

# Contract Documents

for

# MCCOOK RESERVOIR EXPANDED STAGE 2 SLOPE STABILIZATION & RETAINING WALLS

Stickney Service Area (SSA)

Cook County, Illinois

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## Contract 16-125-4F



Room 508, 100 East Erie Street

Chicago, Illinois 60611

## Volume 1 of 3

# SIGNATURE BOOK FOR SUBMISSION OF BID

## 2016

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**MCCOOK RESERVOIR EXPANDED STAGE 2  
SLOPE STABILIZATION & RETAINING WALLS  
COOK COUNTY, ILLINOIS  
CONTRACT 16-125-4F**

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# NOTICE

## INVITATION TO BID TO THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR

MCCOOK RESERVOIR EXPANDED STAGE 2  
SLOPE STABILIZATION & RETAINING WALLS  
COOK COUNTY, ILLINOIS  
CONTRACT 16-125-4F

**PROPOSALS ARE DUE TUESDAY, FEBRUARY 14, 2017**

Sealed Proposals, endorsed as above, will be deposited in the sealed bid depository in the lobby of the Metropolitan Water Reclamation District Administration Building, 100 East Erie Street, Chicago, Illinois 60611, from the date of the Invitation to Bid, up to 11:00 A.M. CDT 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. CDT on Tuesday, February 14, 2017.

**NO BIDS WILL BE ACCEPTED AFTER 11:00 A.M. CDT ON THE ABOVE SCHEDULED BID DATE. ALL BIDS FAXED OR ELECTRONICALLY TRANSMITTED TO THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO WILL BE RETURNED TO THE BIDDER. PROPOSALS TRANSMITTED BY U.S. MAIL OR OTHER DELIVERY WILL BE CONSIDERED ONLY WHEN SAID PROPOSALS ARE IN THE DEPOSITORY AT THE TIME FIXED FOR OPENING THEREOF. THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO DOES NOT GUARANTEE THAT THE PROPOSAL RECEIVED BY MAIL OR OTHER DELIVERY WILL BE DEPOSITED IN THE DEPOSITORY IN TIME FOR SUCH OPENING.**

Tenders are invited for the work consisting of the construction of approximately 2,300 linear feet of soil nail retaining wall along the western and southern sides as well as slope stabilization work around the perimeter of Expanded Stage 2 of the McCook Reservoir, and performance of other work as specified in the Contract Documents and as shown on the Plans.

The site of construction is located at the McCook Reservoir located east of LaGrange Road (US-45), north of the Sanitary and Ship Canal and south of the Des Plaines River in the village of Bedford Park, in the County of Cook, State of Illinois.

The estimated cost of the work under Contract 16-125-4F is eleven million two hundred thousand dollars (\$11,200,000.00).

**The Mandatory Pre-Bid Site Walk-Through** will be held on Tuesday, December 13, 2016 at 9:00 A.M. CDT at the McCook Reservoir. Potential bidders must meet at the Lawndale Avenue Solids Management Area (LASMA) Visitor Center, 7601 S. LaGrange Road, Willow Springs, IL 60480. **Attendees are advised to bring appropriate footwear, hard hats, safety glasses, hearing protection, safety vest and current copies of their business cards.** There will be no question and answer session



during the Mandatory Pre-Bid Site Walkthrough. Potential bidders may raise any questions they may have at the Mandatory Technical Pre-Bid Conference.

**All potential bidders are required to attend the Mandatory Pre-Bid Site Walkthrough.** Bids received from bidders who did not attend the Mandatory Pre-Bid Site Walkthrough will not be considered. All potential bidders will be required to enter the name of person present for the mandatory pre-bid site walkthrough, and name, address, phone number and fax number of firm represented, on a Record-of-Attendance sheet that will be provided at each work site by District representatives. The completed Record-of-Attendance sheet will serve as documentation of attendance of the mandatory pre-bid site walkthrough. All potential bidders attending the mandatory pre-bid site walkthrough will also be required to complete a Site Visit Release and Indemnity Agreement provided by District representatives and included in the bid documents.

**The Mandatory Technical Pre-Bid Conference** will be held on Tuesday, December 13, 2016 at 11:00 A.M. CDT, at the Lawndale Avenue Solids Management Area (LASMA) Visitor Center, 7601 S. LaGrange Road, Willow Springs, IL 60480. The purpose of the Mandatory 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 seek clarification of technical or procedural aspects of this Contract.

**All potential bidders are required to attend the Mandatory Technical Pre-Bid Conference.** Bids received from bidders who did not attend the Mandatory Technical Pre-Bid Conference will not be considered. Prior to admission to the Mandatory Technical Pre-Bid Conference any potential bidder will be required to furnish the “Mandatory Technical Pre-Bid Conference Certificate”, properly executed, which is included in the bid documents package. Copies of the District’s list of Socially and Economically Disadvantaged Entities will be available at the conference.

Bidders are **STRONGLY URGED** to inspect all areas of the worksites prior to bidding, and shall familiarize themselves with the nature of the work and the method of accomplishing the same.

Additional geotechnical information is available for examination online from the District’s website, [www.mwrd.org](http://www.mwrd.org) under the subject contract.

Specifications, proposal forms, and plans may be obtained from the Procurement and Materials Management Department, Room 508, 100 E. Erie Street, Chicago, Illinois 60611, Monday - Friday between 8:45 A.M. and 4:15 P.M. CDT, fax: (312) 751-3042, upon payment of a One Hundred Dollar (\$100.00) **non-refundable** document fee, in the form of cashier’s check, or certified check or money order payable to the Metropolitan Water Reclamation District. Plans and specifications will not be mailed to firms located in Cook County. The contract documents can be forwarded to bidders outside Cook County via air freight arranged by the District and billed to the Contractor. Specifications, proposal forms and/or plans may also be downloaded online from the District’s website, [www.mwrd.org](http://www.mwrd.org). No fee is required for the contract documents if they are downloaded online.

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

Proposals must be submitted on proposal forms. Proposal forms are to be placed in the special envelope furnished by the Metropolitan Water Reclamation District of Greater Chicago. If contract documents are downloaded online from the District's website, the Bidder shall place the complete set of documents in a sealed envelope clearly marked as follows:

Sealed Bid Depository, MOB Lobby  
Metropolitan Water Reclamation District of Greater Chicago  
100 E. Erie Street  
Chicago, Illinois 60611  
Proposal For: Contract # 16-125-4F

**Each bidder is directed to return only Volume 1, which is the Signature Book for Submission of Bid, for this contract, properly completed with the required signatures, in time for the public bid opening date.**

Bidders are to include with their proposal signed copies of any addenda, or acknowledge receipt of any addenda, if the District issued any addenda to this contract. Failure to do so may be cause for the rejection of any bid. If bidding documents are available online, any addenda issued for this contract will be available online at the District's website, [www.mwrd.org](http://www.mwrd.org). Addenda will also be mailed, delivered, or faxed to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of the addenda.

Bidders who have paid the document fee, or who have downloaded contract documents online, may obtain, at their own cost, full-size prints of the Contract Plans by having an approved blueprint supplier pick up a CD of the original drawings at the District's Engineering Department Vault, make the prints, and immediately return the CD to the Engineering Department Vault. The CD will only be made available for pick-up Monday - Friday between 8:45 A.M. and 4:15 P.M. CDT. Arrangements for this service shall be made by contacting the Vault personnel [(312) 751-3156] at least 24 hours prior to the pick-up time of the CD.

Each proposal must be accompanied by a bid deposit in the form of cash (U.S. currency only), cashier's check, certified check or bid bond as stated in the Bidding Requirements and Instructions to Bidders contained in this document.

**THE BID DEPOSIT FOR THIS PROPOSAL IS FOUR HUNDRED AND FORTY EIGHT THOUSAND DOLLARS \$448,000.00.**

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

The bid money value of all materials purchased directly by the Contractor, together with the bid money value of all work performed by personnel and facilities provided directly by the Contractor, shall not be less than 40% of the money value of all work performed under this Contract. Any bid money value of work performed by the Subcontractors for work on the job site utilizing Subcontractors' materials, labor and facilities cannot be included in the percent of work to be completed by the Contractor.

Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (Illinois EPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any

resulting contract. The procurement is subject to regulations contained in the IEPA loan program rules, the Davis-Bacon Act (40 USC 276a through 276a-5), the Employment of Ill. Workers on Public Works Act and DBE Policy per 40 CFR Part 33, as amended, and the "Use of American Iron and Steel" requirements as contained in Section 436 of the Consolidated Appropriations Act, 2014. This procurement is also subject to the District's policy regarding the increased use of small, minority, and women's business. The District's policy requires all bidders to undertake specified affirmative efforts at least fifteen (15) days prior to the day of the bid opening. The policy is contained in the specifications. Bidders are also required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4. Federal Regulations regarding labor standards, the Copeland Anti-Kickback Act, equal employment opportunity and access to work shall be in effect. These regulations appear in Appendices B and I in the Contract Documents and form a part thereof. The Bidder must execute Grant Forms Nos. 1, 2, 3, 4 and 5 in the appropriate place in Appendix B as part of the Proposal. Any Proposal submitted without being accompanied by the executed Grant Forms Nos. 1, 2, 3, 4 and 5 will be rejected as non-responsive. The Bidder shall specifically take note of Section 7, "Certification," of Appendix I regarding non-collusion requirements, and shall comply with same.

Bidders on contracts in excess of Ten Thousand Dollars (\$10,000.00) will be required to comply with the President's Executive Order No. 11246, as amended to date, regarding NON-DISCRIMINATION IN EMPLOYMENT. The requirements for bidders and contractors under this order are explained in Appendix C of the Contract Documents. The provisions of Appendix C also apply to each Subcontractor on contracts in excess of Ten Thousand Dollars (\$10,000.00).

The Bidder agrees to fulfill the Special Training Provisions for Apprentices as specified in Appendix K [attached] Affirmative Action Requirements and to provide training opportunities throughout the life of the contract. The requirements of the Special Training Provisions are 880 Minority Hours and 310 Female Hours for the purposes of this contract.

The bidder shall submit with the Proposal a signed and completed Utilization Plan (included in Affirmative Action Ordinance, Revised Appendix D), which lists the firms intended to be used as Socially and Economically Disadvantaged Individuals, the type of work or service each Socially and Economically Disadvantaged Individuals will perform, and the dollar amount to be allocated to each Socially and Economically Disadvantaged Individuals.

- 1.) Each Bidder must submit with their proposals a signed and completed **MBE, WBE, SBE Utilization Plan** which lists each business intended to be used as a MBE, WBE, SBE on pages UP-2, UP-3 and UP-4 and supplemental pages as necessary. **The Bidder must sign the Signature Section page on UP-5.** Failure to submit a signed MBE, WBE, SBE 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-5 and UP-6, 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** an original or facsimile copy of **MBE, WBE, SBE Subcontractor's Letter of Intent, page UP-7** for each subcontractor listed on their MBE, WBE, SBE Utilization Plan. The submitted MBE, WBE, SBE 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, WBE or SBE within the meaning of the **Affirmative Action Ordinance, Revised Appendix D**. Failure to submit the MBE, WBE, SBE Utilization Plan signed by the Bidder at the time of bid opening and the MBE, WBE, SBE Subcontractor's Letter of Intent signed by each MBE, WBE, SBE will be viewed as non-responsive and the bid will be rejected.

3.) If the Bidder exceeds the allowable *Supplier Utilization* amount which is stated in the bid documents, the bid will be viewed as non-responsive. Therefore, the Bidder may not exceed the use of a MBE, WBE, SBE supplier for more than 25% of each respective MBE, WBE, SBE goal, unless the Director of Procurement and Materials Management has authorized a Supplier's Exception notated on page AU-1.

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

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

If a waiver from the Affirmative Action Ordinance, Revised Appendix D requirements is sought, the bidder should include with the bid package documentation of good-faith efforts to meet the Affirmative Action Ordinance, Revised Appendix D utilization goals. The documentation should be provided with the bid package on the Contractor's Information Form; the form is included in the package containing the contract documents. Subsequent to bid opening and if it is determined by the Affirmative Action Administrator that a Contractor's Information Form is required from the apparent low bidder, the bidder must complete and submit the form within three (3) days of receiving the written request.

The Bidder to whom the Contract is awarded must be prepared to comply with the requirements of the Affirmative Action Ordinance during the life of the Contract.

The work under this contract is classified "General and Heavy Construction" for the MBE, WBE, SBE utilization goals contained in the Revised Appendix D. The associated goals are 20% Minority-owned Business Enterprises, 10% Women-owned Business Enterprises, and 10% Small Business Enterprises.

The bidder to whom the contract is awarded must be prepared to comply with the requirements of the Affirmative Action Ordinance during the life of the contract.

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

Any potential bidder with questions regarding the meaning of any part of the specifications or other bidding documents should submit such inquiries online at the District's website, [www.mwrd.org](http://www.mwrd.org), under the "Contracts and Proposals" section of the website. 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 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.

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 Project Manager for this contract is Carmen Scalise. This Project Manager will provide online responses to online inquiries.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/.01 et.seq.)

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

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

Metropolitan Water Reclamation District  
of Greater Chicago

By \_\_\_\_\_

Darlene A. LoCascio

Director of Procurement and Materials Management

Chicago, Illinois  
November 30, 2016

**MANDATORY TECHNICAL PRE-BID CONFERENCE CERTIFICATE**

\_\_\_\_\_ (herein referred to as the Bidder), hereby certifies that as a condition to admission to the Mandatory Pre-Bid Site Walk-Through and admission to the Mandatory Technical Pre-Bid Conference for Contract 16-125-4F, McCook Reservoir Expanded Stage 2, Slope Stabilization & Retaining Walls, Cook County, Illinois.

- 1) Bidder intends to submit a bid on Contract 16-125-4F.
- 2) Bidder has examined the plans and specifications and any prior addenda.
- 3) Bidder acknowledges that he is fully responsible for all work, including that of any subcontractors and suppliers. Bidder further acknowledges that he has total responsibility for achieving all specified levels of performance while complying with the design parameters included in the Contract. (It is the purpose of the technical pre-bid conference to assist bidders in achieving quality performance under this contract by a complete understanding of the various contract provisions and their interrelationship. By having previously examined the Contract plans, specifications and addenda in sufficient detail, each bidder will be able to raise questions concerning any matter which was unclear during the bidding process. All Bidders are encouraged to raise such questions.)
- 4) Bidder acknowledges the purpose of the technical pre-bid conference is to resolve ambiguities, inconsistencies, errors or omissions in the plans, specifications or addenda.
- 5) Bidder acknowledges that should this Contract be awarded to him, and if a need arises to interpret, enforce or otherwise resolve any ambiguity, inconsistency, error or omission in the plans, specifications or addenda, and if such ambiguity, inconsistency, error or omission could have been raised and resolved at this technical pre-bid conference, then such interpretation, enforcement or resolution shall be made without additional cost to the District.
- 6) Bidder acknowledges that this Certificate is a part of the Contract. Following the conclusion of this conference, the results of the proceedings shall be reduced to writing and made available for inspection prior to the bid opening date.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

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**Metropolitan Water Reclamation District of Greater Chicago**

**SITE VISIT RELEASE AND INDEMNITY AGREEMENT**

**Contract:** 16-125-4F, McCook Reservoir Expanded Stage 2, Slope Stabilization & Retaining Walls

**From: (Company)** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Releaser (Individual) Printed Name**

\_\_\_\_\_  
**Releaser (Company)**

\_\_\_\_\_  
**Releaser (Individual) Signature**



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## BIDDING REQUIREMENTS AND INSTRUCTIONS TO BIDDERS

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

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

6. If any person 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](http://www.mwrd.org), under the "Contracts and Proposals" section of the website. 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 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. If bidding documents are available online, all addenda issued for this contract will be available online at the District's website, [www.mwrd.org](http://www.mwrd.org). A copy of such addenda will also be mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of the addenda. 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 or submit a signed copy of each addendum with the Bidder's proposal 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 in ink, and no proposal will be considered unless it is so signed. Photographic and/or stamped signatures are not acceptable. All proposals must be in "ink." Proposals submitted in pencil will be considered non-responsive and the bid will be rejected.
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 bound in these Contract Documents and shall conform to the terms and conditions set forth in these Bidding Requirements and Instructions to Bidders. Said Proposal should be enclosed in the envelope furnished by the District bearing only the printed endorsement as stated in the Invitation to Bid. If proposal forms are downloaded online from the District's website, bidders are responsible to submit all contract documents in their entirety. The contract documents shall be placed in a sealed envelope clearly marked as follows:

Sealed Bid Depository, MOB Lobby  
Metropolitan Water Reclamation District of Greater Chicago

100 E Erie Street  
Chicago, Illinois 60611  
Proposal For: Contract # 13-106-4F

Bidders shall indicate the applicable contract number on the face of the sealed envelope. Failure to submit all contract documents as specified may render the bid non-responsive and the bid may be rejected.

12. It is the Bidder's responsibility to submit the complete set of contract documents. This volume is to remain intact. Failure to submit the complete set of contract documents may render the bid non-responsive and the bid may be rejected.
13. 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. As of July, 2005, the website is [www.cyberdriveillinois.com](http://www.cyberdriveillinois.com).

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."

14. 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."

15. Each proposal must be accompanied by a bid deposit in the form of cash (U.S. currency only), cashier's check(s), certified check(s) or bid bond in the amount stated in the Invitation to Bid. Each check must be drawn upon a responsible bank, and shall be made payable to the order of the "Metropolitan Water Reclamation District." If the check is not stamped as a "certified" or "cashier's check" on its face, such check must be accompanied by a letter on the letterhead of the financial institution and signed by an officer of the financial institution stating that the check is a guaranteed obligation of the financial institution. 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 original signatures from the Bidder and Surety Company. Failure to provide original signatures on the bid bond will result in the rejection of the bid. Photographic and/or stamped signatures are not 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.
16. 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 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.

17. 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 bound contract documents provided by the District for bidding, or the complete set of contract documents 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.
18. 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.

19. 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.
20. 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.
21. 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. The Bidder must take this into consideration when providing their proposal to the District.
22. 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 deposited 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.
23. The Bidder to whom the Contract is awarded shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et. seq. A list of current prevailing wage rates for Cook County and/or Fulton County, as determined by the Illinois Department of Labor, is appended to these Requirements. It is the responsibility of the Contractor to obtain and comply with any revisions to the rates should they change during the duration of the Contract.
24. 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.
25. 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.
26. 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.
27. If this Contract is a federal or federally assisted Contract, the following provisions apply:

The Office of Federal Contract Compliance Programs of the U.S. Department of Labor requires its constituent agencies, which provide financial assistance to construction, to establish an enforceable

Affirmative Action Program to ensure compliance with the Equal Employment Opportunity requirements of Executive Order 11246 on construction Contracts in the Chicago area in excess of Ten Thousand Dollars (see Appendix C).

The successful Bidder may be required to attend a meeting scheduled by the Office of Civil Rights and Urban Affairs of the U.S. Environmental Protection Agency after the opening of bids, but prior to award, where he will be requested to elaborate on his AFFIRMATIVE ACTION PROGRAM outlined in Appendix C of the Contract Documents.

Following award of the Contract, the successful Bidder shall immediately implement the approved AFFIRMATIVE ACTION REQUIREMENTS as specified in Appendix C of the Contract Documents, and satisfactorily maintain this position throughout the life of the Contract.

28. If Revised Appendix D is a part of the Contract, the Bidder shall comply with the described requirements.

If the District's Multi-Project Labor Agreement is a part of the Contract, the lowest responsible Bidder and its subcontractors shall comply with its terms and conditions.

29. 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.

30. The Director of Procurement and Materials Management reserves the right to waive technicalities and to reject any or all proposals.
31. 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.

# Cook County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMM. ELECT.		BLD		40.000	42.800	1.5	1.5	2.0	8.670	12.57	1.100	0.750
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000	0.370
ELECTRIC PWR LINEMAN		ALL		47.500	52.500	1.5	2.0	1.5	11.06	15.75	0.000	0.480
ELECTRICIAN		ALL		45.000	48.000	1.5	1.5	2.0	13.83	15.27	0.000	1.000
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR		ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
OPERATING ENGINEER		BLD	1	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	2	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	3	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	4	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	5	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	6	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT	1	53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	2	52.100	53.600	1.5	1.5	2.0	17.10	11.05	1.900	1.250
OPERATING ENGINEER		FLT	3	46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	4	38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	5	55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	6	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	4	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	5	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	6	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	7	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER		ALL		45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650
PAINTER		ALL		41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000



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FILEDRIVER	ALL	44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
PIPEFITTER	BLD	46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER	BLD	43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020
PLUMBER	BLD	46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER	BLD	41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER	BLD	42.230	45.610	1.5	1.5	2.0	10.53	20.68	0.000	0.720
SIGN HANGER	BLD	31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON	BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
<del>SURVEY WORKER</del> → NOT IN EFFECT	ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	E ALL 1	35.480	35.680	1.5	1.5	2.0	8.350	10.50	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	35.600	35.800	1.5	1.5	1.5	8.250	9.140	0.000	0.150
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCK POINTER	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## Explanations

### COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products,

tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork,

cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven;

Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane

markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing

classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act. 820 ILCS 130/01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. **All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping.**



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January 2009

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 November 30, 2016.

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

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

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

Signed

Director of Procurement and  
Materials Management

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

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METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

PROPOSAL FOR

MCCOOK RESERVOIR EXPANDED STAGE 2  
SLOPE STABILIZATION & RETAINING WALLS  
COOK COUNTY, ILLINOIS  
CONTRACT 16-125-4F

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 location, 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 has been advised as follows:

The Metropolitan Water Reclamation District of Greater Chicago (District, hereinafter) is exempt from the Illinois State, Municipal and/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 E9997-9578-07.

The prices quoted herein by the bidder conclusively include all other direct or indirect Federal, State, County and local taxes that 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 do all the work called for in said Contract Documents and to furnish all materials, tools, labor, appliances and appurtenances necessary for the full completion of the work, in place as specified, at the prices quoted to within:

**A. LUMP SUM ITEMS:**

**In the event there is a discrepancy between the “Written in Words” and the “Written in Figures” amounts, the “Written in Words” amount shall govern.**

**ITEM 01:** For all work except covered by Items Nos. 2 through 4.

\_\_\_\_\_ Dollars  
(Written in Words Amount)  
and \_\_\_\_\_ Cents (\$ \_\_\_\_\_ )  
(Written in Words Amount) (Written in Figures Amount)

**B. UNIT PRICE ITEMS:**

Unit Price work required under this contract shall be performed on a fixed unit price basis, under Items No. 2 through 4. These items may or may not be utilized during the course of the work. The Unit Price reflects the work in place, complete to the requirements of the work shown and specified. Actual payments to be made to the Contractor for unit price work shall be based solely on the product of the unit price and the actual quantity of work, as measured in the field. The extension, made for bid evaluation purposes only, is based on an estimate, and is not a guarantee of the actual amounts of this work that may be required. The extent of each item of unit price work shall be approved by the Engineer, and quantity of each item of unit price work given in the proposal shall not be exceeded without prior approval of the Engineer in writing.

**In the event there is a discrepancy between the “Written in Words” and the “Written in Figures” amounts, the “Written in Words” amount shall govern.**

**ITEM 02**

for ADDITIONAL SOIL NAILS, complete in place as specified, the sum of

\_\_\_\_\_ Dollars  
(Written in Words Amount)  
and \_\_\_\_\_ Cents (\$ \_\_\_\_\_ ) per linear foot.  
(Written in Words Amount) (Written in Figures Amount)

EXTENSION: “Written in Words” unit price multiplied  
by 4,235 linear feet (\$ \_\_\_\_\_ ).  
(Written in Figures Amount)

**ITEM 03**

for ADDITIONAL SHOTCRETE, complete in place as specified, the sum of

\_\_\_\_\_ Dollars  
(Written in Words Amount)

and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) per cubic yard.  
(Written in Words Amount) (Written in Figures Amount)

EXTENSION: "Written in Words" unit price multiplied by 30 cubic yards (\$ \_\_\_\_\_).  
(Written in Figures Amount)

**ITEM 04**

for SEEPAGE COLLECTION DETAIL, complete in place as specified, the sum of

\_\_\_\_\_ Dollars  
(Written in Words Amount)

and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) each.  
(Written in Words Amount) (Written in Figures Amount)

EXTENSION: "Written in Words" unit price multiplied by 2 each (\$ \_\_\_\_\_).  
(Written in Figures Amount)

**The Total Bid Price:**

For the lump sum price of Item No.1 and the extended prices for Items Nos. 2 through 4 as described above inclusive:

\_\_\_\_\_ Dollars  
(Written in Words)

and \_\_\_\_\_ Cents (\$ \_\_\_\_\_).  
(Written in Words Amount) (Written in Figures Amount)

**In the event that there is a discrepancy** in the above prices between "written in words" and "written in figures", the bid prices "written in words" shall govern.

**PROGRESS PAYMENT PRICE BREAKDOWN BY PERCENT**

For purposes of progress payments only, and irrespective of any estimate the Bidder may prepare, the Engineer has determined the percentage of Lump Sum Bid Item No. 1 as described in the Contract Documents to be divided as shown below:

ITEM	DESCRIPTION	PERCENT OF LUMP SUM PRICE
Division 1	General Requirements (Includes General Mobilization)	5.04%
Division 2	Site Construction	69.45%
Division 3	Concrete	25.51%
	PERCENT OF TOTAL LUMP SUM BID PRICE	100.00%

The Engineer has determined that, for the purpose of progress payment, general mobilization and demobilization as is included in Division 1 shall constitute a maximum of two (2.0) percent of the total amount for Lump Sum Bid Item No. 1. Demobilization shall constitute twenty (20.0) percent of total mobilization costs.

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

- a. Completion of installation of the Contractor’s field office.
- b. Submittal and approval of insurance.
- c. Submittal and approval of CPM/Work schedule as defined in the General Conditions, Article 23.
- d. Submittal and approval of resumes for the Project Manager, Technical Manager/Engineer, Health and Safety Manager, and Contractor QC Manager.
- e. Submittal and approval of a traffic control plan.
- f. Submittal and approval of an environmental protection plan.
- g. Submittal and approval of a submittal schedule.
- h. Obtaining all necessary permits to complete the Work.
- i. Completion of moving onto the site, including complete assembly, in working order, of all field testing facilities and all equipment necessary to perform the Work as defined by the Contract Documents.
- j. Submittal of an acceptable cost breakdown in accordance with Article 33 of the General Conditions.

The Contractor shall submit to the Engineer, searchable, electronic copies of the insurance certificates and policies as required in Article 17 of the General Conditions and Section 01325 - Project Management System.

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 condition as specified. In submitting this

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

***Each Bidder, in submitting this proposal, is directed to return only Volume 1, which is the Signature Book for Submission of Bid, for this contract, properly completed with the required signatures, in time for the public bid opening date. Failure to submit Volume 1, the Signature Book for Submission of Bid, for this contract, as specified, may render the bid non-responsive and the bid may be rejected.***

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

The Bidder has extended the lump sum and unit bid prices in the column provided therefore on the Form of Proposal for said approximate quantities, has computed the total amount of the bid, and has indicated the same in the appropriate place on the Form of Proposal. Said extensions and totals are subject to verification by the Director of Procurement and Materials Management of the District, and any corrected extensions and totals will be used in the comparison of bids. In the event that there is a discrepancy in any item between “written in words amount” and “written in figures amount”, the bid price “written in words amount” shall govern.

The undersigned represents that the Bidder has made borings or test pits or any other such methods as the Bidder may prefer as required by the provisions of Section (13) of the General Specifications and certifies that the Bidder has not relied upon the subsoil information provided by the District.

In accordance with the requirements set forth in the attached Bidding Requirements, there is deposited herewith the sum of Four Hundred and Forty Eight Thousand Dollars (\$448,000.00) that under the terms mentioned entitles the Bidder to submit a Proposal on said work, the said sum to be returned to the Bidder upon the faithful performance of all the conditions set forth in the Bidding Requirements.

It is understood that in the event the undersigned is awarded a contract for the work herein mentioned and shall fail or refuse to execute the same and furnish the specified bonds within thirteen (13) calendar days after receiving notice of the award of said contract, then the sum of Four Hundred and Forty Eight Thousand Dollars (\$448,000.00) deposited herewith shall be retained by the District as liquidated damages and not as a penalty, it being understood that said sum is a fair measure of the amount of damages the District will sustain in such event.

The Bidder will be required to comply with the President's Executive Order No. 11246 as amended. The requirements under this Order are explained in Appendix C and in 41 CFR 60-4 and shall be maintained throughout the life of the contract if the contract is in excess of Ten Thousand Dollars (\$10,000.00).

#### ARTICLE 20: NOTICE OF CONSENT DECREE

On January 6, 2014, the United States District Court for the Northern District of Illinois entered an Order approving a Consent Decree entered into between the DISTRICT, the United States Environmental Protection Agency and the Illinois Environmental Protection Agency. The Consent Decree provides an enforceable schedule for implementing DISTRICT'S Tunnel and



Reservoir Plan (TARP) which will result in a significant decrease in the volume of water discharged to the waterways from combined sewer overflows (CSOs) in Cook County, along with dramatically reducing the potential for flooding. There is also a section of the Consent Decree designed to foster the use of green infrastructure controls. The DISTRICT is committed to executing this work as quickly as possible.

Section II, Paragraph 5 of the Consent Decree requires the DISTRICT to provide a copy to any contractor retained to perform work required under this Consent Decree.

Please note that the work to be performed under this Contract may have the potential to affect the DISTRICT'S ability to comply with the terms and conditions of the Consent Decree. Therefore, in the execution of this Contract, the Contractor is directed to be cognizant of the importance of the work to be completed under the Contract, the dates by which all work shall be performed, as well as the importance of cooperation with the DISTRICT to maintain optimal functionality of the facility(ies) at which work is performed during the term of the Contract.

Therefore, you are advised that a copy of the Consent Decree can be obtained and downloaded by visiting the DISTRICT website, [www.mwrdd.org](http://www.mwrdd.org), clicking on the "Consent Decree" tab in the bottom right hand corner of the home page.

#### REVISED APPENDIX D – AFFIRMATIVE ACTION ORDINANCE

The bidder shall submit with the Proposal a signed and completed Utilization Plan (included in Affirmative Action Ordinance, Revised Appendix D), which lists the firms intended to be used as Socially and Economically Disadvantaged Individuals, the type of work or service each Socially and Economically Disadvantaged Individuals will perform, and the dollar amount to be allocated to each Socially and Economically Disadvantaged Individuals.

- 1) Each Bidder must submit with their proposals a signed and completed **MBE, WBE, SBE Utilization Plan** which lists each business intended to be used as a MBE, WBE, SBE on pages UP-2, UP-3 and UP-4 and supplemental pages as necessary. **The Bidder must sign the Signature Section page on UP-5.** Failure to submit a signed MBE, WBE, SBE 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-5 and UP-6, 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** an original or facsimile copy of **MBE, WBE, SBE Subcontractor's Letter of Intent, page UP-7** for each subcontractor listed on their MBE, WBE, SBE Utilization Plan. The submitted MBE, WBE, SBE 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, WBE or SBE within the meaning of the **Affirmative Action Ordinance, Revised Appendix D**. Failure to submit the MBE, WBE, SBE Utilization Plan signed by the Bidder at the time of bid opening and the MBE, WBE, SBE Subcontractor's Letter of Intent signed by each MBE, WBE, SBE will be viewed as non-responsive and the bid will be rejected.
- 3) If the Bidder exceeds the allowable **Supplier Utilization** amount which is stated in the bid documents, the bid will be viewed as non-responsive. Therefore, the Bidder may not exceed

the use of a signed MBE, WBE, SBE supplier for more than 25% of each respective MBE, WBE, SBE goal, unless the Director of Procurement and Materials Management has authorized a Supplier's Exception notated on page AU-I.

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

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

If a waiver from the Affirmative Action Ordinance, Revised Appendix D requirements is sought, the bidder should include with the bid package documentation of good-faith efforts to meet the Affirmative Action Ordinance, Revised Appendix D utilization goals. The documentation should be provided with the bid package on the Contractor's Information Form; the form is included in the package containing the contract documents. Subsequent to bid opening and if it is determined by the Affirmative Action Administrator that a Contractor's Information Form is required from the apparent low bidder, the bidder must complete and submit the form within three (3) days of receiving the written request.

The Bidder to whom the Contract is awarded must be prepared to comply with the requirements of the Affirmative Action Ordinance during the life of the Contract.

The work under this contract is classified "General and Heavy Construction" for the MBE, WBE, SBE utilization goals contained in the Revised Appendix D. The associated goals are 20% Minority-owned Business Enterprises, 10% Women-owned Business Enterprises, and 10% Small Business Enterprises.

The bidder to whom the contract is awarded must be prepared to comply with the requirements of the Affirmative Action Ordinance during the life of the contract.

The Bidder agrees to fulfill the Special Training Provisions for Apprentices as specified in Appendix K [attached] Affirmative Action Requirements and to provide training opportunities throughout the life of the contract. The requirements of the Special Training Provisions are 880 Minority Hours and 310 Female Hours for the purposes of this contract.

#### MULTI-PROJECT LABOR AGREEMENT

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

submitted with the proposal, the Certification of Compliance must be submitted prior to award of the contract.

### 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 contractor. The sole compensation for delay is additional contract time.

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

Bidders are advised to account for all of the above in their bid price.

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 not claims for delay or escalation costs for the time it takes to award the contract.

### SIGNATURE REQUIREMENTS

If the Bidder is a corporation, the president and secretary shall execute one (1) original signature set of the proposal. The corporate seal shall be affixed to the one original signature set. In the event the proposal is executed by someone other than the president, a certified copy of that section of the corporate by-laws or other authorization by the corporation which permits the person to execute the offer shall be attached to the proposal.

If the Bidder is a partnership, all partners shall execute one (1) original signature set of 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 execute one (1) original signature set of 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 one (1) original signature set of the proposal.

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

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 registered to do business in the State of Illinois. If the Bidder is a joint venture, each corporation that is party to the joint venture must individually be registered to do business in the State of Illinois. The registration of all corporations must be in good standing. The District will check the statutes of corporations on the Illinois Secretary of State's official website at [www.cyberdriveillinois.com](http://www.cyberdriveillinois.com).

#### ILLINOIS ENVIRONMENTAL PROTECTION AGENCY LOAN FUNDING

A State of Illinois Environmental Protection Agency loan agreement is anticipated for this project. This contract is subject to regulations contained in the procedures for issuing loans from the Water Pollution Control Loan Program (35 IAC Part 365), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570) and the Consolidated Appropriations Act, 2014, Sec. 436, Use of Iron and Steel. Federal regulations regarding labor standards, the Copeland Anti-Kickback Act, equal employment opportunity and access to work shall also be in effect. These regulations appear in Appendices B and I in the Contract Documents and form a part thereof. The undersigned must execute Grant Forms Nos. 1, 2, 3, 4 and 5 in the appropriate place in Appendix B as part of this proposal. **Any proposal submitted without being accompanied by the executed Grant Forms Nos. 1, 2, 3, 4 and 5 will be rejected as non-responsive.** The Bidder shall specifically take note of Section 7, "Certification," of Appendix I regarding non-collusion requirements, and shall comply with same.

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

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

The Contractor shall comply with Section 436. (a) – (f) of H. R. 3547, "The Consolidated Appropriation Act, 2014" which states that all iron and steel products used in the project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States.

The Bidder hereby accepts the invitation of the Metropolitan Water Reclamation District of Greater Chicago to submit this Proposal with the understanding that it will not be canceled or withdrawn.

**The Bidder is required to state the legal name of their firm below and fill out the remaining information. Do not use abbreviated versions to state your firm's name.** If your firm is a Corporation or LLC your firm must be in good standing and authorized to transact business in the State of Illinois through the Secretary of State Office. Failure to do so may be cause to declare your bid non-responsive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

LEGAL NAME OF FIRM \_\_\_\_\_

**SIGNATURE OF AUTHORIZED OFFICER** \_\_\_\_\_

PRINT NAME OF OFFICER \_\_\_\_\_

TITLE OF OFFICER \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

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

Bidders shall acknowledge receipt of any addenda to this Proposal

- (a) by signing and returning the addenda with their Proposal, or
- (b) by identifying the addenda number(s) in the space provided in the Contract Documents

NOTE: By identifying the addendum numbers, the Bidder acknowledges that they have taken into consideration all revisions of each addendum when preparing and submitting the Proposal. If bidding documents are available online, any addendum issued for this contract will be available online at the District's website, [www.mwrd.org](http://www.mwrd.org). Addenda will also be mailed, delivered, or faxed to each person receiving a set of the contract documents and to such other prospective Bidders as shall have requested that they be furnished with a copy of the addenda.

Addendum No.(s) \_\_\_\_\_

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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:

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 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 a violation of 720 ILCS 5/33E-3 or E-4, which pertains to bid rigging and bid rotating.

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

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

\_\_\_\_\_  
Signature of Bidder

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

\_\_\_\_\_  
Notary Public



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**AGREEMENT**

**WITH**

**METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO  
FOR  
MCCOOK RESERVOIR EXPANDED STAGE 2  
SLOPE STABILIZATION & RETAINING WALLS  
COOK COUNTY, ILLINOIS  
CONTRACT 16-125-4F**

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, party of the first part, hereinafter designated the District, and \_\_\_\_\_  
\_\_\_\_\_ party of the second part, hereinafter designated the Contractor.

WITNESSETH: That the said Contractor has covenanted, contracted and agreed and by these presents does covenant, contract and agree with the said District, for and in consideration of the payments made, as provided for herein, to the Contractor by the said District, and under the penalty expressed in the bond hereto attached, at the Contractor's proper cost and expense to do all the work and furnish all materials, tools, plant, equipment, labor, appliances and appurtenances 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 under the conditions hereinafter specified, that are necessary for the construction of the MCCOOK RESERVOIR EXPANDED STAGE 2, SLOPE STABILIZATION & RETAINING WALLS, STICKNEY SERVICE AREA (SSA): CONTRACT 16-125-4F.

**LOCATION**

The project to be constructed under Contract 16-125-4F is located within the Village of Bedford Park.

**DESCRIPTION OF WORK**

Tenders are invited for the work consisting of the construction of approximately 2,300 linear feet of soil nail retaining wall along the western and southern sides as well as slope stabilization work around the perimeter of Expanded Stage 2 of the McCook Reservoir, and performance of other work as specified in the Contract Documents and as shown on the Plans.

CONTRACT DOCUMENTS

The Contract Documents consist of the following:

<b>SPECIFICATIONS</b>	<b>PRINTED OR <u>DATED</u></b>	<b>CONSISTING <u>OF PAGES</u></b>
<b>VOLUME 1 OF 3</b>		
TABLE OF CONTENTS		TOC-1 THRU TOC-5
INVITATION TO BID	11/16	I-1 THRU I-6
MANDATORY TECHNICAL PRE-BID CONFERENCE CERTIFICATE		M-1
SITE VISIT RELEASE AND INDEMNITY AGREEMENT		SV-1
BIDDING REQUIREMENTS AND INSTRUCTIONS TO BIDDERS	10/14	R-1 THRU R-15
AUTHORITY FOR ATTACHED PROPOSAL	01/09	AU-1
PROPOSAL		P-1 THRU P-11
AFFIDAVIT	01/09	AF-1
AGREEMENT		A-1 THRU A-23
CONTRACTOR'S BOND	01/09	B-1 THRU B-2
MULTI-PROJECT LABOR AGREEMENT	07/98	1 THRU 6
MEMORANDUM OF UNDERSTANDING	07/02	1 THRU 2
CERTIFICATE OF COMPLIANCE	09/05	1 THRU 2
APPENDIX B – PROVISIONS FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS	06/15	B-1 THRU B-10
APPENDIX C – AFFIRMATIVE ACTION REQUIREMENTS	03/93	1 THRU 6
ASSIST AGENCIES LIST	06/15	AA-1 THRU AA-2
REVISED APPENDIX D – AFFIRMATIVE ACTION ORDINANCE AND MBE, WBE, SBE UTILIZATION PLAN	06/15	D-1 THRU D-23, UP-1 THRU UP-7

<b>SPECIFICATIONS</b>	<b>PRINTED OR DATED</b>	<b>CONSISTING OF PAGES</b>
APPENDIX I – ILLINOIS WATER POLLUTION CONTROL REVOLVING FUND REGULATIONS	06/15	I-1 THRU I-10
APPENDIX K – DECLARATION OF POLICY FOR SPECIAL PROVISIONS FOR APPRENTICESHIPS	01/09	K-1 THRU K-5
GENERAL CONDITIONS	09/15	GC-1 THRU GC-20

**VOLUME 2 OF 3**

**DIVISION 0 – GENERAL SPECIFICATIONS**

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GENERAL SPECIFICATIONS	01/09	GS-1 THRU GS-16
GENERAL SPECIFICATIONS (CONCRETE) – INDEX	11/02	1
GENERAL SPECIFICATIONS (CONCRETE)	11/02	C-1 THRU C-12
GENERAL SPECIFICATIONS (PROTECTIVE COATINGS)	11/02	GSPC-1 THRU GSPC-16

**DETAILED SPECIFICATIONS**

**DIVISION 1 – GENERAL REQUIREMENTS**

01010 SUMMARY OF WORK	11/16	1 THRU 4
01015 GEOTECHNICAL DATA	11/16	1 THRU 1
01018 WORK CONSTRAINTS	11/16	1 THRU 6
01020 INSURANCE REQUIREMENTS	11/16	1 THRU 2
01025 MEASUREMENT & PAYMENT	11/16	1 THRU 3
01039 COORDINATION AND MEETINGS	11/16	1 THRU 4
01110 HEALTH AND SAFETY REQUIREMENTS	11/16	1 THRU 4
01325 PROJECT MANAGEMENT SYSTEM	11/16	1 THRU 3
01326 CONSTRUCTION PROJECT SCHEDULE	11/16	1 THRU 25
01330 SUBMITTALS	11/16	1 THRU 12

<b>SPECIFICATIONS</b>	<b>PRINTED OR <u>DATED</u></b>	<b><u>CONSISTING OF PAGES</u></b>
01355 ENVIRONMENTAL PROTECTION	11/16	1 THRU 10
01401 MANUFACTURER'S FIELD SERVICES AND REPORTS	11/16	1 THRU 2
01429 REFERENCED STANDARDS	11/16	1 THRU 3
01450 QUALITY CONTROL	11/16	1 THRU 15
01500 TEMPORARY FACILITIES	11/16	1 THRU 3
01505 MOBILIZATION AND DEMOBILIZATION	11/16	1 THRU 1
01532 SITE CONDITION SURVEYS	11/16	1 THRU 4
01550 SITE ACCESS AND STORAGE	11/16	1 THRU 4
01570 TRAFFIC CONTROL	11/16	1 THRU 8
01600 PRODUCT REQUIREMENTS	11/16	1 THRU 6
01700 PROJECT CLOSEOUT	11/16	1 THRU 2
<b>DIVISION 2 – SITE CONSTRUCTION</b>		
02140 CONTROL OF WATER	11/16	1 THRU 3
02200 EARTHWORK	11/16	1 THRU 11
02210 GEOCOMPOSITE DRAIN TILES	11/16	1 THRU 4
02220 CELLULAR CONFINEMENT SYSTEM	11/16	1 THRU 8
02230 CLEARING AND GRUBBING	11/16	1 THRU 2
02250 SOIL NAIL WALL	11/16	1 THRU 21
<b>DIVISION 3 – CONCRETE</b>		
03200 CONCRETE REINFORCING	11/16	1 THRU 6
03250 CONCRETE ACCESSORIES	11/16	1 THRU 4
03370 SHOTCRETE	11/16	1 THRU 13

The above listed Contract Documents are attached hereto. If Contract Documents are downloaded from the District's website, or if Contract Documents are obtained directly from the Procurement and Materials Management Department, the Bidder is directed to return only Volume 1, which is the Signature Book for Submission of Bid, for this contract, properly completed with the required signatures, in time for the public bid opening date. All the covenants, terms and stipulations in these Contract Documents form the Contract and are hereby made a part thereof.

### **VOLUME 3 OF 3**

#### **PLANS**

The work done and materials furnished shall be strictly pursuant to and in conformity with the Specifications and the following Plans, which are signed, attached hereto and made a part of this Agreement, to wit:

#### **SHEET**

<b>NO.</b>	<b>TITLE OF SHEET</b>
------------	-----------------------

#### **GENERAL DRAWINGS**

N/A	COVER SHEET
N/A	LIST OF CONTRACT PLANS
G-001	LOCATION AND VICINITY PLANS
G-002	SITE ACCESS
G-003	CONTROL POINTS

#### **CIVIL DRAWINGS**

C-101	SITE LAYOUT AND WORK POINTS
C-102	SITE PLAN
C-103	TYPICAL CROSS SECTION RIVERSIDE
C-104	TYPICAL CROSS SECTION LAGOON SIDE
C-105	TYPICAL CROSS SECTION CANAL SIDE
C-106	CROSS SECTIONS FROM STA. 96+00 TO STA. 99+00
C-107	CROSS SECTIONS FROM STA. 99+50 TO STA. 103+00
C-108	CROSS SECTIONS FROM STA. 103+50 TO STA. 107+00
C-109	CROSS SECTIONS FROM STA. 107+50 TO STA. 111+00
C-110	CROSS SECTIONS FROM STA. 111+50 TO STA. 115+00
C-111	CROSS SECTIONS FROM STA. 115+50 TO STA. 119+00
C-112	CROSS SECTIONS FROM STA. 119+50 TO STA. 123+00
C-113	CROSS SECTIONS FROM STA. 123+50 TO STA. 127+50
C-114	SLOPE PROTECTION DETAILS 1/2
C-115	SLOPE PROTECTION DETAILS 2/2
C-116	TYPICAL SOIL NAIL DETAILS
C-117	WALL DETAILS
C-118	WALL DETAILS 2
C-119	TYPICAL SEEPAGE COLLECTION DETAIL

#### **REFERENCE DRAWINGS**

R-1	SLURRY WALL LOCATION MAP
R-2	SLURRY WALL AS-BUILT DATA
R-3	STAGE 2 SLOPE STABILIZATION 1 OF 23
R-4	STAGE 2 SLOPE STABILIZATION 2 OF 23
R-5	STAGE 2 SLOPE STABILIZATION 3 OF 23
R-6	STAGE 2 SLOPE STABILIZATION 4 OF 23

## **SHEET**

<b>NO.</b>	<b>TITLE OF SHEET</b>
R-7	STAGE 2 SLOPE STABILIZATION 5 OF 23
R-8	STAGE 2 SLOPE STABILIZATION 6 OF 23
R-9	STAGE 2 SLOPE STABILIZATION 7 OF 23
R-10	STAGE 2 SLOPE STABILIZATION 8 OF 23
R-12	STAGE 2 SLOPE STABILIZATION 10 OF 23
R-13	STAGE 2 SLOPE STABILIZATION 11 OF 23
R-14	STAGE 2 SLOPE STABILIZATION 12 OF 23
R-15	STAGE 2 SLOPE STABILIZATION 13 OF 23
R-16	STAGE 2 SLOPE STABILIZATION 14 OF 23
R-17	STAGE 2 SLOPE STABILIZATION 15 OF 23
R-18	STAGE 2 SLOPE STABILIZATION 16 OF 23
R-19	STAGE 2 SLOPE STABILIZATION 17 OF 23
R-20	STAGE 2 SLOPE STABILIZATION 18 OF 23
R-21	STAGE 2 SLOPE STABILIZATION 19 OF 23
R-22	STAGE 2 SLOPE STABILIZATION 20 OF 23
R-23	STAGE 2 SLOPE STABILIZATION 21 OF 23
R-24	STAGE 2 SLOPE STABILIZATION 22 OF 23
R-25	STAGE 2 SLOPE STABILIZATION 23 OF 23

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

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

## **CONTRACT DOCUMENTS FURNISHED**

Upon execution of the Contract Documents and approval of the Contractor's Bonds, the District will furnish to the Contractor, free of charge, five (5) complete sets of Specifications and full size prints and planograph reproductions of the Plans. The Contractor may request, free of charge, up to ten (10) additional sets of the Specifications and planograph reproductions of the Plans.

The Contractor may obtain, at his own cost, additional full-size prints of the Contract Plans by having an approved blue print supplier pick up a CD of the original drawings at the District's Engineering Department Vault, make the prints, and immediately return the CD to the Engineering Department Vault. The CD will only be made available for pick-up Monday - Friday between 8:45 a.m. and 4:15 p.m. Arrangements for this service shall be made by contacting the vault personnel, phone (312) 751-3156, at least twenty-four (24) hours prior to the pick-up time of the CD.

## **AS-BUILT DRAWINGS**

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

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

A copy of the Contract CAD files will be made available to the Contractor by the District Engineer. The Contractor shall make necessary additions and corrections to the CAD files to show the As-Built conditions.

The District will furnish upon request a CD-ROM containing blocks, font libraries and the standard border and title block.

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

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

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

All drawing files changed by the Contractor to reflect As-Built conditions, shall be printed on paper and reviewed for accuracy by the Contractor and District's Resident Engineer. Once these drawings are approved by the District's Resident Engineer, the Contractor shall furnish to the District, a CD with one set of electronically stored As-Built drawings. The District will use the CD to plot/print full size reproducible vellums with opaque black ink.

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

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

#### Section 23 of the General Specifications

Modify as follows:

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

An electronic set of the Contract drawings will be made available to the Contractor by the Engineer on a CD, prepared in the current release of AutoCAD used by the District."



## ACCESS TO JOB SITE AND SECURITY

There shall be one staging or working area for the Site. The Contractor shall establish and maintain temporary access roads to various parts of the Site, as required, to complete the Work. Such roads shall be available for use by others performing work or furnishing services in connection with the McCook Reservoir. The Contractor shall be responsible for coordinating access to the reservoir with Vulcan Materials Company (Vulcan). Entrances to the Site areas are shown on the Plans.

The Contractor agrees to use the main entrance to the Lawndale Avenue Solids Management Area (LASMA) accessible from LaGrange Road for transportation of any personnel, equipment and materials to and from the job site within the LASMA property. The Contractor shall be responsible for all other access, the protection of the Site, and all Work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons.

No Claim shall be made against the District or other property Owners by reason of any act of an employee or trespasser, and Contractor shall make good all damage to property resulting from Contractor's failure to provide security measures as specified.

Contractor shall have security measures that are at least equal to those usually provided by the District to protect existing facilities during normal operation, but shall also include such additional security fencing, barricades, lighting, watchman services, and other measures as required to protect the Site.

## PERMITS

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

The Contractor hereby agrees to assume, carry out and perform, at Contractor's expense, all of the obligations, covenants and conditions in said right-of-way documents undertaken to be done by the District.

The Contractor also agrees to carry out all requirements relative to laws, ordinances and permits specified in Article 2 of the General Conditions.

## SUBLETTING WORK

The bid money value of all materials purchased directly by the Contractor, together with the bid money value of all work performed by personnel and facilities provided directly by the Contractor, shall be not less than 40% of the money value of all work performed under this Contract. Any bid money value of work performed by the Sub-contractors, for work on the job site utilizing Sub-contractors' materials, labor and facilities, cannot be included in the percent of work to be completed by the Contractor. The Contractor shall comply with all requirements of Articles 18 and 19 of the General Conditions.

## BONDS

The Contractor agrees to furnish a Contractor's Bond in the sum of one hundred percent (100%) of the amount of this Contract as security for the performance of the work under this Contract as required under Article 29 of the General Conditions. A maintenance bond shall be furnished in accordance with Section 01700 of the Detailed Specifications.

## RESTORATION WORK

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

## ACCIDENT AND SAFETY REPORTS

The Contractor shall immediately report to the Engineer all accidents involving injury to personnel or damage to equipment and structures. A written report shall be submitted within 24 hours of the incident. In addition, the Contractor shall furnish to the Engineer a copy of all accident or health hazard reports prepared for the Occupational Safety and Health Administration (OSHA) or any other governmental agency.

## SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS (MINORITY, WOMEN'S AND SMALL) PARTICIPATION

The Contractor agrees to comply with the requirements, goals, terms and conditions of the Revised Appendix D throughout the life of the Contract. The work under this Contract is classified as "General and Heavy Construction" for the MBE, WBE, SBE Utilization Goals contained in the Revised Appendix D. The associated goals are 20% Minority-owned Business Enterprises, 10% Women-owned Business Enterprises, and 10% Small Business Enterprises.

- 1) Each Bidder must submit with their proposals a signed and completed **MBE, WBE, SBE Utilization Plan** which lists each business intended to be used as a MBE, WBE, SBE on pages UP-2, UP-3 and UP-4 and supplemental pages as necessary. **The Bidder must sign the Signature Section page on UP-5.** Failure to submit a signed MBE, WBE, SBE 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-5 and UP-6, 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** an original or facsimile copy of **MBE, WBE, SBE Subcontractor's Letter of Intent, page UP-7** for each subcontractor listed on their MBE, WBE, SBE Utilization Plan. The submitted MBE, WBE, SBE 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, WBE or SBE within the meaning of the **Affirmative Action Ordinance, Revised Appendix D**. Failure to submit the MBE, WBE, SBE Utilization Plan signed by the Bidder at the time of bid opening and the MBE, WBE, SBE Subcontractor's Letter of Intent signed by each MBE, WBE, SBE will be viewed as non-responsive and the bid will be rejected.
- 3) If the Bidder exceeds the allowable **Supplier Utilization** amount which is stated in the bid documents, the bid will be viewed as non-responsive. Therefore, the Bidder may not exceed the use of a signed MBE, WBE, SBE supplier for more than 25% of each respective signed MBE, WBE, SBE goal, unless the Director of Procurement and Materials Management has authorized a Supplier's Exception notated on page AU-I.

## AFFIRMATIVE ACTION PROGRAM

The Contractor agrees that if this Proposal exceeds Ten Thousand Dollars (\$10,000.00), he shall comply with the requirements, terms and conditions of Appendix C of the Contract Documents in reference to an Affirmative Action Program and shall satisfactorily maintain this program throughout the life of the Contract.

The Bidder agrees to fulfill the Special Training Provisions for Apprentices as specified in Appendix K [attached] Affirmative Action Requirements and to provide training opportunities throughout the life of the contract. The requirements of the Special Training Provisions are 880 Minority Hours and 310 Female Hours for the purposes of this contract.

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

## TIME

It is understood and agreed that the Contractor shall complete all of the work required under this Contract, including all punch list items, and final clean-up within **370** calendar days after approval of the Contractor's Bond.

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

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

To prevent all disputes and litigations concerning the actual date of completion, it is further agreed by and between the District and the Contractor that the Engineer shall in all cases decide every question which may arise relative to the completion of the work under this Contract and his decision shall be final and conclusive on both parties hereto and such decisions, in case any question may arise, shall be a condition precedent to the right of the Contractor to receive any money or compensation.

## ARTICLE 20: NOTICE OF CONSENT DECREE

On January 6, 2014, the United States District Court for the Northern District of Illinois entered an Order approving a Consent Decree entered into between the DISTRICT, the United States Environmental Protection Agency and the Illinois Environmental Protection Agency. The Consent Decree provides an enforceable schedule for implementing DISTRICT'S Tunnel and Reservoir Plan (TARP) which will result in a significant decrease in the volume of water discharged to the waterways from combined sewer overflows (CSOs) in Cook County, along with dramatically reducing the potential for flooding. There is also a section of the Consent Decree designed to foster the use of green infrastructure controls. The DISTRICT is committed to executing this work as quickly as possible.

Section II, Paragraph 5 of the Consent Decree requires the DISTRICT to provide a copy to any contractor retained to perform work required under this Consent Decree.

Please note that the work to be performed under this Contract may have the potential to affect the DISTRICT'S ability to comply with the terms and conditions of the Consent Decree. Therefore, in the execution of this Contract, the Contractor is directed to be cognizant of the importance of the work to be completed under the Contract, the dates by which all work shall be performed, as well as the importance of cooperation with the DISTRICT to maintain optimal functionality of the facility(ies) at which work is performed during the term of the Contract.

Therefore, you are advised that a copy of the Consent Decree can be obtained and downloaded by visiting the DISTRICT website, [www.mwrd.org](http://www.mwrd.org), clicking on the "Consent Decree" tab in the bottom right hand corner of the home page.

## LIQUIDATED DAMAGES

The Contractor agrees to pay to the District as liquidated damages, in accordance with Article 24 of the General Conditions, the sum of Four Thousand Dollars (\$4,000.00) for each calendar day that he is in default of the time specified above by failing to achieve substantial completion as defined in Section 1 of the General Specifications.

Further, upon achieving substantial completion, the Contractor agrees to pay to the District as liquidated damages, in accordance with Article 24 of the General Conditions, the sum of One Thousand Three Hundred Fifty Dollars (\$1,350.00) for each calendar day that he is in default of the time specified above by failing to complete the entire work including all punch list items and final clean-up.

The Contractor agrees to pay to the District as liquidated damages, in accordance with Article 24 of the General Conditions, the sum of One Hundred Dollars (\$100.00) for each calendar day that he is in default of the time indicated in Article 23 of the General Conditions for submission of a responsive Monthly Work Plan, not to exceed One Thousand Dollars (\$1,000.00) per occurrence.

The Contractor agrees to pay to the District as liquidated damages, in accordance with Article 24 of the General Conditions, the sum of Three Hundred Dollars (\$300.00) for each calendar day that he is in default of the time indicated in Article 23 of the General Conditions for submission of a responsive bi-monthly revision to the Work Schedule, including As-Planned Work Schedule, not to exceed Three Thousand Dollars (\$3,000.00) per occurrence.

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

All dirt and rock excavated under this Contract must be removed from the construction site in order for the work to be considered substantially complete.

Also, the work shall not be considered substantially complete until such time as the instrumentation and control systems are completely installed and functioning to the satisfaction of the Engineer, in addition to the completion and satisfactory operation of the other portions of the Contract.

Equipment must be installed and be operable in accordance with the Contract Documents in order for the work to be considered substantially complete.

The work done under Section (32) of the General Specifications need not be completed prior to substantial completion.

The work done under Sections (5) and (6) of the General Specifications (Sewers) need not be completed prior to substantial completion.

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

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

#### ADDITIVITY OF LIQUIDATED DAMAGES

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

#### MULTI-PROJECT LABOR AGREEMENT

The Contractor agrees to comply with the terms and conditions of the District's Multi-project Labor Agreement, which is part of the contract.

#### CERTIFICATION OF PAYMENT OF PREVAILING WAGES & CERTIFICATION FORM

All Contractors/Subcontractors must comply with the Illinois Prevailing Wage Act (the Act), 820 ILCS 130. A list of prevailing wage rates for Cook County and/or Fulton County, as determined by the Illinois Department of Labor, is included in the Bidding Requirements. It is the responsibility of the Contractor to obtain and comply with any revisions to the rates should they change during the duration of the Contract.

All laborers, mechanics and other workers employed or working under the Contract must be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed. The District requires that any class of laborer, mechanic or other worker not listed in the wage determination and which is employed under the Contract, must be classified in conformance with the wage determination.

Additionally, all Contractors/Subcontractors must comply with Section 5 of the Act, as revised January 1, 2014, which requires that all Contractors/Subcontractors participating in public works for a public body keep certified payrolls. The Act requires that the Contractor/Subcontractor maintain these certified payrolls as a business record for a minimum of five (5) years from the date of last payment on the Contract.

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

## ILLINOIS ENVIRONMENTAL PROTECTION AGENCY LOAN FUNDING

A State of Illinois Environmental Protection Agency loan agreement is anticipated for this project. This contract is subject to regulations contained in the procedures for issuing loans from the Water Pollution Control Loan Program (35 IAC Part 365), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570) and the Consolidated Appropriations Act, 2014, Sec. 436, Use of Iron and Steel. Federal regulations regarding labor standards, the Copeland Anti-Kickback Act, equal employment opportunity and access to work shall also be in effect. These regulations appear in Appendices B and I in the Contract Documents and form a part thereof.

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

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

## CASH FLOW ESTIMATE SCHEDULE

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

## INSURANCE

The Contractor shall maintain and keep in force the insurance specified in Detailed Specification Section 01020 - Insurance Requirements and in accordance with Article 17 of the General Conditions.

## PROGRESS ESTIMATES AND PAYMENT

Payment for the work to be performed under this Contract is to be made from the proceeds from the capital improvement bonds or bond anticipation notes issued or to be issued by the District.

The District agrees to make progress payments to the contractor in accordance with Articles 32 and 33 of the General Conditions.

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

#### INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold harmless the Water Reclamation District, its Commissioners, officers, agents and employees from and against any and all action, suit, claims, costs, settlements, debts, damages, liabilities, obligations, losses, judgments, 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.

#### CHOICE OF LAWS

The parties agree that this Agreement (Contract), and any subsequent extensions, addenda or modifications that are awarded pursuant thereto, 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 (Contract) is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

#### COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS - PERMITS

All work to be performed by the Contractor's employees in fulfillment of this Contract 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 regulation by the Contractor may be deemed a material breach of the contract at the sole discretion of the District.

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

#### SEVERABILITY

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

#### ENTIRE AGREEMENT

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

PRICES

The Contractor agrees to accept, and the District agrees to pay, in accordance with Article 31 of the General Conditions, the following prices as full compensation for furnishing all the materials, tools, plant, equipment, labor, appliances 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, Plans and the requirements of the Engineer, complete under them, to wit:

**A. LUMP SUM ITEMS:**

**In the event there is a discrepancy between the “Written in Words” and the “Written in Figures” amounts, the “Written in Words” amount shall govern.**

**ITEM 01:** For all work except covered by Items Nos. 2 through 4.

\_\_\_\_\_ Dollars  
(Written in Words Amount)  
and \_\_\_\_\_ Cents (\$ \_\_\_\_\_ ).  
(Written in Words Amount) (Written in Figures Amount)

**B. UNIT PRICE ITEMS:**

Unit Price work required under this contract shall be performed on a fixed unit price basis, under Items No. 2 through 4. These items may or may not be utilized during the course of the work. The Unit Price reflects the work in place, complete to the requirements of the work shown and specified. Actual payments to be made to the Contractor for unit price work shall be based solely on the product of the unit price and the actual quantity of work, as measured in the field. The extension, made for bid evaluation purposes only, is based on an estimate, and is not a guarantee of the actual amounts of this work that may be required. The extent of each item of unit price work shall be approved by the Engineer, and quantity of each item of unit price work given in the proposal shall not be exceeded without prior approval of the Engineer in writing.

**In the event there is a discrepancy between the “Written in Words” and the “Written in Figures” amounts, the “Written in Words” amount shall govern.**

**ITEM 02**

for ADDITIONAL SOIL NAILS, complete in place as specified, the sum of

\_\_\_\_\_ Dollars  
(Written in Words Amount)  
and \_\_\_\_\_ Cents (\$ \_\_\_\_\_ ) per linear foot.  
(Written in Words Amount) (Written in Figures Amount)



**ITEM 03**

for ADDITIONAL SHOTCRETE, complete in place as specified, the sum of

\_\_\_\_\_ Dollars  
(Written in Words Amount)  
and \_\_\_\_\_ Cents (\$ \_\_\_\_\_ ) per cubic yard.  
(Written in Words Amount) (Written in Figures Amount)

**ITEM 04**

for SEEPAGE COLLECTION DETAIL, complete in place as specified, the sum of

\_\_\_\_\_ Dollars  
(Written in Words Amount)  
and \_\_\_\_\_ Cents (\$ \_\_\_\_\_ ) each.  
(Written in Words Amount) (Written in Figures Amount)

## TAXES

No Charge will be allowed for taxes from which the Metropolitan Water Reclamation District is exempt, as indicated in the Proposal and the General Conditions. The Illinois Exemption Identification Number is E9997-9578-07.

## TIME IS OF THE ESSENCE

It is understood and agreed that TIME IS OF THE ESSENCE of this Contract, and the CONTRACTOR agrees to make reasonable efforts to prosecute and complete the work within the time limits specified, and in compliance with other requests that the District may reasonably make excepting when occurrences of acts of God, strikes, insurrection and delays caused by others extend those limits. The Contractor agrees that no changes or claims for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services herein specified.

## INTENT OF THE SPECIFICATIONS AND CONDITIONS

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

## AGREEMENT BINDING

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

The undersigned agrees that this Agreement shall not be construed as, nor is it the intent of any of the parties hereto, to give any benefits, rights, privileges, action or remedies to any person, partnership or corporation other than the Contractor and the District, under a third party beneficiary theory or otherwise.

## 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, an alien lawfully admitted for permanent residence under Section 1101 or 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.

IN WITNESS WHEREOF, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Metropolitan Water Reclamation District of Greater Chicago, and the Contractor, have executed this Agreement, Contract No. 16-125-4F, in triplicate, each by their duly authorized officers or representatives.

Metropolitan Water Reclamation District of Greater Chicago

By \_\_\_\_\_

Chairman of the Committee on Finance

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Director of Procurement and Materials Management

Attest:

\_\_\_\_\_(Seal)  
Clerk of the District

\_\_\_\_\_  
**Name of Company**

By \_\_\_\_\_

President \*

\_\_\_\_\_  
(Print Name and Title)

Attest:

\_\_\_\_\_(Seal)  
Secretary \*

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

**APPROVED AS TO ENGINEERING:**

\_\_\_\_\_  
Assistant Director of Engineering

\_\_\_\_\_  
Director of Engineering

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Head Assistant Attorney

\_\_\_\_\_  
General Counsel

**INSTRUCTIONS FOR COMPLETING IDOL'S CERTIFIED TRANSCRIPT OF PAYROLL FORM.  
THIS FORM MUST BE COMPLETED AND SUBMITTED FOR ALL WORK ON PROJECTS  
COVERED BY THE PREVAILING WAGE ACT.**

1. Complete all items contained on the form pertaining to the project.
2. Please note that pertinent information is required on the second sheet including the full legal and correct name of the contractor/subcontractor as well as fringe benefit information where contributions are not made to a fringe benefit fund that is jointly administered by one or more employers or one or more labor organizations in accordance with the federal Labor Management Relations Act. It is **IMPERATIVE** that the **AFFIDAVIT** information on page 2 be completed in its **ENTIRETY** including **SIGNATURE**. The second sheet including affidavit must accompany every certified transcript of payroll.
3. Please note that **ALL** hours worked during the week (**Prevailing Wage "PW"** and **Non Prevailing Wage "N"**) have to be recorded.
4. If a contractor pays into a fringe benefit fund for such fringe benefits as health insurance, pension, 401(k), and/or vacation fund, for which the contractor/subcontractor wants to take credit and the fund is jointly administered by one or more employers or one or more labor organizations in accordance with the federal Labor Management Relations Act, place the letter **"F"** behind the hourly rate. If contributions for fringe benefits for which you seek credit are not paid to a fringe benefit fund that is jointly administered by one or more employers or one or more labor organizations in accordance with the federal Labor Management Relations Act, then 1) the name and address of the benefit fund, 2) the plan sponsor of each benefit if applicable, and 3) the plan administrator of each benefit must be included on the certified transcript of payroll in the place indicated on page 2.
5. If a contractor/subcontractor wants to take credit for contributions for fringe benefits and contributions are not made on a per hour worked basis for all hours worked, then the contractor must convert the rate of contribution to an annualized per hour rate for purpose of reporting. The annualized rate is calculated by dividing the total amount of contributions by the total hours worked (including all hours worked both prevailing and non prevailing wage work) during the twelve month period ending with the month preceding the month in which the work was performed for which the certified transcript of payroll is being completed. If employees make co-payments for benefits, the contractor/subcontractor's contributions cannot include the employee co-pays in the calculation. The only amount that may be included in the calculation of the contractor's contributions is the net amount (amount of contractor contribution not including employee co-pays).
6. Credit for fringe benefits cannot exceed the sum of the hourly rate of all the fringe benefits set forth in the schedule for the appropriate classification and amounts in excess of the total cannot be used as an off-set to the required amount to be paid in wages.
7. Contributions for training may only be credited where the contributions are made to apprenticeship and training programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training. An apprentice rate where applicable may only be paid for those persons in programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training.
8. The items requested under the heading, "Contract Information", help to correctly identify the project. If a Contract or Project Number is not known please do your best to secure the information. The information requested for "Project" and "Project Location" should always be completed.
9. No later than the 15<sup>th</sup> of each calendar month following a month in which construction on the project has occurred, a contractor/subcontractor must file a certified payroll with the public body in charge of the project.
10. The contractor/subcontractor must maintain the original copies of all Prevailing Wage and Non-Prevailing Wage time and payroll records required under the Prevailing Wage Act and which will verify the information contained in this form for a period of five years.

You are invited to visit IDOL'S web site at <http://labor.illinois.gov> for more detailed information regarding application of the Prevailing Wage Act.

**PLEASE NOTE: THE SUBMISSION OF FALSIFIED CERTIFIED TRANSCRIPT OF PAYROLL IS A CRIMINAL OFFENSE. IN ADDITION FILING A FALSIFIED CERTIFIED PAYROLL CONSTITUTES A VIOLATION OF THE PREVAILING WAGE ACT AND THE SUBMISSION OF FALSE RECORDS AND/OR THE FAILURE TO MAINTAIN THE RECORDS REQUIRED UNDER THE ACT CAN RESULT IN A NOTICE OF VIOLATION AND SUBSEQUENT DEBARMENT ON ALL PUBLIC WORKS FOR A PERIOD OF UP TO FOUR YEARS.**



# Certified Transcript of Payroll

IDOL Case File Number: \_\_\_\_\_

Payroll Start: \_\_\_\_\_

Payroll End: \_\_\_\_\_

## Contractor and/or Subcontractor

## Public Body Information

(Company Name) _____ (Contact Name) _____ (Street Address) _____ (City) _____ (State) _____ (Zipcode) _____ (Telephone Number) _____	(Public Body Name) _____ (Contact Name) _____ (Street Address) _____ (City) _____ (State) _____ (Zipcode) _____ (Telephone Number) _____
--	--

### Report Hours for Each Day, Including Overtime Hours, List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Worker Name, Address Last Four of SSN & Telephone Number	* Hours worked each day							Total OT Hours	Total Straight Time Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period Gross Net
	SUN	MON	TUE	WED	THR	FRI	SAT					
Labor Classification _____ _____	PW											
	N											
Hourly Fringe Benefit: Pension: _____ Health/Welfare: _____ Vacation: _____ Training: _____												
Labor Classification _____ _____	PW											
	N											
Hourly Fringe Benefit: Pension: _____ Health/Welfare: _____ Vacation: _____ Training: _____												
Labor Classification _____ _____	PW											
	N											
Hourly Fringe Benefit: Pension: _____ Health/Welfare: _____ Vacation: _____ Training: _____												

Please place an "F" by the hourly rate for fringe benefits paid to a Fund jointly managed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act (See instruction 4 for completing this form). In addition contractors/subcontractors who do not make contributions for covered fringe benefits to a fringe benefit fund that is jointly managed and jointly governed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act must provide the additional information set forth on the form on page 2 (see instruction 5). Contractors/subcontractors who do not make contributions for fringe benefits on a per hour basis for each hour worked must convert such contributions to an annualized per hour basis for purpose of reporting on this form in accordance with instruction 5. You must keep original records showing start and end time each day.

**\*PW - Prevailing Hours Worked \*N - Non Prevailing Hours Worked**

# Certified Transcript of Payroll



## AFFIDAVIT

Weekly Statement of Compliance

Date: \_\_\_\_\_

I, \_\_\_\_\_,  
(name signatory party)

\_\_\_\_\_, do  
(Title)

hereby state: that I pay or supervise the payment  
of the persons employed on the public works  
project \_\_\_\_\_;  
(name of project)

that during the payroll period commencing on the

day of \_\_\_\_\_, \_\_\_\_\_,  
(day) (month) (year)

all persons employed on said project have been  
paid the full weekly wages earned, that no rebates  
have been or will be made either directly or  
indirectly to or on behalf of said

\_\_\_\_\_  
(name of contractor or subcontractor)

from the full weekly wages earned by any person,  
and that no deductions have been made either  
directly or indirectly from the full weekly wages  
earned by any persons, other than permissible  
deductions as defined by Federal and/or State  
Law. I further certify that this payroll is correct and  
complete; that the wage rates contained therein  
are not less than the actual rates herein stated and  
that the classification set forth for each laborers or  
mechanic conform to the work he/she performed.

Signature \_\_\_\_\_

Digital Signature \_\_\_\_\_

## FRINGES

Health Fund \_\_\_\_\_

Health Address \_\_\_\_\_

Health Sponsor \_\_\_\_\_

Health Admin \_\_\_\_\_

Pension Fund \_\_\_\_\_

Pension Address \_\_\_\_\_

Pension Sponsor \_\_\_\_\_

Pension Admin \_\_\_\_\_

401(k) Fund \_\_\_\_\_

401(k) Address \_\_\_\_\_

401(k) Sponsor \_\_\_\_\_

401(k) Admin \_\_\_\_\_

Vacation Fund \_\_\_\_\_

Vacation Address \_\_\_\_\_

Vacation Sponsor \_\_\_\_\_

Vacation Admin \_\_\_\_\_

## SUBCONTRACTORS

Attach explanation of Monies paid, copy of contract of  
billing, or other pertinent information.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (State) (zipcode)

Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (State) (zipcode)

Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (State) (zipcode)

Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (State) (zipcode)

Telephone Number: \_\_\_\_\_

# Certified Transcript of Payroll - Freedom of Information Act

IDOL Case File Number: \_\_\_\_\_

Payroll Start: \_\_\_\_\_

Payroll End: \_\_\_\_\_

## Contractor and/or Subcontractor

## Public Body Information

(Company Name) _____ (Contact Name) _____ (Street Address) _____ (City) _____ (State) _____ (Zipcode) _____ (Telephone Number) _____	(Public Body Name) _____ (Contact Name) _____ (Street Address) _____ (City) _____ (State) _____ (Zipcode) _____ (Telephone Number) _____
--	--

### Report Hours for Each Day, Including Overtime Hours, List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Worker Name	* Hours worked each day							Total Straight Time Hours	Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period Gross	Per Pay Period Net
	SUN	MON	TUE	WED	THR	FRI	SAT						
_____	PW												
	N												
Labor Classification _____	Hourly Fringe Benefit: Pension: _____ Health/Welfare: _____ _____							Vacation: _____	Training: _____				
_____	PW												
	N												
Labor Classification _____	Hourly Fringe Benefit: Pension: _____ Health/Welfare: _____ _____							Vacation: _____	Training: _____				
_____	PW												
	N												
Labor Classification _____	Hourly Fringe Benefit: Pension: _____ Health/Welfare: _____ _____							Vacation: _____	Training: _____				

Please place an "F" by the hourly rate for fringe benefits paid to a Fund jointly managed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act (See instruction 4 for completing this form). In addition contractors/subcontractors who do not make contributions for covered fringe benefits to a fringe benefit fund that is jointly managed and jointly governed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act must provide the additional information set forth on the form on page 2 (see instruction 5). Contractors/subcontractors who do not make contributions for fringe benefits on a per hour basis for each hour worked must convert such contributions to an annualized per hour basis for purpose of reporting on this form in accordance with instruction 5. You must keep original records showing start and end time each day.

\*PW - Prevailing Hours Worked \*N - Non Prevailing Hours Worked

## CERTIFICATION FORM

The undersigned as the duly authorized representative of \_\_\_\_\_

\_\_\_\_\_ )  
the (contractor/sub-contractor) under MWRD Contract No. \_\_\_\_\_, and pursuant to the Illinois Prevailing Wage Act, hereby submits the attached monthly certified payroll and certifies that:

1. Such records are true and accurate:
2. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and
3. The contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

Company

Name \_\_\_\_\_

By: \_\_\_\_\_

(Signature of Authorized Officer)

\_\_\_\_\_  
(Print Name of Officer)

\_\_\_\_\_  
(Title of Officer)

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_



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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 penal sum of..... Dollars (\$.....) 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. 2.....

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. 2..... for doing all the work and furnishing all the materials, 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 there from, 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 there under 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 there from, 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 there from, 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 any one 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

.....(Seal)  
Signature

.....  
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 the Form and Legality:  
....., A.D. 2.....

.....  
Assistant Attorney

.....  
General Counsel

Approved ..... , A.D. 2.....

.....  
Director of Procurement and Materials Management

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

**SEPT 2005**

**MULTI-PROJECT LABOR AGREEMENT**

**with**

**CERTIFICATE OF COMPLIANCE**

**and**

**MEMORANDUM OF UNDERSTANDING**

**CONTAINS:**

- 1) MPLA - JULY 1998**
- 2) MEMORANDUM OF UNDERSTANDING - JULY 2002**
- 3) CERTIFICATE OF COMPLIANCE - SEPT 2005**

***METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO  
MULTI-PROJECT LABOR AGREEMENT***

This Agreement is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago (“the District”), as owner, and each of the undersigned labor organizations signatory hereto on July 9, 1998 in Chicago, Illinois.

Due to the size, duration, cost and important public purpose to be served by the construction of District facilities, the District has determined that it is in its best interests to have construction projects covered by this Agreement as defined below (“covered projects”) completed in the most timely, productive, efficient, economical and orderly manner possible, without labor disputes resulting in lost time or disruptions of any kind, including economic or area standards disputes or jurisdictional disputes which might interfere with or delay the projects.

The parties have further determined the desirability of eliminating the potential for friction and disruption of any construction site by ensuring that all work performed on covered projects, and at any location of any covered project, is performed by the trade union(s) which have traditionally performed and have trade and geographic jurisdiction over such work in the geographic jurisdiction of the District.

The parties acknowledge and agree that the District shall not be considered an employer of any employee of any contractor or subcontractor on any covered project.

To further these goals and to maintain a spirit of harmony, labor-management cooperation and stability, the parties hereto agree as follows:

1. Construction projects performed pursuant to contracts advertised and awarded by the District’s Board of Commissioners after the date of execution of this Agreement shall be “covered projects” under this Agreement. Construction projects means all fixed works constructed for public use, and specifically excluding such matters as janitorial service, cafeteria service, truck hauling, landscaping, security service, window cleaning, clerical, thermographic inspection services, repair of heavy equipment, contracts for work to be performed in Fulton County and similar matters. The District shall be solely responsible for determining which projects are covered projects under this Agreement. Within a reasonable time after the District has determined in its sole discretion that a project is not covered by this Agreement it shall notify the Chicago & Cook County Building & Construction Trades Council (“the Council”). In the event of a disagreement as to coverage, the Council shall have fifteen (15) days from the time it is notified of coverage to file a protest with the District’s Purchasing Agent. The parties shall thereafter endeavor to resolve the matter to their mutual satisfaction, but in any event, the District shall be solely responsible for determining coverage. Nothing herein shall prohibit or otherwise affect the District’s right to cancel or otherwise terminate a contract.
2. A pre-job conference attended by representatives of the District, the contractors and the unions may be scheduled for a mutually available date prior to commencement of a covered

project. The nature of the project, the covered work, the work assignments and any other matters of mutual interest will be discussed.

3. During the term of this Agreement, the District, as owner, shall not contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract, any construction, alteration, painting, repair, or other construction or construction related work to be done on any covered project under this Multi-Project Labor Agreement to any person, firm, company or entity that does not have, or does not agree to be bound by and operate under, a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department, and the Council, or their Affiliates which have jurisdiction over the particular work in question. Copies of all such current appropriate agreements constitute Appendix "A" to this Agreement, attached hereto and made an integral part hereof and as may be modified from time to time during the term of this Multi-Project Labor Agreement. The provisions of this Agreement shall apply to the parties, their agents and affiliates, as well as to all contractors and subcontractors of whatsoever tier level, performing work on, or for, covered projects under this Multi-Project Labor Agreement. Said provisions of this agreement shall be included in all requests or advertisements for bid and all construction contracts and/or subcontracts pertaining to covered projects.
4. With respect to a contractor or subcontractor who is the successful bidder but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement executed by said bidder shall strictly be limited in scope to the situs of the covered project.
5. The unions understand that due to the varied nature and size of covered projects, materials and equipment will in many cases be procured from sources outside of the geographic areas of the signatory unions. Such materials and equipment may be delivered by independent cargo haulers, rail, ship and/or truck drivers. The District agrees that it will request its contractors to request union affiliate employees to make deliveries to the covered project sites. The union agrees that deliveries will be made without disruption to any work on the covered project.
6. The unions acknowledge that some equipment and materials will be used on covered projects that is preassembled or prefabricated. To the extent consistent with existing collective bargaining agreements and applicable law, there will be no refusal by the unions to handle, transport, install or connect such equipment or materials.
7. During the term of this Agreement, the District and their contractors and subcontractors, shall engage in no lockout at the covered project sites.
8. During the term of this Agreement, no union or any of its members, officers, stewards, agents or representatives, or any employee, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing or handbilling of the covered project sites or any other District site for any reason whatsoever, including, but not limited to, a dispute between the District or any contractor or subcontractor and any

union or any employee, or by and between any union, or in sympathy with any union or employee or with any other individual or group.

9. Each union agrees that it will use its best efforts to prevent any of the acts forbidden in Section 8 and that, in the event any such act takes place or is engaged in by any employee or group of employees, each union further agrees that it will use its best efforts (including its full disciplinary power under its applicable Constitution and By-Laws) to cause an immediate cessation thereof. Each union also agrees that if any union, individual or group of employees on covered projects engages in any handbilling, picketing, strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption, the other unions will consider such picketing or other work action as unauthorized and will refuse to honor any picket line established and the unions further agree to instruct their members to cross such unauthorized lines. Failure of any union or groups of employees to cross such unauthorized picket lines on any covered project shall be a violation of this agreement.
10. Any contractor or subcontractor shall have the right to discharge or discipline any employee who violates the provisions of this agreement or any project rules and regulations established pursuant to Section 12. Such discharge or discipline by a contractor or subcontractor shall be subject to the grievance-arbitration procedure of the applicable collective bargaining contract only as to the fact of such employee's violation of this agreement. If such fact is established, the penalty imposed shall not be subject to review and shall not be disturbed.
11. The unions understand and acknowledge that the District's contractors and subcontractors are responsible to perform the covered projects as required by the District. Therefore, the contractors have the complete authority, subject to any District approval provided by the contract, and applicable Collective Bargaining Agreements to:
  - a) Plan, direct and control the operation of all work.
  - b) Hire and lay off employees as the contractor feels appropriate to meet work requirements and/or skills required.
  - c) Determine work methods and procedures.
  - d) Determine the need and number of foremen.
  - e) Require all employees to observe contractor and/or District rules and regulations.
  - f) Require all employees to observe all safety regulations prescribed by the contractor and/or District and to work safely.
  - g) Discharge, suspend or discipline employees for proper cause.
12. It is agreed that contractors may implement reasonable project rules and regulations, and such rules and regulations shall be distributed to all employees on the project. It is understood that these rules and regulations shall not be inconsistent with the terms of this

agreement. Violation of the project rules and regulations is just cause for disciplinary action subject to the grievance procedure of the applicable Collective Bargaining Agreement as provided in Section 10.

13. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this agreement and any form of self-help remedy is expressly forbidden.
14. The term of this agreement shall be three (3) years and shall be continued from year to year thereafter unless a sixty-day notice is given by the District or the council. Any project commencing during and determined to be covered under this agreement shall continue to be covered by its terms until the final acceptance of the project by the District. A project shall be deemed to commence with execution of the construction contracts and to conclude upon issuance by the District of a letter of final acceptance to the general contractor.
15. In addition to the obligations set forth in this agreement, in the event of a jurisdictional dispute by and between any of the unions, such unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers (contractors or subcontractors), agree that a final and binding resolution of the dispute shall be achieved as follows:

- a) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between affiliate locals of the same International, the decision of the General President, or his/her designee, as the internal jurisdictional decision authority of that International, shall constitute a final and binding decision.)
- b) If no settlement is reached during the proceedings contemplated by Paragraph "15(a)" above, the matter shall be immediately referred to the Joint Conference Board, established by Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council for final and binding resolution of said dispute (a copy of the Standard Agreement is attached hereto and made a part hereof as Appendix "B".)

It is explicitly agreed to by all parties that the parties to this agreement, as well as each of their contractors and subcontractors, specifically are bound to the jurisdiction of the Joint Conference Board. Said provision shall become a provision in all contractors and subcontracts issues under the scope of work envisioned in the District's construction contracts.

16. The District, all contractors and all unions signatory to this agreement shall not discriminate against any employees because of race, creed, color or national origin, age or sex as required by laws, and they will conform with all state and federal laws, regulations or executive orders dealing with fair employment practices and civil rights.





17. This agreement shall be incorporated into and become a part of the Collective Bargaining Agreements by and between the District's contractors and subcontractors and each union signatory hereto. In the event of inconsistency between this agreement and any such Collective Bargaining Agreement, the terms of this agreement shall supersede and prevail.
18. This agreement constitutes the entire agreement between the parties hereto and may not be changed or modified except by the subsequent written agreement of the parties.
19. All parties represent that they have the full legal authority to enter into this agreement.
20. If any provision, section, subsection or other portion of this agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this agreement enforceable. This agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this agreement to the extent necessary to comply with existing law and to enforce this agreement as modified.
21. Any liability under this agreement of the District, or any contractor or union signatory hereto shall be several and not joint. The District shall not be liable for any violations of this agreement by any contractor or signatory union, and any contractor or any signatory union shall not be liable for any violations of this agreement by any other contractor or any other union. In the event any provision of this agreement is determined to be invalid, illegal or unenforceable as specified in paragraph 20 neither the District, any contractor or any signatory union shall be liable for any action taken, or not taken, to comply with any court order.
22. In the event a dispute shall arise between a contractor or subcontractor any signatory union and/or fringe benefit fund as to the obligation and/or payment of fringe benefits provided for under the appropriate Collective Bargaining Agreement, upon notice to the District by the appropriate union signatory hereto of a claim for such benefits, the District shall forward such notification to the surety upon the contract, and to the general contractor. Neither contractors nor their subcontractors will be required to submit Certified Payroll Forms on covered projects.

THIS AGREEMENT and its attachments are made in duplicate and each copy is an original copy.

Executed at Chicago, Illinois, this 9<sup>th</sup> day of July, 1998.

For the Metropolitan Water Reclamation District of Greater Chicago

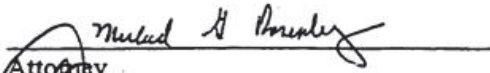
  
Hugh H. McMillan  
General Superintendent

  
Darlene A. LoCascio  
Purchasing Agent


Approved as to Form and Legality

  
Head Assistant Attorney

  
Mary C. West  
Director of Finance/Clerk

  
Attorney

  
Gloria Alitto Majewski  
Chairman of Finance

  
Cynthia M. Santos  
Chairman Committee on Labor and Industrial Relations

Approved:

  
Terrence J. O'Brien, President

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## MEMORANDUM OF UNDERSTANDING

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago (“District”), the Chicago & Cook County Building & Construction Trades Council (“Council”), and certain labor organizations on July 9, 1998 entered into a Multi-Project Labor Agreement (“MPLA”); and

WHEREAS, one of the labor organizations that is a party to the MPLA has notified the District of its intent not to continue its participation in the MPLA; and

WHEREAS, in that same spirit of harmony, labor-management cooperation and stability between the parties which culminated in the initial MPLA, the parties have endeavored to find that common ground which will allow all parties to remain as active participants in the MPLA, including the labor organization that gave notice of its intent not to continue its participation in the MPLA;

NOW THEREFORE, it is agreed between and among the parties that paragraph one of the MPLA shall be amended as follows:

- “1. Construction projects performed pursuant to contracts advertised and awarded by the District’s Board of Commissioners after the date of execution of this Agreement shall be “covered projects” under this agreement. Construction projects means all fixed works constructed for public use, and specifically excluding such matters as janitorial service, cafeteria service, truck hauling, security service, window cleaning, clerical, contracts for work to be performed in Fulton County and similar matters. Within a reasonable time after the District has determined that a project is not covered by this Agreement it shall notify the Chicago & Cook County Building & Construction Trades Council (“the Council”). In the event of a disagreement as to coverage, the Council shall have fifteen (15) days from the time it is notified of coverage to file a protest with the District’s Purchasing Agent. Then parties shall thereafter endeavor to resolve the matter to their mutual satisfaction. Nothing herein shall prohibit or otherwise affect the District’s right to cancel or otherwise terminate a contract.”

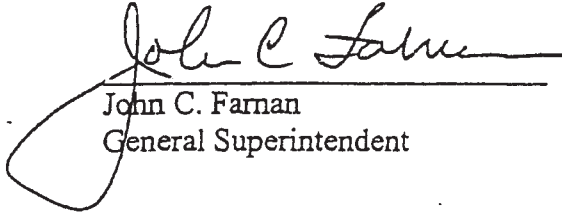
In all other respects, the MPLA entered into between the parties and dated July 9, 1998 shall remain unchanged.


THIS MEMORANDUM OF AGREEMENT is made in duplicate and each copy is an

original copy.


Executed at Chicago, Illinois, this 22<sup>d</sup> day of July, 2002.


For the Metropolitan Water Reclamation District of Greater Chicago

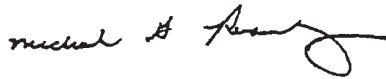
  
\_\_\_\_\_  
John C. Farnan  
General Superintendent

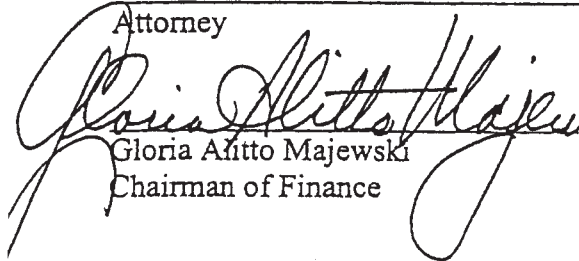
  
\_\_\_\_\_  
Darlene A. LoCascio  
Purchasing Agent

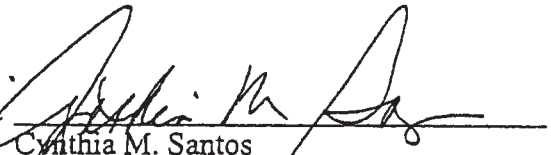
Approved as to Form and Legality

  
\_\_\_\_\_  
Head Assistant Attorney

  
\_\_\_\_\_  
Mary C. West  
Director of Finance/Clerk

  
\_\_\_\_\_  
Attorney

  
\_\_\_\_\_  
Gloria Aitto Majewski  
Chairman of Finance

  
\_\_\_\_\_  
Cynthia M. Santos  
Chairman Committee on Labor and  
Industrial Relations

Approved:

  
\_\_\_\_\_  
Terrence J. O'Brien, President

Approved, for itself, and for the labor organizations  
signatory to the MPLA dated July 9, 1998:

  
\_\_\_\_\_  
Michael P. O'Neil

President – Chicago & Cook County Building & Construction Trades Council

**CERTIFICATE OF COMPLIANCE  
WITH MULTI-PROJECT LABOR AGREEMENT (MPLA)**

I/WE \_\_\_\_\_ hereby acknowledge that I/WE  
(Name of company)

have read the Metropolitan Water Reclamation District of Greater Chicago's Multi-Project Labor Agreement. I/WE and all my/our subcontractors certify that we are in compliance with the Agreement in that I/WE and all my/our subcontractors have agreed to be bound by and operate under a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group") and shall continue to do so during the duration of the Contract.

State the name of the participating trade group(s) that your firm is currently signatory with in order to comply with the MPLA: (e.g.: Operating Engineers 150).

\_\_\_\_\_

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary);

**If your firm is not currently signatory with a participating union or labor organization, complete the following:**

I intend to comply with the MPLA by (check one):

a) entering into a collective bargaining agreement with the following participating trade group(s): \_\_\_\_\_

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary);

b) entering into a site specific collective bargaining agreement with the following participating trade group(s): \_\_\_\_\_

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary);

c) subcontracting \_\_\_\_\_ work (identify all contract work that will be subcontracted) to \_\_\_\_\_, (Identify all subcontractors that will be utilized. Attach a separate sheet if necessary), located at \_\_\_\_\_, a firm that

has a collective bargaining agreement with \_\_\_\_\_, a participating union or labor organization. (Identify all such participating unions or labor organizations. Attach a separate sheet if necessary);

\_\_\_\_\_  
Name of Company or Corporation

By: \_\_\_\_\_  
Signature of Authorized Officer

Attest: \_\_\_\_\_  
Secretary

Dated \_\_\_\_\_

## GENERAL REQUIREMENTS UNDER THE MULTI-PROJECT LABOR AGREEMENT

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

Your firm is required to complete the Certificate of Compliance indicating how your firm intends to comply with the Multi-Project Labor Agreement. The Certificate of Compliance must be signed by an authorized Officer of the firm. This may be submitted with the bid or prior to award of contract. To be eligible for award, your firm must comply with the Multi-Project Labor Agreement and sign the certificate. Failure of the Bidder to comply with the MPLA will result in a rejection of the bid, and possible retention of the bid deposit. There are three (3) ways to comply with the MPLA, as follows:

1. If the Bidder is not already signatory to a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group") it must become a member; or
2. The Bidder may request from a participating trade group a project specific agreement for a contract. This is handled between the Bidder and the participating trade group. A copy of the agreement must be submitted to the District **prior** to award of contract.
3. The Bidder may subcontract a portion of the work under the contract to a subcontractor that is signatory to a current collective bargaining agreement with a participating trade group which has jurisdiction over that work.

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

**APPENDIX B**  
**PROVISIONS**  
**for**  
**FEDERALLY ASSISTED CONSTRUCTION CONTRACTS**

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**PROVISIONS**  
**for**  
**FEDERALLY ASSISTED CONSTRUCTION CONTRACTS**  
**U.S. ENVIRONMENTAL PROTECTION AGENCY**

**I. LABOR STANDARDS**

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

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

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

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

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

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

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

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

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

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

#### **COMPLIANCE WITH COPELAND REGULATIONS**

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

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

#### **SUBCONTRACTS**

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

#### **CONTRACT TERMINATION-DEBARMENT**

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

#### **NONDISCRIMINATION PROVISIONS**

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

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

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

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

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and rules, regulations, and relevant order of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 25, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this

contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## II. USE OF IRON AND STEEL

(Consolidated Appropriations Act, 2014, HR3547, SEC 436)

A)(i) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(ii) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

B) Subsection (A) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that (1) applying subsection (a) would be inconsistent with the public interest; (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

C) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

D) This section shall be applied in a manner consistent with United States obligations under international agreements.

E) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

F) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

### **III. SUMMARY OF CONTRACTOR'S RESPONSIBILITY**

1. Submit executed Grant Form #1, Executive Order #11246 Work Record, together with proposal.
2. Submit executed Grant Form #2, Certification of Nonsegregated Facilities, together with proposal.
3. Submit executed Grant Form #3, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, together with proposal.
4. Submit executed Grant Form #4, Bidder Certification in Compliance with Article 33E to the "Criminal Code of 1961," together with proposal.
5. Submit executed Grant Form # 5, Bidder Certification Regarding the Use of American Iron and Steel Products

### **SUBCONTRACTS**

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

CONTRACT NO. \_\_\_\_\_

**IV. GRANT FORMS**

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

PROJECT: \_\_\_\_\_  
(Contract Designation & Description)

I, \_\_\_\_\_ of \_\_\_\_\_  
(Name and Title) (Name of Contractor)

\_\_\_\_\_ do hereby certify that  
\_\_\_\_\_ has/has not previously  
(Name of Contractor)

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

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Title)

Subscribed and sworn to me this date \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_  
(Date)

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CONTRACT NO. \_\_\_\_\_

MWRDGC GRANT FORM #2

U.S. ENVIRONMENTAL PROTECTION AGENCY

**CERTIFICATION OF NONSEGREGATED FACILITIES**

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

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME AND TITLE OF SIGNER (Please Type)

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



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CONTRACT NO. \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
DATE

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

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

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

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

**Where To Submit Forms:**

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

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

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

**How To Obtain Forms:**

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

Additional copies/assistance may be requested from:

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

CONTRACT NO. \_\_\_\_\_

MWRDGC GRANT FORM #4

**BIDDER CERTIFICATION  
IN COMPLIANCE WITH ARTICLE 33E TO THE  
“CRIMINAL CODE OF 1961”**

I, \_\_\_\_\_, do hereby certify that:

1. I am \_\_\_\_\_ of the \_\_\_\_\_  
Position Firm

and have authority to execute this certification on behalf of the firm;

2. This firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the “Criminal Code of 1961.”

Name of Firm \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal (where appropriate)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, before

me appeared (Name) \_\_\_\_\_

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

(Name of Firm) \_\_\_\_\_

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

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

Notary Seal

CONTRACT NO. \_\_\_\_\_

MWRDGC GRANT FORM #5

**Bidder Certification Regarding the Use of American Iron and Steel Products**

I, \_\_\_\_\_, do hereby certify that:  
Name

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

2. This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014.

3. This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publically owned treatment works (POTW) or public water systems.

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

5. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Firm \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal (where appropriate)

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**AP-2**

**APPENDIX C**

**AFFIRMATIVE ACTION REQUIREMENTS**



**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**APPENDIX A**

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the Contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

**AREA COVERED**

Goals for Women apply nationwide.

**GOALS AND TIMETABLES**

<u><b>Timetable</b></u>	<u><b>Goals (percent)</b></u>
From April 1, 1980 until further notice .....	6.9

**APPENDIX B**

Until further notice, the following goals and timetables for minority utilization shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective covered areas. The goals are applicable to the Contractor's aggregate on-site construction work-force whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

**CHICAGO, ILLINOIS, AREA**

Area covered -- Cook, DuPage, Kane, Lake, McHenry, and Will Counties.

**GOALS AND TIMETABLES**

<u><b>Time Table</b></u>	<u><b>Trade</b></u>	<u><b>Fulton County Goal (Percent)</b></u>	<u><b>Cook County Goal (Percent)</b></u>
Until further notice	Asbestos Workers	3.3	19.6
	Bricklayers	3.3	19.6
	Carpenters	3.3	19.6
	Electricians	3.3	19.6
	Elevator installers	3.3	19.6
	Glaziers	3.3	19.6
	Ironworkers	3.3	19.6
	Metal lathers	3.3	19.6
	Painters	3.3	19.6
	Plumbers	3.3	19.6
	Pipe fitters	3.3	19.6
	Plasterers	3.3	19.6
	Roofers	3.3	19.6
	Sheetmetal workers	3.3	19.6
	Sprinkler fitters	3.3	19.6
	Operating engineers	3.3	19.6

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000

at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the Chicago, Illinois area including Cook, DuPage, Kane, Lake, McHenry, and Will Counties or Fulton County.

**STANDARD FEDERAL EQUAL  
EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT  
SPECIFICATIONS  
(Executive Order 11246)**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in

each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 42 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11245, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment

opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equals employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction projects. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority persons or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/ or participate in training programs for the area which expressly include minorities and women, including

upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations;; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc.. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screen-ing procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women

and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on

behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties or violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.5.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade,

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union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a

limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. For those Contracts containing Special Apprenticeship Provisions, as specified in the Agreement Section of the Contract, the attached "Declaration of Policy" and "Special Provisions for Apprenticeships" shall become a part of this Appendix C.

# ASSIST AGENCIES LIST

Metropolitan Water Reclamation District Of Greater Chicago

African American Contractors Association (AACA)  
Omar Shareef, Founder  
7445 S. South Chicago  
Chicago, IL 60619  
312-915-5960 Fax: 312-567-9919  
[aacanatlassoc@gmail.com](mailto:aacanatlassoc@gmail.com)

Chicago Urban League (CUL)  
Victor A. Davis, Supplier Diversity Manager  
4510 S. Michigan Ave.  
Chicago, IL 60653  
773-285-5800 Fax: 773-451-3549  
[www.thechicagourbanleague.com](http://www.thechicagourbanleague.com)

Asian American Small Business Association  
John S. Lee  
1600 Golf Rd. – Suite 1200  
Rolling Meadows, IL 60008  
773-545-0600 Fax: 773-545-5449  
[aasba5000@msn.com](mailto:aasba5000@msn.com)

Coalition for United Community Action  
Carl Latimer, President  
2925 S. Wabash – Suite 102  
Chicago, IL 60616  
312-225-2085 Fax: 312-225-6298  
[cwlcuca@aol.com](mailto:cwlcuca@aol.com)

Association of Asian Construction Enterprises  
Perry Nakachi  
4100 S. Emerald  
Chicago, IL 60609  
847-525-9693 Fax: 312-666-1785  
[nakmancorp@aol.com](mailto:nakmancorp@aol.com)

Coalition For United Community Labor Force  
Rev. John Hatchett (CULF)  
321 S. Hoyne Ave. - #305E  
312-243-5149  
Chicago, IL 60612  
[johnrev.hatchett@comcast.net](mailto:johnrev.hatchett@comcast.net)

Black Contractors United (BCU)  
Edward McKinnie, President  
Carole Williams, Office Manager  
12000 S. Marshfield Ave..  
Calumet Park, IL 60827  
773-483-4000 & 708-389-5730 Fax: 708-389-5735  
[bcunewera@att.net](mailto:bcunewera@att.net)  
[carole@blackcontractorsunited.com](mailto:carole@blackcontractorsunited.com)

Cosmopolitan Chamber of Commerce (CCC)  
Georgina Heard, Executive Director  
30 E. Adams – Suite 1050  
Chicago, IL 600605  
312-499-0611 Fax: 312-701-0095  
[gheard@cosmochamber.org](mailto:gheard@cosmochamber.org)

Cermak Road Chamber of Commerce  
Hector Escobar, President  
2000 W. Cermak Rd. – 2<sup>nd</sup> Fl.  
Chicago, IL 60608  
773-843-9738 Fax: 773-843-9739

Federation of Women Contractors (FWC)  
Beth Doria, Executive Director  
100 E. Washington St.  
Springfield, IL 62701  
217-523-5966 Fax: 630-728-1992  
[fwcchicago@aol.com](mailto:fwcchicago@aol.com)

Chatham Business Association (CBA)  
Melinda Kelly, Executive Director  
800 E. 78<sup>th</sup> Street  
Chicago, IL 60619  
773-994-5006 Fax: 773-855-8905  
[melkelcba/@sbcglobal.net](mailto:melkelcba/@sbcglobal.net)

Goldman Sachs:  
10,000 Small Businesses Recruiter  
Victor A. Davis, Supplier Diversity Manager  
Chicago Urban League  
773-451-3559 Fax: 773-451-3549  
[www.thechicagourbanleague.org](http://www.thechicagourbanleague.org)

Chicago Minority Supplier  
Development Council, Inc. (CMSDC)  
Sheila C. Morgan, President  
105 W. Adams St. – Suite 2300  
Chicago, IL 60603  
312-755-8880 Fax: 312-755-8890  
[shillmorgan@chicagomsdc.org](mailto:shillmorgan@chicagomsdc.org)

Hispanic American Construction Industry  
Jorge Perez, Executive Director (HACIA)  
650 W. Lake St. – Suite 415  
Chicago, IL 60607  
312-575-0389 Fax: 312-575-0544  
[jperez@haciaworks.org](mailto:jperez@haciaworks.org)

Hispanic Chamber of Commerce  
Omar Duque, President  
855 W. Adams  
Chicago, IL 60607  
312-425-9500 Fax: 312-425-9510  
[oduque@inccbusiness.net](mailto:oduque@inccbusiness.net)

National Association of Women Business  
Owners of Greater Chicago (NAWBO)  
Melissa Lagowski, Executive Director  
3332 W. Foster Ave. - #121  
Chicago, IL 60625  
312-224-2605 Fax: 847-679-6291  
[info@nawbochicago.org](mailto:info@nawbochicago.org)

Illinois Black Chamber Of Commerce  
Larry Ivory, President  
Kenyatta S. Fisher, Development Director  
411 Hamilton Blvd.  
Peoria, IL 61602-1144  
773-373-3366 Fax 773-373-3571  
[kenyattasfisher82@gmail.com](mailto:kenyattasfisher82@gmail.com)

National Organization of Minority Engineers  
Michael Sutton, President  
33 West Monroe - Suite 1540  
Chicago, IL 60603  
312-425-9560 Fax: 312-425-9564  
[msutton@infrastructure-eng.com](mailto:msutton@infrastructure-eng.com)

Illinois Department of Commerce  
And Economic Opportunity  
James Schultz, Director  
100 W. Randolph St. – Suite 3-400  
Chicago, IL 60601  
312-814-7179  
[James.schultz@illinois.gov](mailto:James.schultz@illinois.gov)

Native American Contractors Association (NACA)  
Heidi Franklin, Business Development Associate  
750 First Street N.E. – Suite 950  
Washington, DC 20002  
202-758-2676 Fax 202-758-2699  
[Heidi@nativecontractors.org](mailto:Heidi@nativecontractors.org)  
[membership@nativecontractors.org](mailto:membership@nativecontractors.org)

Illinois Diversity Council  
Ashlyn Outler, Illinois Coordinator  
2656 S. Loop West – Suite 109  
Houston, Texas 77054  
713-592-6998 Fax 713-592-8338  
[Ashlyn.Outler@NationalDiversityCouncil.org](mailto:Ashlyn.Outler@NationalDiversityCouncil.org)

Rainbow PUSH Coalition:  
International Trade Bureau  
John Mitchell, Chief of Staff  
930 E. 50<sup>th</sup> Street  
Chicago, IL 60615  
773-373-3366 Fax: 773-373-3571  
[jmitchell@rainbowpush.org](mailto:jmitchell@rainbowpush.org)

Industrial Council of Near West Chicago  
Steve DeBretto, Executive Director  
320 N. Damen – Suite D100  
Chicago, IL 60612  
312-421-3941 Fax: 312-421-1871  
[info@laccusa.com](mailto:info@laccusa.com)

(U.S.) Small Business Administration (SBA)  
Judith A. Roussel, District Director  
500 W. Madison St. – Suite 1250  
Chicago, IL 60661  
312-353-4528 Fax: 312-886-5688  
[justaskus@sba.gov](mailto:justaskus@sba.gov)

Latin American Chamber of Commerce  
Bennett Santana, Director  
3512 W. Fullerton Ave.  
Chicago, IL 60647  
773-252-5211 Fax: 773-252-7065  
[info@laccusa.com](mailto:info@laccusa.com)

United States Minority Contractors Association  
Rev. Larry Bullock, President/CEO  
1250 S. Grove Ave. – Suite 200  
Barrington, IL 60010  
847-852-5010 Fax: 847-382-1829  
[larry.bullock@usminoritycontractors.com](mailto:larry.bullock@usminoritycontractors.com)

Little Village 26<sup>th</sup> Street Area Chamber  
of Commerce  
Jaime DiPaulo, Executive Director  
3610 W. 26<sup>th</sup> St. – 2<sup>nd</sup> Fl.  
Chicago, IL 60623  
773-521-5387 Fax: 773-521-5252  
[vanessa@littlevillagechamber.org](mailto:vanessa@littlevillagechamber.org)

Women's Business Development Center  
Emilia DiMenco, President  
8 S. Michigan Ave. – Suite 400  
Chicago, IL 60603  
312-853-3477 ext. 170 Fax 312-853-0145  
[edimenco@wbdc.org](mailto:edimenco@wbdc.org)

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

**AS REVISED**  
**JUNE 4, 2015**



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

*Section 1. Declaration of Policy*

Whereas, it is the policy of the Metropolitan Water Reclamation District of Greater Chicago (the "District") to ensure competitive business opportunities for small, minority- and women-owned business enterprises in the award and performance of District contracts, to prohibit discrimination on the basis of race, sex, gender, color, racial group or perceived racial group, disability, age, religion, national origin or ethnicity, sexual orientation, veteran or military discharge status, association with anyone with these characteristics, or any other legally protected characteristic in the award of or participation in District contracts, and to abolish barriers to full participation in District contracts by all person, regardless of race, ethnicity or sex;

Whereas, 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-owned, women-owned and small business enterprises in a manner consistent with constitutional requirements;

Whereas, the District is committed to equal opportunity for minority-, women-owned and small businesses to participate in the award and performance of District contracts;

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

Whereas, the District is committed to implementing its affirmative action program in conformance with the United States Supreme Court's decision in *Croson* and its progeny;

Whereas, in furtherance of this commitment, the Board of Commissioners directed the District staff and its outside consultants in 1990 to conduct an investigation into the scope of any discrimination in the award of and participation in 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 in District contracts and to recommend the appropriate affirmative action steps to be taken to eliminate any such discrimination and its continuing effects.

Whereas, on June 21, 2001, 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"); and

Whereas, in 2006 the Board of Commissioners undertook a review of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority and women-owned businesses in the Metropolitan Chicago construction industry to evaluate the continued need for Appendix D and

any necessary revisions thereto; Whereas, the Board of Commissioners undertook a review in 2012 of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority- and women-owned businesses in the Metropolitan Chicago construction industry to evaluate the continued need for Appendix D and any necessary revisions thereto;

Whereas, in 2014, the Board of Commissioners undertook another review of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority- and women-owned businesses in the District's geographic and procurement market areas to evaluate the continued need for Appendix D and any necessary revisions thereto. That review resulted in commissioning a comprehensive disparity study conducted by an outside consultant that was finalized in 2015.

## **Section 2. Findings**

The Board of Commissioners, having reviewed the 2015 report of its outside consultant finds:

1. In 2003, the U.S. 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 firms 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.

2. In 2004, a study of the Metropolitan Chicago Construction Industry by Timothy Bates, Distinguished Professor, 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 and small businesses 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.

3. A November, 2005 study of the Metropolitan Chicago construction industry by David Blanchflower, Professor of Economics at Dartmouth College, has 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.

4. In 2005, the U.S. 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.

5. The trial court's decision was affirmed in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 473 F.3d 715 (7<sup>th</sup> Cir. 2007).

6. In 2006, Board of Commissioners of Cook County, Illinois accepted a report it had commissioned titled, "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" (Cook County

2006 Report), which 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 firms.

7. In 2006, the Illinois State Toll Highway Authority commissioned a study for the availability of Disadvantaged Business Enterprises ("DBEs") in its geographic and procurement markets, to ensure that its DBE program was narrowly tailored as required by constitutional standard, which found 19.56% DBE availability in construction, 19.36% DBE availability in construction-related professional services, and that DBE utilization had steadily increased from 2.40% in 2004 to 24.72% in 2010.8. The Board of Commissioners of 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" (Cook County 2010 Study), which found that MBEs and WBEs were not utilized in all aspects in proportion to their availability.

9. In 2010 the U.S. 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 U.S. Department of Transportation's DBE program and concluded that discriminatory barriers continue to impede the ability of MBEs and WBEs to compete with other firms on a fair and equal footing in government contracting markets, including in the construction industry.

10. 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.

11. In 2014, The District commissioned its first comprehensive disparity study to investigate barriers to equal opportunities in the District's geographic and industry market areas and make recommendations for District efforts to reduce such barriers, which found continuing disparities in the District's market areas.

12. 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 enterprise in the Illinois construction industry).

13. The District has determined that it has a continuing compelling interest in preventing public funds in construction contracts from perpetuating the effects of past discrimination and current discrimination against minority- and women-owned firms in its market.

14. The Affirmative Action Program adopted by the District is hereby modified to further continue to ameliorate the effects of racial and gender discrimination in the construction market.

15. The remedies adopted herein by the District will not overly burden non-MBE and non-WBE firms in the award of District Contracts.

16. The Commissioners shall periodically review minority-owned and women-owned participation in contracts awarded by the District to ensure that the District continues to have a

compelling interest in remedying discrimination against minority and women-owned firms in the award of District contracts and that the measures adopted herein remain narrowly tailored to accomplish that objective.

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

### **Section 3. Purpose and Intent**

The purpose and intent of this Ordinance is to mitigate the present effects of discrimination on the basis of race, ethnicity or sex in opportunities to participate on the District's prime contracts and associated subcontracts and to achieve equitable utilization of minority-owned, women-owned and small business enterprises in District construction contracts.

### **Section 4. Coverage**

The following provisions, to be known as "Appendix D" together with relevant forms, shall apply and be appended to every construction contract awarded by the District where the estimated total expenditure is in excess of \$100,000.00, except contracts let in the event of an emergency pursuant to 70 ILCS 2605/11.5.

### **Section 5. Definitions**

The meaning of these terms in this Ordinance are as follows:

- (a) "Administrator" means the District's Affirmative Action Program Administrator.
- (b) "Affiliate" of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining Affiliation, the District shall consider all appropriate factors, including common ownership, common management, and contractual relationships.
- (c) "Annual Participation Goals" mean the targeted levels established by the District for the annual aggregate participation of MBEs and WBEs in 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) "Contract Specific Goals" means the Goals established for a particular project or contract based upon the availability of MBEs or WBEs in the scope(s) of work of the Project.
- (g) "Construction contract" means any District contract 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 related contract which the District deems appropriate to be subject to Appendix D consistent with the Ordinance.

(h) "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, or fulfilling responsibilities.

(i) "Contract Goals" means the numerical percentage goals for MBE, WBE or SBE participation to be applied to an eligible District construction contract subject to Appendix D for the participation of MBEs, WBEs and SBEs, based upon the scopes of work of the contract, the availability of MBEs, WBEs and SBEs to meet the goals, and the District's progress towards meeting its Annual MBE, WBE and SBE goals.

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

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

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

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

(n) "Good Faith Efforts" means those honest, fair and commercially reasonable actions undertaken by a contractor to meet the MBE or WBE goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Program's goals.

(o) "Hearing Officer" is an attorney licensed to practice in the State of Illinois, appointed by the Board of Commissioners, to conduct hearings as provided in this Ordinance regarding a contractor's compliance or non-compliance with this Ordinance.

(p) "Joint Venture" means an association of two or more persons, or any combination of types of business enterprises and persons numbering two or more, proposing to perform a single for profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill and knowledge, and in which the certified firm 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 and their relationship and responsibility to the contract.

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

(r) "Local business" means a business located within the counties of Cook, DuPage, Kane Lake, McHenry or Will in the State of Illinois or Lake County in the State of Indiana which has the majority of its regular full-time work force located in this region or a business which has been placed on the District's vendor list or has bid on or sought District construction work.

(s) "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 percent (51%) owned by one or more members of one or more minority groups, or, in the case of a publicly held

corporation, at least fifty-one percent (51%) 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.

(t) "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 - A person having origins in any of the Black racial groups of Africa and is regarded as such by the African American Community of which the person claims to be a part.

(iii) Asian-American – A person 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 person claims to be a part.

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

(iv) Native-American – A person 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.

(u) "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 an applicant or other certified MBE or WBE, provided that the other firm 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.

(v) "Prime Contractor" means a Contractor that is awarded a District contract and is at risk for the completion of an entire District project, including purchasing all materials, hiring and paying subcontractors, and coordinating all the work.

(w) "Small Business Enterprise" or "SBE" means a small business as defined by the U.S. Small Business Administration (SBA), pursuant to the business size standards found in 13 CFR Part 121, relevant to the scope(s) of work the firm seeks to perform on District contracts, except that the size standard for specialty trade construction firms shall be 150 percent of the SBA size standard. A firm is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

(x) "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.

(y) "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.

(z) "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 the subcontractor's material supplier is a "third-tier subcontractor." The subcontractor is subject to the same duties, obligations and sanctions as the contractor under this Ordinance.

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

(bb) "Vendor list" means the District's list of firms 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 Supplier Development Council, or as a Disadvantaged Business Enterprise by the Illinois Unified Certification Program, or as a Small Disadvantaged Business by the U.S. Small Business Administration.

(cc) "Women-owned business enterprise" or "WBE" means a Local and Small business entity which is at least fifty-one percent (51%) owned by one or more women, or, in the case of a publicly held corporation, fifty-one percent (51%) 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 percent (51%) owned by a woman or women shall be made without regard to community property laws.

#### **Section 6. Non-Discrimination and Affirmative Action Clause**

As a precondition to selection, a Contractor must include in its bid proposal for a covered contract the following commitments:

During the performance of this contract, the Contractor agrees:

(a) It shall not discriminate on the basis of race, sex, gender, color, racial group or perceived racial group, disability, age, religion, national origin or ethnicity, sexual orientation, veteran or military discharge status, association with anyone with these characteristics, or any other legally protected characteristic in the solicitation for or purchase of goods in the performance of this contract.

(b) It shall actively solicit bids for the purchase or subcontracting of goods or services from qualified MBEs, WBEs and SBEs.

(c) It shall undertake Good Faith Efforts in accordance with the criteria established in this Ordinance, to ensure that qualified MBEs, WBE, and SBEs are utilized in the performance of this contract and share in the total dollar value of the contract in accordance with each of the applicable utilization goals established by the District for the participation of qualified MBEs, WBEs and SBEs.

(d) It shall require its subcontractors to make similar good faith efforts to utilize qualified MBEs, WBEs and SBEs.

(e) It shall maintain records and furnish the District all information and reports required by the District for monitoring its compliance with this Ordinance.

(f) It shall designate a person to act as an Affirmative Action Coordinator to facilitate the review of all concerns related to the participation MBEs, WBEs and SBEs.

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

The District shall develop and use measures to facilitate the participation of all firms in District construction contracting activities. These measures shall include, but are not limited to:

(a) Unbundling contracts to facilitate the participation of MBEs, WBEs and SBEs as Prime Contractors.

(b) Arranging solicitation times for the presentations of bids, specifications, and delivery schedules to facilitate the participation of interested 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, WBEs and SBEs with training seminars on the technical aspects of preparing a bid for a District contract.

(e) Providing assistance to businesses in overcoming barriers such as difficulty in obtaining bonding and financing, and support for business development such as accounting, bid estimation, safety requirements, quality control.

(f) Prohibiting Prime Contractors from requiring bonding for subcontractors, where appropriate.

(g) Holding pre-bid conferences, where appropriate, to explain the contract and to encourage Bidders to use all available firms as subcontractors.

(h) Adopting prompt payment procedures, including, requiring by contract that Prime Contractors promptly pay subcontractors and investigating complaints or charges of excessive delay in payments.

(i) Developing Linked Deposit and other financing and bonding assistance programs to assist small firms.

(j) Reviewing retainage, bonding and insurance requirements and their application to bid calculations to eliminate unnecessary barriers to contracting with the District.

(k) Collecting information from Prime Contractors on District construction contracts detailing the bids received from all subcontractors for District on construction contracts and the expenditures to subcontractors utilized by Prime Contractors on District construction contracts.

(l) Limiting the self-performance of prime contractors, where appropriate.

(m) To the extent practicable, developing future policies to award contracts to SBEs.

(n) Maintaining information on all firms bidding on District prime contracts and subcontracts.



(o) At the discretion of the Board of Commissioners, awarding a representative sample of District construction contracts without goals, to determine MBE, WBE and SBE utilization in the absence of goals.

(p) Referring complaints of discrimination against MBEs, WBEs or SBEs to the appropriate authority for investigation and resolution.

#### Section 8. **Certification Eligibility**

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

(b) Only a firm owned by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

(i) The firm's ownership by a Socially and Economically Disadvantaged person(s) must be real, substantial, and continuing, going beyond *pro forma* ownership of the firm as reflected in ownership documents. The owner(s) 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(s) 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 firm's operations, indispensable to the firm's potential success, specific to the type of work the firm performs and documented in the firm's records. The individual whose Expertise is relied upon must have a commensurate financial investment in the firm.

(c) Only a firm that is managed and controlled by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

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

(ii) The Socially and Economically Disadvantaged owner(s) must possess the power to direct or cause the direction of the management and policies of the firm 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(s) may delegate various areas of the management or daily operations of the firm to persons who are not Socially and Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner(s) must retain the power to hire and fire any such person. The Socially and Economically Disadvantaged owner(s) must actually exercise control over the firm's operations, work, management and policy.

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

other participants in the firm's activities and to make independent decisions concerning the firm's daily operations, work, management, and policymaking.

(v) If federal, state and/or local laws, regulations or statutes require the owner(s) to have a particular license or other credential to own and/or control a certain type of firm, then the Socially and Economically Disadvantaged owner(s) must possess the required license or credential. If state law, District ordinance or other law regulations or statute does not require that the owner possess the license or credential, that the owner(s) lacks such license or credential is a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner(s) actually controls the firm.

(vi) A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the owner from devoting sufficient time and attention to the affairs of the firm to manage and control its day to day activities.

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

(i) Evaluate relationships with non-certified firms 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(s) of the applicant for MBE or WBE certification or any owners of the applicant for SBE certification and non-certified firms or persons associated with non-certified firms compromise the applicant's independence.

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

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

(e) An applicant shall be certified only for specific types of work in which the Socially and Economically Disadvantaged owner(s) for MBEs and WBEs or the majority owner for SBEs has the ability and Expertise to manage and control the firm's operations and work.

(f) The District shall certify the eligibility of Joint Ventures involving MBEs, WBEs or SBEs and non-certified firms.

(g) The certification status of all MBEs, WBEs and SBEs shall be reviewed periodically by the Administrator. Failure of the firm to seek recertification by filing the necessary documentation with the Administrator as provided by rule may result in decertification.

(h) It is the responsibility of the certified firm to notify the Administrator of any change in its circumstances affecting its continued eligibility. Failure to do so may result in the firm's decertification.

(i) The Administrator shall decertify a firm that does not continuously meet the eligibility criteria.

(j) Decertification by another agency shall create a *prima facie* case for decertification by the District. The challenged firm shall have the burden of proving by a preponderance of the evidence that its District certification should be maintained.

(k) A firm that has been denied certification or recertification or has been decertified may protest the denial or decertification by filing a written appeal with the Executive Director within

10 calendar days of receipt of the denial of District certification, recertification or decertification. The appeal should set forth in detail the facts upon which it is based, and attach all relevant documentations. The Executive Director shall render a decision within 15 calendar days of receipt of a timely appeal. The Executive Director's decision shall be final.

(l) A firm found to be ineligible may not apply for certification for two years after the effective date of the final decision.

#### **Section 9. Schedule of Goals for Minority-Owned, Women-Owned and Small Business Enterprise Utilization**

In fulfillment of its policy to provide MBEs, WBEs, and SBEs full and equitable opportunities to participate in the District's construction prime contracts and subcontracts, the District shall establish annually goals for MBE, WBE and SBE participation, based on the availability of MBEs and WBEs in the District's geographic and procurement market.

#### **Section 10. Contract Goals.**

(a) The Director, in consultation with the Administrator and the User Department, shall establish Contract Goals for construction contracts based upon the availability of at least three MBEs and three WBEs registered on the District's vendor list to perform the anticipated subcontracting functions of the 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 Director may designate goals for only that portion of the contract relating to construction work and related supplies and/or modify the limitations on the credit for MBE or WBE suppliers herein.

(c) The Contract Goal(s) shall be designated in the contract documents.

#### **Section 11. Counting MBE, WBE, and SBE Participation towards Contract Goals**

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

(b) If a firm is certified as both a MBE and a WBE, the Bidder may count the firm's participation either toward the achievement of its MBE or WBE goal, but not both.

(c) A Bidder may count toward the achievement of its SBE goal the utilization of any MBE or WBE that also satisfies the definition of a SBE.

(d) A Bidder may count the entire amount of that portion of a contract that is performed by MBEs, WBEs or SBEs own forces, including the cost of supplies and materials obtained and installed by the MBE, WBE or SBE for the work of the contract, and supplies purchased or equipment leased by the MBE, WBE or SBE used to directly perform the work of the contract (except supplies and equipment the MBE, WBE or SBE 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 shall 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, WBE or SBE participation that will be credited towards the Contract Goal. The Joint Venture's Utilization Plan must evidence how it will meet the 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 Ordinance. The MBE, WBE or SBE 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, WBE or SBE 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, WBE or SBE Joint Venture partner's participation to be credited towards the Contract Goals.

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

(g) Only expenditures to a MBE, WBE or SBE that is performing a Commercially Useful Function shall be counted towards the Utilization Contract Goal.

(i) A firm 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 firm must pay all costs associated with personnel, materials and equipment. The firm 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 firm cannot share employees with the Prime Contractor or its Affiliates. No payments for use of equipment or materials by the firm 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 firm.

(ii) A firm 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 in order to obtain the appearance of MBE, WBE or SBE participation. The Prime Contractor is responsible for ensuring that the firm is performing a commercially useful function.

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

(iv) If a firm 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 firm is presumed not to be performing a Commercially Useful Function, the firm may present evidence to rebut this presumption.

(h) Credit towards the Contract Goals will be allowed only for those direct services performed or materials supplied by MBEs, WBEs or SBEs or first-tier subcontractor MBEs, WBEs or SBEs. MBEs, WBEs or SBEs must perform no less than eighty-five percent (85%) of

their work with their own forces, through the use of its own management and supervision, employees and equipment. If industry standards and practices differ, the firm must furnish supporting documentation for consideration by the District.

(i) Purchase of materials and supplies must be pre-approved if their purchase is related to goal attainment. Bidder may count payments to MBE, WBE or SBE regular dealers or manufacturers who offer only furnish and deliver contracts for materials and supplies for no more than twenty-five percent (25%) of each MBE, WBE or SBE goal, unless 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.

(j) A dealer is a firm 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 regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Bidder.

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

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

## **Section 12. Utilization Plan Submission**

(a) Compliance documents must be submitted as provided in the solicitation. Failure to do so will render the bid non-responsive. The Director shall review each bid submission to determine if it meets the requirements herein.

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

(c) Each Bidder shall submit with its bid a completed and signed Utilization Plan that lists the names, addresses, telephone numbers, email addresses and a description of the work with contract item number and contact person of the businesses intended to be used as subcontractors, subconsultants and suppliers, including those firms proposed to meet the Contract Goal(s); the type of work or service each business will perform; and the dollar amount to be allocated to the certified firm(s). Each Bidder's Utilization Plan shall commit to MBE, WBE or SBE participation equal to or greater than each of the Contract Goals set forth in the 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 solicitation.

(d) Each Bidder must submit with its bid a signed MBE, WBE or SBE Subcontractor's Letter of Intent for each firm in the form specified in the solicitation, with either a copy of each MBE, WBE or SBEs current Letter of Certification from a state or local government or agency

or documentation demonstrating that the firm is a MBE, WBE or SBE within the meaning of this Appendix D. In the event of a conflict between the amounts stated on the Utilization Plan and the MBE, WBE or SBE Subcontractor's Letter of Intent, the terms stated on the Utilization Plan shall control. An original or facsimile copy of the MBE, WBE or SBE Subcontractor's Letter of Intent will be acceptable.

(e) Where a Bidder had failed to meet the Contract Goal(s), it must file a Waiver Request documenting its Good Faith Efforts to meet the Goal(s) as provided in the format described in the solicitation, the Administrator shall require the contractor to file a Contractor Information Form and provide additional documentation of its good faith efforts in attempting to fulfill such goals.

(i) Such Good Faith Efforts, as defined herein, shall include, but are not limited to, the following:

(i) Attend any pre-bid conference conducted by the District to acquaint contractors with MBEs, WBEs and SBEs available to provide relevant goods and services and to inform MBEs, WBEs and SBEs of subcontract opportunities on the contract;

(ii) Review lists of available MBEs, WBEs and SBEs maintained by the District and other state and local governments and agencies prior to the bid opening to identify qualified MBEs, WBEs and SBEs for solicitation for bids;

(iii) Advertise, not less than 15 calendar days before the bid opening date, in one or more daily newspapers and/or trade publications, for proposals or bids by MBEs, WBEs and SBEs for subcontracts or the supply of goods and services on the contract;

(iv) Make timely written solicitations of available MBEs, and WBEs and SBEs identified on the District's vendor list that provide relevant services for subcontracts or the supply of goods and services;

(v) Provide MBEs, WBEs and SBEs with convenient and timely opportunities to review and obtain relevant plans, specifications or terms and conditions of the contract to enable such MBEs, WBEs and SBEs to prepare an informed response to a contractor solicitation;

(vi) Divide total contract requirements into small tasks or quantities and adjust performance bond and insurance requirements or otherwise assist MBEs, WBEs and SBEs in obtaining the required bonding, insurance or financing, where economically feasible, to encourage participation of MBEs, WBEs and SBEs;

(vii) Follow up initial solicitation of MBEs, WBEs and SBEs by contacting them to determine if the enterprises are interested in making bids or proposals;

(viii) Negotiate in good faith with MBEs, WBEs and SBEs prior to the bid opening and do not reject as unsatisfactory any bids or proposals submitted by M/WBEs without justifiable reason, including the lack of bonding capacity or the ability to obtain insurance requirements such as Completed Builders Risk (All Risk) Insurance, Comprehensive General Liability Insurance, Contractor Contractual Liability Insurance and Public Liability Insurance;

(ix) Establish delivery schedules, where the requirements of the work permit, which will encourage participation by MBEs, WBEs and SBEs;

(x) Establish joint ventures with MBEs, WBEs and SBEs;

(xi) Use the services and assistance of the District, the Small Business Administration, the Office of Minority Business Enterprises of the U.S. Department of Commerce and appropriate community and minority and women's business organizations;

(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 and/or a Waiver request.

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

(iv) The Director, after consultation with the Administrator, shall determine whether to grant the waiver request based on the Bidder's Good Faith Efforts at the time of bid submission.

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

(d) A contractor's submission of a Utilization Plan that commits to a MBE or WBE participation equal to or greater than the applicable utilization goals shall not provide a basis for a higher bid, an increase in contract price or a later change order.

(e) The requirement to submit a Utilization Plan and MBE, WBE or SBE Subcontractor's Letters of Intent applies when the individual project is awarded under Job Order Contracts awarded by the District.

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

(ii) A Prime Contractor awarded a Job Order Contract shall be subject to the compliance monitoring provisions herein. The Prime Contractor must submit to the Administrator monthly documentation, as specified by the Administrator, demonstrating that the 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 Ordinance.

### ***Section 13. Compliance Review***

(a) The Director shall declare the bid submission non-responsive if a Bidder:

(i) Failed to submit with its bid a completed and signed Utilization Plan;

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

(iii) Failed to identify in its Utilization Plan the MBE, WBE or SBE by name, scope of work, contract item number, and dollar value of work or percentage of participation equal to or greater than each of the Contract Goal(s).

(iv) Failed to submit with its bid the MBE, WBE and SBE Subcontractor's Letter of Intent from each MBE, WBE and SBE listed on its Utilization Plan.

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

(c) If a Mentor-Protégé relationship is proposed to meet the Contract Goal, the Mentor-Protégé Development Plan must be submitted to the Administrator for approval prior to contract award. Mentor-Protégé relationship" describes an association between large business prime contractor firms and socially disadvantaged firms designed to motivate, encourage and to provide mutually beneficial developmental assistance to those socially disadvantaged firms.

(d) Prior to the award of any contract, the Administrator shall review the Utilization Plan, MBE, WBE and SBE Subcontractor's Letter(s) of Intent and Letter(s) of Certification, and Contractor Information and Waiver Request Forms as specified in the solicitation, submitted by the apparent low bidder on a contract and conduct any other investigation the Administrator deems appropriate to determine compliance.

(e) Within 30 calendar days after demand, the Prime Contractor shall furnish executed copies of all MBE, WBE and SBE subcontracts to the Administrator. Subsequently, the contractor shall obtain and submit a copy of all MBE, WBE and SBE related subtier contracts on demand.

(f) The Prime Contractor shall set timetables for use of its subcontractors before fifty percent (50%) of the work is completed.

(g) If requested by the Administrator, the Prime Contractor must submit a MBE, WBE and SBE Work Plan projecting the work tasks associated with certified firms' commitments prior to the award of the contract. The Work Plan must provide a description of the work to be subcontracted to other MBEs, WBEs and SBEs and non-certified firms and the dollar amount and the name of the all tiers of subcontractors. The Work Plan becomes part of the Prime Contractor's contractual commitment and the contract record, and may not be changed without prior approval of the Administrator.

#### ***Section 14. Contract Performance Compliance***

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

(b) The Prime Contractor shall be required to submit the Affirmative Action Monthly MBE/WBE/SBE Status Report providing the information and in the format as specified by the District with every payment request. The Contractor's failure to do so may result in a delay of the progress payment.



(c) Evidence of MBE, WBE and SBE subcontractor participation and payments must be submitted as required by the District to confirm subcontractors' participation and payment.

(d) District contract compliance officers and auditors, or their designees, shall have access to the 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 the contractor and MBE, WBE and SBE subcontractor compliance with the goal commitment. Audits may be conducted at any time and without notice in the total discretion of the District. A Prime Contractor must provide the Administrator any additional compliance documentation within 14 calendar days of such request. Audits may be conducted without notice at any time at the discretion of the District.

(e) If District personnel observe that any purported MBE, WBE and SBE subcontractor other than those listed on the Utilization Plan are performing work or providing materials and/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 is taking place and progress payments may be withheld. The contractor will have the opportunity to meet with the Affirmative Action Administrator prior to a finding of noncompliance.

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

(g) The Prime Contractor cannot make any changes to the approved Utilization Plan or substitutions of the MBE(s), WBE(s) or SBE(s) listed in the Utilization Plan throughout the life of the contract 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, WBE or SBE subcontractor with its own forces or those of an affiliate, a non-certified firm or another MBE, WBE or SBE. Failure to obtain the prior, written approval of the Administrator in the format specified by the District shall constitute a breach of the contract, and subject the Prime Contractor to any and all available sanctions. The participation of certified firms that did not receive prior, written approval by the Administrator will not be counted towards the Contract Goal(s).

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

(1) The listed MBE, WBE, or SBE subcontractor fails or refuses to execute a written contract.

(2) The listed MBE, WBE or SBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness.

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

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

(5) The listed MBE, WBE or SBE subcontractor voluntarily withdraws from the project and provides the Administrator written notice of its withdrawal.

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

(7) The MBE, WBE or SBE owner dies or becomes disabled with the result that the listed MBE, WBE or SBE subcontractor is unable to complete its work on the contract.

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

(ii) Good cause does not include where the Contractor seeks to terminate a MBE, WBE or SBE it relied upon to obtain the contract so that the Contractor can self-perform the work or substitute another MBE, WBE or SBE or non-certified subcontractor to perform the work for which the MBE, WBE or SBE was engaged or listed on the Utilization Plan.

(iii) The Prime Contractor must give the MBE, WBE or SBE notice in writing, with a copy to the Administrator, of its intent to request to terminate and/or substitute, and the detailed reasons for the request.

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

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

(vi) The Administrator will approve or disapprove the substitution based on the Prime Contractor's documented compliance with these provisions.

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

(i) In the event a Prime Contractor, in the performance of its contract, determines that the conditions of the work warrant a reduction in the scope of work to be performed by a MBE, WBE or SBE the Prime Contractor must utilize Good Faith Efforts to fulfill its MBE, WBE or SBE contractual commitment. The Prime Contractor must notify the Administrator in writing within 14 calendar days of the determination to request an amendment of its Utilization Plan. The Prime Contractor must give the MBE, WBE or SBE notice in writing, with a copy to the Administrator, of its intent to request to reduce the scope of work, and the detailed reasons for the request. The Administrator will approve or disapprove the reduction based on the Prime Contractor's documented compliance with these provisions.

(j) Where contract change orders are made individually or in the aggregate that increase the total value of the contract by more than ten percent (10%) of the original contract value, the

Prime Contractor shall increase the utilization of all MBEs, WBEs or SBEs, where feasible, so that the total value of the percentage of work performed by MBEs, WBEs or SBEs 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, WBEs or SBEs utilization committed to in the contractor's original Utilization Plan.

**Section 15. Sanctions for Non-Compliance**

(a) Where the Administrator believes that the Prime Contractor or subcontractor has committed fraud or misrepresentation against the District or has failed to comply with this Ordinance or its contract, or provided false or fraudulent documentation, the Administrator shall notify the Prime Contractor and/or subcontractor in writing of such determination of noncompliance and withhold up to one hundred percent (100%) of the current progress or final payment due the Prime Contractor for up to 90 days. The amount to be withheld shall be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE, WBE or SBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments. The Prime Contractor and/or subcontractor shall have the right to meet with the Administrator within 10 calendar days of receipt of the notice. After conference and conciliation, the Administrator will determine whether the Prime Contractor and/or subcontractor is in compliance.

(b) If the Administrator determines the Prime Contractor and/or subcontractor is not in compliance and the violation cannot be resolved by conference and conciliation, the Administrator shall refer the matter to the Executive Director and the Executive Director may return the referral to the Administrator with direction or may direct the Prime Contractor and/or subcontractor to show cause on a date certain why further sanctions should not be imposed.

(i) The Prime Contractor or subcontractor shall have 15 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 shall be convened to provide the contractor and/or subcontractor an opportunity to be heard with respect to the non-compliance. Within 30 calendar days after the Executive Director's referral, the Hearing Officer shall schedule a hearing to be held within 30 calendar days of receipt of the referral for hearing at which the District, the contractor and/or subcontractor may present evidence of the purported violation and/or the absence thereof. The District will carry the burden of proof by a preponderance of the evidence. The Prime Contractor and/or subcontractor may present additional evidence and witnesses to show cause why sanctions should not be imposed. An official record will be kept with the Clerk of the District. All filings by the District or the respondents should be made with the Clerk of the District, with courtesy copies going to the parties and the Hearing Officer.

(ii) The Hearing Officer shall conduct such show cause hearings involving the Ordinance and shall render findings of fact, conclusions of law and recommendations regarding disposition of the hearings. Procedures and rules governing the show cause hearings will be adopted by the Board of Commissioners. The Hearing Officer will not become co-counsel with any attorneys appearing before him/her at any time during the hearing.

(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 shall be given the opportunity to present and respond to evidence. The Hearing Officer shall conduct a fair hearing and maintain order and shall abide by the Judicial Canons of Ethics enacted by the Illinois Supreme Court.

(iv) Within 30 calendar days after the hearing with the Prime Contractor and/or subcontractor, the Hearing Officer shall 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 shall 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 noncompliance with this Ordinance including, but not limited to:

(1) Withholding up to fifty percent (50%) of the current progress or final payment due the contractor until the Administrator determines that the contractor is in compliance. Following the withholding of up to fifty percent (50%) of the current progress payment, up to one hundred percent (100%) of further progress payments may be withheld until the contractor is found to be in compliance with the requirements of this Ordinance. 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, WBE or SBE 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. An entity that is disqualified pursuant to the provisions of this Ordinance shall be precluded from participation on any District contract as a Prime Contractor, subcontractor and supplier for the period of disqualification. In cases of 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 of the Ordinance and not less than twenty-four (24) months and not more than three (3) years for the third violation of the Ordinance from the date of disqualification established in the Board Order.

(3) Rejecting bids by the Prime Contractor for other contract(s) not yet awarded to that Bidder in instances of the use of false documentation, the making of false statements, fraud or misrepresentation.

(4) For any MBE, WBE or SBE that has misrepresented its MBE, WBE or SBE status and/or failed to operate as an independent business concern performing a Commercially Useful Function, declaring by the Director that the MBE, WBE or SBE ineligible to participate as a MBE, WBE or SBE in District contracts. A firm that has been declared ineligible may not participate as a MBE, WBE or SBE 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, WBE goal commitment that the contractor has 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.

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

(c) The Administrator and Director will take action to prevent a contract from being awarded to a Prime Contractor or first-tier subcontractor disqualified from bidding hereunder for the period of disqualification.

(d) The District's attorneys' fees and costs will be assessed against the Prime Contractor and/or subcontractor where the Hearing Officer makes a finding that the Prime

Contractor or subcontractor used false documentation, made false statements, or committed fraud or misrepresentation.

(e) Notice of sanctions imposed by the Board of Commissioners for violations of the Ordinance by the Prime Contractor, subcontractor and/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 web site, publication in any type of media, newspaper publication and direct notice by letter to governmental entities.

(f) Any sanctions imposed against an entity shall also apply personally to all officers and directors of the entity or partners of the entity, and their successors and assigns with knowledge of the acts and omissions that give rise to the sanctions against the entity.

(g) 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 16. Other Federal Regulations**

The provisions of this Ordinance shall not apply to any contract to the extent that different procedures or standards are required by any law or regulation of the United States and nothing herein shall be interpreted to diminish or supplant the present Equal Employment Opportunity Requirements contained in Appendices B, C, G, and I of Grant funded contracts or Appendix C of non-Grant funded contracts.

### **Section 17. Reporting and Review**

The Board of Commissioners directs the District staff to report to the Board of Commissioners on an annual basis with respect to the following:

(a) The level of MBE, WBE or SBE participation achieved in each year in District construction contracts subject to Appendix D.

(b) Identification of any problems with the enforcement of Appendix D; and

(c) Any recommendations with respect to improving the implementation of Appendix D.

### **Section 18. Sunset Provision**

This Appendix D shall be reviewed no later than five years from its adoption and shall expire on June 4, 2020 unless the District finds that 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 market in the Metropolitan Chicago construction industry.

### **Section 19. Repeal of Prior Inconsistent Provisions**

All enactments and provisions heretofore adopted by this Board of Commissioners in the area of affirmative action in connection with construction contracts subject to this Ordinance that are inconsistent with the provisions of this Ordinance are hereby expressly repealed.

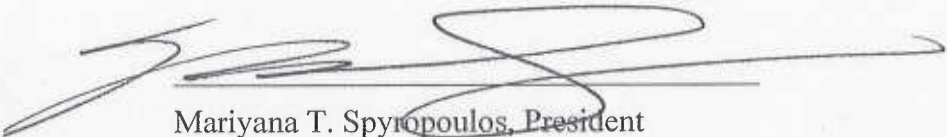
*Section 20. Severability*

If any clause, sentence, paragraph, section or part of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, the judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part of this Ordinance directly involved in the controversy in which the judgment shall have been rendered.

*Section 21. Effective Dates*

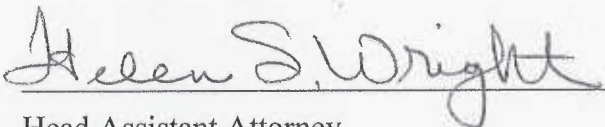
This amendment to revised Appendix D shall be effective and apply to all bids for contracts advertised after June 4, 2015.

ADOPTED:

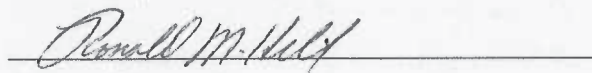


Mariyana T. Spyropoulos, President  
Board of Commissioners of the  
Metropolitan Water Reclamation  
District of Greater Chicago

Approved as to form and legality:



Head Assistant Attorney



General Counsel

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**METROPOLITAN WATER RECLAMATION DISTRICT OF  
GREATER CHICAGO**

**MBE, WBE, SBE UTILIZATION PLAN**

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

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

**All Bidders must sign the signature page UP-5 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, SBE UTILIZATION PLAN AND ALL SIGNED MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT MUST BE COMPLETED, SIGNED AND ACCOMPANY YOUR BID!!!**



The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the MBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

**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: \_\_\_\_\_

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

YES

NO

**The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE 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: \_\_\_\_\_

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

YES

NO

**The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE 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: \_\_\_\_\_

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

YES

NO

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

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the WBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

**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: \_\_\_\_\_

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

YES

NO

**The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE 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: \_\_\_\_\_

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

YES

NO

**The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE 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: \_\_\_\_\_

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

YES

NO

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

(Attach additional sheets as needed)

**SBE UTILIZATION**

Name of SBE 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, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!**

**SBE UTILIZATION**

Name of SBE 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, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid!!!**

**SBE UTILIZATION**

Name of SBE 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: \_\_\_\_\_

(Attach additional sheets as needed)

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

## 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, WBEs, and SBEs 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, SBE Utilization Plan and the MBE, WBE, SBE 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 12 (a)-(d) of the Affirmative Action Ordinance, Revised Appendix D, it files a MBE, WBE, SBE Utilization Plan or achieve a particular goal for MBE, WBE, SBE 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, WBEs, and SBEs listed in the MBE, WBE, SBE 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. D15-D16, Section 12. Utilization Plan Submission (e), (i)(i)-(xi).

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

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# MBE, WBE, SBE 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/SBE Firm) \_\_\_\_\_ MBE: Yes \_\_\_ No \_\_\_  
WBE: Yes \_\_\_ No \_\_\_  
SBE: 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/SBE 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/SBE)

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

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



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## APPENDIX I

### ILLINOIS WATER POLLUTION CONTROL REVOLVING FUND REGULATIONS

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## APPENDIX I

### ILLINOIS WATER POLLUTION CONTROL REVOLVING FUND REGULATIONS

#### 1) Audit; Access to Records:

- A) The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987): The Contractor shall also maintain the financial information and data used by the Contractor in preparation or support of any change orders and a copy of the cost summary submitted to the owner. The auditor General, the owner, the IEPA, or any of their duly authorized representatives shall have access to such books, records documents and other evidence for the purpose of inspection, audit and copying. The Contractor will provide facilities for such access and inspection.
- B) If this contract is a formally advertised, competitively awarded, fixed price contract, the Contractor agrees to include access to records as specified in subsection (1) (A) above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000 which affect the contract price. In the case of all other prime contracts, the Contractor also agrees to include access to records as specified above in all his contract and all tier subcontracts or change orders thereto directly related to project performance which are in excess of \$25,000.
- C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987).
- D) The Contractor agrees to disclosure of all information and reports resulting from access to records pursuant to subsection (1)(A) above. Where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E) Records under subsection (1) (A) above shall be maintained and made available during performance of the work under this loan agreement and until three years from the date of final loan audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
- i) negotiated prime contracts;
  - ii) negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
  - iii) subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) This right of access will generally not be exercised with respect to a prime contract, subcontract or purchase order awarded after effective price competition. In any event, such right of access shall be exercised under any type of contract or subcontract:

- i) with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
- ii) if there is any indication that fraud, gross abuse or corrupt practices may be involved.

## 2) Covenant against Contingent Fees

The Contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the owner shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## 3) Wage Provisions

The Contractor shall pay prevailing wages in accordance with the federal Davis-Bacon wage provisions, "AN ACT regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city, or any public body or any political subdivision or by anyone under contract for public works" (Ill. Rev. Stat. 1987, ch. 48, pars. 39s-1 et seq.).

### (A) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular

contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)1(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determination from the U.S. Department of Labor's web site, [www.wdol.gov](http://www.wdol.gov).

- (ii)(a) The subrecipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient agree on

the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the subrecipient to IEPA. IEPA will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the

Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (B) Withholding, the subrecipient shall upon written request of the USEPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(C) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics, including guards and watchmen, working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is

enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from IEPA. Such documentation shall be available on request of IEPA or USEPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to IEPA indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient for transmission to IEPA or USEPA, if requested by USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for

its own records, without weekly submission to the subrecipient.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete.

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347, available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site, shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection,

copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or IEPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(D) Apprentices and trainees –

(i) Apprentices. Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other

than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated



with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (E) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (F) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (G) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (H) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

- (i) The subrecipient shall periodically interview a sufficient number of employees entitled to Davis-Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from USEPA on request.
- (ii) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon Act posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon Act. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (iii) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors and subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon Act posed by contractors and subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon Act. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(iv) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(v) Subrecipients must immediately report potential violations of the Davis-Bacon Act prevailing wage requirements to the USEPA Davis-Bacon Act contact listed above and to the appropriated Department of Labor Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

(I) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipients, IEPA, USEPA, the U.S. Department of Labor, or the employees or their representatives.

(J) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

As used, the terms laborers and mechanics include watchmen and guards.

(K) Overtime requirements. No contractor or subcontractor contracting for any part of the

contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(L) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(M) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(N) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with

the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **4) DBE (MBE/WBE) Requirements**

The Contractor must meet the intent of USEPA's Disadvantaged Business Enterprise (DBE) program (40 CFR part 33).

The Contractor must provide evidence that he has taken affirmative steps, such as, but not limited to, a copy of the advertisement(s) and the record of negotiation in accordance with federal Executive Orders 11625 and 12138, to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction and services.

#### **5) Debarred or Suspended Provisions**

Successful bidder(s) shall submit certification of compliance with Federal Executive Order 12549 regarding debarment, suspension and other responsibility matters.

#### **6) Subcontracts under Construction Contract**

The award or execution of all subcontracts by a prime Contractor and the procurement and negotiation procedures used by such prime Contractor in awarding or executing such subcontracts shall comply with:

- A) All provisions of federal, State and local law;
- B) All provisions of this Part with respect to fraud and other unlawful or corrupt practices; and
- C) All provisions of this Part with respect to access to facilities, records and audit of records.
- D) The provision requiring a certification that the services of anyone that has been debarred or suspended under federal Executive Order 12549 will not be used for construction work.

#### **7) Certification**

- A) By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:
  - i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

- ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and

- iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition; and

B) Each person signing the bid shall certify that:

- i) He is the person in the bidder's organization responsible for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to subsection (7)(A) above; or

- ii) He is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsection (7)(A) above, and as their agent shall also certify. He shall also certify that he has not participated, and will not participate, in any action contrary to subsection (7)(A) above.

#### **8) Access**

The Contractor, and all sub-tier contractors, shall provide the Auditor General, the owner, the IEPA, or any of their duly authorized representatives with access to the work and sites of work under this project, including access to any books, documents, papers, and records of the contractor or subcontractor which are pertinent to the project. The Contractor shall provide facilities for such access and inspection when requested.

#### **9) Contractor Bankruptcy**

In the event of a contractor bankruptcy, the District shall notify the IEPA and shall keep the IEPA advised of any negotiations with the bonding company including any proposed settlement. The IEPA may participate in those negotiations and will advise the District of the impact of any proposed settlement to the loan agreement. The District shall be responsible for assuring that every appropriate procedure and incidental legal

requirement is observed in advertising for bids and re-awarding a construction contract.

**10) Non-discrimination Provisions**

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

**11) American Iron and Steel Requirement**

The Consolidated Appropriations Act of 2014 (Public Law 113-76) includes an “American Iron and Steel (AIS)” requirement that requires the use of iron and steel products that are produced in the United States for this contract.

A guidance document issued by USEPA is available on their website at [water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm).

The Contractor shall verify that products used in their projects comply with the AIS requirement. The Contractor shall provide one of the following two certification methods for all iron and steel products used in this contract.

i) Step Certification – Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple as long as it includes the name of the manufacturer, the location of the manufacturing facility (not company headquarters), a description of the product or item being delivered, and a signature by a manufacturer’s responsible party.

ii) Final Manufacturer Certification – The final manufacturer that delivers the iron and steel products to the worksite or contractor, provides certification that all manufacturing processes occurred in the US.

The following is a sample certification letter.

<b>Company Letterhead</b>
Date
Company Name Company Address City, State Zip
Subject: American Iron and Steel Certification for Project XX-XXX-XX
I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc., or all manufacturing) process(es) for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA’s State Revolving Fund Programs.
Item, Products and/or Materials: 1. _____ 2. _____ 3. _____
Such process took place at the following location(s): _____
If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the Engineer.
<u>Signed by company representative</u> Printed Name

Below is a listing of products covered under the AIS requirement. It is not intended to be comprehensive, but rather a guide.

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings
  - Access Hatches;
  - Ballast Screen;
  - Benches (Iron or Steel);
  - Bollards;
  - Cast Bases;

- Cast Iron Hinged Hatches, Square and Rectangular;
- Cast Iron Riser Rings;
- Catch Basin Inlet;
- Cleanout/Monument Boxes;
- Construction Covers and Frames;
- Curb and Corner Guards;
- Curb Openings;
- Detectable Warning Plates;
- Downspout Shoes (Boot, Inlet);
- Drainage Grates, Frames and Curb Inlets;
- Inlets;
- Junction Boxes;
- Lampposts;
- Manhole Covers, Rings and Frames, Risers;
- Meter Boxes;
- Service Boxes;
- Steel Hinged Hatches, Square and Rectangular;
- Steel Riser Rings;
- Trash receptacles;
- Tree Grates;
- Tree Guards;
- Trench Grates; and
- Valve Boxes, Covers and Risers.
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel
  - rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes
- Reinforced precast concrete; and
- Construction materials
  - those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the

following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens

JANUARY 2009

## **APPENDIX K**

### **DECLARATION OF POLICY**

### **SPECIAL PROVISIONS FOR APPRENTICESHIPS**

DECLARATION OF POLICY

WHEREAS, it is the policy of the Metropolitan Water Reclamation District of Greater Chicago ("Water Reclamation District") to ensure full and equitable employment opportunities for Minorities and women in the building trades on all Water Reclamation District construction contracts; and

WHEREAS, lack of employment opportunities for minorities and females in the building trades impedes economic development and contributes to the social ills of the area served by the District; and

WHEREAS, Federal and State regulations prohibit discrimination because of race, color, religion, sex or national origin in employment and training programs; and

WHEREAS, the Human Rights Act of the State of Illinois (HI. Rev. Stats., 1991, Ch. 68, Section 2-105) provides that every party to a public contract shall undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination; and

WHEREAS, the District is committed to ensuring that minorities and women are provided training and self-improvement opportunities in the building trades on Water Reclamation District construction contracts to assist in their increased employment in the building trades; and

WHEREAS, pursuant to the Board of Commissioners' direction, the Water Reclamation District staff conducted an investigation and prepared a report on the utilization of minorities and women in the building trades in the metropolitan Chicago area and on Water Reclamation District construction contracts; and

WHEREAS, the Districts report also revealed that the training opportunities currently being provided in the building trades on Water Reclamation District construction contracts is inadequate to increase significantly minority and women employment in the building trades on Water Reclamation District projects; and

WHEREAS, the Water Reclamation District's report also demonstrated that the underutilization of minorities and women in the building trades impedes their ability to form minority and women owned business in the construction industry which, in turn, impedes the achievement of the Water Reclamation District's policy of full and equitable participation by minority and women owned businesses on Water Reclamation District construction contracts, as embodied in Appendix D; and

WHEREAS, the Board of Commissioners has reviewed the report of the Water Reclamation District's staff, attended a prior study session on October 29, 1992 and heard relevant testimony on this matter, and pursuant to its authority under m. Rev. Stats., Ch. 42, Section 331.3 and in furtherance of the affirmative action requirements under Executive Order 11246, as amended, and the regulations thereunder, 41 C.F.R. § 60-4.4 and 40 C.F.R. § 8 and HI. Rev. Stats., Ch. 68, Section 2-105;

NOW, THEREFORE, the Water Reclamation District Board of Commissioners hereby amends and adopts the following revisions to Appendix C by adding the following new section designated as Section 16 in all federal or federally assisted projects and as Section 4 in all non-federal or non-federally assisted projects thereto:

Section 16 [or 4]:

- “(a) To facilitate the provision of training opportunities for minorities and women in the building trades, the Water Reclamation District shall designate specific contracts as subject to an Affirmative Action Apprentice Program;
- “(b) In selecting contracts for participation in the Affirmative Action Apprentice Program and in establishing the applicable goals for each such selected contract, the Water Reclamation District will consider the following criteria:
  - “(i) The nature of a project to ensure that it has the potential for providing effective training opportunities.
  - “(ii) Duration of the contract, work schedules for project completion and labor intensiveness of work areas.
  - “(iii) Magnitude or dollar amount of the contract
  - “(iv) Scope of work to be performed.



- “(v) Total normal building trades work force that the average low Bidder could be expected to use.
- “(vi) The ratio of apprentices to journeymen it would be feasible for the average lower Bidder to use as part of the contractor's work force during normal operations, including the consideration of the relevant provisions of any applicable collective bargaining agreement.
- “(c) For each designated contract subject to the Affirmative Action Apprentice Program, the Water Reclamation District shall establish goals for the number of minority and female apprentices in the building trades to be assigned work on the contract (expressed in terms of hours of assigned work, 1,000 hours being equivalent to approximately 6 months of full-time employment). The Bidder shall commit to the employment of minority and female apprentices on the contract equal to or greater than each of the applicable goals, provided that the established goals for minority and female participation in the apprentice program shall not require the Bidder to exceed the 19.6 percent minorities and 6.9 percent women participation goals for each trade in the Bidder's aggregate on-site construction work force established in Appendices A and B herein.
- “(d) If the Bidder finds it impossible to meet the established goals, the Bidder may seek a waiver from them accompanied by such documentation as requested by the Administrator that sufficient qualified minorities and women to meet the goals were unavailable despite the Bidder making all reasonable good faith efforts in recruiting minorities and females for said training positions. The Director of Procurement and Materials Management, after consultation with the Administrator, may grant the waiver request upon the determination that sufficient qualified minorities and women are not available for employment in the applicable training programs to meet the established goals despite the good faith efforts of the Bidder to recruit minorities and women or that applicable collective bargaining agreement provisions would prohibit the employment of apprentices on the project to the extent required by the established goals.
- “(e) Whenever a Bidder's Contractor subcontracts a portion of the work involving any construction trade, it shall physically include this provision and the applicable goals in each subcontract in excess of \$10,000.
- “(f) Within ten days following the approval of the Contractor's Bond, the Contractor shall submit to the Affirmative Action Administrator a proposed training program specifying the number of apprentices to be trained in each selected classification and the corresponding training programs to be used. In the event a subcontract is let for a portion of the work, the Contractor may determine the extent to which apprentices are to be trained by the subcontractor, but the Contractor shall retain responsibility for meeting the applicable goals or shall submit with its bid a request for a partial or total waiver of the established goals.

- '(g) A Contractor's training program will be approved only if it meets the standards set forth with regard to:
  - “(i) The primary objectives of training and upgrading minority and women workers.
  - “(ii) The training programs are approved by the Department of Labor (except with respect to any established training program for laborers).
  - “(iii) The classifications proposed must be appropriate for the specific project (i.e., the character, duration and nature of the project operations shall readily support the proposed training program.
- “(h) If the Contractor's submission is not acceptable, or, if in the opinion of the Affirmative Action Administrator, the character, duration or nature of the project operations cannot support the proposed training classification, the training program will not be approved. The Contractor's submission will be returned for correction and resubmission.
- “(i) The Contractor shall submit to the Affirmative Action Administrator a monthly report, as specified by the Administrator, detailing the usage of apprentices during the prior month.
- “(j) Where the Water Reclamation District has determine that the Contractor has failed to comply with any of the Apprentice Program requirements the Water Reclamation District may notify the Contractor of such non-compliance and withhold up to fifty percent (50%) of the current progress or final payment due the Contractor until it is determined that the Contractor is in compliance or that despite the Contractor's making all reasonable good faith efforts, it is unable to meet the established goals.
- “(k) The Contractor shall include all costs of compliance with this Apprentice Program in its bid. The Contractor shall not be entitled to any additional compensation from the Water Reclamation District for additional costs, delays or expenses of any kind arising out of or resulting from the implementation of this Program in this contract.
- “(l) The Affirmative Action Apprentices Program and these provisions shall not be construed or enforced to permit discrimination against any individual on the basis of race, color, sex or national origin with respect to employment or training opportunities on Water Reclamation District contracts."

**EXHIBIT A**  
**METROPOLITAN WATER RECLAMATION DISTRICT**  
**OF GREATER CHICAGO**  
**WAIVER REQUEST FORM - SPECIAL APPRENTICESHIP PROVISIONS**

Contract No.: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Contact Person and Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

With respect to the contract specified above, the Bidder hereby requests a total or partial waiver of the requirement that, pursuant to the Special Provisions for Apprenticeships of **Appendix C** it achieve a particular goal for minority and female apprentice participation in the contract.

The reasons for the request are as follows: Please attach all Good Faith Effort documentation to this request (See Executive Order 11246 Steps 7a through 7p.)

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Signed: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

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METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

**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 3a. The Contractor shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et. seq. Current prevailing wage rates for Cook County and/or Fulton County are determined by the Illinois Department of Labor. It is the responsibility of the Contractor to obtain and comply with any revisions to the rates should they change during the duration of the Contract.

Article 3b. 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

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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.

In the event that a grant funded contract exceeds Ten Thousand Dollars (\$10,000.00), then all the terms and conditions of the Affirmative Action Requirements shall be in effect. These requirements are included in the Contract Documents as APPENDIX C and form a part thereof.

### **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 non-Engineering Department Capital Improvement Construction Project Contracts, 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

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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



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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 insure 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.**

Article 13. The Contractor shall employ competent forepersons and laborers, and shall remove from the Project, at the request of the Engineer, any incompetent or unfaithful persons in his employ. 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.(70 ILCS 2605/11.15), or an individual who is otherwise legally authorized to work in the United States.

Employees of any Contractor or subcontractor performing work on any of the premises of any of the facilities of the Water Reclamation District shall, at all times while so engaged, wear attached to their outer garment, so as to be promptly distinguishable, a colored button or badge bearing the name of the Contractor or subcontractor and the number assigned by the employer to each such employee.

Before starting work on any project on the premises of the Water Reclamation District, the employer shall furnish to the Engineer of the Water Reclamation District a list of the employees to be engaged on such work, with their respective assigned number. The color and size of said button or badge shall be approved by the Engineer.

The Contractor will actively co-operate with the District's Police in security efforts as the Department of Homeland Security's threat level may indicate. As a minimum the Contractor will provide the District Police

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office with copies of all employee's and subcontractor's employee's drivers licenses.

#### **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

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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 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 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 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 final acceptance.

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

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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

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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 on a computer disk 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.

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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 deliver to the Engineer two (2) copies signed by the Contractor and, when requested by the Engineer, a copy of the Work Schedule on a computer disk. 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

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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 bar chart 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



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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

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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.

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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

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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 on or about the 2nd or the 4th Friday of the month and the Contractor must submit payment requests at least 15 working days prior to either of these dates in order to receive payment on that date. Such payment requests shall be submitted on partial payment voucher forms furnished by the Water Reclamation District and in the number specified. These forms shall be prepared by the Contractor including the completion of the affidavit on the back of the original form. The work completed as shown on these forms 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

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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

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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 ethic's ordinance (MWRDGC Ord. 04-001, April 22, 2004) in all dealings with all District employees. The Contractor is responsible for insuring that all subcontractors receive copies of this ordinance with their subcontract and shall insure the compliance of subcontractors, at all levels on 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 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.

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IMPORTANT NOTE TO BIDDERS  
AND  
NON-BIDDING PLANHOLDERS

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- Bidders are notified that the “**Bidding Requirements and Instructions to Bidders**” for long form contracts and the “**General Requirements, Specifications and Conditions**” for short form contracts has been changed. Please read the entire contract documents and take the information into consideration when providing your bid.
- The bid is complete when the Bidder has personally filled out and signed, in ink, the *Proposal* and *Affidavit pages*. The *Affidavit* has been properly signed and notarized. All signatures shall be original in writing, and in ink, and no proposal will be considered unless it is so signed. **Photographic and/or stamped signatures are not acceptable.** All proposals must be in “ink.” Proposals submitted in pencil will be considered non-responsive and the bid will be rejected.
- The bid deposit, in proper form and in the correct dollar amount, has been included in the bid package. The bid documents have been reviewed by the Bidder for proper instructions and information.
- The bid is being submitted on the bid forms provided by the office of the District’s Director of Procurement and Materials Management. Further, the contract documents have not been unbound. If bid forms are downloaded online from the District’s website, the Bidder is responsible to submit the complete set of contract documents. It is the Bidders’ responsibility to ensure that the contract document is submitted intact.
- The District assumes no responsibility for documents sent through the mail. Further, the District assumes no liability or responsibility for the failure or inability of any Bidder to successfully download any and all contract documents, including but not limited to specifications, proposal forms and/or plans, as a result of any type of technological computer and/or software system failure or breakdown that restricts, prohibits or prevents successful downloading of any and all District contract documents by the Bidder, whether caused by the District or other parties, directly or indirectly.
- The Bidder has verified the receipt of all contract documents, as listed in the *Agreement* or *General Requirements, Specifications, and Conditions* for any contract document, and has acknowledged the receipt of any addenda issued during the bidding period on the signature page of the Proposal. If bidding documents are available online, any addenda issued for this contract will be available online at the District’s website, [www.mwrd.org](http://www.mwrd.org) (if the contract documents are available online). Addenda will also be mailed, delivered, or faxed to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of the addenda.



IMPORTANT NOTE TO BIDDERS  
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NON-BIDDING PLANHOLDERS

CHECKLIST FOR BIDDERS

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- If the contract includes the Affirmative Action Ordinance Revised Appendix D, 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), Women- Owned Business Enterprise (WBE), or Small Business Enterprise (SBE) on pages UP-2, UP-3, and UP-4 and supplemental pages as necessary. **The Bidder must sign the Signature Section on page UP-5.** 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-5 and UP-6, 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** an original or facsimile copy of the (MBE, WBE, SBE Subcontractor's Letter of Intent, page UP-7) 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, WBE, or SBE's current letter of Certification from a state, local government, or agency or documentation demonstrating that the company is an MBE, WBE, or SBE 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, WBE, SBE Subcontractor's Letter of Intent signed by each MBE, WBE, or SBE 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 Affirmative Action office at (312) 751-4035 for assistance.

NON-BIDDING PLANHOLDERS

If, after receipt of the contract documents, you decline to submit a bid, please complete and return this sheet to the Director of Procurement & Materials Management (Fax 312-751-3042).

My company, Name \_\_\_\_\_, Vendor # \_\_\_\_\_, declines to bid on CONTRACT # \_\_\_\_\_, for the reasons checked below:

- Specifications too vague or lack sufficient information
- Bidding period too short
- Delivery period(s) for goods/services too short
- Goods/services required outside our area of business
- Other (please be specific): \_\_\_\_\_
- My firm does wish to remain on your bid list.
- Please remove my firm from your bid list.

\_\_\_\_\_  
(Signed), \_\_\_\_\_ (Title)

A PRELIMINARY LIST OF APPARENT LOW BIDDERS AND BID AMOUNTS\* FOR THE MOST RECENT BID OPENING MAY BE VIEWED BY VISITING [WWW.MWRD.ORG](http://WWW.MWRD.ORG) , UNDER BID OPENING RESULTS.

\*Bids are subject to review for completeness, accuracy and compliance with all the terms and conditions provided in the Contract Documents.