the job site, any shaft, or tunnel headings shall be required to wear approved safety hats.

The Contractor shall comply with all requirements relating to noise levels as specified in OSHA.

The Contractor shall comply with the latest provisions of "State of Illinois Manual of Uniform Traffic Control Devices" or other pertinent governing regulations for traffic control. When the Contractor shall provide all necessary traffic control for protection of the traveling public.

Where work is being performed in tunnels, sewers, pipe, underground structures or other confined spaces, the Contractor shall provide all necessary and appropriate safety equipment.

Atmospheric tests shall be taken as often as deemed necessary by the safety representative as required by applicable regulations.

In tunnel work an additional explosimeter shall be provided at the heading at all times which will continuously monitor for the presence of explosive gases. This explosimeter shall be the type that automatically provides both visual and audible alarms.

No employee will be allowed to work in areas where concentrations of airborne contaminants exceed the permissible exposure limits (PEL) of OSHA or the District, whichever is lower. Respirators shall not be substituted for environmental control measures and shall be used only as prescribed by OSHA.

Internal combustion engines other than mobile diesel powered equipment shall not be used underground. All mobile diesel powered equipment used underground shall be certified by the Mine Safety and Health Administration (MSHA).

All Internal combustion equipment shall be operated in such a manner as to prevent any health hazards to personnel from exhaust fumes.

All haulage equipment such as hoists, cages and elevators operating in excavations and shafts shall conform to all requirements described in OSHA.

Furthermore, Overhead Protection Part 1926, Subpart W, Section 1000,1001, 1002, and 1003 of OSHA is applicable to all skidsteer equipment and self-propelled compactor equipment. They shall be equipped with roll over protective structures as provided by part 1926.1000, and with seat belts as provided by part 1926.602 as designed and installed following the recommendations of the original equipment manufacturer. Any such equipment not meeting the above requirement shall not be allowed on the job site. Side boom pipe laying tractors are exempt.

Prior to the use of any materials, the Contractor shall provide the Engineer with an appropriate Safety Data Sheet for any material requiring one.

In addition to the safety requirements herein set forth, the Contractor shall comply with the health and safety laws, rules and regulations of federal, state and local governments, including but not limited to:

1. Safety Rules-Metropolitan Water Reclamation District of Greater Chicago, dated March 1, 1970 and as subsequently amended;
2. The Federal Occupational Safety and Health Act of 1970, together with all Amendments thereto and all rules and standards implementing said Act;

Copies of the rules and regulations listed above shall be maintained at the job site by the Contractor's safety representative throughout the duration of the Contract.

Where a conflict exists between any standards, the most stringent will apply.

As-Built Drawings

(23) For Engineering Department contracts, upon completion of the work under this Contract, the Contractor shall furnish to the Water Reclamation District one complete set of As-Built drawings.

The original reproducible Contract Drawings or CAD files will be made available to the Contractor by the Engineer upon which the Contractor shall make the necessary additions and corrections to show the As-Built conditions. The changes shall be made in accordance with the District's CAD Standards and Design Conventions manual. Each drawing changed or unchanged shall bear the notation "AS-BUILT" near the title block and shall be signed as to its correctness by the Contractor and submitted to the Engineer for approval.

The Contractor shall keep and maintain at the construction site a working set of plans for recording as-built conditions. This set of record drawings shall be kept up to date and available for the Engineer's use. It shall have marked or noted thereon all field information, properly dated; recording as-built conditions that may differ from the plans. These drawings shall be utilized to prepare the As-Built Drawings as herein specified.

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

Open Burning

(24) The Contractor shall not dispose of any material, debris or rubbish by open burning on the site of the work or on any other site, and shall comply with all rules and regulations of the Illinois Pollution Control Board (IPCB) in effect and as may be amended during the course of the Contract.

Posting of Project Signs

(25) Prior to the start of construction, the Contractor shall erect two 4' x 8' signs on the job site for public viewing at locations designated by the Engineer. These signs shall be erected in accordance with regulations of the USEPA and IEPA for grant-funded projects and in accordance with regulations of the Water Reclamation District for all other projects. These signs will be furnished by the Contractor at storage locations on District property. The District will provide design for the sign and it shall be manufactured from 6 mm thick aluminum board permanently bonded to a polyethylene core.

For each sign, the Contractor shall furnish and install (2) 6" x 6" x 14' long dense structural grade Southern Pine mounting posts which are to be set 4 feet into the ground and 5 feet apart (center line to centerline). The bottom of the signs shall be 6 feet above ground. The Contractor shall also furnish (4) 3/8" x 10" long mounting bolts with nuts and washers for each sign.

These signs shall be maintained by the Contractor for the duration of the Contract. Upon completion of this Contract and acceptance by the Water Reclamation District, the Contractor shall dismantle the installed signs and deliver them to a place to be designated by the Engineer. All material furnished by the Contractor shall become his property and the site shall be restored to its original condition.

Proprietary Designations

(26) When proprietary specifications are used in the Contract documents followed by an "or equal" clause, they are intended to establish a standard of quality and not to inhibit the use of products of other manufacture.

Therefore, all processes, materials, devices, details, or parts specified by proprietary name shall be understood to mean and permit the use of other processes, materials, devices, details, or parts that the Engineer shall determine to be fully equal in suitability, quality and durability to the processes, materials, devices, or parts herein specified. The Engineer shall be sole judge in determining equals of proprietary specifications and his decision shall be final and binding to both parties.

The foregoing shall be adhered to unless specifically noted to the contrary in the Detail Specifications. Such note will refer to this section.

Fire or Other Emergency

(27) In the event of fire or other emergency occurring at or about the site of the work, the Water Reclamation District, at its option, may summon such aid as it deems necessary. The Water Reclamation District reserves the right to pay any third party for emergency services so rendered, and the Contractor shall promptly reimburse the Water

Reclamation District for the amount of such payment. No liability on the part of the Water Reclamation District for cause of damage shall be inferred as a result of such aid being summoned, nor as a result of payment being made for such aid, and the Contractor hereby agrees to indemnify, keep and save harmless the Water Reclamation District from all claims, judgments, awards and cost which may in anywise come against the Water Reclamation District by reason of its summoning such aid and/or paying charges therefore. In the event that the Contractor summons emergency aid, the Water Reclamation District, at its option, may pay any party for emergency services rendered, and the Contractor shall be promptly reimburse the Water Reclamation District for the amount of such payment. No liability on the part of the Water Reclamation District shall inferred as a result of such payment being made, and the Contractor hereby agrees to indemnify, keep and save harmless the Water Reclamation District from all claims, judgement, awards and costs which may in anywise come against the Water Reclamation District by reason of its paying for emergency services rendered.

Care of Structures and Property

(28) All poles, trees, shrubbery, fences, pavements, railroads, sewer, water, gas or pipes, wires, conduits, cul-verts, drainage ditches, manholes, tunnels, tunnel shafts, buildings and all other structures and property at or adjacent to the site of the work shall be supported and protected from damage or injury by the Contractor during the construction an until the completion of said work. The Contractor shall be liable for all damages to structures and property and shall save and keep the Water Reclamation District harmless from any liability or expense for damage or repairs to the same.

In open cut work wherever existing pipes or conduits cross the excavation but do not conflict with the structure to be built under this Contract, the Contractor shall support said such pipes and conduits without damage to them and without interrupting their use during the progress or work under this Contract.

Where existing pipes or conduits cross the excavation and do conflict with the structures or sewer to be built under this Contract, the Contractor shall notify the private individuals, utility company, city, village, or township who owns the pipes or conduits in order to move or rearrange them and shall cooperate with said owner in preserving service though said pipes or conduits, and all in accordance with the provisions or the ordinances, easements, and permits of the Contract Documents.

The Contractor shall conduct the work so that no equipment, material, or debris will be placed on or allowed to fall upon private property in the vicinity of the work, unless he shall have first obtained the owner's written consent thereto, and shall have shown his written consent thereto, and shall have shown his written consent to the Engineer.

All areas affected by the Contractor's work shall be

thoroughly cleaned of all surplus materials, earth, and rubbish placed thereon by the Contractor, and such areas shall be restored to as good condition as existed before the commencement of the work. Where sod has been removed or damaged, new live sod shall be laid as hereinafter provided. Where the areas are to be seeded, top soil equal to that removed shall be placed, the area fertilized, seeded, and rolled to the satisfaction or the owner of the land, as hereinafter provided. All trees shrubs, and plants damaged shall be replaced during the proper season of the year with live growing stock of the same variety and reasonable size as that which was damaged.

The Contractor shall make such changes in the location of all electric power conduits and cables and police and fire alarm electrical wires of the municipalities as may be render necessary by the performance of the work specified under this Contract. Such changes shall be made at the places and in the manner designated by and be subject to the approval of the proper municipal officials, and the provisions of the ordinances, easements and permits of the Contract documents.

The Contractor shall arrange with all persons, partnerships or corporations for the support, removal, relocation and/or maintenance of any conduits wires, poles, pipes, gas mains, cables, or other structures within any portion of the streets, public alleys and highways and easements to be occupied or used during the performance of the work specified under this Contract, and shall do all work necessary for such support, removal, relocation and/or maintenance of such conduits, wires, poles, pipes, gas mains, cables, or other structures encountered, as may be rendered necessary by the construction of said work.

The Contractor shall furnish all material and supplies, plant, staging and falsework, machinery, tool and implements, vehicles, cars and railroad track; in fact, all material and appliances of every sort or kind that may be necessary for the full and complete performance of this Contract, and shall furnish and maintain, subject to the approval of the Engineer, all necessary barricades, and other protections, lights and signs, necessary for the proper protection of the public. The Contractor shall also furnish watchmen not only to protect the public, but to protect all materials, tools, machinery, and equipment and all work performed by the Contractor until said work has been completed and accepted by the Engineer.

On all connection items, the Contractor shall make a preliminary trench excavation to locate the existing sewers and other utilities before he begins the actual work of excavation for the connection to be built at each location.

The Contractor shall, at his own expense, repair any damage to machinery, equipment, masonry buildings, or other property of the Water Reclamation District, or other owners or work under construction by other contractors occasioned by the Contractor in the execution of this Contract.

All of the described work under this Section shall be done

with no additional expense to the Water Reclamation District.

Historic and Scientific Specimens

(29) The Contractor shall preserve and deliver to the Engineer any specimens of historic or scientific value encountered in the work as directed by the Engineer.

Operation and Service Equipment Manuals

(30) In addition to the requirements specified in Section (3) of the General Specifications, unless otherwise specified in the Detail Specifications, the Contractor shall provide 9 copies of the Equipment Manual for all equipment furnished. The Manual shall consist of bulletins, certified manufacturers' prints, schematic diagram, as-built drawings of equipment, and other pertinent data which provide all information necessary to install, service, maintain, repair, and operate each piece of equipment, and shall include parts lists, service and maintenance instructions and performance data. The data, instructions and parts list for each piece of equipment shall necessarily include all accessories and controls furnished with the equipment.

The Manual must be submitted and approved at least four weeks prior to operating personnel training as specified in Section (31) of the General Specifications. Only 2 copies of the Manual will be required for purpose of review by the Engineer with 9 approved copies and an electronic copy to be delivered to the Engineer prior to operation testing and personnel training.

The Manuals shall be bound in vinyl multi-ring binders bearing the contract title and number on the cover and in the window on the binder backbone. The inserts shall be 8-1/2" x 11" in size, with any larger sized inserts folded to 8-1/2" x 11". The Manuals must include an index and tabbed sheets which will contain item numbers and descriptions in sufficient detail for easy reference to any particular piece of equipment included in the Manual.

Operating Personnel Training

(31) For Engineering Department contracts, it shall be the Contractor's responsibility to furnish necessary training and instruction to make supervisory and operating personnel completely familiar with the operation and maintenance of all equipment installed under this Contract. This training and instruction must be completed prior to the start of any operation tests that are required on this Contract. This training and familiarization shall include coordination of new with existing controls. Such instruction may, when deemed necessary by the Engineer, include instruction by factory-trained representatives of the manufacturer. The costs for all necessary instruction shall be included in the price or prices to be paid under the terms of the Contract.

Such time as is necessary shall be devoted to this

requirement and a log shall be kept up to date by the Contractor of such training including date, duration, equipment and/or systems covered and party or parties conducting and attending the instructions. When all Operating Personnel Training is completed, the Contractor shall submit the certified log to the Engineer.

Operator training is to be provided on all three shifts, with all shifts receiving full and equal training.

Training schedules are to be approved by the Engineer two weeks prior to the starting of training.

Technical/Maintenance training is to be given on the day shift, during normal plant working hours. This training is to be separate from the operators' training.

Operation Tests

(32) For Engineering Department contracts, as soon as conditions will permit, and after safety devices, controls, and other components are checked, the Water Reclamation District, in cooperation with the Contractor, will place the equipment finished and/or installed under this Contract in operation, to such an extent that the Water Reclamation District may deem necessary, and will continue to operate and maintain lubrication where necessary, for at least sixty (60) calendar days. During this operation test period, the Contractor shall make such changes, betterments, or replacement in the equipment furnished and installed under this Contract as may be required to comply with the specifications, or to replace any defective work.

When, in the opinion of the Engineer, said changes, betterments, or replacements in the equipment are substantial, then the test period shall be reinitiated and continue for at least sixty (60) calendar days upon completion of the changes.

Prior to the above operation test period, the Contractor shall comply with Section (30) and (31) of the General Specifications. During the above operation test period, the Contractor shall furnish sufficient supervision to instruct the District in the maintenance and operation of the equipment furnished and installed under this Contract.

Acceptance

(33) If, in the opinion of the Engineer, it has been demonstrated in the operation test that the equipment furnished and installed under this contract meets the performance requirements of the Contract, then the equipment furnished and installed under this Contract shall be accepted by the Water Reclamation District; however, if, in the opinion of the Engineer, it has been demonstrated in the operation tests that the equipment furnished and installed under this Contract does not meet the performance requirements of the Contract, then the Contractor shall, at his own expense, make all necessary changes, betterments, or replacements in the equipment so that

it will meet the performance requirements when again tested.

If the Contractor fails or refuses to make changes, improvements, or betterments, or if the improved equipment when placed in operation, shall again fail to meet the performance requirements, the Water Reclamation District, not- withstanding its ownership of work and material which have entered into the equipment, shall have the option of rejecting the equipment or of accepting the equipment at such reduced prices as may be agreed upon by the parties hereto.

In case the Water Reclamation District exercises its option and rejects the equipment, then the Contractor shall repay the Water Reclamation District all sums of money paid to him on progress payment vouchers or on account of the prices herein specified, and upon receipt of said sums of money, the Water Reclamation District will execute and deliver to the Contractor a letter relinquishing its right, title, and interest in and to the equipment. However, that the equipment shall not be removed from the premises of the Water Reclamation District until the Water Reclamation District obtains from other sources other equipment to take the place of that rejected. The Water Reclamation District agrees to obtain the other equipment within a reasonable time, and the Contractor agrees that the Water Reclamation District may use the equipment furnished and installed by him without rental or other charges until the other new equipment is obtained.

Removal of Equipment, Material and Debris

(34) Unless otherwise specified in the Detail Specifications all reusable or salvageable equipment and material specified to be removed in the Detail specifications shall be delivered to the Water Reclamation District storekeeper or to a location on the site designated by the Engineer. The Contractor shall be responsible for the loading, transporting, and unloading of this equipment and material. Equipment, ductwork, or piping with insulating materials intact after removal may be considered, for practical purposes, as having salvage value.

All debris consisted of loose insulation materials, firebrick, broken concrete, etc., shall be removed from the Contractor's work site by the Contractor.

Maintenance Management System Manuals

(35) In addition to the requirements specified in Section (30) of the General Specifications, the Contractor shall furnish electronic and hard copies of Maintenance Management System (MMS) Manuals containing information/data as indicated by each of the items specified below. No later than one-third into the time of completion of this contract (or the one-third point of construction on performance specification contract), the Contractor shall provide a complete list of all equipment furnished under this contract. If the required listing is not provided, the District will withhold progress payments until the Contractor complies. From this list, the District will develop and forward to the

Contractor EQUIPMENT LISTING sheet(s) that will define which equipment is to be included in the MMS Manuals. These sheets will also indicate the required naming and numbering conventions to be used for each piece of equipment. The Contractor shall utilize these EQUIPMENT LISTING sheet(s) for preparation of the MMS Manuals. The information/data specified below shall be furnished individually for each item of equipment entered on the EQUIPMENT LISTING sheet(s). The equipment included in the MMS Manuals need not be included in the manuals required under Section (30).

The Manuals shall be bound in vinyl D-ring binders bearing the contract title and number on the cover and in the window of the spine. The Manuals shall be sized for 8-1/2" x 11" SHEETS, WITH ANY LARGER SIZED SHEETS FOLDED TO 8-1/2" X 11". Manuals shall include an index and tabbed insert sheets labeled for each item of equipment on the EQUIPMENT LISTING Sheet(s). The information/data within each tabbed section shall be organized in the order as it appears below.

All drawings and documents provided for the manuals shall have each individual sheet stamped/identified with the proper equipment number(s) as established in the EQUIPMENT LISTING sheet(s).

The Manuals shall be submitted and approved no less than two months prior to final acceptance of the work or two months prior to any personnel training (Section (31)) and/or operation tests (Section 32)) the Contractor is required to perform, whichever is sooner. Only two copies of the Manual will be required for purposes of review by the Engineer prior to approval.

The information/data required for the MMS Manuals is specified as follows:

- Completed **EQUIPMENT DATA** sheet;
- Completed **MOTOR DATA** sheet;
- Completed **EQUIPMENT MANUFACTURER/SUPPLIER INFORMATION** sheet;
- Lubrication Information: a listing (for each lube point) specifying the generic type of lubricant used, the lubricant supplier, the lubrication frequency based on runtime hour and/or calendar day intervals, and the amount of lubricant used;
- Parts List: consisting of the manufacturers and generic part name, identification number and quantity of each component part of the equipment;
- Spare Parts List: consisting of the manufacturer's recommendations as to which parts from the above parts list should be inventoried, how many of each, and any special storage requirements;

- Control Diagrams: providing schematics showing complete internal and connection wiring;
- Installation Procedure: consisting of the manufacturer's recommendations of step-by-step procedures for proper installation of the equipment;
- Operating Procedures: consisting of equipment manufacturer's recommended step-by-step procedures for starting (including pre-start checks), operating, and stopping the equipment under specific modes of operation. Shut-down procedures (with checklists) for both long- and short-term outages and operating precautions that include safety for personnel and equipment shall be included;
- Preventive Maintenance Procedures: consisting of the equipment manufacturer's recommended steps and schedules (based on runtime hour and/or calendar day intervals) for inspecting and maintaining the equipment;
- Repair/Overhaul Maintenance Procedures: consisting of the manufacturer's directions for the disassembly, repair, and reasonably of the equipment with all safety precautions that must be observed while performing the work; The procedures shall include instructions for the adjustment, calibration, and troubleshooting of equipment;
- Predictive Maintenance Procedures: consisting of the manufacturer's criterion and recommendations for predictive maintenance including descriptions and parameters of all applicable diagnostic test/analysis to be performed and the recommended testing intervals based on runtime hours and/ or calendar days;
- Drawing: exploded or cut views of the equipment shall be provided if available as a standard item of manufacturer's information. When exploded or cut views are not available, plan and section views shall be provided with details callouts.

If CAD drawings are available in electronic format they shall be delivered on electronic or optical media in a format readable by the Water Reclamation District's current CAD systems. If the drawings were originally created using AutoCAD, it is preferred that the files be delivered in .DWG format. If the files are from some other CAD package, then .DXF format is acceptable. As-Built information will be segregated on a separate drawing layer so as to not be mixed with original design or design revision information. Copies of the **EQUIPMENT DATA** sheet, the **MOTOR DATA** sheet and the **EQUIPMENT MANUFACTURER/SUPPLIER INFORMATION** sheet appear in these contract documents. The Contractor may reproduce the sheets or upon written request, obtain copies from the District.

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THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

DETAIL SPECIFICATIONS

FOR

SCAVENGER SERVICES AT THE O'BRIEN WATER RECLAMATION PLANT

CONTRACT 26-713-11

1.0 GENERAL AND PRE-BID CONFERENCE

1. The Contractor shall furnish all labor and supervision necessary to provide adequate waste containers, removal of filled waste containers, and wet weather and/or emergency waste removal services. The Contractor shall furnish all necessary equipment, containers, vehicles, transportation and disposal site(s) to provide adequate waste disposal services, complete, as specified herein and as ordered by the Engineer.
2. The Contractor shall provide adequate and competent supervision for the work required.
3. The Contractor shall obtain and execute any or all necessary permits, licenses, or easements as may be required from any third party or governmental agency including the District. The Contractor is advised that transportation and disposal of oil-soaked straw is classified as "Special Waste" and requires appropriate State of Illinois chemical analysis, licenses, disposal permits and site permits. All expenses in connection with the above shall be borne by the Contractor. This Section is not in limitation of Article 2 of the General Conditions of this contract.
4. A Voluntary Technical Pre-Bid Conference will be held online via a Zoom meeting on Tuesday, April 7, 2026, at 11:00 a.m. CT. The link to the Zoom meeting is attached in a separate 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 Conference 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 to seek clarification of technical or procedural aspects of this Contract. There will be a Q&A session at the end of the meeting. Also, Bidders must give their contact information in order to register for the conference, prior to entering the Zoom Pre-Bid meeting.

In addition to being able to raise questions at this Voluntary Technical Pre-Bid Conference, all Bidders are hereby reminded they may raise questions to the District's Question and Answer Board, online at the District's website, at www.mwrdd.org. The path is as follows: Doing Business à Procurement and Materials Management à Contract Announcements à (Find correct project) à Ask a Question.

2.0 DESCRIPTION OF SERVICE

Unless otherwise noted under the Scope of Work, the following provisions shall apply:

1. The Contractor shall continuously provide, upon request by the Resident Engineer (Engineer), empty waste containers at designated locations, as specified herein.
2. District personnel will fill the containers with the materials collected at said locations on a continuous basis.
3. The Contractor shall completely empty waste-filled containers, or replace them with approved empty containers, when requested by the Engineer.
4. The Contractor shall lawfully haul and dispose of said waste, regardless of its density, to a site or sites provided by the Contractor.
5. The Contractor shall not remove and transport partially filled containers, unless requested to do so by the Engineer.
6. Prompt and continuous removal of the collected waste is of the essence under this contract.
- 7a. For on-call services, when notified by the Engineer before 12:01 p.m. CT on any day, Sunday through Saturday, the Contractor shall remove and replace containers within four hours. When notified by the Engineer after 12:01 p.m. CT, on any day, the Contractor shall remove and replace containers the following morning.
- 7b. For scavenger services to be performed on a fixed schedule/regular frequency, the Contractor shall perform the specified scavenger service on the day the service is scheduled to occur, and within the specified time window (prior to 3:30 p.m. CT, unless otherwise noted). When a specific time window is specified (7:30 a.m. to 2:00 p.m. CT, with thirty (30) minutes notice, for the North Branch Pumping Station, for example), the Contractor shall perform the service on the day the service is scheduled to occur, within the specified time window.
- 7c. When the Engineer notifies the Contractor of wet weather and/or emergency conditions, the Contractor shall remove and replace filled containers within three (3) hours of such notification.
8. The Contractor shall maintain a live answering service (no voicemail or answering machine) and a designated service email address to respond to all requests for service. The answering service shall have a single "Hotline" phone number to receive service requests for all sites and must be accessible 24-hours a day, 7 days a week. In addition, Contractor shall provide the Engineer with the mobile numbers of the weekday, off-hour and weekend dispatchers.

9. The amounts collected of some wastes, such as grit, fine, coarse, and concentration screenings, are affected by plant flow conditions, and are likely to be higher than normal during storm flow conditions. The Engineer will advise the Contractor of wet weather and/or emergency waste collection needs as they arise. When the Engineer advises the Contractor of these conditions, the Contractor shall remove and empty filled containers within three (3) hours of notification to do so by the Engineer(s), 7 days a week.
10. Removal and replacement operations will take place at the facility(s) during the normal working hours of 7:00 a.m. CT to 3:30 p.m. CT, except where otherwise specified under the individual items, or as directed by the Engineer.
11. The Contractor shall maintain a sufficient number of empty containers in the designated areas to provide for uninterrupted loading of waste.
12. The Contractor is responsible for vehicle weight compliance and for covering loads, where required.
13. Payment for waste removal will be based on the number of containers removed, as bid. The volume of each container shall be as stated in the Contract documents.
14. The Contractor shall exercise caution to ensure against spillage or scattering of material into any drainage system, or waterway, or on to any roadway, or third-party property during handling or transporting wastes to disposal site(s). The Contractor shall assume all responsibilities associated with protecting the District and third-party properties that may result from the performance of this work.
15. The Contractor is responsible for timely cleanup of spilled material resulting from either the transport of containers from District property, or overfilled containers due to their inability to provide empty containers, as specified. The Contractor shall perform immediate cleanup with their own manpower, at no additional cost to the District.
16. The Contractor shall have two (2) hours, after notification by the Engineer, to clean up spilled material. If the Contractor fails to perform cleanup of spilled material, then the District will provide manpower and equipment for the cleanup. The sum of Two Hundred Fifty Dollars (\$250.00) or the actual resulting costs, whichever is higher, per incident, will be deducted from payments due to the Contractor.
17. The District will maintain a log of all requests for removal and replacement of filled containers in order to provide documentation of services and/or spillage. The Contractor may maintain a separate log at their option. The District log will show the date and time each call is placed, delays, spillage, container size, deployment of personnel and equipment, and related information. The Contractor may examine the District log(s) upon written request. However, if any dispute arises, entries in the District's log(s) will be considered to be binding on all matters of controversy.
18. The Contractor shall provide notification to authorized District personnel when arriving at District facility(ies) for service and replacement of filled roll off containers.

Further, the Contractor shall prepare and maintain pick-up tickets showing date, time, location, type of material, number of containers hauled, and signature of hauler. Each pick-up ticket shall be signed by an authorized District employee and have a pre-printed and unique identification number. A copy of the ticket shall be submitted to the District employee at the time of service. The original pick-up ticket shall be submitted with each invoice. Service for a container that has an incomplete or unsigned pick-up ticket or for which the pick-up ticket is not submitted with the invoice will not be paid.

19. The Contractor shall provide recycling services for newsprint, magazines, cardboard, plastic bottles, glass, aluminum cans, mixed office paper, and used Laser Printer Cartridges at no additional cost to the District. The Contractor shall provide storage containers for these items. The type, quantity, and location of recycle containers must be approved by the Engineer(s). The Contractor shall remove the above materials after being notified by the Engineer within one (1) week of each notification.

In addition, the Contractor shall provide a monthly recycling report. The report shall include a listing of all supplied containers, including their corresponding size, color and location.

20. All quoted prices and billing shall be based on uncompacted waste, unless noted otherwise.
21. Upon termination of this contract, the Contractor shall remove all of their containers, material and equipment within one (1) week. The Contractor's failure to remove the containers in a timely manner may result in assessment of liquidated damages, as stated in the Agreement.

3.0 CONTAINERS

1. All containers furnished shall comply with the stability regulations of the Consumer Products Safety Commission (CPSC).
2. The Contractor shall provide a marking on each container indicating the level where the container is considered full as approved by the Engineer.
3. The Contractor may substitute containers with capacities different from those specified herein, provided that the substitution has been prior approved by the Engineer(s). In this case, the container invoice price will be adjusted based on the substituted volume and both the District and Contractor must agree to this revision in writing. Payment for a substituted container will be figured as follows:

$$\begin{array}{c}
 \boxed{\text{Price of Substitute Waste Container}} \\
 \hline
 = \frac{\boxed{\text{Volume of Substitute Waste Container}} \times \boxed{\text{Bid Price of Original Waste Container}}}{\boxed{\text{Volume of original full waste load specified in Section 6.0, SCOPE OF WORK, of these Detail Specifications}}}
 \end{array}$$

4. Mobile Containers provided shall be equipped with positive wheel-locking devices or shall be promptly chocked when placed in position.
5. All large containers used for grit, screenings and wet trash, shall be watertight and shall be from six (6) to eight (8) feet wide. Both ends of the containers shall have tow rings or other devices suitable for towing and connecting containers. The containers shall be suitable for towing while full. The containers shall be the "lugger" type, unless otherwise specified herein, or other design which will satisfy the site conditions and requirements. To allow draining of excess water, suitable drains shall be provided as approved by the Engineer.
6. Scum Containers shall be watertight tank truck type, fully covered box type, or other container type approved by the Engineer. To allow draining of excess water from both ends of the container, two plug valves, 2-inch (2") I.D. minimum, or other devices approved by the Engineer, shall be installed.
7. To prevent spillage of scum from scum containers upon removal, these containers will be filled to 90% of the volume of the container, and will be considered full when loaded to this level. Additional information concerning the removal of scum containers can be found in these Detail Specifications under "Scope of Work", and as listed in the tables "Types and Numbers of Containers Required by Location, and Pick-up Frequency."
8. Container capacity will be determined assuming liquid content measured level to the container's rim. Prior to initiating work under this Contract, the Contractor shall furnish the Engineer with a listing of all containers to be utilized and the capacity of each container in cubic yards (yd³) Each container shall be designated by a number or other unique identifier, and its stated capacity will be subject to field verification by the Engineer.
9. The Contractor shall provide containers in acceptable structural condition and appearance. Corroded, severely deformed, or deficient containers shall be promptly removed, replaced or repaired upon request of the Engineer. If District operations are impaired due to failure of the Contractor to make repairs in a timely fashion, the District will make any repairs necessary and adjust invoices accordingly.
10. Where trash and debris are generated in quantities greater than expected, additional containers may be required. Minor changes in the number or location of these stations shall be made as directed by the Engineer.
11. Containers up to ten (10) yd³ in size shall be fitted with hinged covers.
12. Recyclable Waste Collection Containers shall be two 2 yd³ in size, unless otherwise specified herein. Each container shall be clearly marked as a "RECYCLE" container, along with marking indicating type of material to be collected. The District will be responsible for all intermediate containers and for transporting recyclable waste to the Contractor's collection containers. Changes in the number and location of recycle containers shall not be made without the approval of the Engineer(s), and shall be made at no additional cost to the District.

4.0 DESCRIPTION OF WASTE MATERIALS

1. Grit: Consists of mainly inorganic solids (with some organic matter) carried to a Water Reclamation Plant (WRP) in sewers, and collected in the grit chambers of such plant.
2. Scum: Consists of fats, oils and greases, carried to a WRP in sewers, and are skimmed from the surfaces of primary and secondary settling tanks.
3. Screenings: Waste material, such as rags, wood, debris, etc., carried to a WRP in sewers, and are large enough to be trapped by the WRP's bar screens.
4. Trash or Debris: Trash, deteriorated articles such as equipment, timbers, paper, books, rags, concrete and other discarded waste matter collected from offices, plant grounds, and other facilities.
5. Landscape Waste: Consists of branches, grass clippings, pond weeds, and uncontaminated soil, manually deposited in the dumpster.

Note: Grit and scum often have a strong objectionable odor, while trash, screenings and landscape waste may not.

5.0 CITY OF CHICAGO COMMERCIAL REFUSE CONTAINER PERMIT FEE

1. The Municipal Code of Chicago, Section 4-260-150, outlines the Commercial Refuse Container Permit Ordinance (hereafter referred to as the Ordinance).
2. It is the Contractor's responsibility to apply for and obtain all necessary permits, identification, and any other requirements pertaining to the Ordinance. Locations and containers are listed in these specifications and/or on the locations tables attached.
3. Containers provided by the District are NOT exempt from Contractor responsibility for compliance with the Ordinance. The Contractor shall pay City of Chicago permit fees for all applicable containers, including those owned by the District.

6.0 SCOPE OF WORK

If any specifications in this Section are in conflict with those in any of the above Sections, the specifications in this Section shall govern.

The scope of work required for this Contract is as follows:

6.1 O'BRIEN SERVICE AREA

The Contractor shall provide dumpster in size, type, and location as specified in Table 1, located in the attachment. No filled dumpsters shall be stored at the O'Brien WRP. Empty dumpsters may be stored in designated locations to satisfy the requirements of Section 2, DESCRIPTION OF SERVICE, paragraph 11, of these Detailed Specifications.

The Contractor is responsible for ensuring that a signed copy of a record of collection in a service area is always given to O'Brien's plant personnel on duty at that time. The record should be signed by both driver and District personnel on duty at that time, and at minimum shall be signed by District personnel.

The District reserves the right to not pay charges for services performed that do not have a signed record fulfilling this minimum requirement.

The District is also not responsible for any delays in processing or payment of invoices due to missing signatures or Contractor invoice errors.

6.1.1 O'Brien WRP:

1. Grit

- a. Grit wet density is estimated at 2,700 lb/yd³ average, and 3,000 lb/yd³, maximum.
- b. Grit containers shall be of the open roll-off type. All grit containers shall be movable by means of the capstan and tow rope arrangement at the plant. The containers shall have two rings on the front and rear ends, and shall be equipped with minimum six-inch diameter roller wheels at both the front and rear ends. The rear wheels shall also be equipped with locking devices.
- c. Grit loading area measures approximately thirteen (13) feet in length. Containers with fifteen (15) yd³ capacity are required.
- d. A fifteen (15) yd³ grit container shall be fully loaded when 90% filled, i.e., the adjusted volume is thirteen and a half (13.5) yd³.
- e. Grit containers shall not be intentionally loaded by plant operating personnel to more than the adjusted volume except under storm flow conditions or when the Contractor fails to promptly remove a grit container.

2. Fine Screenings

- a. Fine screening containers shall be of the open roll-off type. All fine screening containers shall be movable by means of the capstan and tow rope arrangement at the plant. The containers shall have two rings on the front and rear ends, and shall be equipped with minimum six-inch diameter roller wheels at both the front and rear ends. The rear wheels shall also be equipped with locking devices.

- b. Fine screenings containers shall be equipped with a minimum of two (2) 2-inch plug valves at each end of the container or other devices approved by the Engineer to allow draining of excess water.
- c. Fine screenings containers measure approximately eighteen (18) feet in length. Containers with twenty (20) yd³ capacity are required.
- d. A twenty (20) yd³ fine screenings container shall be fully loaded when 90% filled, i.e., the adjusted volume is eighteen (18) yd³.
- e. Fine screenings containers will not be intentionally loaded by plant operating personnel to more than the adjusted volume except under storm flow conditions or when the Contractor fails to promptly remove a screenings container.

3. Coarse Screenings

- a. The coarse screenings container(s) at the O'Brien WRP shall have a capacity of four (4) yd³ and can be filled up to 100% of capacity. Pickup of this container shall be directed on a regular frequency rather than on a callout basis. On occasion, a wet-weather and/or emergency callout may be required, and in these cases the Contractor shall respond within the timeframe specified in Section 2, DESCRIPTION OF SERVICE, paragraph 7c, of these Detailed Specifications.
- b. A five (5) yd³ capacity "low boy" container for vacuum truck clean-out or Lake Michigan screen cleaning waste (lake screenings) shall be provided on an as-needed basis, for both delivery and pick-up, at a specified location, to be determined by the Engineer.

4. Concentration Screenings

- a. When hauling a filled concentration screenings container, the container must immediately be replaced in order to maintain continued screenings disposal service.
- b. Concentration screenings containers shall be two thirds (2/3) covered in such a manner as to prevent spillage during transport, and equipped with a minimum of two (2) 2-inch plug valves at each opposite end of the container, or other devices approved by the Engineer.
- c. Concentration screenings containers measure approximately fifteen (15) ft. in length. Containers with fifteen (15) yd³ capacity are required. Due to restricted access to the concentration screenings container, the Contractor shall install guide rails to ensure proper placement of the dumpster.
- d. A fifteen (15) yd³ concentration screenings container shall be fully loaded when approximately 75% filled, i.e., the adjusted volume is eleven (11) yd³. This adjusted volume is considered one (1) full container.

- e. Concentration screenings containers will not be intentionally loaded by plant operating personnel to more than the adjusted volume except under storm flow conditions or when the Contractor fails to promptly remove a screenings container.

5. Scum Removal

- a. The scum container shall be a tank truck type, fully covered box or other type as approved by the Engineer.
- b. The scum container shall be movable by means of the capstan and tow rope arrangement at the plant. The containers shall have two rings on the front and rear ends, and shall be equipped with minimum six-inch diameter roller wheels at both the front and rear ends. The rear wheels shall also be equipped with locking devices.
- c. The Container shall be fitted with a minimum of two (2), 2-inch drains, with shutoff valves placed on opposite ends of the containers, to facilitate scum dewatering by Plant personnel.
- d. The scum container supplied must be compatible with the on-site loading equipment.
- e. A fifteen (15) yd³ scum container shall be fully loaded when 90% filled, i.e., the adjusted volume is thirteen and a half (13.5) yd³.

6. Trash/Debris

- a. The Contractor shall maintain one (1) twenty (20) yd³ container on site for trash and debris. The twenty (20) yd³ trash/debris container shall be fully loaded when 100% filled, i.e. adjusted volume is twenty (20) yd³. The Contractor shall also provide an additional twenty (20) yd³ container for recycle material at the Engineers request. The container shall be kept on site temporarily, shall be positioned as directed by the Engineer and shall be hauled as recycle material at no charge to the District.
- b. Trash/debris shall consist of the following materials: trash, deteriorated articles such as equipment, timbers, paper, books, rags, concrete and other discarded waste matter.
- c. The trash/debris container shall be of the open roll-off type. The open roll-off containers shall be equipped with roller wheels at the front and rear ends, with locking devices on the rear wheels to be used during loading and unloading.
- d. On occasion, the engineer may request a twenty (20) yd³ trash/debris container to be placed at a location within the O'Brien WRP service area on an as-needed basis. Delivery and pick-up of the container will be as directed by the Engineer and payment will be made at the same unit price for this item.

7. Landscape Waste

- a. A fifteen (15) yd³ container for landscape waste shall be provided, and shall remain on site at all times.
- b. The landscaping container shall be fully loaded when 100% filled, i.e., the adjusted volume is fifteen (15) yd³.

8. Twice Weekly Office Trash Service

- a. The Contractor shall provide eight (8), 1-1/2 cubic yard containers, to be emptied twice weekly, on Tuesdays and Fridays, at the three (3) following locations throughout the O'Brien Water Reclamation Plant. The three (3) service locations within the plant are as follows:
 - Four (4) containers shall be located outside the Service Building.
 - One (1) container shall be located at the Pump and Blower Building.
 - Three (3) containers shall be located at the Process Control Building.
- b. The 1-1/2 cubic yard containers shall have hinged covers and wheels to allow them to be rolled and positioned as needed. Containers shall be provided and maintained by the contractor and located as specified by the Engineer.
- c. All containers shall be emptied during scheduled service, and payment will be made as a lump sum monthly charge for this item.
- d. The Village of Skokie may require the District to utilize a Village franchised vendor for this "office trash" service. The Engineer will advise the Contractor if an alternate vendor is utilized and if service for this item is no longer required.

9. Recyclable Waste Containers

- a. The Contractor shall provide a minimum of eight (8) 1-1/2 cubic yard containers to be emptied at least once a week for recyclable waste material. The containers shall be clearly marked for content and placed at locations designated by the Engineer. The three (3) service locations within the plant are as follows:
 - Four (4) containers shall be located outside the Service Building.
 - One (1) container shall be located at the Pump and Blower Building.
 - Three (3) containers shall be located at the Process Control Building.
- b. The 1-1/2 cubic yard containers shall have hinged covers and wheels to allow them to be rolled and positioned as needed. Containers shall be provided and maintained by the contractor and located as specified by the Engineer.

- c. The Contractor shall provide one (1) twenty (20) cubic yard roll-off type container for recyclable waste material that shall be emptied when notified by the Engineer. This container shall be located at the Pump and Blower building, or as specified by the Engineer.
- d. Recycle waste containers shall be provided and maintained by the Contractor, and emptied as specified at no additional cost the District.

6.1.2 North Branch Pumping Station (NBPS)

NOTE: The NBPS is subject to the City of Chicago's Commercial Refuse Container Permit.

1. Coarse Screenings

- a. The coarse screenings container (dumpster) at the NBPS shall have a capacity of fifteen (15) yd³ and can be filled up to 80% of capacity, i.e., the adjusted volume is twelve (12) yd³.
- b. The container shall be placed and relocated, without additional charge, under the conveyor belt, as directed by the District's personnel. Pickup of this container shall be as directed on a regular frequency, once a week (every Friday, between 7:30 a.m. and 2:00 p.m., with thirty (30) minutes notice) in dry weather conditions, rather than on a callout basis. Additional calls for pickup may be more during wet weather and/or emergency conditions. During these conditions, the Contractor will be notified as early as possible. In all cases, the waste-filled container shall be pulled out and an empty container shall be placed under the conveyor belt during the same visit by the Contractor, to ensure continuous use. Contractor shall also provide a spare container of the same type and dimensions to be kept on the NBPS site in all cases and at all times. The location of this spare container shall be designated by the Engineer. The waste-filled container shall be hauled away and it shall not be left in the parking area for later removal. Pick-up of the container at this site shall be no later than three (3) hours after the first call is made to the Contractor during wet weather and/or emergency conditions. The Contractor is hereby cautioned that liquidated damages will be assessed in accordance with Article 24 of the General Conditions, and as stated in the Agreement, for failure to perform as specified.

Each container shall have a minimum of six (6) drainage ports, wheels suitable to accommodating heavy loads and be maintained by the contractor to the satisfaction of the Engineer.

- c. In certain circumstances, the District's Engineer or its representative may call for a different size dumpster at this location. Size may vary to fit into this location.

In such circumstances, the Contractor will be paid by the cubic yard price quoted in the proposal for coarse screening waste.

7.0 THE FOLLOWING SECTIONS APPLY TO ALL LOCATIONS SPECIFIED HEREIN

7.1 SCAVENGER SERVICES/REMOVAL AND REPLACEMENT OPERATIONS AT NON-STAFFED, OUTLYING LOCATIONS OR FACILITIES

The Contractor is cautioned that it is of utmost importance to adhere to the specifications in the TIME section of the Agreement of this Contract Document, especially as it pertains to scavenger services/removal and replacement operations at non-staffed, outlying locations or facilities (North Branch Pumping Station, for example). The Contractor's failure to adhere to the time specifications at these locations, to include time specifications for service requests due to wet weather and/or emergency conditions, will result in the assessment of liquidated damages as specified in the Agreement. Upon request, the Resident Engineer will advise the Contractor if the requested scavenger service is to be performed at a non-staffed, outlying location or facility.

7.2 PLACEMENT AND MAINTENANCE OF DUMPSTERS

The Contractor shall place and maintain empty dumpsters on District property, at the request of the Resident Engineer, at no additional cost to the District. At times, the Resident Engineer may request that an empty dumpster remain on District property for an extended period of time. No payment will be made to the Contractor for the placement, maintenance or pick-up of such empty containers. The only payment that will be made to the Contractor, will be for emptying full dumpsters, in accordance with the proposed unit prices.

Further, the Contractor shall be responsible for performing all necessary repairs to all dumpsters (and all associated hoses, accessories and ancillary items, as applicable) on-site, or at the contractor's repair shop as required, at no additional cost to the District.

8.0 QUALITY ASSURANCE AND CAUSE FOR TERMINATION

If, during the execution of this Contract, the Resident Engineer determines that the Contractor is not exercising due care to protect District facilities and/or equipment, is not fulfilling the requirements of the Contract, or is not performing work in a professional and workmanlike manner, the Resident Engineer shall instruct the Contractor to cease work and submit, in writing, steps the Contractor shall take to correct any and all deficiencies noted by the Resident Engineer. If an agreement cannot be reached between the District and the Contractor concerning the proper execution of the Contract, the District reserves the right to terminate the Contract. The Contractor shall submit a detailed invoice for services performed prior to termination of the Contract. The Contractor shall only be paid for services satisfactorily completed. The Resident Engineer shall review the Contractor's submittal and determine the value of said services. The Contractor agrees that the Resident Engineer's decision on this matter is final and binding.

The District also reserves the right to terminate the Contract should it be discovered that the Contractor had misrepresented or made false statements regarding his/her or his/her personnel's qualifications.

9.0 ACCESS TO JOB SITE AND SECURITY

The Contractor agrees to comply with all security requirements of the District. Before commencing work at a District facility, the Contractor shall submit a copy of a driver's license or state-issued identification for each employee who will enter the facility. In addition, the District reserves the right to request a replacement representative/employee from the Contractor and also reserves the right to refuse to allow Contractor's personnel on District property if deemed necessary.

10.0 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.

Further, the Contractor agrees to comply with all safety rules and regulations in the Detailed Specifications.

11.0 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.

12.0 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. All drivers shall have proper licensing documents available for inspection by District Police at all times. Drivers

who do not provide such documentation, if requested, will not be allowed to enter or remain in District facilities or load their trucks until such documents are presented and may be excluded from further work under the Contract, as determined by the Resident Engineer. 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 will be taken, including the assessment of liquidated damages in accordance with the LIQUIDATED DAMAGES section of the Agreement, if applicable. 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.

13.0 OPERATION OF THE EXISTING FACILITIES

The attention of the Contractor is called to the fact that the existing facilities (as applicable) upon the sites of which the works under this Contract are located, are in permanent operation by the District and will be kept in continuous operation while work under this Contract is in progress. The Contractor shall arrange all work and agree to cooperate with the District, so as not to interfere with the continuous operation of the facilities by the District, except as otherwise definitely specified.

14.0 COOPERATION

In accordance with Article 21 of the General Conditions, and not in limitation thereof, the Contractor shall cooperate so as not to interfere with District operations. The Contractor shall take necessary precautions to prevent debris, dust, etc., from impinging on or entering into District adjacent structures, machinery and equipment. The facilities to be worked on are in continuous operation and the Contractor shall schedule his/her work accordingly with approval from the Resident Engineer. No work shall be undertaken in these areas until all materials are available and ready for use.

The services provided under this Contract are an integral portion of various District projects and could include water reclamation and treatment operations, Biosolids handling, construction, and maintenance. The successful execution of these projects requires that all parties involved, including the Contractor under this Contract, closely cooperate with the general supervision of the Resident Engineer and conduct themselves in a professional and businesslike manner.

15.0 COORDINATION AND DISTRICT'S RESPONSIBILITY

The District will attempt to maintain clear access to the work for the Contractor's activities. However, should operational requirements dictate, the Resident Engineer may interrupt work. Such interruptions shall not result in any additional cost to the District.

16.0 PRE-START MEETING

Prior to commencing work, the Contractor shall arrange a pre-start meeting with each Resident Engineer at each location, for their respective area. The required work, work schedule, and safety rules will be discussed, security requirements will be presented, and any questions the Contractor may have will be answered.

17.0 SAFETY

1. The Contractor shall be responsible for the safety of the Contractor's employees, District personnel and all other personnel at the site of the work, and
 - a. Have a competent safety representative(s) available and readily accessible at all times while work is in progress.
 - b. The safety representative(s) must be on the job site at all times while work is in progress. Where multiple sites are involved, he must have an approved alternate at each site at all times where work is in progress.
2. A resume of the qualifications of the safety representative(s) must be submitted to the District and approved by the Engineer prior to the start of any field work. This resume shall include such items as education, special safety and first aid courses completed, and safety conferences attended.
3. The safety representative(s) shall:
 - a. Have successfully completed and be currently certified in the American Red Cross CPR and the American Red Cross First Aid, or approved equals.
 - b. Be completely familiar with all applicable health and safety requirements of all governing legislation and ensure compliance with same.
 - c. Have proper safety and rescue equipment as required for the type of work performed. This equipment shall include such applicable items as proper fire extinguishers, flare kits, first aid kits, safety ropes and harnesses, stretchers, life preservers, oxygen breathing apparatus, resuscitators, gas detectors, oxygen deficiency indicators, explosimeters, etc. The equipment shall be adequately maintained and readily available for any contingency.
4. The Contractor shall immediately report to the Engineer all accidents involving injury to personnel or damage to equipment and structures. In addition, the Contractor shall furnish to the Engineer a copy of all accident or health hazard reports prepared for OSHA as well as copies of all notices of apparent violations

that may be issued by OSHA and all disposition reports on any hearings, appeals, findings, etc. The Contractor shall furnish to the Engineer, the aforementioned copies, notices and disposition reports within 24 hours of the submittal of the accident or health hazard report, or the receipt of each notice of apparent violation or violations and receipt of each disposition report. All accident reports shall be provided to the Resident Engineer, within 24 hours of the occurrence of an accident.

5. The Engineer shall be permitted to examine all reports, recommendations, and records of the Safety Representative within twenty-four (24) hours of the request. Additionally, the Engineer must be given copies of such reports, recommendations, and records within twenty-four (24) hours of request.
6. All personnel employed by the Contractor or their Sub-contractors whenever entering the job site, any shaft, or tunnel headings shall be required to wear approved safety hats.
7. The Contractor shall comply with all noise requirements relating to noise levels as specified in OSHA.
8. When the work is located on or close to roadways, the Contractor shall provide all necessary traffic control for protection of the traveling public.
9. No employee will be allowed to work in areas where the concentrations of airborne contaminants exceed the permissible exposure limits (PEL) of OSHA or the District, whichever is lower. Respirators shall not be substituted for environmental control measures and shall be used only as prescribed by OSHA.
10. All internal combustion equipment shall be operated in such a manner as to prevent any health hazards to personnel from exhaust.
11. All haulage equipment such as end loaders, crawlers, augers, dump trucks, hoists, cages, elevators, conveyors and cranes shall conform to all requirements described in OSHA.
12. In addition to the safety requirements herein set forth, the Contractor shall comply with the health and safety laws, rules and regulations of federal, state and local governments, including but not limited to:
 - a. Safety Rules - Metropolitan Water Reclamation District of Greater Chicago, dated January 7, 2007, as subsequently amended;
 - b. The Federal Occupational Safety and Health Act of 1970, which includes "Safety and Health Regulations for Construction," together with all Amendments thereto and all rules and standards implementing said Act;

Copies of the rules and regulations listed above shall be maintained at the job site by the Contractor's Safety Representative throughout the duration of the contract. Where a conflict exists between any of the standards listed, the most stringent will apply.

13. The Contractor shall provide to the Engineer, upon delivery and prior to the use of any materials, the appropriate Safety Data Sheet for any material requiring one.

The Contractor shall not create any conditions that harbor or attract pests.

18.0 INSURANCE

The Contractor, prior to engaging upon the work agreed to be done, shall procure, maintain, and keep in force, at the Contractor’s expense, in which they are the named insured, such insurance coverage as follows:

LINE OF INSURANCE	MINIMUM LIMIT OF LIABILITY
1. Worker's Compensation	STATUTORY
2. Employer's Liability:	
A. Each Accident.....	\$1,000,000.00
B. Each employee-disease	\$1,000,000.00
C. Policy aggregate-disease	\$1,000,000.00
3. Commercial General Liability:	
A. Per occurrence	\$1,000,000.00
B. General Aggregate	\$1,000,000.00
C. General Aggregate-per Project.....	\$1,000,000.00
D. Products/Completed Operations General aggregate.....	\$1,000,000.00
4. Business Auto Liability	\$1,000,000.00

NOTE: THE CERTIFICATE SHALL CLEARLY STATE THAT THE "METROPOLITAN WATER RECLAMATION DISTRICT, ITS COMMISSIONERS, OFFICERS, AGENTS, AND EMPLOYEES" ARE ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL LIABILITY, BUSINESS AUTO, AND CONTRACTOR’S POLLUTION LIABILITY (IF REQUIRED) INSURANCE POLICIES AND SHALL BE EVIDENCED AS SUCH ON THE CERTIFICATE(S) OF INSURANCE PROVIDED FOR THIS CONTRACT.

The Contract number and purchase order numbers shall also be clearly indicated on the insurance certificate(s).

Additional Insured status shall be provided on the commercial general liability insurance policy using ISO form CG 20 10 and ISO form CG 20 37, or their equivalent.

Umbrella/Excess Liability Coverage may be used in combination with the Employer’s Liability, Commercial General Liability, and Business Auto Liability coverages to provide the full limits required.

Prior to engaging upon the work, the Contractor shall furnish to the District certificates of such insurance, or other suitable evidence that such insurance coverage has been procured and is being maintained in full force and effect, and shall obtain the written approval of same from the Director of Maintenance and Operations. The District reserves the right to require complete certified copies of all required insurance policies at any time.

All liability insurance coverage required hereunder is to be written on an "occurrence" form, with the following exceptions (if required). The District may accept Claims Made coverage for the Cyber Liability coverage and for the Professional Errors and Omissions coverage, if the retro date for coverage is prior to the date work begins on the project and coverage is maintained for a period of three years following the completion of the project (a three-year extended reporting period can be substituted for this). The retro date shall be stated on the certificate of insurance. Final determination of acceptability is at the discretion of the District's Law Department. Automobile Liability shall include ISO endorsement CA9948, pollution liability – broadened coverage for covered autos.

Upon failure to provide such evidence of coverage and/or policies or certified copies of insurance within the time periods required, the District may direct the Contractor to cease all operations until the required documents have been provided. Such certificates of insurance and insurance policies must be accompanied by any required additional insured endorsements and provide that coverage may not be canceled, non-renewed, or materially reduced in coverage or in limits without providing thirty (30) days' advance written notice (ten (10) days for non-payment) by the insurer to the District. All certificates of insurance, insurance policies, and the insurance companies providing the coverage required herein are subject to the approval of the District.

Not less than two (2) weeks before the expiration of any insurance coverage required by the Contract, the Contractor must provide certificates which evidence renewal or continuation of the required insurance policies.

The Contractor's insurers shall agree to waive all rights of subrogation against the District, its Commissioners, officers, agents and employees for workers' compensation, commercial general liability, auto liability, and Contractor's pollution liability (if required) for losses arising from this Contract. This shall be evidenced on the certificates of insurance provided for this Contract.

Unless otherwise agreed to in writing by the District, the insurer(s) providing the required insurance shall be licensed/allowed to do business in the State of Illinois and shall be rated A-, Class VII or better in the most recent edition of Best's Key Rating Guide. Exceptions to this clause are at the discretion of the District's Law Department.

The District shall have no responsibilities whatsoever to the Contractor with respect to any insurance coverage, its procurement, or the absence thereof.

The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and save harmless the District under the provisions of this Contract.

The Contractor's insurance coverage shall be primary and non-contributory insurance as respects the District, its Commissioners, officers, agents, or employees. Any insurance or self-insurance maintained by the District, its Commissioners, officers, agents, or employees shall be excess insurance and shall not contribute to the Contractor's insurance. Any deductibles or other forms of retention set forth in Contractor's insurance policies are the responsibility of the Contractor. All deductibles and self-insured retentions are subject to the approval of the District.

Bidders are strongly urged to investigate the costs of the above insurance before submitting bids. If this Contract is awarded and the Contractor shall fail to comply with the minimum insurance requirements as stated above, then the award may be canceled.

The District maintains the right to modify, delete, alter or change these requirements.

ALL INSURANCE SUBMITTALS SHALL BE IDENTIFIED BY THE CONTRACT NUMBER 26-713-11 AND THE PURCHASE ORDER NUMBER.

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Table 1

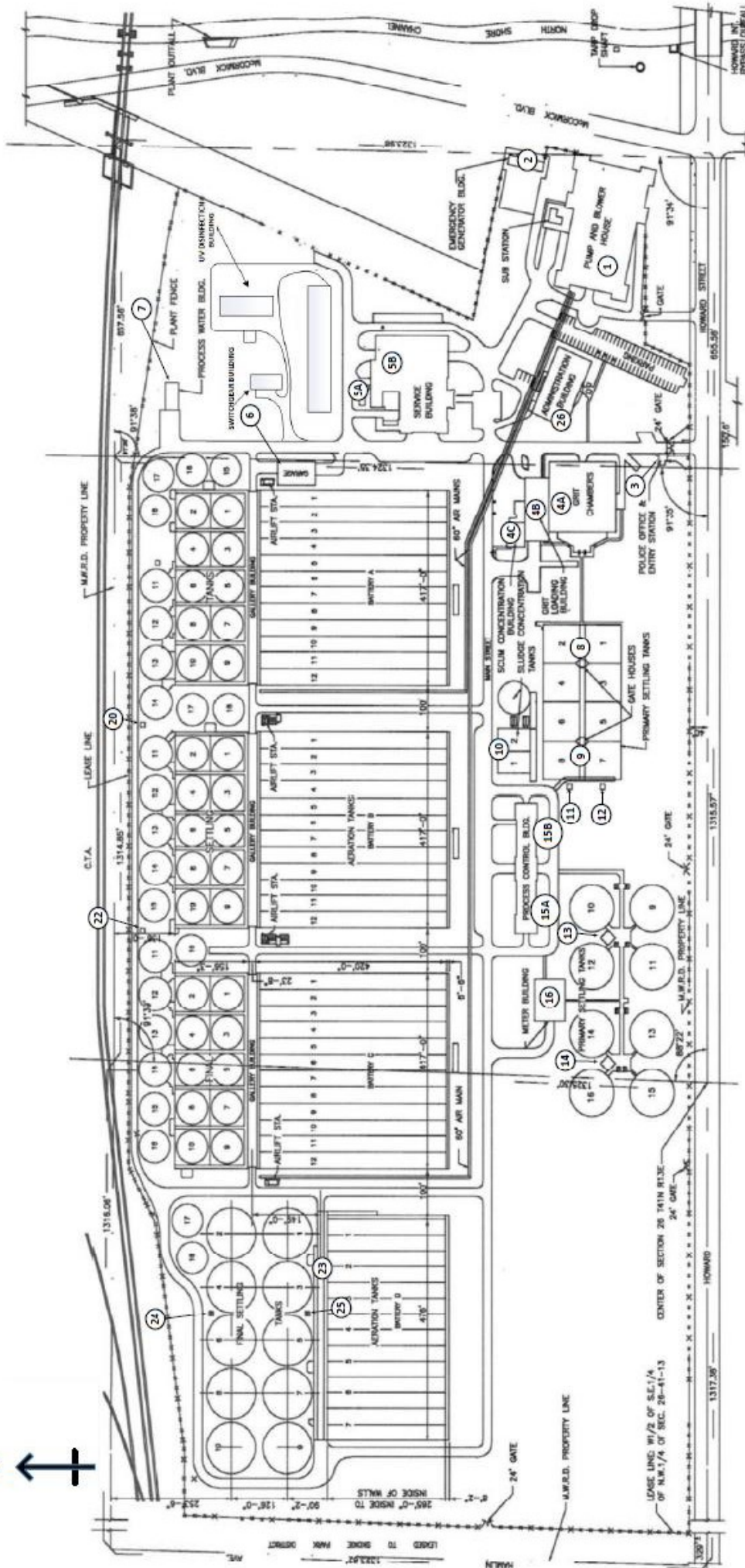
Contract 26-713-11, O'Brien WRP, 3500 W. Howard St. Skokie, IL

Types and Numbers of Containers Required by Location,
Types and Amounts of Waste, and Pick-up Frequency

	O'Brien WRP 3500 W. Howard Street Skokie, IL	Waste Type	No. of Containers	Container Capacity (yd ³)	Pickup Frequency	Type of Container, %Filled
1	Grit Building (4b)*	Grit	3	15	as directed	open rolloff, 90% filled
2	Grit Building (4b)*	Fine Screenings	3	20	as directed	open, rolloff type with 2 drains, 90% filled
3	Grit Building (4b)*	Scum	2	15	as directed	fully covered tank-truck type with 2 drains, 90% filled
4	Pump & Blower Building (1)*	Coarse Screenings	6	4	as directed	open dumpsters, up to 100% filled
5	Sludge Concentration Bldg. (10)*	Concentration Screenings	2	15	as directed	fully covered tank-truck type with 2 drains, 75% filled
6	Low Boy – location as directed and as needed	Vacuum Truck and Lake Debris	1	5	as directed	open rolloff
7	N of Pump & Blower Building (1)*	Trash & Debris	1	20	as directed	open, rolloff type, 100% filled
8	Pump & Blower Building (1), Service Building(5b), & Process Control Building(15a)	Trash (office)	8	1 1/2	twice weekly	containers with lids and wheels
9	Pump & Blower Building (1), Service Building(5b), & Process Control Building(15a)	Recycle	8	1 1/2	weekly (minimum)	containers with lids and wheels
10	Pump & Blower Building (1)	Recycle	1	20	as directed	open, rolloff type, 100% filled, temporary
11	N of Meter Building (16)*	Landscape Waste	1	15	as directed	open, rolloff type, 100% filled
	North Branch Pumping Station Lawrence and Francisco Chicago, IL					
12	NBPS Chicago, IL	Coarse Screenings	2	15	Once a week, as directed	open dumpsters, up to 80 % filled

* Note: Codes next to the location correspond to these locations on the applicable General Plant Layout Plan for O'Brien WRP.

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**METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

TERRENCE J. O'BRIEN WATER RECLAMATION PLANT

GENERAL PLANT LAYOUT

Contract 26-713-11

- BUILDING NUMBERS**
- 1. PUMP & BLOWER BLDG.
 - 2. EMERGENCY GENERATOR BLDG.
 - 3. POLICE HOUSE (MAIN GATE)
 - 4A. GRIT CHAMBERS
 - 4B. GRIT LOADING BLDG
 - 4C. SCUM CONCENTRATION BLDG.
 - 5A. STOREROOM
 - 5B. SERVICE BLDG.
 - 6. TRUCK GARAGE
 - 7. EFFLUENT SAMPLER BLDG.
 - 8. GATE HOUSE # 1
 - 9. GATE HOUSE # 2
 - 10. SLUDGE CONCENTRATION BLDG.
 - 11. NORTH SCUM PUMP BLDG.
 - 12. SOUTH SCUM PUMP BLDG.
 - 13. GATE HOUSE # 3
 - 14. GATE HOUSE # 4
 - 15A. BATTERY INFLUENT GATES
 - 15B. RETURN SLUDGE PUMPS
 - 16. BATTERY INFLUENT GATES
 - 17. BATTERY A OPERATING GALLERY
 - 18. BATTERY A-SCUM PUMP BLDG.
 - 19. BATTERY B-OPERATING GALLERY
 - 20. BATTERY B-SCUM PUMP BUILDING
 - 21. BATTERY C-OPERATING GALLERY
 - 22. BATTERY C-SCUM PUMP BLDG.
 - 23. BATTERY D-OPERATING GALLERY
 - 24. BATTERY D-NORTH SCUM PUMP BLDG
 - 25. BATTERY D-SOUTH SCUM PUMP BLDG
 - 26. ADMINISTRATION BLDG.

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TABLE OF CONTENTS

[Water Reclamation District Law](#) GC-2

[Laws, Ordinances, Permits and Taxes](#) GC-2

[Wage Rates/Employment](#) GC-2

[Approximate Quantities](#)..... GC-2

[Changes in Plans and Specifications](#) GC-3

[Federal Regulations](#) GC-3

[Contingency-Engineering Capital Improvement Construction Projects-No Change in Scope](#)..... GC-4

[Change Orders - Extra Work](#) GC-4

[Estimating Change Orders](#) GC-4

[Cost of Work](#) GC-5

[Night, Saturday, Sunday and Holiday Work](#) GC-6

[Precautions](#) GC-6

[Superintendence](#)..... GC-6

[Personnel Security](#) GC-6

[Sanitation](#) GC-7

[Patents](#) GC-7

[Damages and Indemnity](#) GC-7

[Insurance](#)..... GC-8

[Responsibility of Contractor and Execution of Work](#)..... GC-9

[Subletting Work](#)..... GC-9

[Liens](#) GC-9

[Cooperation](#) GC-10

[Time and Progress Requirements](#) GC-10

[Work Schedule and Execution of Work](#) GC-10

[Maintenance of Schedule](#)..... GC-11

[Use of Float](#) GC-11

[CPM Diagrams and Schedule Narratives](#) GC-12

[Activity Reports](#)..... GC-12

[“As-Planned” Work Schedule](#) GC-12

[Revisions to the Work Schedule](#)..... GC-13

[Monthly Work Plan Requirements](#) GC-13

[Compliance with Submittal Requirements](#) GC-13

[Liquidated Damages](#) GC-13

[Alterations or Additions and Time Extensions](#) GC-14

[Notice to Suspend Work](#)..... GC-14

[Unavoidable Delay](#) GC-14

[Forfeiture of Contract](#) GC-15

[Contractor's Bond](#) GC-16

[Maintenance Bond](#)..... GC-16

[Prices](#) GC-16

[Progress Payments](#) GC-17

[Cash Flow Estimate Schedule](#) GC-17

[Progress Payments and Reserves](#) GC-17

[Taking Over Completed Work](#) GC-18

[Final Payment](#) GC-18

[Guarantees](#) GC-18

[Financial Interest Provisions](#)..... GC-19

[Ownership](#)..... GC-19

[Table of Statutes in General Conditions](#)..... GC-20

GENERAL CONDITIONS

Water Reclamation District Law

Article 1. The Contractor hereby agrees to carry on all the work provided for in this Contract in strict conformity with the requirements of the law under which the Metropolitan Water Reclamation District of Greater Chicago is organized, entitled "An Act to create Sanitary Districts and to remove obstructions from the Des Plaines and Illinois Rivers," approved May 29, 1889, in force July 1, 1889, and all acts amendatory thereof and supplementary thereto (70 ILCS 2605). The Contractor shall comply with the Illinois Human Rights Act, Art.2, 775 ILCS 5/2-101-5/2-105.

Laws, Ordinances, Permits and Taxes.

Article 2. The Contractor shall obtain all permits and certificates required by the municipalities within which the work is being performed, or which may be required by any governmental agency having proper jurisdiction, without additional expense to the Water Reclamation District, and shall strictly comply with all ordinances, statutes and regulations of the Water Reclamation District, the municipalities within which the work is being carried on, the State of Illinois, and the United States Government, and any governmental agency having proper jurisdiction, in any manner affecting the work hereunder or controlling or limiting in any way the actions of those engaged on work pertaining to this Contract.

The Contractor shall save and keep the Water Reclamation District harmless from any liability or expense incurred because of said permits, ordinances, statutes or regulations or violations thereto.

At the pre-construction meeting the Contractor will provide the Engineer with copies of all regulatory and environmental permits, approvals, certificates, and inspection fee receipts relative to the Illinois Environmental Protection Act. (415 ILCS 5/). Thereafter, new copies of these documents will be given to the Engineer within 24 hours of receipt.

As part of each monthly pay request an affidavit must be submitted to the Engineer attesting that all regulatory and environmental permits and licenses necessary to the Work are in place and being complied with. This submittal is a condition precedent to payment. Any citation or notice of an environmental violation will be forwarded to the Engineer by the most expeditious method possible.

The Water Reclamation District is not liable for the Illinois Retailer's Occupational Tax, the Service Occupation Tax, the Service Use Tax, or Transportation Tax. The Illinois Exemption Identification Number is indicated on the Proposal form of the Contract Document. No payment will be made for taxes from which the Water Reclamation District is exempt.

The parties agree that any lawsuit concerning this contract, its breach, or work done hereunder, shall be brought in the Circuit Court of Cook County, Illinois. The Contract (also referred to as "Agreement") will be construed under Illinois law, which will prevail in the event of any conflict of law.

Wage Rates/Employment

Article 3. The Contractor 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 unemployment 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 appealing any decision of the Water Reclamation District or any hearing in Court, or for any other delays or costs, any of which may have been occasioned by compliance on the part of the Water Reclamation District, the Contractor or any subcontractor of the Contractor, with the provisions of Acts, laws. or statutes.

Approximate Quantities.

Article 4. It is expressly understood and agreed by the parties hereto that where quantities of

various classes of work to be done and material to be furnished under this Contract have been established and stated in the approximate statement of quantities in the "Form of Proposal" attached hereto, said quantities are only approximate and are to be used solely for the purpose of comparing, on a uniform basis, the proposals offered for the work under this Contract. And the Contractor further agrees that the Water Reclamation District will not be held responsible if any of said quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement shall be discovered in the said estimated quantities, the same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole or any part of the work herein specified, to the satisfaction of the Engineer and in accordance with the specifications and plans and for the price or prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation other than as specified in this Contract, except for such extra work as may be required, for the performance of which written orders must be given and received as herein specified.

Changes in Plans and Specifications.

Article 5. The Water Reclamation District reserves the right to make any changes in the specifications and plans which may be deemed necessary either before or after beginning any work under this Contract, without invalidating this Contract; provided that if alterations are made, the general character of the work as a whole is not changed thereby.

If such alterations increase the quantity of work to be done, where unit prices are specified, such increase shall be paid for according to the quantity of work actually done at the unit price specified under this Contract for each class of work performed. If such alterations diminish the quantity of work to be done, where unit prices are specified, they shall not constitute a claim for damages or for loss of profit on the work that may be dispensed with, and the Water Reclamation District shall not be required to pay for work or material omitted.

If such alterations increase the amount of work to be done, where lump sum prices are specified, such increase shall be paid for as an extra as provided in Articles 7 and 8. If such alterations or omissions diminish the amount of work to be done, where lump

sum prices are specified, such alterations or omissions shall not constitute a claim for damages or for loss of profits on the work dispensed with, and the Water Reclamation District shall not be required to pay for work or material, omitted nor for any loss of anticipated profits on such omitted work. The value of any such work or material omitted will be determined by the Engineer from the balance statement submitted under Article 33, "Progress Payments and Reserves," or from an independent estimate prepared by the Engineer in accordance with Article 8, "Estimating Change Orders."

Where, however, such alterations involve the addition or omission of work to items where lump sum prices are specified, which can be properly classified and measured under appropriate unit price items of this Contract, the extra cost or the credit to be allowed will be based on said appropriate unit price items.

Construction conditions may require that minor changes be made in the location and installation of the work and equipment to be furnished and other work to be performed hereunder, and the Contractor, when ordered by the Engineer, shall make such adjustments and changes in said locations and work as may be necessary without additional charge, provided such adjustments and changes do not substantially alter the character, quantity or cost of the work as a whole, and provided further that plans and specifications showing such adjustments and changes are furnished the Contractor by the Water Reclamation District within a reasonable time before any work involving such adjustments and changes is begun. The Engineer shall be the sole judge of what constitutes a minor change for which no additional compensation shall be allowed.

In the event that any material is omitted, by order of the Engineer, which has been called for and furnished in accordance with the accompanying plans and specifications for use in the work under any item hereof, and has been delivered to or has been partially worked upon by the Contractor and for any reason will not be available at its full value for any purpose other than for use under this Contract, then, in that event, the Contractor shall be paid for only the actual cost of such omitted material, as so delivered, furnished or worked upon, with fifteen (15) per cent of such cost added thereto, less the fair market value of such material as so delivered, furnished or worked upon, all as shall be determined by the Engineer.

Federal Regulations.

Article 6. For grant funded projects, all Federal regulations including labor standards,

Copeland "Anti-Kickback" Act (18U.S.C.874), equal employment opportunity and access to work shall be in effect. These regulations appear in Appendix B in the contract documents and form a part thereof. In the event of a conflict between these Federal regulations and any other requirements in the Contract Documents, the Federal regulation shall apply, and the Contractor shall abide by their provisions.

Contingency- Engineering Capital Improvement Construction Projects-No Change in Scope

Article 6.5. A contingency allotment of up to 5% of the bid price for work to be performed on the Engineering Department's Capital Improvement Construction Projects may be added into the total Contract award. This contingency shall not be used for any change in the project scope contemplated by this Contract. This contingency will be used for unforeseen conditions and any additional work required to complete the original project scope described in this Contract. For work done within each such contingency, the Director of Engineering may authorize work in one or more occurrences, without approval of the Board of Commissioners, in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) per occurrence. However, for all such work, the Contractor shall follow and be bound by the procedures, requirements, and conditions set forth below in Articles 7 and 8. Once the contingency is exhausted, only the Board of Commissioners may approve additional or extra work.

Change Orders - Extra Work.

Article 7. On all Contracts other than those described in Article 6.5, the Contractor shall perform such extra work as the Engineer may direct in his written order, provided that no extra work, the total price or cost of which is in excess of Ten Thousand Dollars (\$10,000.00), shall be performed by the Contractor until the Engineer is authorized by the Board of Commissioners of said Water Reclamation District to issue a written order therefore, and shall have issued such written order.

All extra work shall be performed at such time as the Engineer directs. All claims for extra labor, rental of equipment or material furnished by the Contractor or for damages from any cause whatsoever, must be reported to the Engineer in writing within a reasonable time after such labor, equipment or material is furnished or such damages occur and they must in any event be presented to the Engineer in writing within thirty (30) days after the end of the month during which such extra work was performed or such damages occurred. Whenever so required, the Contractor shall

deliver to the Engineer each day a signed statement of the claimed extra labor, equipment and material furnished during that day. The written order of the Engineer to the Contractor to perform any extra work therein mentioned, and the written notices and statements of the work performed herein above and hereinafter required from said Contractor, are conditions precedent to any recovery on the part of said Contractor for any extra work performed.

Whenever work is required to be done other than that which is now contemplated, and covered by the prices herein specified, the Engineer shall fix such prices for the work as he shall consider just and equitable, and the Contractor shall abide by such prices, provided he enters upon such work with a full knowledge of the prices so fixed by said Engineer; and if extra work, or other work than that provided for in this Contract, is performed by the Contractor before prices have been fixed for such work, then the Engineer shall estimate the same at such prices as he shall deem just and reasonable, and his decision shall be final and binding upon both parties to this Contract and the said Contractor shall accept such prices in full satisfaction of all demands against the Water Reclamation District for said extra work; provided, that, if the extra work done under this Contract is of such a nature, being distinct from other work being done by said Contractor, that the Engineer can determine the actual cost of the same, then the Contractor shall receive and the District shall pay, in full satisfaction for the same, the actual cost of the work as determined by the Engineer plus an amount not to exceed fifteen (15) percent added to labor items and ten (10) percent to material items to cover superintendence, overhead, and for profit, except as hereinafter provided in Article 8; provided further, that nothing shall be deemed extra work which in the opinion of the Engineer can be classified and measured or estimated under the provisions of this Contract, and paid for at unit prices herein provided. No percentage shall be added to any unit or lump sum price specified or to any unit or lump sum price fixed by the Engineer for extra work performed by the Contractor.

Estimating Change Orders.

Article 8. It is further agreed that in all cases of question or dispute arising or growing out of this Contract in any way regarding the cost or value of extras, variations, allowances or deductions, or the amount of damages in any manner growing out of the violation of any of the provisions of this contract, or as to whether any materials furnished or work performed shall be classified and paid for as extra work, or shall be covered by the specified lump sum price, the

decision of the Engineer shall be final and binding on both parties hereto.

In estimating the actual cost of either extra or deleted work, the cost of the labor, material and rental of equipment shall be included.

The Contractor, when so requested by the Engineer shall provide a detailed cost proposal for extra or deleted work conforming to the provisions of Articles 7 and 8 within fifteen calendar days of receipt of such request unless such period of time is extended in writing by the Engineer.

The cost of labor shall be taken as the amount paid for labor and foremen employed directly on the work as shown by the payrolls of the Contractor with the cost of Workmen's Compensation and Commercial General Liability insurance added when such can be shown to have been paid. To this total shall be added an amount not to exceed fifteen (15) per cent for superintendence, overhead and profit. The rates charged for labor shall in no case, however, exceed the rates paid by the Contractor for the same class of labor employed by him to perform work under the regular items of the Contract, plus such other additional and directly related costs as are actually and immediately incurred as a result of contractual, legal and/or State and Federal government requirements, and are a direct result of the work performed and pay calculations. No reimbursement shall be made for clerical expenses or the cost of preparation of payrolls or future payments or reserves.

The cost of material shall be actual cost delivered at the site of the work. To this cost shall be added an amount not to exceed ten (10) per cent for overhead and profit.

The rentals charged for equipment employed on extra work shall not exceed the usual rentals charged for the use of similar equipment of the same size and capacity in the region of work as determined by the Engineer. Such rental charges shall include the cost of necessary supplies and repairs for the proper operation and maintenance of such equipment.

Should equipment used on any extra work be located at or adjacent to the site of the work hereunder so as to be available for use on such extra work, no charge against the Water Reclamation District shall be made for any part of the cost of transporting such equipment either to or from the site of the work. If such equipment is not at the site of the work and is required for use for such extra work only, the cost of transporting such equipment to and from the site of the work, at the usual rates charged therefore in the region

of work, shall be considered a part of the cost of such extra work. No allowance or any percentage will, however, be added to rental charges for equipment or to transportation charges on same.

No charge for the cost of administration, office overhead, field superintendence, bidding expense, bond or miscellaneous risk insurance will be allowed except as covered by the not-to-exceed allowances of fifteen (15) per cent added to labor items and (10) per cent to material items for superintendence, overhead and profit.

The cost of all credits to the Contract shall be estimated in the same manner as extra work and shall be computed in accordance with the methods herein specified.

If the extra work is being performed by a subcontractor, the Contractor shall be allowed an amount not to exceed ten (10) per cent of that subcontractor's expense to cover the overhead, supervision and profit of the Contractor hereunder. No allowance in excess of this ten (10) per cent shall be made for intermediate tier subcontractors. Said subcontractor's expense for the cost of labor, material and equipment employed by him on the extra work shall be based on rates not in excess of the rates paid for work of a similar character under regular items of the Contract and the cost shall be charged in complete accordance with methods herein specified.

The Contractor, if requested by the Engineer, shall exhibit to the Engineer and shall permit reproductions to be made by the Water Reclamation District of the actual bills for all materials used and the payrolls of all labor furnished and of all equipment used in performing such extra work, and, if requested by the Engineer, shall certify by his affidavit to the correctness of the amounts paid for material, labor and insurance, and rentals shown on any extra bills presented by him to the Water Reclamation District.

Cost of Work.

Article 9. All books and accounts kept by the Contractor in connection with this Contract shall be open to the inspection of the Engineer or his authorized representative.

The Contractor shall furnish the Engineer reasonable facilities for obtaining such information as he may desire regarding the progress and execution of the work and the character of the materials including all information necessary to determine the cost of the work, such as the number of men employed, their pay,

the time during which they have worked on the various classes of construction, the cost of repairs to machinery, and other information required by the Engineer. The Contractor shall, on request, furnish the Engineer with copies of receipts for transportation charges of all machinery, material and supplies shipped to or from work under this Contract.

The Contractor shall furnish daily to the Engineer a true copy of the daily record of his and his subcontractor's records of labor, material and equipment. This record shall be presented on a form approved by the Engineer and shall indicate a detailed breakdown for each item included in this Contract.

Night, Saturday, Sunday and Holiday Work.

Article 10. Whenever the Contractor shall be permitted or directed to perform work at night, or on Saturdays, Sundays or a holiday, or to vary the period of hours during which any work is carried on each day, he shall give at least 24 hours written notice to the Engineer so that proper inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Engineer, and no extra compensation shall be allowed therefore, unless expressly provided for in the Detail Specifications.

Precautions.

Article 11. The Contractor shall take any precautions that may be necessary to render any portion of the work secure in every respect or to decrease the probability of accidents from any cause, or to avoid contingencies which are liable to delay the completion of the work. The Contractor shall furnish and install, subject to the approval of the Engineer, all necessary facilities to provide safe means of access to all points where work is being performed hereunder and make all necessary provisions to ensure the safety of all persons during the performance of said work. The Contractor will be required to conduct his work so as not to obstruct or render dangerous public highways, bridges, railroads and navigable waterways.

Superintendence.

Article 12. The Contractor shall at all times have a competent foreman, superintendent or other representative on the work who shall have full authority to act for the Contractor and to receive and execute orders from the Engineer, who shall receive shipments of material to the Contractor, and who shall see that the work is executed in accordance with the specifications and plans and the orders of the Engineer hereunder.

Personnel, Security.

Article 13. The Contractor shall employ competent personnel and shall remove from the Contract, at the sole discretion of the Engineer, any incompetent or uncooperative individuals in the Contractor's employ, including any Subcontractor employees. Only persons expert in their respective branches of work shall be employed where special skill is required; No person shall be employed on this Contract unless they are 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 (70 ILCS 2605/11.15). At the sole discretion of the Engineer, the Contractor shall remove from the Contract any individual in the employ of the Contractor, including any Subcontractor employees, whose performance is unacceptable or who engages in conduct that violates any MWRDGC policy.

The Contractor shall actively cooperate with the MWRDGC's Police in security efforts as the Department of Homeland Security's threat level may indicate. Prior to starting work on the Contract, the Contractor shall provide the MWRDGC's Chief of Police with a list of all individuals in the employ of the Contractor, including any Subcontractor employees, performing any function on the Contract, as well as a copy of the driver's license or other acceptable identification of all such individuals.

The MWRDGC may conduct such background and employment checks, including criminal history checks and work permit documentation, as the MWRDGC may deem necessary, on any individual in the employ of the Contractor, including any Subcontractor employees. The MWRDGC has the right to require the Contractor to supply or provide access to any additional information the MWRDGC deems relevant to its security concerns or in the interest of workplace safety.

The MWRDGC may preclude any individual in the employ of the Contractor, including any Subcontractor employees, from performing work on the Contract if the MWRDGC determines that any such individuals pose a security risk or potential threat to workplace safety. The Contractor must immediately report any information to the MWRDGC relating to any threat to the MWRDGC's personnel, its infrastructure, facility, equipment, or its treatment processes, and must fully cooperate with the MWRDGC and all governmental

entities investigating any such threat. All individuals in the employ of the Contractor, including any Subcontractor employees, shall be accountable to the Engineer while working on the Contract and shall abide by all security or workplace safety regulations imposed by the MWRDGC.

All individuals in the employ of the Contractor, including any Subcontractor employees, performing any function on the Contract shall at all times wear an easily identifiable identification badge bearing the name of the Contractor or Subcontractor and the number assigned to each such individual. The specifications of the identification badge are subject to the approval of the MWRDGC's Engineer.

Sanitation.

Article 14. The Contractor shall enforce among his employees such regulations in regard to cleanliness and the disposal of garbage and wastes as shall be conducive to their health, and tend to prevent the inception and spread of contagious and infectious disease among them, and shall provide an ample supply of suitable pure drinking water, and shall take such means as the Engineer may direct to effectively prevent the creation of a nuisance on any part of the site or adjacent streets or property. Necessary sanitary conveniences for the use of the laborers on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as shall be approved, and their use shall be strictly enforced.

Patents.

Article 15. Contractor hereby agrees to defend, at his own expense, the Water Reclamation District, and indemnify and hold and save it harmless in any suit or action brought against the Water Reclamation District for alleged infringement of any patents relating to any material, machinery, devices, equipment, apparatus, or processes furnished, used or installed by said Contractor, and the Contractor shall pay any and all expenses including attorneys' fees, costs, damages, judgments or awards, and satisfy any and all liabilities which may arise against said Water Reclamation District on account thereof.

The Water Reclamation District shall promptly notify the Contractor in writing of the filing of any such suit or action and give such needed information and assistance as may be within its control.

The Contractor agrees that in the event he shall fail or refuse to so defend the Water Reclamation District as herein provided, the Water Reclamation District may do

so and collect from the Contractor any and all attorneys' fees, costs and other expenses, including any judgments and awards, and in such case the Water Reclamation District shall have the right to retain, from any sums of money due or to become due to the Contractor, sufficient funds to so reimburse it.

If the Contractor utilized any material, machinery, device, equipment, apparatus or process covered by a patent, the Contractor shall submit to the District written proof of a valid, current license under the patent prior to commencing work.

It is understood that the obligations imposed on said Contractor by this Article 15 shall not apply to claims for infringements of patents on the processes of treatment of sewage and sludge generally used in the project for which the work under this Contract is a part.

Damages and Indemnity.

Article 16. The Contractor covenants and agrees that he shall be solely responsible for and will pay for injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Water Reclamation District, its commissioners, officers, agents and employees, arising out of or in consequences of the performance of this work by the Contractor, or which may in anywise result therefrom.

The Contractor hereby agrees to defend, indemnify and hold harmless the Water Reclamation District, its commissioners, officers, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Water Reclamation District, its commissioners, officers, agents and employees, arising out of or in consequence of the performance of this work by the Contractor, or which may in anywise result therefrom, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Water Reclamation District, its commissioners, officers, agents and employees, in any such action, the Contractor shall, at his own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit this responsibility to indemnify, keep and save harmless and defend the Water Reclamation District, its commissioners, officers, agents and employees, as herein provided.

The Contractor further agrees that so much of the money due him under and by virtue of this Contract, as shall be considered necessary by the Board of Commissioners of the Water Reclamation District, may be retained by the Water Reclamation District to protect itself against loss until such claims, suits or judgments shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the Board of Commissioners of the Water Reclamation District.

Insurance.

Article 17. The Contractor, at his sole expense and prior to engaging upon the work agreed to be done, shall procure, maintain and keep in force during the entire term of the Contract such required insurance as specified below. The specific type(s) and amount(s) of coverage for this Contract are specified in the Detail Specifications.

(A) Completed Value Builder's Risk in the sum of 100% of the amount of the Contract, including subsequent modifications thereto. Such insurance shall be provided on an "all risk" (including flood and earthquake) and replacement cost basis. This insurance shall be maintained until final acceptance of the work by the Water Reclamation District. The Metropolitan Water Reclamation District of Greater Chicago shall be designated as the named insured.

(B) Statutory coverage as provided for in the Workmen's Compensation Act and Occupational Diseases Act of the State of Illinois, and Employers' Liability coverage, in the minimal acceptable limits indicated in the Detail Specifications.

(C) Commercial General Liability on an "occurrence form" in which the Contractor is the named insured. Such insurance shall provide coverage for bodily injury, personal injury, property damage, premises and operations, explosion, collapse and underground hazards, products and completed operations, contractual liability, independent contractors, broad form property damage (including products and completed operations), and liability arising from the "Illinois Structural Work Act," and its successors The Metropolitan Water Reclamation District of Greater Chicago, its commissioners, officers, agents and employees and any other entities as may be required per the Detail Specifications shall be included as additional insureds, with coverage no more restrictive than Insurance Services Office (ISO) Form Number CG 2009.

(D) Business Auto Liability in which the Contractor is the named insured for liability arising from the ownership, maintenance or use of owned, hired and

non-owned vehicles, including coverage for contractual liability. The Metropolitan Water Reclamation District of Greater Chicago, its commissioners, officers, agents and employees and any other entities as may be required per the Detail Specifications shall be included as additional insureds.

(E) Professional Liability Errors and Omissions Liability in which the Contractor is a named insured for liability arising from acts, errors or omissions of the Contractor and its subcontractors.

(F) Environmental Impairment Liability in which the Contractor is a named insured for liability arising from bodily injury, property damage and environmental clean-up. If the Contractor uses vehicles to transport hazardous materials, such insurance shall also apply to accidents during transportation. The Metropolitan Water Reclamation District of Greater Chicago, its commissioners, officers, agents and employees and any other entities as may be required per the Detail Specifications shall be included as additional insureds.

The insurance required herein shall be maintained during the entire course of the Contract, except Commercial General Liability, Professional Errors and Omissions Liability, and Environmental Impairment Liability insurance (if required) which shall be maintained for one (1) year following substantial completion.

Any deductibles or other forms of retention set forth in Contractor's insurance policies are the responsibility of the Contractor. All deductibles and self-insured retentions are subject to the approval of the Water Reclamation District.

Prior to being permitted to engage upon the work, the Contractor shall furnish unto the Water Reclamation District certificates which evidence the required insurance, original insurance policies or certified copies of the insurance policies. If coverage is evidenced by certificates of insurance, the Contractor must provide the actual insurance policies or certified copies thereof within sixty (60) days after the starting date of the Contract. Unless otherwise agreed to in writing by the District, the insurer(s) providing the required insurance shall be licensed in Illinois and shall be rated A-, Class VII or better in the most recent edition of Best's Key Rating Guide.

Not less than two weeks before the expiration of any insurance coverage required by the Contract, the Contractor must provide certificates which evidence renewal or continuation of the required insurance policies or certified copies of such insurance policies.

If renewal of coverage is evidenced by certificates of insurance, the Contractor must provide the actual insurance policies or certified copies thereof within (60) days of the expiration of coverage.

Upon failure to provide such evidence of coverage and/or policies or certified copies of insurance within the time periods required, the District may direct the Contractor to cease all operations until the required documents have been provided to the District. Such certificates of insurance and insurance policies must be accompanied by any required additional insured endorsements, and provide that coverage may not be canceled, non-renewed, or materially reduced without providing thirty (30) days advance written notice by the insurer(s) to the Water Reclamation District. All certificates of insurance, insurance policies and the insurance companies providing the coverage required herein are subject to the approval of the Water Reclamation District.

Responsibility of Contractor and Execution of Work.

Article 18. The Contractor shall be responsible for the entire work until completed and accepted by the Water Reclamation District. The Contractor shall give his personal attention to the fulfillment of this Contract and to the execution of the work. He shall keep the same under his control, and shall not sublet any part of it, except as hereinafter specified. The Water Reclamation District will not recognize any parties engaged on the work covered by this Contract other than the Contractor and his employees.

No assignment by the Contractor of any construction contract, or any part or rights thereof, or of the funds to be received by the Contractor, will be recognized by the Water Reclamation District unless such assignment has had the prior approval of the Director of Procurement and Materials Management and the consent of the Surety.

No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

In case the Contractor, by his own acts or the acts of any person or persons in his employ shall unnecessarily delay, in the opinion of the Engineer, the work of the Water Reclamation District or other contractors by not properly cooperating with them, or affording them sufficient opportunity or facilities to perform work, as

hereinbefore specified, the Contractor shall, in that case, pay all costs and expenses incurred by such parties, due to any such delays, and hereby authorizes the Water Reclamation District to deduct the amount of such costs and expenses from any sums of money due or to become due the Contractor under this Contract. The Engineer shall decide the extent of such delay or delays and amount of such costs and expenses and his decision shall be final and binding upon both parties to this Contract. Nothing contained in the paragraph shall, however, relieve the Contractor from any liability or damages resulting to the Water Reclamation District on account of such delay or delays.

Subletting Work.

Article 19. The Contractor shall not sublet any part of said work to any entity that is not competent, experienced and financially able to properly carry out and execute the same. The Contractor will not exceed the limits on the portion of the Work sublet, either in aggregate or individually, as identified in the bid documents and Contract. It is further agreed that such subletting shall not directly or indirectly release or modify the responsibility of the Contractor for the satisfactory completion of all said work, and that the Water Reclamation District shall not be liable to any subcontractor for any lien on the sums of money due or to become due to the Contractor or for any other lien, claim or damages whatsoever. In case any party or parties, to whom any work under this Contract shall have been sublet, shall disregard the directions of the Engineer or his duly authorized representatives, or shall furnish any unsatisfactory work, or shall fail or refuse in any way to conform to any of the conditions of this Contract, then in that case, upon the written order of the Engineer, the Contractor shall require said party or parties in default to discontinue work under this Contract. Any defective work done by any such subcontractor shall be replaced by work which is satisfactory to the Engineer.

Liens.

Article 20. If at any time during the progress of said work the Contractor shall fail or neglect to pay for any labor performed, material furnished, or tools, machinery, appliances, fuel, provisions or supplies of any sort or kind used or consumed in, upon, or on account of said work, for ten (10) days after payment for same shall become due, then the Water Reclamation District shall have the power to pay such indebtedness, and the amount so paid shall be retained out of the money due or to become due the Contractor. The Water Reclamation District may refuse to make the payment hereinafter specified to the extent of such

indebtedness until satisfactory evidence in writing has been furnished that said indebtedness has been discharged. In any such case the Director of Procurement and Materials Management is hereby authorized and empowered by said Contractor to ascertain the amount due or owing from the Contractor to any laborer or laborers, or to any person or persons, or corporations, for labor, equipment, material, tools, machinery, appliances, fuel, provisions or supplies of any sort or kind consumed upon, in or on account of the work covered by this Contract in such manner and upon such proofs as Director of Procurement and Materials Management may deem sufficient.

Cooperation.

Article 21. It is understood and agreed that all work shall be executed in such manner and in such order as will permit the commencement and carrying on of work of the Water Reclamation District and of other contractors engaged in work on the same site, which may be prosecuted at the same time, with the least interference possible under a reasonable procedure whenever it is necessary or desirable to prosecute said work, either simultaneously with the work under this Contract or otherwise. To this end the Contractor shall cooperate with and assist the Water Reclamation District and other contractors engaged in work on the same site in every reasonable way and shall interfere as little as possible with their work. The Contractor shall so arrange his work, plant (stationary construction equipment directly used in the prosecution of the Work) and equipment that work of the Water Reclamation District and of other contractors for the Water Reclamation District shall be kept accessible at any time and can be performed without unnecessary or unreasonable expense on account of the work, plant or equipment of the Contractor hereunder. The Contractor shall move, free of charge, his plant and equipment or any part of the same whenever the Engineer shall consider it reasonable and necessary for the work of the Water Reclamation District or other contractors. The Contractor, when requested by the Engineer, shall also furnish the Water Reclamation District and other contractors with material and with the use of plant and equipment of the Contractor at reasonable rates therefore, whenever, in the opinion of the Engineer, such use of such plant and equipment will not unreasonably delay or interfere with the work under this Contract.

The Contractor shall not be entitled to any damages or anticipated profits on work deleted or extra compensation from the Water Reclamation District on account of any work performed by the Water Reclamation District, or other contractors, that is contemplated in the specifications or on the plans or

that is necessary for carrying on or completing or that in any way affects the work under this Contract, provided that such work of the Water Reclamation District and other contractors, in the opinion of the Engineer, is performed in a proper and expeditious, or a necessary manner. The Engineer shall decide all questions between the Contractor and the Water Reclamation District or other contractors, and the order of carrying on the work shall always be subject to the Engineer's direction and approval.

Time and Progress Requirements.

Article 22. It is understood and agreed that TIME is of the essence in this Contract. The Contractor agrees to begin the work covered by this Contract on the day after approval of the Contractor's bond, unless specifically specified otherwise, to prosecute the work with all due diligence, and to complete the work within the time(s) stated in the Agreement. The Contractor shall provide sufficient labor, material and equipment as may be necessary to fulfill the Contractor's obligations with respect to these time and progress requirements.

If the rate of progress of the Contractor is less than necessary to insure completion of the work to the extent specified within the time or times specified in the Agreement, then the Water Reclamation District may withhold the monthly payments herein specified, until such time as the rate of progress is such, in the opinion of the Engineer, as to comply with the requirements of said Agreement.

The word "deliver" as used in this Contract shall be understood to mean delivery f.o.b. cars or trucks at the specified job site, including unloading, unless otherwise specified.

Work Schedule and Execution of Work.

Article 23. The computer generated "As-Planned" Work Schedule and Quarterly Revisions to the Work Schedule shall be submitted electronically in the appropriate format. For Engineering Department contracts, the Contractor's planning, scheduling and execution of the work shall be disclosed to the District, unless otherwise directed by the Engineer, by submittal of a computer generated "As-Planned" Work Schedule prepared by the critical path method, quarterly computer generated revisions to the Work Schedule, and Monthly Work Plans. The Contractor shall utilize Primavera Project Planer P3, or Primavera for all Work Schedule preparation and submittals unless otherwise allowed by the Engineer.

The Work Schedule shall be comprised of CPM

diagrams, activity reports and schedule narratives. The Work Schedule shall at all times be consistent with the Contractor's overall approach and plan for completing the work. The Work Schedule shall be employed to report progress or schedule recovery actions, to evaluate requests for partial payments, and to justify requests for extensions of time.

The Work Schedule shall: a) show the sequencing of Activities with which the Contractor intends to accomplish the work or work remaining; b) anticipate events or site conditions that may in any manner affect the schedule; c) reflect the means, methods, techniques, sequences, and procedures of construction chosen by the Contractor; d) divide the work into Activities such that the progression from commencement to completion of the work is clearly defined and separable by site- related work; e) indicate items of materials or equipment, including allowances for the resubmittal and re-review of complex shop drawings; f) indicate items of interface with work performed by other parties; g) indicate specified construction start-up, training, operation tests, punchlist activities and final clean-up; and h) highlight all significant activities related to performance that must be reviewed, and approved, or executed by the District.

Site-related activities shall not combine work located in separate structures or distinct areas or differing elevations within a structure, work corresponding to different Sections of the Specifications, work performed by different subcontractors (first and second tiers), or rough-in and finish work of the same trade. Unless otherwise specified, a site-related activity shall span forty (40) working days or less. Other activities shall be at a level of detail compatible with that for site- related activities.

After checking and verifying that the Work Schedule is responsive to the requirements of this Article 23, the Contractor shall transmit an electronic copy of the Work Schedule and, when requested by the Engineer, two (2) copies signed by the Contractor. Such submittal shall include a written representation to the District that the Contractor has determined and verified all data on that Work Schedule and assumes full responsibility for it, and that the Contractor, subcontractors and suppliers have reviewed and coordinated the activities and sequences in the Work Schedule with the requirements of the Contract Documents.

The Contractor's obligations to plan, schedule, or execute the work in accordance with the Contract Documents will not be changed by the Engineer's review of any Work Schedule submittals or his decision to raise or not to raise any objections about such submittals. Neither the Contractor, subcontractors,

suppliers nor any other parties shall in any way become third-party beneficiaries of the Work Schedule reviews by the Engineer.

Maintenance of Schedule.

The Contractor shall promptly undertake appropriate action to get back on schedule whenever he fails to complete activities within the late dates or when his rate of progress is less than that necessary to complete the work within the time limits of the Contract when due to acts or events under his control. After falling behind his schedule, and unless otherwise directed by the Engineer, the Contractor shall submit a written recovery statement with the next payment request or on the date such pay request is due if a pay request is not being submitted at such time.

The recovery statement shall describe the cause for the delayed progress and the actions planned by the Contractor to recover schedule. Appropriate schedule recovery actions may include, but not be limited to, assignment of additional labor, subcontractors, or equipment, shift or overtime work, expediting of submittals or deliveries, or any combination of the foregoing.

Refusal, failure, or neglect by the Contractor to take appropriate recovery action or submit a recovery statement when required as specified herein shall constitute reasonable evidence that the Contractor is not prosecuting the work with all due diligence, and shall represent sufficient basis for the Engineer to increase retention monies by an amount equal to the amount of potential liquidated damages.

The Contractor shall not be entitled to any compensation or damages from the District on account of any action undertaken by the Contractor to prevent or mitigate any avoidable delay or by the District's determination to increase retention monies.

Use of Float.

Total Float and Contract Float, whether or not expressly disclosed in the Work Schedule, are not for the exclusive benefit of the Contractor or the District, and shall be available to both the District and the Contractor, to accommodate delays, however caused, which extend performance or completion of all or any part of the work, subject to the following paragraph.

Total Float and Contract Float will be available to the Engineer to effect proper interfacing of work performed by the District or other parties, to accommodate the performance of work added by change orders, or to mitigate any other unavoidable

delays.

CPM Diagrams and Schedule Narratives.

The charts depicting the Work Schedule in graphic form shall be based on the precedence network (PDM) format and shall be plotted on a time-scaled calendar on standard size drawings. CPM diagrams shall expressly identify all activities and restraints or relationships between activities, the Contract's start and completion dates, and the critical path(s). Activities shall be shown on their early dates with their Total Float times noted beside them. Activity descriptive data shall include activity code, activity description fully conveying the work included, and special codes. The use of start or finish restraint dates shall be annotated as to the basis for the chosen restraints. Connections or restraints between activities, whether on the same or different sheets, shall identify predecessor and successor work.

Schedule narratives shall summarize the Contractor's analysis of the Work Schedule being submitted and highlight important or key aspects regarding the Contract work. As a minimum, the schedule narratives shall, where applicable, a) compare current late dates to those in the "As-Planned" Work Schedule; b) discuss the progress accomplished since the previous Work Schedule submittal; c) identify any assumptions made in incorporating work activities for approved change orders; d) include any schedule recovery statements, when applicable; e) itemize separately those activities which have been completed, including actual durations, those activities which have been partially completed, those activities which have been added or deleted, and all additions/deletions or modifications to relationships between activities.

Activity Reports

The activity reports shall include for each activity: code; description; duration in work days; computed early and late dates, in calendar format; Total Float; and special codes. Additional data on incomplete or completed activities shall consist of actual start/completion dates, actual or remaining activity durations, and percent complete. The computations of early and late dates shall be based on a calendar recognizing legal holidays and the limitations of work during hours other than normal working hours. Completion of the Contract work within the time limits stated in the Agreement shall be set as a restrained late date. The date of commencement of work under the Contract shall be set as a restrained early date. Activity reports to be provided with each submittal of the Work Schedule shall include specific tabulations, as follows:

a) Activities in order of ascending activity codes;

b) Activities in order of ascending Total Float values and within the same Total Float values by ascending early start dates and by ascending codes within equal early start dates;

c) Activities in order of ascending early start dates, and by ascending codes within equal early start dates, and

d) Activities in ascending late finish dates, and by ascending codes within the same late finish dates.

If the CPM diagram is based on the precedence format, a report shall be provided showing for each activity a listing of its preceding and succeeding activities, the relationship type and the associated lead times.

"As-Planned" Work Schedule

The Contractor's first Work Schedule submittal is to be identified as the "As-Planned" Work Schedule and shall consist of charts (one copy on size D or E sheets, one copy on reproducible media when requested by the Engineer) highlighting the critical path(s) sequences of work, specific Activity reports, and a supporting schedule narrative. Also an electronic copy of the CPM files comprising the "As-Planned" scheduled capable of being fully restored by Primavera will be submitted. The "As-Planned" Work Schedule submittal shall become due within thirty (30) calendar days after the approval of the Contractor's bond.

The "As-Planned" Work Schedule submittal shall only reflect the work as awarded and shall exclude any substitute means, methods, techniques, sequences, or procedures of construction, even if the Contractor elects to pursue a substitution. Incorporation of any such substitutions into the Work Schedule shall not be made unless approved by the Engineer pursuant to the requirements in the contract documents and not before the "As-Planned" Work Schedule has been finalized.

If a resubmittal of the "As-Planned" Work Schedule is required, the Contractor shall respond within fifteen (15) calendar days. Once the Contractor is advised in writing that the "As-Planned" schedule submitted does not require further revision it will be considered as the official "As-Planned" Work Schedule and, as such, becomes the basis for (a) the monitoring of the Contractor's progress against the time limits of the Contract, and (b) the evaluation and reconciliation of extensions of time.

Revisions to the Work Schedule

Four (4) months after approval of the Contractor's bond and every three (3) months thereafter, the Contractor shall submit a newly updated and revised work schedule submittal labeled as Revision 1, Revision 2, etc. Each quarterly submittal of the revised Work Schedule shall include, in addition to the information required for the "As-Planned" Work Schedule, the actual start/completion dates and actual activity durations for work completed to-date and actual start dates and/or remaining durations for uncompleted work. The Contractor shall also incorporate activities associated with approved change orders issued since the previous submittal. The Contractor is also required to submit a final "As-Built" Work Schedule upon completion of all work and prior to final payment.

Work Schedule Revisions shall include any changes in construction sequences, any prior errors and/or omissions, and any changes required to recover schedule, so that the Work Schedule stays current with the Contractor's newly updated chosen plan for performing and finishing the work remaining, or to recover schedule.

If a partial or complete resubmittal is required, the Contractor shall respond within fifteen (15) calendar days. Once the Contractor is advised in writing that the revised submittal or resubmittal does not require further revision, it shall represent the most current Work Schedule for the work as of the date of the submittal and shall be the basis for the monitoring, measurement and verification of the Contractor's performance and progress.

Monthly Work Plan Requirements

Each month, the Contractor's next month's scheduling of the work shall be disclosed in significant detail by means of a Monthly Work Plan (MWP). These submittals may be in CPM or barchart form and shall be submitted directly to the Resident Engineer.

The first MWP submittal shall become due prior to the start of field work. Subsequent submittals shall become due with the monthly pay request or on the date such pay request is due if a pay request is not being submitted at such time.

The MWP shall break down the related Work Schedule activities into more detailed activities as necessary to clearly identify all individual parts of the work involved and activities or events which may in any manner affect the progress of the Contractor for the period covered by the plan. The activities represented on the MWP shall indicate to which Work Schedule

activity they are related, indicate all manpower requirements with specific crews (whether engaged in erection, installation, testing, or punchlist activities) planned per activity, and planned major equipment usage. MWP submittals shall not combine work of different subcontractors, nor work associated with different Sections of the General and Detailed Specifications. MWP submittals shall also include at a level of detail correlated to the site-related activities, items related to the preparation, submittal, fabrication, delivery, receipt and inspection, and storage of materials and equipment. All site-related activities represented on the plan shall span fifteen (15) working days or less. If resubmittals are required, the Contractor shall respond within five (5) calendar days thereafter.

Compliance with Submittal Requirements

It is understood and agreed that the Contractor has included in the price or prices stated in the Agreement all costs in connection with the responsibilities and obligations specified in this Article, however incurred. It is further understood and agreed that the specified mobilization amount will not be released until a responsive "As-Planned" Work Schedule is submitted.

Failure of the Contractor to provide timely submittals of responsive Quarterly Work Schedules and responsive Monthly Work Plans, as specified in this Article 23, will indicate the Contractor's lack of planning of his work and will constitute reasonable evidence that the Contractor is not prosecuting the work with all due diligence to complete the work within the time specified. Such failure to provide these timely submittals will result in added expense, loss and damage to the District. Because of the peculiar nature of such expense, loss and damage, it is difficult, if not impossible, to accurately ascertain and definitely determine the amount thereof.

It is therefore agreed that in case the Contractor shall fail to provide any of said submittals in accordance with the schedules set forth in this Article 23, then the Contractor shall and will pay to the District the sum specified for liquidated damages in the Agreement for the days that the Contractor is not in compliance during each such failure.

Liquidated Damages

Article 24. It is understood and agreed that TIME is of the essence in this Contract, and that a failure on the part of said Contractor to complete the work herein specified within the time or times specified will result in added expense, loss and damage to said Water Reclamation District, and that

on account of the peculiar nature of such loss or damage it is difficult, if not impossible, to accurately ascertain and definitely determine the amount thereof.

It is therefore agreed that in case the said Contractor shall fail or neglect to complete the work included in this Contract within the time or times specified in the Agreement, said Contractor, even though he is allowed to complete his work, shall and will pay to said Water Reclamation District the sum specified for liquidated damages in said Agreement for each and every day said Contractor shall be in default of the time or times of completing such work.

Said sum is hereby agreed upon, fixed and determined by the parties hereto, as the liquidated damages that the said Water Reclamation District will suffer by reason of such default, and not by way of a penalty.

In case the said Contractor does not complete the work under this Contract within the specified time or times for such completion, or within said time or times as extended by the Engineer, said Engineer shall determine the number of days the said Contractor is in default, and the decision of said Engineer shall be final and binding on both parties hereto.

It is further agreed that if said Water Reclamation District shall accept any work or make any payment or payments under this Contract after any such default or defaults, such acceptance, payment or payments shall not in any respect constitute a waiver or modification of any of the provisions of this Contract and particularly of the provisions in regard to TIME and LIQUIDATED DAMAGES for delays.

Alterations or Additions and Time Extensions.

Article 25. In the event that any material alterations or additions are made as herein specified, which, in the opinion of the Engineer, will require additional time for the execution of any work under this Contract, then in that case the time for the completion of the work shall be extended by such a period of time as may be fixed by the Engineer, and his decision shall be final and binding upon both parties hereto, provided that in such case the Contractor, within thirty (30) days after being notified in writing of such alterations or additions, shall request in writing an extension of time, but no extension of time shall be given for any minor alterations or additions, and the Contractor shall not be entitled to any damages or compensation from the Water Reclamation District on account of such additional time required for the execution of the work or due to any delay related to such work. All claims for time extensions shall be based upon and include the

results of all analyses of the Work Schedule.

Notice to Suspend Work.

Article 26. The Contractor shall delay or suspend the progress of the work, or any part thereof, whenever he shall be so required by written order of the Engineer, and for such periods of time as the Engineer may order, provided that in the event of such delay or delays or of such suspension or suspensions of the progress of the work or any part thereof, the time for the completion of the work so suspended or of work delayed by such suspension or suspensions, shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions, but such order of the Engineer shall not otherwise modify or invalidate in any way any of the provisions of the Contract and the Contractor shall not be entitled to any damages or compensation, except as mentioned in Article 27, from the Water Reclamation District on account of such delay or delays, suspension or suspensions.

Unavoidable Delay.

Article 27. Should the Contractor be obstructed or delayed in the commencement, prosecution or completion of the work hereunder by any act or delay of the District, or by inability, with the exercise of due diligence, to obtain necessary railroad and transportation facilities, or by unavoidable acts or delays on the part of transportation companies in transporting, switching or delivering material for said work, or by any act or delay of the agencies of the Federal Government, or by acts of public authorities, or by riot, insurrection, war, pestilence, fire, lightning, earthquake, cyclone, strikes, or through any delays or defaults of other parties under contract with said District or due to unavoidable delays in obtaining the specified materials or equipment for said work due to strikes, or by delays hereinbefore specified which result in performing work under abnormal weather conditions beyond such as usually occur during the times specified herein that cause unavoidable delays in performing said work, or to other causes, which causes and delays mentioned in this Article 27, the Engineer shall determine to be entirely beyond the control of the Contractor, then the times fixed in the Agreement for the completion of said work to the extent specified shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes mentioned in this Article 27. No such allowance of time shall be made, however, unless notice in writing of a claim therefore is presented to the Engineer before the last day of each succeeding month of all delays occurring within the preceding month, and the Contractor shall satisfy the Engineer

that the delays so claimed are unavoidable and substantial and could not be reasonably anticipated or adequately guarded against. All claims for time extensions shall be based upon and include the results of an analysis of the Work Schedule.

It is expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation from the District except on account of any delay or delays resulting from any act or delay of the District or other parties under contract with the Water Reclamation District, and such damages shall be limited solely to additional premiums actually paid by the Contractor on his bond and insurance and for wages and salaries of employees and other extra expenses of the Contractor that are necessary only for the proper maintenance of the work and equipment of the Contractor at the site during the delay caused by the District, or other contractors working for the District and only when such delay results in a complete stoppage of contract work on the job site. The Engineer shall determine the number of days, if any, that the Contractor has been so delayed and the amount of such extra costs to the Contractor due to said delay or delays and the amount of extra compensation to be paid to the Contractor therefore, and his decision shall be final and binding upon both parties to this contract. It is further expressly understood and agreed that any damages or compensation allowed under this Article 27 shall specifically exclude any anticipated lost profits and all costs for home office overhead.

The provisions of the preceding paragraph notwithstanding, it is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation from the District under this Article 27 if the Contractor is concurrently delayed by any of the aforesaid causes mentioned in this Article 27 or by any act or event within the control or due to the fault or negligence of the Contractor.

It is further expressly understood and agreed that the Contractor shall not be entitled to any compensation or damages from the District on account of any delay or delays resulting from any act or delay caused by agencies of the Federal Government, or by acts of other public authorities or by inability, with the exercise of due diligence, to obtain necessary railroad and transportation facilities or by unavoidable acts or delays on the part of transportation companies in transporting, switching or delivering material for said work or by riot, insurrection, war, pestilence, fire, lightning, earthquake, cyclone, or due to strikes or by delays which result in performing work under abnormal weather conditions beyond such as usually occur during the time of performance specified in the Agreement that cause unavoidable delays in performing the work.

Forfeiture of Contract

Article 28. It is further agreed by and between the parties hereto that if the Contractor fails financially, or abandons this Contract, or fails, refuses or neglects to prosecute the work hereunder, so as to achieve the progress necessary to complete said work within the time or times specified, or as extended under the terms of this Contract, or if in the opinion of the Engineer said work has been or is being delayed by the Contractor so that said work cannot be completed within the time or times specified, or as so extended, or if from any other cause, whatsoever, the Contractor is unable to carry out the terms and conditions of this Contract and complete said work within the time or times specified or if the Contractor shall sublet, in whole or in part, the work under this Contract in violation of Article 19 herein, then the Water Reclamation District may declare this Contract forfeited either as to a portion of the same or the whole thereof.

Upon the happening of any of the conditions hereinbefore specified in this article, the Water Reclamation District shall have a lien upon all the buildings, materials, supplies, machinery, implements and tools of the Contractor for the purpose hereinafter specified; and the Water Reclamation District may thereupon immediately take possession of all said buildings, materials, supplies, machinery, implements and tools, for the use and purpose hereinafter set forth; thereupon the Water Reclamation District shall have the power to, and may at the cost of the Contractor, complete the said work by letting a new contract, and in completing the said work by contract, the Water Reclamation District may use such buildings, materials, supplies, machinery, implements, tools and plant as may be the property of the Contractor, and make the necessary repairs and replacements thereto.

The cost of fully completing all the work provided for under any new contract shall include the sum or sums of money paid by the Water Reclamation District to other contractors, all administrative costs and all cost of repairs and replacements upon machinery, implements, tools and plant of the Contractor hereunder and also all sums of money paid by the Water Reclamation District for first aid, medical, surgical, and hospital services and compensation for occupational diseases, accidental injuries or death suffered by the employees of any new contractor in the course of their employment in completing said work under the Workman's Occupational Disease Act and the Workmen's Compensation Acts of the State of Illinois now in force.

The cost and expense of fully completing said work, as aforesaid, shall be charged to the Contractor and the amount of such cost or expense so charged shall be deducted from any sums of money that may be due or may thereafter become due to the Contractor under and by virtue of this Contract, as far as the same may suffice therefore.

Should the amount remaining unpaid of the original Contract price be insufficient to reimburse the Water Reclamation District for the cost and expense of fully completing said work, then the Water Reclamation District may sell all buildings, sheds, materials, supplies, machinery, implements and tools obtained from the Contractor then on hand, at public sale on giving said Contractor twenty (20) days notice of the time and place of such sale, and the proceeds derived from the sale of said property at such sale, less expenses incurred thereby, shall be credited to the Contractor, and should the amount received from said sale be then insufficient to pay such deficiency, the Contractor and his bondsmen shall be liable to pay the amount of said deficiency; and at any such sale of said property, the Water Reclamation District may bid and become a purchaser of any or all of said property. It is further understood and agreed that the terms and provisions of this Article 28 shall apply to and be binding upon all subcontractors of the Contractor hereunder.

Contractor's Bond.

Article 29. The Contractor shall furnish a bond in the sum of one hundred (100) per cent of the awarded amount of this Contract as security for the performance of the work under this Contract and for the payment of all persons performing labor and furnishing materials and equipment in connection with the Contract unless otherwise specified in the Agreement.

The payment bond and performance bond shall remain in full force and effect for a period of one year from and after the final acceptance of the entire completed work by the Water Reclamation District.

The above bond shall be underwritten with a good and sufficient surety or sureties, the same to be satisfactory to the Director of Procurement and Materials Management of the Water Reclamation District, conditioned upon the faithful performance of all the terms and conditions of this Contract; and should the sureties on said bond at any time fail financially or be, in the opinion of the said Director of Procurement and Materials Management, insufficient security for the penalty of said bond, then in that case said Director of Procurement and Materials Management may, on giving ten (10) days notice thereof in writing, require

the Contractor to furnish a new and additional bond in place of the bond so having become insufficient, with such sureties thereon as shall be satisfactory to said Director of Procurement and Materials Management.

If the Contract is considered "Non-Construction" type and the required Contractor's bond is less than \$100,000.00, it is permissible to substitute cash, a certified bank instrument, or certificate of deposit. If a certificate of deposit is furnished, it must have a fixed rate and fixed amount from a financial institution acceptable to the Director of Procurement and Materials Management. The maturity date shall be later than the Contract completion date and must be accompanied by an "Assignment of Certificate of Deposit" or "Assignment of Savings Account" in the name of the Water Reclamation District on forms to be supplied by the District.

Maintenance Bond.

Article 30. For Engineering Department contracts, the Contractor shall furnish the maintenance bond or bonds, when called for under the Contract, in the amount and for the term specified in the Detail Specifications, to make good at his own expense any excessive wear to any parts or any defects in or damages to any equipment or work specified which may arise from faulty materials, contractor design or construction, or from the inability of the equipment or work to successfully perform all the requirements of the specification.

Said bonds shall be furnished with good and sufficient surety, the same to be satisfactory to the Director of Procurement and Materials Management of the Water Reclamation District and the approval of same shall be a condition precedent to the final payment specified in Article 35.

Should any item, for which the maintenance bond is required, be taken over for permanent operation by the Water Reclamation District in accordance with Article 34, a separate maintenance bond shall be furnished, and the term of the maintenance bond shall begin on the date when said item of work is placed in permanent operation by the Water Reclamation District.

The cost of furnishing the maintenance bond or bonds shall be included in the price or prices specified in the Agreement.

Prices.

Article 31. The Contractor agrees to accept and the Water Reclamation District agrees to pay the

price or prices stated in the Agreement as full compensation for furnishing all the labor, tools, materials and appurtenances necessary to make full and faithful performance and completion of all the work, free of all claims, liens and charges whatsoever and in full compliance with the plans and specifications and the requirements of the Engineer. Said Contractor further agrees that he is not entitled to any money for losses or consequential damages arising out of the nature of the work, the action of the elements, any unforeseen obstructions or difficulties encountered in the prosecution of the work and any risks, of every kind, nature and description, connected therewith.

The specified price or prices shall cover the cost of all machinery, plant and tools and all work, labor and materials of whatsoever kind that shall be furnished or needed to complete the entire work for the purposes for which it is intended. Said prices shall also cover all royalties for patents, and patented materials, appliances and processes used in the work, except as hereinbefore specified in Article 15. Before final payment is made the Contractor shall furnish a satisfactory guarantee against all claims on account of work performed, tools and plant employed, and material and labor furnished hereunder, and against all claims for patents, patented materials, appliances and processes, except as hereinbefore specified in Article 15, used in or on account of the work under this Contract.

Progress Payments.

Article 32. Once each month the Contractor may submit to the Engineer a request for partial payment for work completed. Payments will be made by the District within 30 calendar days provided the Contractor submits the payment requests by the monthly deadlines established by the District at the start of the contract. Such payment requests shall be prepared and submitted via the electronic project management system specified in the contract or an alternate method established by the District at the start of the contract. The Contractor shall complete and include affidavits using the forms furnished by the District at the start of the contract. The work completed as shown on the payment requests shall be subject to approval by the Engineer and may be revised by the Engineer if necessary.

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 requests, but will be used solely by the District to estimate monthly disbursements and cash flow requirements.

For other than Engineering Department contracts, the Water Reclamation District agrees to pay the Contractor the sum or sums stated in the Agreement in partial installments from time to time as the work progresses upon certificates signed by the Engineer, but said certificates shall in no way lessen the total and final responsibility of the Contractor. Whenever practicable, partial payments will be made monthly.

Progress payments for all contracts shall be made in accordance with Article 33 and the final payment shall be made in accordance with Article 35. Payment of any sums shall in no way lessen the total and final responsibility of the Contractor. It is further expressly agreed that the payment of any monies hereunder shall in no way lessen the liability of the Contractor to replace defective equipment, material and work, though the same may not have been detected at the time such payment was given or acted upon. All progress payments being made merely upon approximate estimates shall be subject to correction on the final estimate voucher.

The Contractor shall also submit separate payment request forms for all extra work performed in accordance with Articles 7 and 8.

Progress Payments and Reserves.

Article 33. For Engineering Department contracts, as the work progresses, a reserve shall be withheld from the amount to be paid on the progress payment vouchers. If the Contract value is \$10,000,000 or less, an amount shall be withheld of 10 percent of the payment requested until work is 50 percent complete. When work is 50 percent complete, the withholding shall be reduced to 5 percent of the dollar value of all work satisfactorily completed to date until the work is 90 percent complete. When the work is 90 percent complete, the withholding shall be reduced to 4 percent of all work satisfactorily completed to date. The Water Reclamation District may reinstate up to 10 percent withholding if the Engineer determines that the Contractor is not making satisfactory progress or there is any other specific cause for such withholding.

If the Contract value is more than \$10,000,000 an amount shall be withheld of 7.5 percent of the payment requested until the work is 50 percent complete. When work is 50 percent complete, the withholding shall be reduced to 5 percent of the dollar

value of all work satisfactorily completed to date until the work is 75 percent complete. When the work is 75 percent complete, the withholding shall be reduced to 4 percent of the dollar value of all work satisfactorily completed to date until the work is 90 percent complete. When the work is 90 percent complete, the withholding shall be reduced to 3 percent of all work satisfactorily completed to date. The Water Reclamation District may reinstate up to 7.5 percent withholding if the Engineer determines that the Contractor is not making satisfactory progress or there is other specific cause for such withholding.

For all contracts, when the dollar value of the work satisfactorily completed has reached 95 percent and the Engineer determines that the work under the contract is substantially complete, the Water Reclamation District may further reduce the reserves to 2 percent of the dollar value of the work completed.

It shall be the decision of the Engineer as to the dollar value of the work completed, the percentage of completion, and whether or not the work is substantially complete, and that decision shall be final and binding on both parties.

All sums withheld shall be reserved by the Water Reclamation District as part security for the faithful performance hereof. The final payment voucher shall not become due the Contractor until the expiration of forty-five (45) days after the completion of all work and approval of the Engineer, and after payment by the Contractor on all claims for labor and material furnished in the performance of work under this Contract and as covered under Article 35.

The release of any portion or all of the sums withheld provided for under this Article 33 shall not be construed as a waiver by the Water Reclamation District of its right to hold the Contractor and his Surety liable for any and all obligations under the terms of the Contract and bond.

For each pay item the Contractor, unless otherwise directed, shall furnish the Engineer with a balance statement showing in detail the breakdown of the price into proper sub-items including labor and material. Such statements, if presented on computer generated spreadsheets, shall conform to the standard American Institute of Architects document format. Such statements, if approved or revised by the Engineer, will be used in determining the value of the work performed under that item.

Taking Over Completed Work.

Article 34. Upon the completion of any part of

the work specified prior to the final completion of the entire work, on or before the time specified in the Agreement, the Water Reclamation District shall have the right to take over for operation or use the said completed part of the work upon written notice to the Contractor from the Engineer that such action will be taken.

Final Payment.

Article 35. The Contractor further agrees that he shall not be entitled to demand or receive final payment for any portion of the work or materials, except in the manner set forth herein, nor until all the stipulations, provisions and conditions hereinbefore mentioned are complied with; whereupon the Water Reclamation District, after the expiration of forty- five (45) days after such completion, will pay, and hereby binds itself to pay, the Contractor the whole amount of money accruing to said Contractor under this Contract, except such sum or sums of money as may have been already paid, and as may be lawfully retained under any of the provisions of this Contract.

If at any time it shall appear that the Water Reclamation District has made any illegal, improper, or excess payments to the Contractor which may have been included in a progress estimate or in the final estimate of the Engineer, then the Contractor hereby agrees to repay on demand to the Water Reclamation District the amount or amounts so paid.

Upon satisfactory completion of the work performed under this Contract, as a condition before final payment under this Contract, or as a termination settlement under this Contract, the Contractor shall execute and deliver to the Water Reclamation District a release of all claims against the Water Reclamation District arising under or by virtue of this Contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise expressly agreed to by the parties to this Contract, final payment under this Contract or settlement upon termination of this Contract shall not constitute a waiver of the Water Reclamation District's claims against the Contractor or his sureties under this Contract or applicable performance and payment bonds.

Guarantees.

Article 36. The Contractor guarantees all work performed and all material and equipment furnished and installed under the Contract against defects in materials and workmanship for a period of one year from the date of completion of all work including successful completion of the 60-day

operation test, all punchlist items, and final clean-up and formal acceptance of the completed work by the Water Reclamation District.

The Contractor shall, within a reasonable time after receipt of written notice thereof, make good any defects in materials, equipment, and workmanship which may develop within periods for which said materials, equipment, and workmanship are guaranteed and also make good any damage to other work caused by the repairing of such defects at his own expense and without cost to the Water Reclamation District.

Financial Interest Provisions.

Article 37. The provisions of the Purchasing Act, 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, states:

"**No officer or employee of a sanitary district organized pursuant to this Act shall be financially interested, directly or indirectly, in any bid, purchase order, lease or contract to which such sanitary district is a party. For purposes of the Section, an officer or employee of the sanitary 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 a party to any bid, purchase order, lease or contract with the sanitary 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.

The Contractor will also comply with the Water Reclamation District's ethics ordinance (MWRDGC Ord. 022-004, and as amended in the future) in all dealings with all District employees. The Contractor is responsible for insuring that all subcontractors receive copies of this ordinance with their subcontractors and shall ensure the compliance of subcontractors, at all levels of the project, with the ordinance.

This Contract, at the option of the Water Reclamation District, may be terminated and canceled in the event the Contractor or subcontractor breaches any of the provisions of said Act or Ordinance. Other actions the District may take for violations is banning of the subcontractors or individuals from working on the project or the project site. The Contractor bears full responsibility and liability for the consequences of the District's response to ethics and purchasing violations.

Ownership.

Article 38. It is understood and agreed by and between the parties hereto, that it is the intention of the parties hereto that the Water Reclamation District shall acquire exclusive ownership of the materials and work which have entered or are fabricated to enter into the material or equipment covered by this Contract upon the payment by the Water Reclamation District for any sum or sums of money specified in this Contract to be paid on itemized progress certificates, and the Contractor hereby agrees that he will, when such payments are made, execute and deliver, on demand, to the Water Reclamation District, a bill or bills of sale of the material or equipment or parts of equipment included on such certificate, whether in an uncompleted or fully completed condition, as evidence of such ownership.

The Contractor hereby further agrees to segregate the work intended for the Water Reclamation District from all other work and attach to the material or equipment appropriate signs, marks or evidence to the effect that the material or equipment, whether uncompleted or completed, is the exclusive property of the Water Reclamation District.

It is further understood and agreed, by and between the parties hereto, that the payment by the Water Reclamation District of any sum or sums of money herein specified to be paid on progress certificates and the acquired ownership of the material or equipment or parts thereof shall not operate as a bar to subsequent inspection and rejection of all or any portion of such materials and workmanship as may be unacceptable under the terms of this Contract in the judgment of the Engineer, and further, that such payments and acquired ownership shall not in any respect constitute a waiver or modification of any of the terms and provisions of this Contract and particularly shall not affect the provisions hereof in regard to time for delays.

Table of Statutes in General Conditions

70 ILCS 2605/11.15 6

An Act to create Sanitary Districts and to remove obstructions from the Des Plaines and Illinois Rivers," approved May 29, 1889, in force July 1, 1889, and all acts amendatory thereof and supplementary thereto (70 ILCS 2605) 2

Copeland "Anti-Kickback" Act (18U.S.C.874)..... 4

Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 2

Illinois Environmental Protection Act. (415 ILCS 5/) 2

Illinois Human Rights Act, Art.2, 775 ILCS 5/2- 101-5/2-105 2

Occupational Diseases Act of the State of Illinois 8

Purchasing Act, 70 ILCS 2605/11.1-11.24... 19

Section 1101 of Title 8 of the United States Code 6

Section 1158 of Title 8 of the United States Code 6

Section 1401 of Title 8 of the United States Code 6

Water Reclamation District's Ethics Ordinance (MWRDGC Ord. O22-004, and as amended in the future)..... 19

Workmen's Compensation Act 8

Table of Contents

Page Number	Section Heading
D-4	Section 1. Declaration of Policy
D-4	Section 2. Findings
D-6	Section 3. Purpose and Intent
D-6	Section 4. Coverage

D-7 **AFFIRMATIVE ACTION ORDINANCE** Section 5. Definitions

D-11 **REVISED APPENDIX D** Section 6. Non-Discrimination

D-11 **OF THE** Section 7. Race and Gender-Neutral Measures to Ensure Equal Opportunities for All Prime Contractors and Subcontractors

METROPOLITAN WATER RECLAMATION DISTRICT

D-12 Section 8. Support and Outreach

OF GREATER CHICAGO

D-13 Section 9. District Roles and Responsibilities

D-14 Section 10. Certification Eligibility

D-17 Section 11. Appeals

D-18 Section 12. Schedule of Goals for Minority and Women-Owned Business Enterprise Utilization

D-18 Section 13. Contract Goals

Section 14. Counting MBE and WBE

Table of Contents

Section Heading	Page Number
Section 1. Declaration of Policy	D-4
Section 2. Findings	D-4
Section 3. Purpose and Intent	D-6
Section 4. Coverage	D-6
Section 5. Definitions	D-7
Section 6. Non-Discrimination and Affirmative Action Clause	D-11
Section 7. Race and Gender-Neutral Measures to Ensure Equal Opportunities for All Prime Contractors and Subcontractors	D-11
Section 8. Support and Outreach	D-12
Section 9. District Roles and Responsibilities	D-13
Section 10. Certification Eligibility	D-14
Section 11. Appeals	D-17
Section 12. Schedule of Goals for Minority and Women-Owned Business Enterprise Utilization	D-18
Section 13. Contract Goals	D-18
Section 14. Counting MBE and WBE Participation Towards	

Contract Goals	D-18
Section 15. Utilization Plan Submission	D-21
Section 16. Bid Submission Compliance Review	D-23
Section 17. Mentor-Protégé Program	D-24
Section 18. Contract Performance Compliance	D-25
Section 19. Compliance System	D-28
Section 20. Sanctions for Non-Compliance	D-29
Section 21. Federal Regulations	D-31
Section 22. Reporting and Review	D-31
Section 23. Sunset Provision	D-32
Section 24. Repeal of Prior Inconsistent Provisions	D-32
Section 25. Severability	D-32
Section 26. Effective Dates	D-32
Exhibit A/Exhibit B Utilization Plan	UP-1 to UP-5
MBE/WBE Subcontractor's Letter of Intent	UP-6
Exhibit C – Assist Agencies List	AA-1 to AA-3

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.

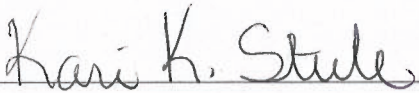
Section 25. Severability

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:

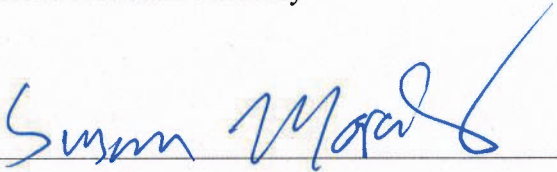


Kari K. Steele, President
Board of Commissioners of the
Metropolitan Water Reclamation
District of Greater Chicago

Approved as to form and legality:



Head Assistant Attorney



General Counsel

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Exhibit A / Exhibit B

Utilization Plan

MBE/WBE Subcontractor's Letter of Intent

ADOPTED

Karl K. Stein
Board of Commissioners of the
Department of Transportation
District of Greater Chicago

Approved as to form and legality

Elva A. Vera

Legal Assistant Attorney

[Handwritten Signature]

General Counsel

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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!!!

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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! ! !

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Exhibit C
Assist Agencies List

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ASSIST AGENCIES LIST

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

<p>African American Contractors Association (AACCA) Omar Shareef, Founder 7445 S. South Chicago – Suite 1F Chicago, IL 60619 312-915-5960 Fax: 312-567-9919 aacanatlassoc@gmail.com</p>	<p>Chatham Business Association, Small Business Development, Inc. (CBA) Jennipher Adkins, Executive Director 800 E. 78th Street Chicago, IL 60619 773-994-5006 Fax: 773-855-8905 jennipheradkins@cbaworks.org</p>
<p>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</p>	<p>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</p>
<p>Asian American Chamber of Commerce of Illinois Megan Nakano, Executive Director 5415 N Clark Street, Chicago, IL 60640 Megan@AACCCIL.org www.AACCCIL.org</p>	<p>Chicago Minority Supplier Development Council (CMDSC) Debra Jennings-Johnson, President and CEO 216 W. Jackson Blvd. – Suite 600 Chicago, IL 60603 312-755-8880 Fax: 212-755-8890 Djennings-johnson@chicagomsc.org</p>
<p>Association of Asian Construction Enterprises Perry Nakachi 4100 S. Emerald Chicago, IL 60609 847-525-9693 Fax: 312-666-1785 nakmancorp@aol.com</p>	<p>Chicago Women in Trades (CWIT) 2444 W 16th St., Suite 3E Chicago, IL 60608 Renee Richardson 312-942-1444 rrichardson@cwit.org</p>
<p>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</p>	<p>Chicago UNIDOS in Construction Juan F. Calahorrano, Executive Director 630-501-7448 juanfc@ChicagoUNIDOSiC.org ChicagoUNIDOSiC.org</p>
<p>Black Contractors United (BCU) Kareem Broughton, President 155 N. Michigan Avenue, Suite 300 Chicago, IL 60601 (800) 797-9429 info@bcuchicago.com</p>	<p>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</p>

ASSIST AGENCIES LIST

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

<p>Cosmopolitan Chamber of Commerce Cheronne M. Mayes, Executive Director 1631 S. Michigan Ave. Chicago, IL 60616 312-971-9594 cmayes@cosmochamber.org</p>	<p>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</p>
<p>Council of Black Architecture & Engineering Companies Julie Harris, Executive Director 30 Wall Street, 8th Floor New York, NY 10005 jharris@cbaec.org</p>	<p>Illinois Hispanic Chamber of Commerce Jaime di Paulo, President & CEO 180 N. Michigan Avenue, Suite 500 Chicago, IL 60601 312-425-9500 Fax: 312-425-9510 jaime@ihccbbusiness.net</p>
<p>Elite SDVOB Network, Illinois Chapter Dr. Jerry Bell Jr. 420 Lake Cook Road, Suite 104 Deerfield, IL 60015 815-641-7435 jerry.bell@bjb-businessgroup.com</p>	<p>LGBT Chamber of Commerce of Illinois Travis Hooker, VP of Finance 4753 N. Broadway Chicago, IL 60640 773-303-0167 hello@lgbtcc.com</p>
<p>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</p>	<p>National Association of Women Business Owners of Greater Chicago (NAWBO) Melissa Lagowski, Executive Director 4500 W. Peterson Avenue, Suite 105 Chicago, IL 60646 773-741-4955 melissa@nawbochicago.org</p>
<p>Hire 360 Chicago Deborah Whitaker, Director of Business Development 2540 S. State Street Chicago, IL 60616 312-575-2513 dwhitaker@hire360chicago.com</p>	<p>National Association of Minority Contractors (NAMC) Chicago Chapter Curtis L. Johnson, President 708-543-9751 curtis@namcchicago.org www.namcchicago.org</p>
<p>Hispanic American Construction Industry Association (HACIA) Jackie Gomez, Executive Director 650 W. Lake St. – Suite 415 Chicago, IL 60607 312-575-0389 Fax: 312-575-0544 jgomez@haciaworks.org</p>	<p>Native American Chamber of Commerce of Illinois Andrew Johnson, Executive Director 100 N. Riverside Plaza #1670 Chicago, IL 60606 andrew@nacc-il.org</p>
<p>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</p>	<p>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</p>

ASSIST AGENCIES LIST

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

<p>Professional Women in Construction Jean Wine – President c/o Fox Swibel Levin & Carroll 200 W Madison Street, 30th Fl Chicago, IL 60606</p>	<p>Women Construction Owners & Executives (WCOE) Mary Kay Minaghan, Local Lobbyist 308 Circle Avenue Forest Park, IL 60130 708-366-1250 mkm@mkmservices.com</p>
<p>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</p>	
<p>(U.S.) Small Business Administration (SBA) Willette LeGrant, District Director 332 S. Michigan, Suite 600 Chicago, IL 60661 312-353-4528 willette.legrant@sba.gov</p>	
<p>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</p>	
<p>USMCA National Veterans Organization Elmer Rhodes, President, Veterans Affairs Division 630-963-4700 erhodes@x-rhodes.com</p>	
<p>Veterans Chamber of Commerce Frank Gutierrez, Board President Website: veteranchamber.org 773-540-6478 frank@veteranchamber.org</p>	
<p>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 dbeasley@wbdc.org</p>	

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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.

