

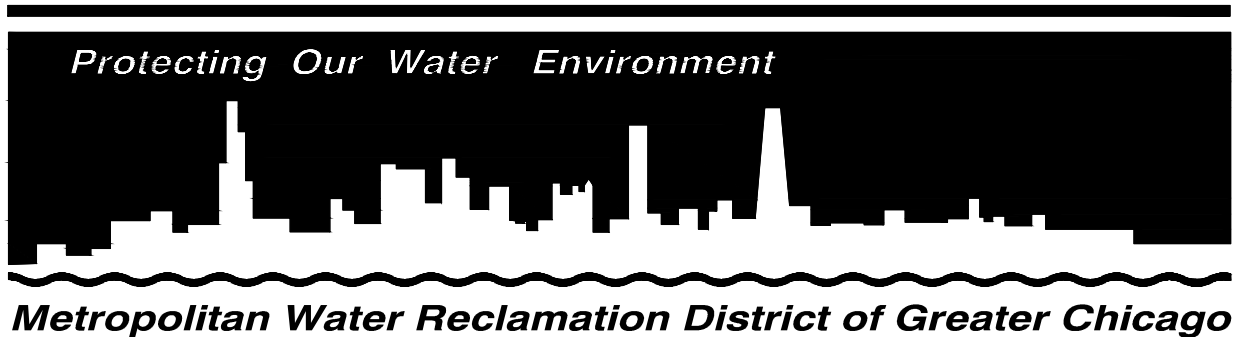
Contract Documents

for

Flood Control Project on Midlothian Creek in Robbins, Illinois, CSA

Little Calumet River Watershed
Robbins, Illinois

Contract 14-253-5F



Room 508, 100 East Erie Street

Chicago, Illinois 60611

Volume 1 of 4

SIGNATURE BOOK FOR SUBMISSION OF BID February 2024

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**METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FLOOD CONTROL PROJECT ON MIDLOTHIAN CREEK IN ROBBINS, ILLINOIS, CSA**

CONTRACT 14-253-5F

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

FLOOD CONTROL PROJECT ON MIDLOTHIAN CREEK IN ROBBINS, ILLINOIS, CSA
CONTRACT 14-253-5F

PROPOSALS ARE DUE TUESDAY, APRIL 2, 2024

Sealed Proposals, endorsed as above, will be submitted back to the District via an electronic upload to the Bonfire Portal only, from the date of the Invitation to Bid, up to 11:00 A.M. Central Time (“CT”), on the bid opening date, and will be opened publicly by the Director of Procurement and Materials Management or her designee at 11:00 A.M. CT on Tuesday, April 2, 2024. The public cannot attend but can view the bid opening at <https://mwrld.org/bid-opening>.

NO BIDS WILL BE ACCEPTED AFTER 11:00 A.M. CT ON THE ABOVE SCHEDULED BID DATE. ALL BIDS FAXED, EMAILED, OR HAND DELIVERED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE BIDDER. THERE IS NO BID DEPOSITORY SAFE AVAILABLE FOR MAILING OR HAND DELIVERING BIDS. THE DISTRICT WILL ONLY ACCEPT BIDS ELECTRONICALLY UPLOADED TO THE BONFIRE PORTAL (<https://mwrld.bonfirehub.com/>). PLEASE SEE SPECIFIC INSTRUCTIONS ON HOW TO UPLOAD YOUR BID TO THE BONFIRE PORTAL IN THE BID DOCUMENT ENTITLED “SUBMISSION VIA THE BONFIRE PORTAL.”

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

Tenders are invited for the work consisting of furnishing all materials, labor, and equipment required for:

- a. Construction of a rain garden (approximately 12,000 square feet) and approximately 1,250 linear feet of bioswales along Sawyer Ave. and Spaulding Ave. between 139th St. and 137th St., and on 138th St. between Kedzie Ave. and Sawyer Ave. in Robbins, IL, including clearing; debris removal and disposal; topsoil stripping and stockpiling; unsuitable and surplus topsoil, soil, rock, and other material removal and disposal; grading; topsoil import; plantings; culvert and manhole installation; pavement removal and replacement associated with culvert installation; and monitoring, maintenance, and reporting.

- b. Improvements to Midlothian Creek between 139th St. and 137th St. in Robbins, IL, including clearing; debris removal and disposal; topsoil stripping and stockpiling; excavation; unsuitable and surplus topsoil, soil, rock, and other material removal and disposal; fill; grading; construction of diversion weir structure; removal and replacement of existing sidewalk; topsoil import; plantings; installation of in-channel pools and riffles; and monitoring, maintenance, and reporting.
- c. Construction of 1,120 linear feet of storm sewer along Midlothian Creek between 139th St. and 137th St. and 130 linear feet of storm sewer beneath Kedzie Ave. in Robbins, IL, including manholes; and connection to existing 84-inch diameter storm sewer near the intersection of 137th St. and Kedzie Ave.; and including associated pavement removal and replacement. Storm sewer beneath Kedzie Ave. requires bored and jacked installation.
- d. Construction of a stormwater park near 137th St. and Kedzie Ave. in Robbins, IL, including clearing; debris removal and disposal; utility removal; topsoil stripping and stockpiling; earth and rock excavation; unsuitable and surplus topsoil, soil, rock, and other material removal and disposal; contaminated soil removal and disposal; grading; construction of pond inlet structure; construction of fish habitats; landscaping; topsoil import; plantings; mown lawn paths; channel dredging and debris clearing in Midlothian Creek between 137th St. and Sacramento Ave.; and monitoring, maintenance, and reporting.
- e. Construction of approximately 800 linear feet of diversion channel from the stormwater park to the intersection of 135th St. and Claire Blvd. in Robbins, IL, including clearing; debris removal and disposal; utility removal; topsoil stripping and stockpiling; earth and rock excavation; unsuitable and surplus topsoil, soil, rock, and other material removal and disposal; contaminated soil removal and disposal; grading; landscaping; topsoil import; plantings; mown lawn paths; and channel drop structures.
- f. Construction of paved access and walking paths in the stormwater park and along the diversion channel, including asphalt road and parking area, precast concrete bridge, asphalt paths, concrete sidewalks, and decomposed granite landings.
- g. Perform other work as detailed in the Specifications and as shown on the Plans.

The project site is bounded by W. 139th to the south, W. 135th St. to the north, Spaulding Ave. to the West, and Sacramento Ave. to the east.

The District intends to issue one Contract to one bidder for all the work to be performed.

The Engineer's estimated cost for this contract, including all cost items, is between **\$17,225,823.70** and **\$20,852,312.90**.

The bid deposit for this proposal is **\$600,000.00**.

A Voluntary Pre-Bid Site Walk-Through will be held on Wednesday, February 28, 2024, at 10:00 A.M., CT, at the Robbins Village Hall, 3327 W 137th St, Robbins, Illinois. Potential bidders must meet at the Robbins Village Hall, 3327 W 137th St, Robbins, Illinois, in the Village Board Room, at 9:45 A.M. Potential bidders will walk to the project site for the Walk-Through. There will be no question and answer session during the Mandatory Pre-Bid Site Walk-Through. Attendees are advised

to bring a hard hat and appropriate foot wear for an industrial type of facility, along with a current copy of their business card. Potential bidders may raise any questions they may have at the Technical Pre-Bid Conference.

The Voluntary Technical Pre-Bid Conference will be held on Wednesday, February 28, 2024, at 11:30 A.M., CT, at the Robbins Village Hall, 3327 W 137th St, Robbins, Illinois, in the Village Board Room. The purpose of the Pre-Bid Technical Conference is to review the scope of work, to provide for identification and discussion of potential problems that might arise during the administration of this Contract, and to seek clarification of technical or procedural aspects of this Contract.

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.

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

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

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

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

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

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

Each proposal must be accompanied by a bid deposit in the form of a bid bond in the amount of **Six Hundred Thousand Dollars (\$600,000.00)**. Each bid bond must be underwritten by a surety licensed to do business in the State of Illinois, listed in the latest copy of the Federal Register and approved by the Director of Procurement and Materials Management. The bid bond must contain signatures from the Bidder and Surety Company. Failure to provide signatures on the bid bond will result in rejection of the bid. Photographic and/or stamped signatures are acceptable. Any proposal submitted without being accompanied by the required bid deposit, in the aforesaid form, will not be considered and will not be read after it is publicly opened.

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

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. The Agreement and Certificate of Compliance are contained in the Contract Documents.

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

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 the Appendix K and to provide training opportunities throughout the life of the contract. The requirements of the Special Training Provisions for Apprentices are 1,240 minority hours and 440 female hours for the purposes of this contract.

The bidder shall submit with the Proposal a signed and completed MBE/WBE Utilization Plan, which lists the firms intended to be used as MBE/WBE, the type of work or service each will perform, and the dollar amount to be allocated to each MBE/WBE.

1. Each Bidder must submit with their proposals a signed and completed MBE/WBE Utilization Plan which lists each business intended to be used as a MBE and WBE on pages UP-2 and UP-3 and supplemental pages as necessary. The Bidder must sign the Signature Section page on UP-4. Failure to submit a signed MBE/WBE Utilization Plan will result in a bid being deemed non-responsive and the bid will be rejected. Also, if a Waiver is sought, the Bidder is required to sign pages UP-4 and UP-5, 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 Subcontractor's Letter of Intent, page UP-6 for each subcontractor listed on their MBE/WBE Utilization Plan. The submitted MBE/WBE Subcontractor's Letter of Intent must be completed and signed by the subcontractor and accompanied with a copy of the subcontractor's current Letter of Certification from a state, local government or agency or documentation demonstrating that the subcontractor is a MBE or WBE within the meaning of the Affirmative Action Ordinance, Revised Appendix D. Failure to submit the MBE/WBE Utilization Plan signed by the Bidder at the time of the bid opening and the MBE/WBE Subcontractor's Letter of Intent signed by each MBE and WBE will be viewed as non-responsive and the bid will be rejected.
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 or WBE supplier for more than 50% of each respective MBE or WBE goal, unless the Administrator has authorized a Supplier's Exception notated on page AU-1.
4. Each Bidder must submit with their proposals a completed VBE Commitment Form which lists each business intended to be used as a VBE. The Bidder must make a "Good Faith Effort" to identify eligible Veteran Owned-Businesses by completing the VBE Commitment Form. If the Bidder is unable to identify qualified VBE subcontractors capable of providing goods or services required by the contract, the Bidder must write "no participation" on the VBE Commitment Form. Where a Bidder has failed to meet the VBE participation goal, the Administrator shall require the Contractor to submit a Veteran's Business Enterprise Good Faith Efforts Documentation Request Form and provide additional documentation of its good faith efforts in attempting to fulfill the VBE goal.
5. The Contractor must use the District's online compliance monitoring system administered by the Diversity Section for payment and reporting purposes, in order to fulfill the Affirmative Action Program requirements.

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

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

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 work under this contract is classified "General and Heavy Construction" for the MBE, WBE, and VBE utilization goals contained in the Affirmative Action Ordinance Revised Appendix D. The associated goals are 20% Minority-owned Business Enterprises, 10% Women-owned Business Enterprises, and 3% Veteran-owned Business Enterprises.

It is required that the prospective bidder indicates participation by signing each applicable MBE/WBE Utilization Plan contained with the Contract Documents.

The bidder to whom the contract is awarded must be prepared to comply with the requirements of the Affirmative Action Ordinance Revised Appendix D and the Appendix V 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.mwrld.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 George Velez. 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
February 14, 2024

BONFIRE-1

SUBMISSION VIA THE BONFIRE PORTAL

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

BONFIRE-2

REQUIRED DOCUMENTS TO BE INCLUDED WITH THE BID SUBMISSION

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

1. Proposal Signature Page and Affidavit Page (AF-1) filled out, signed and notarized, where required.
2. Proposal pages with bid prices.
3. Appendix D Utilization Plan and Signature Page, pages UP-1 to UP-5.
4. Subcontractor's letter of intent for each firm listed on utilization plan, page UP-6.
5. Exhibit A - Waiver Request Form (page K-5) - Special Apprenticeship Provision, if applicable.
6. Appendix V Veterans Form.
7. MPLA forms, if applicable (this is optional for vendors to send at time of bid opening, but it will be needed prior to award).
8. Bid Bond.

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

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

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

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

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

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

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

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

responsible to submit contract documents back to the District as instructed in the Invitation to Bid page as an upload via the Bonfire portal.

12. When the Bidder is a corporation, the Proposal must be signed in the name of the corporation by the President and Secretary of the corporation with their address and telephone number shown. If the Proposal is executed by other than the President and Secretary, such officer or agent must present a certified copy of a resolution of the Board of Directors authorizing execution by the designated parties or a statement on company letterhead by an officer authorized to delegate authority, together with proof of that authority, indicating that he is authorized to sign said Proposal and that the corporation is currently in good standing with the Illinois Secretary of State. In the event that a corporation or LLC is the successful Bidder, such corporation shall present evidence, before a Contract is executed, that it is authorized to do business in the state of Illinois which may include a print-out from the Illinois Secretary of State's website. As of July, 2005, the website is 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."

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

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

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

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

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

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

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

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

27. If Revised Appendix D and/or Appendix V 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.

28. 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.

29. The Director of Procurement and Materials Management reserves the right to waive technicalities and to reject any or all proposals.
30. 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 Rates posted on 1/25/2024

R-7

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	H/W						
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.75	52.75	2.0	1.5	2.0	2.0	17.33	22.00	0.00	1.15	0.00	1.50	3.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION ELECTRICIAN	All	BLD		48.66	58.37	1.5	1.5	2.0	2.0	13.90	14.40	1.25	1.31	0.25	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		46.92	66.00	1.5	1.5	2.0	2.0	10.21	15.83	0.00	2.54	0.00	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		60.15	66.00	1.5	1.5	2.0	2.0	13.08	20.29	0.00	3.25	0.00	0.00	0.00
ELECTRICIAN	All	ALL		53.80	58.37	1.5	1.5	2.0	2.0	18.65	19.55	1.25	1.81	0.60	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
FENCE ERECTOR	All	ALL		48.48	50.48	1.5	1.5	2.0	2.0	13.68	18.32	0.00	0.75	0.00	0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00

Cook County Prevailing Wage Rates posted on 1/25/2024

OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	1	64.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	2	63.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	3	58.55	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	4	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	5	66.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT	6	54.05	64.55	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		55.01	57.51	2.0	2.0	2.0	2.0	14.23	26.00	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		51.55	57.99	1.5	1.5	1.5	2.0	14.76	15.69	0.00	1.86	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		45.49	51.09	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		48.75	51.68	1.5	1.5	2.0	2.0	17.33	20.33	0.00	1.15	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.25	54.25	1.5	1.5	2.0	2.0	11.83	16.14	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		51.15	55.24	1.5	1.5	2.0	2.0	14.18	28.45	0.00	1.05	0.00	0.00	0.00

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SIGN HANGER	All	BLD		35.72	38.58	1.5	1.5	2.0	2.0	7.15	4.60	0.00	0.00	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		56.60	59.35	1.5	1.5	2.0	2.0	14.45	18.80	0.00	0.75	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	1	41.75	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	2	42.00	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	3	42.20	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	E	ALL	4	42.40	42.40	1.5	1.5	2.0	2.0	12.80	15.74	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	1	42.18	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	2	42.33	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	3	42.53	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	W	ALL	4	42.73	42.73	1.5	1.5	2.0	2.0	11.20	15.46	0.00	0.15	0.00	0.00	0.00
TUCK POINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

Legend

Rg Region

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

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations COOK COUNTY

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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

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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;

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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

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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.

Class 6. ROV Pilot, ROV Tender

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.

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TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

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.

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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".

JUNE 2020

AU-1

AUTHORITY FOR ATTACHED PROPOSAL

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

The following proposal must be submitted in accordance with the Invitation to Bid made by the Director of Procurement and Materials Management of the Metropolitan Water Reclamation District of Greater Chicago, dated February 14, 2024.

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 Darlene A. LoCascio
Director of Procurement and
Materials Management

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

(VENDOR MUST UPLOAD INTO BONFIRE PORTAL)

P-1

**METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
PROPOSAL FOR
FLOOD CONTROL PROJECT ON MIDLOTHIAN CREEK IN ROBBINS ILLINOIS, CSA
CONTRACT 14-253-5F**

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

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

The Lump Sum Price for Item 1 and the Total Bid Amount must be written in words and figures or the bid will be rejected. **In the event that there is a discrepancy between the “Written in Words” and the “Written in Figures” amounts, the “Written in Words” amounts shall govern.**

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 and all appliances and appurtenances necessary for full completion of the work, in place as specified, at the lump sum price of:

(VENDOR MUST UPLOAD INTO BONFIRE PORTAL)

P-2

PROPOSAL FORM

TOTAL BID PRICE

For the construction of all work required to complete the entire project as shown in the plans and specifications for the Lump Sum Item 1 price of:

_____ Dollars
(Written in Words Amount)

_____ Dollars
(Written in Words Amount)

and _____ Cents
(Written in Words Amount)

(\$ _____).
(Written in Figures Amount)

In any event where there is a discrepancy between the “written in words” and “written in figures” amount, the “written in words” amount shall govern.

PROGRESS PAYMENT PRICE BREAKDOWN BY PERCENT

For purposes of Progress Payment only, and irrespective of any estimate the bidder may prepare, the Engineer has determined the value of each Item as described in the Contract Documents to be that percentage of the total bid price shown on the following pages:

(VENDOR MUST UPLOAD INTO BONFIRE PORTAL)

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ITEM	DESCRIPTION	PERCENTAGE OF LUMP SUM PRICE
Item 1.a	Construction of a rain garden (approximately 12,000 square feet) and approximately 1,250 linear feet of bioswales along Sawyer Ave. and Spaulding Ave. between 139th St. and 137th St., and on 138th St. between Kedzie Ave. and Sawyer Ave. in Robbins, IL, including clearing; debris removal and disposal; topsoil stripping and stockpiling; unsuitable and surplus topsoil, soil, rock, and other material removal and disposal; grading; topsoil import; plantings; culvert and manhole installation; pavement removal and replacement associated with culvert installation; and monitoring, maintenance, and reporting.	2%
Item 1.b	Improvements to Midlothian Creek between 139th St. and 137th St. in Robbins, IL, including clearing; debris removal and disposal; topsoil stripping and stockpiling; excavation; unsuitable and surplus topsoil, soil, rock, and other material removal and disposal; fill; grading; construction of diversion weir structure; removal and replacement of existing sidewalk; topsoil import; plantings; installation of in-channel pools and riffles; and monitoring, maintenance, and reporting.	7%
Item 1.c	Construction of 1,120 linear feet of storm sewer along Midlothian Creek between 139th St. and 137th St. and 130 linear feet of storm sewer beneath Kedzie Ave. in Robbins, IL, including manholes; and connection to existing 84-inch diameter storm sewer near the intersection of 137th St. and Kedzie Ave.; and including associated pavement removal and replacement. Storm sewer beneath Kedzie Ave. requires bored and jacked installation.	10%
Item 1.d	Construction of a stormwater park near 137th St. and Kedzie Ave. in Robbins, IL, including clearing; debris removal and disposal; utility removal; topsoil stripping and stockpiling; earth and rock excavation; unsuitable and surplus topsoil, soil, rock, and other material removal and disposal; contaminated soil removal and disposal; grading; construction of pond inlet structure; construction of fish habitats; landscaping; topsoil import; plantings; mown lawn paths; channel dredging and debris clearing in Midlothian Creek between 137th St. and Sacramento Ave.; and monitoring, maintenance, and reporting.	50%

(VENDOR MUST UPLOAD INTO BONFIRE PORTAL)

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Item 1.e	Construction of approximately 800 linear feet of diversion channel from the stormwater park to the intersection of 135th St. and Claire Blvd. in Robbins, IL, including clearing; debris removal and disposal; utility removal; topsoil stripping and stockpiling; earth and rock excavation; unsuitable and surplus topsoil, soil, rock, and other material removal and disposal; contaminated soil removal and disposal; grading; landscaping; topsoil import; plantings; mown lawn paths; and channel drop structures.	17%
Item 1.f	Construction of paved access and walking paths in the stormwater park and along the diversion channel, including asphalt road and parking area, precast concrete bridge, asphalt paths, concrete sidewalks, and decomposed granite landings.	10%
Item 1.g	Mobilization	4%
PERCENT OF THE BID PRICE		100.0%

Once the contract is signed, the Progress Payment Price Breakdown, also known as the Schedule of Values (SOV), becomes a contractual payment device. Within one (1) week of signing the contract, the Contractor may petition the Engineer to adjust the SOV based upon the subcontract amounts assigned to each line item in the SOV. The Contractor's self performance costs and mobilization cannot be adjusted. Only those line items with a total subcontract cost greater than 10% of the original SOV can be adjusted with offsetting adjustments in other lines. The Engineer must find significant deviations to grant a petition for readjustment of the SOV.

MOBILIZATION

The Engineer has determined that for purposes of progress payment, the value of mobilization as shall be 4 percent of the bid amount for this Contract.

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

- a. Submittal of insurance and approval thereof by the Engineer.
- b. Assignment and approval of a Technical Engineer and a Safety Representative for the project.
- c. Submittal and approval of an acceptable As-Planned Work Schedule.
- d. Submittal and approval of a detailed cost breakdown for Lump Sum Items.
- e. Submittal and approval of a Submittal Schedule for the entire project.

(VENDOR MUST UPLOAD INTO BONFIRE PORTAL)

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- f. Submittal of a Soil Erosion and Sediment Control Plan and a Water Control Plan and acceptance by the MWRDGC and the Soil and Water Conservation District
- g. Submittal of a traffic control plan and approval by the authorities having jurisdiction.
- h. Submittal and acceptance of preconstruction photographs.
- i. Attendance of District provided Project Management System training session, in accordance with Specification Section 01 32 50.
- j. Placement in service at the job site of operating engineer's field office with all necessary utilities in accordance with Specification Section 01 50 00.

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

PROPOSAL REQUIREMENTS

The Bidder hereby guarantees that all material, equipment and appurtenances furnished under this Proposal will be free from defects in design, workmanship, manufacture and installation, and will be capable of continuous satisfactory operation under the conditions as specified. In submitting this Proposal, the Bidder represents and warrants the availability of the necessary skilled tradespeople and other classifications of labor necessary to perform the work required, and furthermore, the prior work experience stipulated in the Affidavit reflects such expertise.

In accordance with the requirements set forth in the attached "**Bidding Requirements**," there is deposited herewith the sum of **Six Hundred Thousand Dollars (\$600,000.00)** which under the terms mentioned entitles the Bidder to submit a Proposal on said work, the said sum to be returned to Bidder upon the faithful performance of all the conditions set forth in the Bidding Requirements.

It is understood that in the event the Bidder is awarded a contract for the work herein mentioned, and shall fail or refuse to execute the same and furnish the specified bond within thirteen (13) calendar days after receiving notice of the award of said contract, then the sum of **Six Hundred Thousand Dollars (\$600,000.00)** deposited herewith, shall be retained by the Water Reclamation 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 Water Reclamation District will sustain in such event.

Further it is understood that compliance with the President's Executive Order No. 11246, as amended, is required. 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).

AFFIRMATIVE ACTION ORDINANCE

Submitted with this Proposal is a signed and completed Utilization Plan, which lists the firms intended to be used as MBE/WBE, the type of work or service each will perform, and the dollar amount to be allocated to each MBE/WBE.

(VENDOR MUST UPLOAD INTO BONFIRE PORTAL)

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1. Each Bidder must submit with their proposals a signed and completed MBE/WBE Utilization Plan which lists each business intended to be used as a MBE and WBE on pages UP-2 and UP-3 and supplemental pages as necessary. The Bidder must sign the Signature Section page on UP-4. Failure to submit a signed MBE/WBE Utilization Plan will result in a bid being deemed non-responsive and the bid will be rejected. Also, if a Waiver is sought, the Bidder is required to sign pages UP-4 and UP-5, 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 Subcontractor's Letter of Intent, page UP-6 for each subcontractor listed on their MBE/WBE Utilization Plan. The submitted MBE/WBE Subcontractor's Letter of Intent must be completed and signed by the subcontractor and accompanied with a copy of the subcontractor's current Letter of Certification from a state, local government or agency or documentation demonstrating that the subcontractor is a MBE or WBE within the meaning of the Affirmative Action Ordinance, Revised Appendix D. Failure to submit the MBE/WBE Utilization Plan signed by the Bidder at the time of the bid opening and the MBE/WBE Subcontractor's Letter of Intent signed by each MBE and WBE will be viewed as non-responsive and the bid will be rejected.
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 or WBE supplier for more than 50% of each respective MBE or WBE, goal, unless the Administrator has authorized a Supplier's Exception notated on page AU-1.
4. Each Bidder must submit with their proposals a completed VBE Commitment Form which lists each business intended to be used as a VBE. The Bidder must make a "Good Faith Effort" to identify eligible Veteran Owned-Businesses by completing the VBE Commitment Form. If the Bidder is unable to identify qualified VBE subcontractors capable of providing goods or services required by the contract, the Bidder must write "no participation" on the VBE Commitment Form. Where a Bidder has failed to meet the VBE participation goal, the Administrator shall require the Contractor to submit a Veteran's Business Enterprise Good Faith Efforts Documentation Request Form and provide additional documentation of its good faith efforts in attempting to fulfill the VBE goal.
5. The Contractor must use the District's online compliance monitoring system administered by the Diversity Section for payment and reporting purposes, in order to fulfill the Affirmative Action Program requirements.

It is understood that even if the Bidder requests a waiver and/or offers itself to meet any of the Affirmative Action Ordinance Revised Appendix D goals, **SIGNING** the Utilization Plan is **MANDATORY**. The name of the Bidder is shown in the appropriate space(s) if the Bidder offers itself to satisfy any of the Affirmative Action Ordinance Revised Appendix D goals.

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

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Subsequent to the bid opening and if it is determined by the Affirmative Action Administrator that a Contractor's Information form is required, the Bidder must complete and submit the form within three (3) days of receiving the written request itself.

The work under this Contract is classified "General Construction Services" for MBE, WBE, and VBE utilization goals contained in the Affirmative Action Ordinance Revised Appendix D. The associated goals are 20% Minority-owned Business Enterprise (MBE), 10% Women-owned Business Enterprises (WBE), and 3% Veteran-owned Business Enterprises (VBE).

The Bidder, if awarded the contract, is prepared to comply with the requirements of the Affirmative Action Ordinance Revised Appendix D and the Appendix V during the life of the Contract.

SPECIAL TRAINING PROVISIONS

The Bidder agrees to fulfill the Special Training Provisions for Apprentices as specified in Appendix K and to provide training opportunities throughout the life of this contract. The requirements of the Special Training Provisions for Apprentices are 1,240 minority hours and 440 female hours for the purpose of this contract.

MULTI-PROJECT LABOR AGREEMENT

Prior to award of the contract, the lowest responsible bidder must demonstrate compliance with the District's 2017 Multi-Project Labor Agreement (MPLA) by submitting to the Director of Procurement and Materials Management a signed Certification of Compliance with the 2017 MPLA (attached to the Agreement). That Agreement provides that the lowest responsible bidder and its subcontractors of whatsoever tier level must have or agree to be bound by and operate under a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department, and the Chicago and Cook County Building and Construction Trades Council or their affiliates. The bidder, if awarded the contract, is prepared to comply with the terms and conditions of that Agreement. 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.

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.

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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.

CORPORATE NAME

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 status of corporations on the Illinois Secretary of State's official website at www.cyberdriveillinois.com.

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

CONTRACT COST ADJUSTMENT

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 cost for time extensions granted on the contract. The sole compensation for delay is additional contract time.

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

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

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

(VENDOR MUST UPLOAD INTO BONFIRE PORTAL)

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PROPOSAL SIGNATURE PAGE

The Bidder hereby accepts the invitation of the Metropolitan Water Reclamation District of Greater Chicago to submit this Proposal with the understanding that it will not be cancelled 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 version to state your firm's name.** If your firm is a Corporation or a LLC your firm must be in good standing and authorized to transact business in the State of Illinois through the Secretary of State's Office. Failure to do so may be cause to declare your bid non-responsive.

Dated this _____ day of _____ A.D. , 2024.

LEGAL NAME OF FIRM _____

SIGNATURE OF AUTHORIZED OFFICER _____

PRINT NAME OF OFFICER _____

TITLE OF OFFICER _____

ADDRESS _____

TELEPHONE _____ EMAIL _____

FEDERAL TAX IDENTIFICATION NUMBER _____

ATTEST:

_____(Seal)
(Signature of Secretary)

(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 NOTARIZED WHERE INDICATED.

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

Addendum No.(s) _____

(VENDOR MUST UPLOAD INTO BONFIRE PORTAL)

April 2023

AF-1
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
AFFIDAVIT

N.B. THE FOLLOWING AFFIDAVIT MUST BE EXECUTED.

State of _____ }

County of _____ }

_____, being duly sworn says that he is

1) Sole Proprietor of _____ ;

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

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

Year	Party	Kind of Work	Total Amount

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

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

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

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

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

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

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

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

Signature of Bidder

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY

OF _____ A.D., 20 _____

Notary Public

**AGREEMENT
WITH
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR
FLOOD CONTROL PROJECT ON MIDLOTHIAN CREEK IN ROBBINS, ILLINOIS, CSA
CONTRACT 14-253-5F**

This Agreement made and entered into this _____ day of _____ A.D., 2024, by and between the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois, hereinafter designated the District, and _____ hereinafter designated the Contractor.

WITNESSETH: That the said Contractor has covenanted, contracted and agreed and by these presents does covenant, contract and agree with the said District, for and in consideration of the payments made as provided for herein, to the Contractor by the said District, and under the penalty expressed in the bond hereto attached, at his proper costs and expense to do all the work and furnish all materials, tools, plant, equipment, labor and all appliances and appurtenances called for by this Agreement (free from all claims, liens and charges whatsoever against monies due or to become due to the Contractor), in the manner and under the conditions hereinafter specified, that are necessary for the construction of or work required as specified in the contract documents, FLOOD CONTROL PROJECT ON MIDLOTHIAN CREEK IN ROBBINS, ILLINOIS, CSA, CONTRACT 14-253-5F.

LOCATION

The project site is bounded by W. 139th to the south, W. 135th St. to the north, Spaulding Ave. to the West, and Sacramento Ave. to the east.

DESCRIPTION OF WORK

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

- a. Construction of a rain garden (approximately 12,000 square feet) and approximately 1,250 linear feet of bioswales along Sawyer Ave. and Spaulding Ave. between 139th St. and 137th St., and on 138th St. between Kedzie Ave. and Sawyer Ave. in Robbins, IL, including clearing; debris removal and disposal; topsoil stripping and stockpiling; unsuitable and surplus topsoil, soil, rock, and other material removal and disposal; grading; topsoil import; plantings; culvert and manhole installation; pavement removal and replacement associated with culvert installation; and monitoring, maintenance, and reporting.
- b. Improvements to Midlothian Creek between 139th St. and 137th St. in Robbins, IL, including clearing; debris removal and disposal; topsoil stripping and stockpiling; excavation; unsuitable and surplus topsoil, soil, rock, and other material removal and disposal; fill; grading; construction of diversion weir structure; removal and replacement of existing

sidewalk; topsoil import; plantings; installation of in-channel pools and riffles; and monitoring, maintenance, and reporting.

- c. Construction of 1,120 linear feet of storm sewer along Midlothian Creek between 139th St. and 137th St. and 130 linear feet of storm sewer beneath Kedzie Ave. in Robbins, IL, including manholes; and connection to existing 84-inch diameter storm sewer near the intersection of 137th St. and Kedzie Ave.; and including associated pavement removal and replacement. Storm sewer beneath Kedzie Ave. requires bored and jacked installation.
- d. Construction of a stormwater park near 137th St. and Kedzie Ave. in Robbins, IL, including clearing; debris removal and disposal; utility removal; topsoil stripping and stockpiling; earth and rock excavation; unsuitable and surplus topsoil, soil, rock, and other material removal and disposal; contaminated soil removal and disposal; grading; construction of pond inlet structure; construction of fish habitats; landscaping; topsoil import; plantings; mown lawn paths; channel dredging and debris clearing in Midlothian Creek between 137th St. and Sacramento Ave.; and monitoring, maintenance, and reporting.
- e. Construction of approximately 800 linear feet of diversion channel from the stormwater park to the intersection of 135th St. and Claire Blvd. in Robbins, IL, including clearing; debris removal and disposal; utility removal; topsoil stripping and stockpiling; earth and rock excavation; unsuitable and surplus topsoil, soil, rock, and other material removal and disposal; contaminated soil removal and disposal; grading; landscaping; topsoil import; plantings; mown lawn paths; and channel drop structures.
- f. Construction of paved access and walking paths in the stormwater park and along the diversion channel, including asphalt road and parking area, precast concrete bridge, asphalt paths, concrete sidewalks, and decomposed granite landings.
- g. Perform other work as detailed in the Specifications and as shown on the Plans.

CONTRACT DOCUMENTS

The Contract Documents consist of the following:

VOLUME 1 OF 4 – SIGNATURE BOOK

VOLUME 2 OF 4 – SPECIFICATIONS

VOLUME 3 OF 4 – SUPPLEMENTAL INFORMATION

VOLUME 4 OF 4 – PLANS

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

The above listed Contract Documents are attached hereto. 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.

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

The Contractor may obtain, at his own cost, additional full-size prints of the Contract Plans by having an approved blueprint supplier pick up a CD containing TIFF images of the original drawings at the District's Engineering Department Vault, make the prints, and immediately return the CD to the Engineering Department Vault. Arrangements for this service shall be made by contacting the Vault personnel (312) 751-5932 at least 24 hours prior to the pick-up time of the drawings.

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 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.

SUBLETTING WORK

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

BOND(S)

The Contractor agrees to furnish a Contractor's Bond in the sum of one hundred (100%) percent 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.

RESTORATION WORK

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

ACCESS TO JOB SITE AND SECURITY

The Contractor agrees to comply with all Security Requirements of the Water Reclamation District. The Contractor agrees to use the entrances indicated on the contract plans for transportation of any personnel equipment and material to and from job site.

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

ACCIDENT AND SAFETY REPORTS

The Contractor 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 (OSHA) or any other governmental agencies.

OPERATION OF THE EXISTING FACILITIES

The Contractor shall be responsible for maintaining access for residents and business owners within Contractor's active construction area and submit their local maintenance of traffic plan to the Engineer for review and approval.

It should be further noted that the Contractor may have to cooperate with other construction projects which the Water Reclamation District has determined to be performed simultaneously with this project. The Contractor shall arrange his work and agrees to cooperate with the District and any other contractor(s) or municipal/government agency as to not interfere with any other construction projects in the defined project limits/area. Utility relocations or other activities shall be coordinated and scheduled with the District Engineer (Engineer) and affected municipality or other governmental agency/stakeholder, as defined by the Engineer, not less than 10 calendar days in advance of that activity.

AFFIRMATIVE ACTION ORDINANCE

The Contractor agrees to comply with the requirements, goals, terms and conditions of the Affirmative Action Ordinance Revised Appendix D and the Appendix V throughout the life of the Contract. The work under this Contract is classified as "General Construction Services" for the MBE, WBE, and VBE Utilization Goals contained in the Affirmative Action Ordinance Revised Appendix D and Appendix V. The associated goals are 20% Minority-owned Business Enterprises (MBE), 10% Women-owned Business Enterprises (WBE), and 3% Veteran-owned Business Enterprises (VBE).

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

required to sign pages UP-4 and UP-5, 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 Subcontractor's Letter of Intent, page UP-6 for each subcontractor listed on their MBE/WBE Utilization Plan. The submitted MBE/WBE Subcontractor's Letter of Intent must be completed and signed by the subcontractor and accompanied with a copy of the subcontractor's current Letter of Certification from a state, local government or agency or documentation demonstrating that the subcontractor is a MBE or WBE within the meaning of the Affirmative Action Ordinance, Revised Appendix D. Failure to submit the MBE/WBE Utilization Plan signed by the Bidder at the time of the bid opening and the MBE/WBE Subcontractor's Letter of Intent signed by each MBE and WBE will be viewed as non-responsive and the bid will be rejected.
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 or WBE supplier for more than 50% of each respective MBE or WBE goal, unless the Administrator has authorized a Supplier's Exception notated on page AU-1.
4. Each Bidder must submit with their proposals a completed VBE Commitment Form which lists each business intended to be used as a VBE. The Bidder must make a "Good Faith Effort" to identify eligible Veteran Owned-Businesses by completing the VBE Commitment Form. If the Bidder is unable to identify qualified VBE subcontractors capable of providing goods or services required by the contract, the Bidder must write "no participation" on the VBE Commitment Form. Where a Bidder has failed to meet the VBE participation goal, the Administrator shall require the Contractor to submit a Veteran's Business Enterprise Good Faith Efforts Documentation Request Form and provide additional documentation of its good faith efforts in attempting to fulfill the VBE goal.
5. The Contractor must use the District's online compliance monitoring system administered by the Diversity Section for payment and reporting purposes, in order to fulfill the Affirmative Action Program requirements.

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 for Apprentices as specified in the Appendix K and to provide training opportunities throughout the life of the contract. The requirements of the Special Training Provisions for Apprentices are 1,240 minority hours and 440 female hours for the purpose 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 within 1,635 calendar days after approval of the Contractor's Bond. This timeframe shall allow for 540 calendar days to complete construction. The remaining 1,095 calendar days of the contract are to complete the 3-year plant monitoring and maintenance period in accordance with Section 01 78 36, and the 3-year management, monitoring, and reporting period as required by the U.S. Army Corps of Engineers permit for contract work occurring on Midlothian Creek between 139th Street and 137th Street, and the portion parallel to 137th Street. The Contractor shall also be responsible for monitoring, maintenance, and reporting as required by the Illinois Environmental Protection Agency (IEPA) Section 319 Intergovernmental Grant Agreement for the duration of the contract. The Management and Monitoring Plan and IEPA Section 319 Grant information is contained in the U.S. Army Corps of Engineers permit documentation included in Appendix A of Volume 3.

The Contractor further agrees to begin work on contract items west of Kedzie Avenue no later than September 15, 2024, and to complete work on these items no later than December 15, 2024. These items include construction of the rain garden and bioswales; culvert and manhole installation; pavement removal and replacement associated with culvert installation; and installation of the storm sewer beneath Kedzie Avenue at 138th Street.

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 District as set forth in Detail Specification 01 32 16 - Construction Project Schedule.

All contract work including punch list items and final clean-up, exclusive of the 3-Year Management, Monitoring, Maintenance, and Reporting period, shall be completed within 540 calendar days after approval of the Contractor's Bond. To prevent all disputes and litigation concerning the actual date of completion, it is further agreed by and between the 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 their decision shall be final and conclusive on both parties hereto and such decisions, in case any questions may arise, shall be a condition precedent to the right of the Contractor to receive any money or compensation. The 3-Year Management, Monitoring, Maintenance, and Reporting period shall begin upon completion of contract work, including punch list items and final clean-up. The Management, Monitoring, Maintenance, and Reporting period shall be considered complete when written acceptance has been provided by the District and the U.S. Army Corps of Engineers.

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).

LIQUIDATED DAMAGES

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

All contract materials and stormwater elements must be installed and functioning in accordance with the Contract Documents, and 90% vegetative cover established in order for the work to be considered substantially complete.

Further, upon achieving substantial completion, the Contractor agrees to pay to the Water Reclamation District as liquidated damages, in accordance with Article 24 of the General Conditions, the sum of Three Hundred Dollars (\$300.00) for each calendar day that he is in default of the time specified above by failing to complete the entire work, including successful completion of all punch list items and final clean-up, exclusive of the 3-Year Management, Monitoring, Maintenance, and Reporting Period

The Contractor agrees to pay to the Water Reclamation District as liquidated damages, in accordance with Article 24 of the General Conditions, the sum of One Hundred Dollars (\$100.00) for each calendar day that they are in default of the time indicated for the submission of the As-Planned Work Schedule and responsive monthly updates to the Work Schedule per Section 01 32 16 – Construction Project Schedule, not to exceed One Thousand Five Hundred Dollars (\$1,500.00) per occurrence.

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

If any trees to be saved are severely injured by mechanical equipment the Contractor agrees to pay to the Metropolitan Water Reclamation District of Greater Chicago for each tree of (3) three inch caliper the sum of \$600.00; for each tree up to (6) six inch caliper the sum of \$1,200.00, for each tree (6) six inch and over in caliper the sum of \$1,800.00, and for each shrub (8) eight foot and over in height the sum of \$300.00 as fixed and agreed liquidated damages. Trees to be saved shall be tagged by the Contractor and verified by the Engineer prior to the start of work.

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

ADDITIVITY OF LIQUIDATED DAMAGES

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

MULTI-PROJECT LABOR AGREEMENT

The Contractor agrees to comply with the terms and conditions of the District's 2017 Multi-Project Labor Agreement (MPLA) which is a part of the Contract.

ILLINOIS PREVAILING WAGE ACT

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, 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 a Certified Payroll Form and Certified Transcript of Payroll Form for all laborers, mechanics or other workers employed under the Contract. These forms are included on the last four (4) pages of the Agreement of the Contract. All forms submitted must be completely filled out, signed and certified as correct.

The Contractor/Subcontractor must keep on file and submit two versions of the certified payrolls for all employees assigned to a project: a full version and a Freedom of Information Act (FOIA) version.

- 1) Full version - Pursuant to the revision contained in the Illinois Prevailing Wage Act, a contractor or subcontractor who remits contributions to fringe benefit funds that are jointly maintained and jointly governed by one or more employers and one or more labor organizations in accordance with the federal Labor Management Relations Act shall make and keep certified payroll records that include the worker's name, address, telephone number (when available), social security number, classification, gross and net wages per pay period, number of hours worked each day, and starting and ending times each day. A contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organizations in accordance with the federal Labor Management Relations Act shall make and keep certified

payroll records that include all of the above specified information, in addition to: the worker's hourly wage rate, hourly overtime wage rate, hourly fringe benefit rate, name and address of each fringe benefit fund, sponsor of each fringe benefit (if applicable), and administrator of each fringe benefit (if applicable).

- 2) FOIA version - The FOIA version must contain all the items in the full version except the worker's address, telephone number, and social security number.

Each page of the full version must be annotated "Certified payroll not for FOIA Release" and each page of the FOIA version must be annotated with "Certified payroll for FOIA Release." Submission of all certified payrolls through a request pay period is a condition precedent for payment.

CASH FLOW ESTIMATE SCHEDULE

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

INSURANCE

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

PROGRESS ESTIMATES AND PAYMENT

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

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

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

INDEMNIFICATION

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

CHOICE OF LAWS

The parties agree that this Agreement (Contract), and any subsequent extensions, addenda or modifications, 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

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

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

SEVERABILITY

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

ENTIRE AGREEMENT

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

PRICES

The Contractor agrees to accept, and the Water Reclamation District agrees to pay, in accordance with Article 31 of the General Conditions, the following prices as full compensation for furnishing all the labor, tools, materials and appurtenances necessary to complete all the work specified in this Contract, also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the entire work, free of all claims, liens and charges whatsoever and in full compliance with the specifications and the requirements of the Engineer, complete under them, to wit:

TOTAL BID PRICE:

For the construction of all work required to complete the entire project as shown in the plans and specifications for the Lump Sum price of:

_____ Dollars
(Written in Words Amount)

_____ Dollars
(Written in Words Amount)

and _____ Cents
(Written in Words Amount)

(\$ _____).
(Written in Figures Amount)

In any event where there is a discrepancy between the “written in words” and “written in figures” amount, the “written in words” amount shall govern.

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 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, actions or remedies to any person, partnership or corporation other than the Contractor and the Water Reclamation District, under a third party beneficiary theory or otherwise.

TIME IS OF THE ESSENCE

It is understood and agreed that time is of the essence on 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.

CITIZENSHIP

Pursuant to Illinois statute, *70 ILCS 2605/11.15*, no person shall be employed upon contracts for work to be done by the District unless he/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 individual lawfully admitted for permanent residence under Section 1101 of Title 8 of the United States Code, an individual who has been granted asylum under Section 1158 of Title 8 of the United States Code, or an individual who is otherwise legally authorized to work in the United States.

IN WITNESS WHEREOF, on the ____ day of _____, 2024, the Metropolitan Water Reclamation District of Greater Chicago, and the Contractor, have executed this Agreement, Contract No. 14-253-5F, 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 Material 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 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:

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 15th 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

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 _____;

that during the payroll period commencing on the
day of _____ (name of project)
_____ (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) _____ (Street Address) _____ (City) _____ (State) _____ (Zipcode) _____ (Telephone Number) _____	(Contact Name) _____ (Public Body Name) _____ (Contact Name) _____ (Street Address) _____ (City) _____ (State) _____ (Zipcode) _____ (Telephone Number) _____
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Report Hours for Each Day, Including Overtime Hours, List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

	SUN	MON	TUE	WED	THR	FRI	SAT	Total Straight Time Hours	Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period Gross	Net
* Hours worked each day													
PW													
N													
Hourly Fringe Benefit:	Pension: <input type="text"/>							Health/Welfare: <input type="text"/>		Vacation: <input type="text"/>		Training: <input type="text"/>	

Labor Classification _____

	SUN	MON	TUE	WED	THR	FRI	SAT	Total Straight Time Hours	Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period Gross	Net
PW													
N													
Hourly Fringe Benefit:	Pension: <input type="text"/>							Health/Welfare: <input type="text"/>		Vacation: <input type="text"/>		Training: <input type="text"/>	

Labor Classification _____

	SUN	MON	TUE	WED	THR	FRI	SAT	Total Straight Time Hours	Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period Gross	Net
PW													
N													
Hourly Fringe Benefit:	Pension: <input type="text"/>							Health/Welfare: <input type="text"/>		Vacation: <input type="text"/>		Training: <input type="text"/>	

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 _____

Certified Transcript of Payroll

IDOL Case File Number: _____ Payroll Start: _____ Payroll End: _____

Contractor and/or Subcontractor

Public Body Information

(Company Name) _____ (Street Address) _____ (City) _____ (State) _____ (Zipcode) _____ (Telephone Number) _____	(Contact Name) _____ (City) _____ (State) _____ (Zipcode) _____ (Telephone Number) _____
(Public Body Name) _____ (Street Address) _____ (City) _____ (State) _____ (Zipcode) _____ (Telephone Number) _____	(Contact Name) _____ (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 Straight Time Hours	Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period Gross Net
	SUN	MON	TUE	WED	THR	FRI	SAT					
Labor Classification _____	Hourly Fringe Benefit: Pension: <input type="text"/> Health/Welfare: <input type="text"/> Vacation: <input type="text"/> Training: <input type="text"/>											
	PW											
	N											
Labor Classification _____	Hourly Fringe Benefit: Pension: <input type="text"/> Health/Welfare: <input type="text"/> Vacation: <input type="text"/> Training: <input type="text"/>											
	PW											
	N											
Labor Classification _____	Hourly Fringe Benefit: Pension: <input type="text"/> Health/Welfare: <input type="text"/> Vacation: <input type="text"/> Training: <input type="text"/>											
	PW											
	N											

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

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 thisday 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 theday of, A.D. 2..... for doing all the work and furnishing all the materials, tools, labor, appliances and appurtenances necessary for as specified in the attached contract documents.

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

on account of infringement of patents on the process of sewage treatment used and moreover shall pay to the Metropolitan Water Reclamation District of Greater Chicago any sum or sums of money determined by the Engineer to be due the Metropolitan Water Reclamation District of Greater Chicago by reason of any failure or neglect in the performance of said contract, and shall pay for all materials used in said work and for all labor performed in such work whether by subcontractors or otherwise, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify, and hold harmless the Metropolitan Water Reclamation District of Greater Chicago, its Commissioners, officers, agents and employees against loss or expense by reason of any liability imposed by law upon the Metropolitan Water Reclamation District of Greater Chicago, its Commissioners, officers, agents and employees, for damage because of bodily injuries, including death at any time resulting 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 any 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.

MULTI-PROJECT LABOR AGREEMENT (COOK COUNTY)

With

CERTIFICATE OF COMPLIANCE

CONTAINS:

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

MPLA-CC-01

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

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

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

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

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

Revised October 2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

September 6, 2017

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

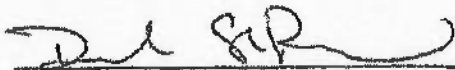
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September 6, 2017

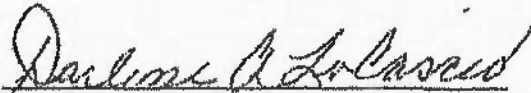
The undersigned, as a Party hereto, hereby agrees to all the terms and conditions of this Agreement.

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

On behalf of the Metropolitan Water Reclamation District of Greater Chicago

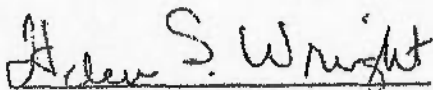


David St. Pierre
Executive Director
Management



Darlene A. LoCascio
Director of Procurement and Materials

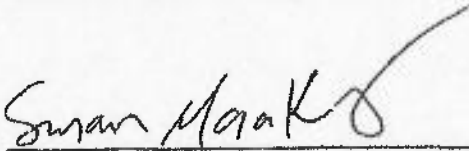
Approved as to Form and Legality



Helen Shields-Wright
Head Assistant Attorney



Jacqueline Torres
Director of finance/Clerk



Susan T. Morakalis
Acting General Counsel



Frank Avila
Chairman of Finance



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

Approved



Mariyana T. Spyropoulos, President

MWRD PLA

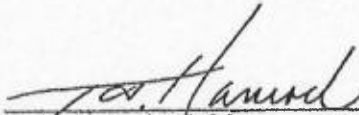
September 6, 2017

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

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

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

APPROVED:


Its Duly Authorized Officer Terrence J. Hancock, President

MWRD PA

September 6, 2017

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

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

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

APPROVED:



His Duly Authorized Officer

Dennis J. Fleming, Business Manager

MWRD PLA

September 6, 2017

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

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

On behalf of: SMART Local # 23
Labor Organization

APPROVED:


Its Duly Authorized Officer

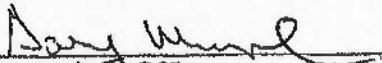
MWRD PLA
September 6, 2017

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

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

On behalf of: RooferS + WaterProoferS #11
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA
September 6, 2017

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

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

On behalf of: Plumbers Local 130UA
Labor Organization

APPROVED:

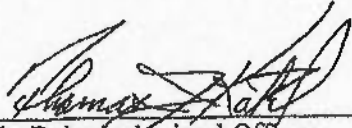
James F. Coyne
Its Duty Authorized Officer

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

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

On behalf of: PIPEFITTERS LOCAL 597
Labor Organization

APPROVED:



Its Duly Authorized Officer

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

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

On behalf of: Painters / Glaziers
Labor Organization

APPROVED:


Its Duly Authorized Officer

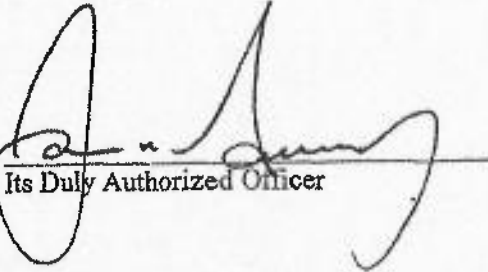
MWRD PLA
September 6, 2017

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

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

On behalf of: OPERATING ENGINEER ISO
Labor Organization

APPROVED:



Its Duly Authorized Officer

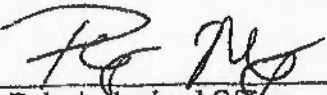
MWRD PLA
September 6, 2017

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

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

On behalf of: Machinists Local 126
Labor Organization

APPROVED:



Its Duly Authorized Officer

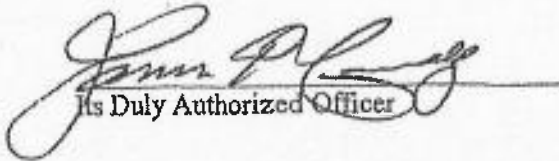
MWRD PLA
September 6, 2017

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

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

On behalf of: LABORERS' DISTRICT COUNCIL
Labor Organization

APPROVED:


Its Duly Authorized Officer

MURD PLA

September 6, 2017

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

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

On behalf of: RIGIER LOCAL #136
Labor Organization

APPROVED:


Its Duly Authorized Officer

MURA PLA

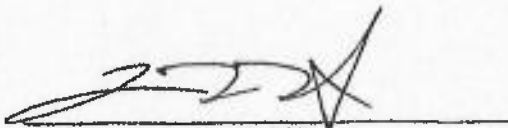
September 6, 2017

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

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

On behalf of: Iron Workers #63
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

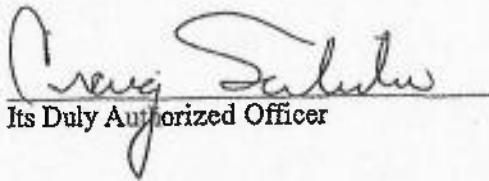
September 6, 2017

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

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

On behalf of: FRON WORKERS #1
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

September 6, 2017

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

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

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

APPROVED:

Wm. J. Magin
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

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

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

On behalf of: IUEC LOCAL 2
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA


September 6, 2017

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

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

On behalf of: Local 134 IBCW
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

September 6, 2017

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

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

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

APPROVED:



Its Duly Authorized Officer

MWRD P&A

September 6, 2017

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

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

On behalf of: CARPENTERS
Labor Organization

APPROVED:

Frank J. Kelly
Its Duly Authorized Officer

MWRD PLA

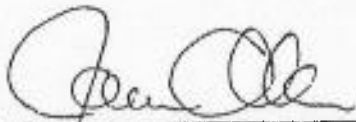
September 6, 2017

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

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

On behalf of: BRICKLAYERS AND ALLIED CRAFTS
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

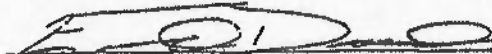
September 6, 2017

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

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

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

APPROVED:



Its Duly Authorized Officer

September 6, 2017

APPENDIX A

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

Freedom of Information Act (FOIA)/Category of Records

September 6, 2017

APPENDIX B

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

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

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

CHRONOLOGY

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

Expiration Date: MAY 31, 2020

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PREAMBLE

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

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

DECLARATION OF PRINCIPLES

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

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

ARTICLES OF AGREEMENT

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

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

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

The Joint Conference Board shall be responsible for the administration of this Agreement. The primary concern of the Joint Conference Board shall be the adjustment of jurisdictional disputes by arbitrators selected by the Board. Decisions rendered by any arbitrator under this Agreement appointed by the Joint Conference Board relating to jurisdictional disputes shall be only for the specific job under consideration and shall become effective immediately and complied with by all parties. In rendering a decision, the Arbitrator shall determine:

- a) First whether a previous Agreement of Record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs.
- b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable Agreement of Record or agreement between the National or International Unions to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a

previous Decision of Record governing the case, the Arbitrator shall give equal weight to such Decision of Record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the Decision of Record and established trade practice in the industry rather than the prevailing practice in the locality.

- c) In order to determine the established trade practice in the industry and prevailing practice in the locality, the Arbitrator may rely on applicable agreements between the Local Unions involved in the dispute, prior decisions of the Joint Conference Board for specific jobs, decisions of the National Plan and the National Labor Relations Board or other jurisdictional dispute decisions, along with any other relevant evidence or testimony presented by those participating in the hearing.
- d) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

Agreements of Record are those agreements between National and International Unions that have been "attested" by the predecessor of the National Plan and approved by the AFL-CIO Building and Construction Trades Department and are contained in the Green Book. Such Agreements of Record are binding on employers stipulated to the Plan for the Settlement or Jurisdictional Disputes in the Construction Industry (the "National Plan"), the National Plan's predecessor joint boards or stipulated to the Joint Conference Board. Agreements of Record are applicable only to the crafts signatory to such agreements. Decisions of Record are decisions by the National Arbitration Panel or its predecessors and recognized under the provisions of the Constitution of the AFL-CIO Building and Construction Trades Department and the National Plan. Decisions of Record are applicable to all crafts.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute. Such decisions of the Arbitrator shall be final and binding subject only to an appeal, if such an appeal is available under conditions determined by the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations under the National Plan or any successor plan for the settlement of jurisdictional disputes.

ARTICLE VII

This is an arbitration agreement and the intent of this agreement is that all unresolved jurisdictional disputes must be arbitrated under the authority of the Joint Conference Board and that the decisions, subject to the right of appeal provided in Article VI, shall be final and binding upon the parties hereto and upon their affiliates and the members of such affiliates, and that there shall be no abandonment of the work during such arbitration or in violation of the arbitration decision. The Joint Conference Board shall administer the neutral arbitration system of this agreement. Any party bound to this Agreement through a collective bargaining agreement with any Local Union affiliated with the Council shall be bound to this Agreement for all jurisdictional disputes that may arise between any Local Unions affiliated with the Council. Employers bound to this Agreement shall require that this Agreement be a part of all agreements with contractors or subcontractors covering work performed by any trade or craft affiliated with the Council. All parties to this Agreement release the Board from any liability arising from its action or inaction and covenant not to sue the Board. Any damages incurred by the Board for any breach of this covenant shall include, but are not limited to, the Board's costs, expenses and attorneys fees incurred as a result of said legal proceedings.

Paragraph 1 - The annual meeting of the Joint Conference Board shall be held in June, unless another date is agreed upon by the parties.

Paragraph 2 - The parties hereto shall designate an equal number of members who shall serve upon the Joint Conference Board. The members of the Board shall annually be certified by the Association and the Council in written communications addressed to the Board by the President and Secretary of the respective organizations. Each year the Joint Conference Board shall select a Chairman from among its members. The Joint Conference Board shall also select from among its members a Vice Chairman. The Board shall also select a Secretary. All members shall serve for one year or until their successors have been selected.

Paragraph 3 - At the annual meeting, the Association and Council shall each name at least five and up to ten impartial arbitrators.

Paragraph 4 - In the event the Chairman or Vice-Chairman is unable to serve by reason of resignation, death or otherwise, a successor may be selected for the remainder of the term by the party which made the original selection. Should a member of the Joint Conference Board be unable to serve, because of resignation, death or any other reason, the successor shall be selected by the Association or Council respectively in which such member holds membership.

Paragraph 5 - Should any member of the Board for any reason be unable to attend any meeting of the Board, the President of his respective organization shall be empowered to name a substitute for each absentee for that meeting.

Paragraph 6 - Meetings of the Board may be called at any time by the Chairman, Secretary or three members of the Board. Seventy-two hours written notice of such meeting must be given to each member of the Board.

Paragraph 7 - Twelve members of the Board, six from each of the parties, present at the executive session, shall be a quorum for the transaction of business. The Chairman, or Vice-Chairman, when presiding, shall not be counted for the purpose of determining a quorum. Whenever the number of members present from each party at the executive session are unequal, the party with the fewer members present shall be entitled to cast a total number of votes equal to the number of the present members of the other party with the additional votes of said party being cast in accordance with the vote of the majority of its members who are present.

Paragraph 8 - If it is brought to the attention of the Chairman that any member (other than the Chairman) is not impartial with respect to a particular matter before the Board, the Chairman may excuse such member from the executive session if the Chairman concludes that such member has a conflict of interest with respect to such matter.

Paragraph 9 - Should a jurisdictional dispute arise between the parties hereto, among or between any members or affiliates of the parties hereto, or among or between any members or affiliates of the parties hereto and some other body of employers or employees, the disposition of such dispute shall be as follows:

- a) The crafts involved shall meet on the jobsite or a mutually agreed location to resolve the jurisdictional dispute.
- b) If the said dispute is not settled it shall be submitted immediately in writing to the Secretary of the Joint Conference Board. Unless agreed to in writing (correspondence, email, etc.) by the trades involved in the dispute, the trades and contractors shall make themselves available to meet within 72 hours at a neutral site with representatives of the Chicago & Cook County Building & Construction Trades Council and the Construction Employers' Association to resolve this jurisdictional issue.
- c) Failure to meet within seventy-two (72) hours of receiving written notice or e-mail to the meetings contemplated in "a" or "b" above will automatically advance the case to the next level of adjudication.
- d) Should this jurisdictional issue be unresolved, the matter shall, within 72 hours not counting Saturday, Sunday and Holidays, hereafter, be referred to an Arbitrator for adjudication if requested in writing by any party. The Arbitrator shall hear the evidence and render a prompt decision within forty-eight (48 hours) of the conclusion of the hearing based on the criteria in Article VI. The arbitrator chosen shall be randomly selected based on availability from the list

submitted in Article VII Paragraph 3. The decision of the Arbitrator shall be subject to appeal only under the terms of Article VI. The written decision shall be final and binding upon all parties to the dispute and may be a short form decision. The fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion.

- e) Should said dispute not be so referred by either or both of the parties, the Joint Conference Board may, upon its own initiative, or at the request of others interested, take up and decide such dispute, and its decision shall be final and binding upon the parties hereto and upon their members and affiliates as provided for in Article VI.

In either circumstance all of the parties are committed to a case until it is finalized, even if there is an appeal. However, in cases of jurisdictional or other disputes between a union and another union, which is a member of the same International Union, the matter in dispute shall be settled in the manner set forth by their International Constitution, but there shall be no abandonment of the work pending such settlement.

Paragraph 10 - All interested parties shall be entitled to make presentations to the Arbitrator. Any interested party present at the hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the arbitrator and to agree to be bound by its decision and further agrees to be bound by the Standard Agreement, for that case only if not otherwise so bound.

Paragraph 11 - Upon approval of the Arbitrator other parties not directly involved in the dispute may be invited to be present during the presentation and discussion portions of an arbitration hearing. Attorneys shall not be permitted to attend or participate in any portion of a hearing.

Paragraph 12 -- At no time shall any party to a pending dispute unilaterally or independently contact the Arbitrator assigned to hear the case. All inquiries must be submitted to the Secretary of the Joint Conference Board.

Paragraph 13 - The Joint Conference Board may also serve as a board of arbitration in other disputes, including wages, but only when requested to do so by all parties involved in the particular dispute or controversy. It is not the intention of this Agreement that the Joint Conference Board shall take part in such disputes except by mutual consent of all parties involved.

ARTICLE VIII

Paragraph 1 - The duly authorized representatives of members of affiliates of either party hereto, if having in their possession proper credentials, shall be permitted to visit jobs

during working hours, to interview the contractor or the workers, but they shall in no way interfere with the progress of the work.

Paragraph 2 - The handling of tools, machinery and appliances necessary in the performance of the work covered by a particular collective bargaining agreement, shall be done by journeymen covered by such agreement and by helpers and apprentices in that trade, but similar tools, machinery and appliances used by other trades in the performance of their work shall be handled in accordance with the particular collective bargaining agreement of that trade.

Paragraph 3 - In the interest of the public economy and at the discretion of the employer or foreman, all small tasks covered by a particular collective bargaining agreement may be done by workers or laborers of other trades, if mechanics or laborers of this trade are not on the building or job, but same are not to be of longer duration than one-half hour in any one day. The Joint Conference Board may render a decision involving a composite crew.

Paragraph 4 - It is fundamental to the Standard Agreement that all members and affiliates of the parties to this Agreement be stipulated to the Standard Agreement and the Joint Conference Board. All current members of the Chicago and Cook County Building and Construction Trades Council, and their affiliates, by this Agreement are stipulated to the Standard Agreement and Joint Conference Board for the term of the current Standard Agreement. The area labor agreements of the members and affiliates of the parties setting forth language stipulating those parties to the Standard Agreement and Joint Conference Board shall be filed with the Secretary of the Joint Conference Board annually, at the time of the Joint Conference Board appointments. Current trade or craft agreements will prevail as interim agreements in the event labor negotiations are incomplete or in process at the time of the annual meeting.

Paragraph 5 - All members and affiliates of the parties with labor agreements containing language stipulating those parties to the Standard Agreement and Joint Conference Board shall remain stipulated for the term of the current Standard Agreement. Any members or affiliates of the parties who negotiate language stipulating the parties to the Standard Agreement and/or the Joint Conference Board in their area labor agreement shall remain stipulated for the term of the current Standard Agreement. Any Association that incorporates Standard Agreement and/or Joint Conference Board stipulation language into their collective bargaining agreement will automatically have representation on the Joint Conference Board.

Paragraph 6 - Only those crafts with stipulation language in their area labor agreements will be allowed to bring jurisdictional dispute cases to the Joint Conference Board. Those crafts without stipulation language in their area labor agreements will be allowed to participate if a jurisdictional dispute case is brought against their craft and will have the right to appeal any decision, if such an appeal is available, as provided in Article VI of this Agreement.

Paragraph 7 - This agreement applies only to work performed within Cook County, Illinois.

Paragraph 8 - As herein before provided in Article VII, decisions or awards as to jurisdictional claims and decisions determining whether or not said decisions or awards have been violated rendered by the Joint Conference Board shall be final, binding and conclusive on all the parties hereto, on all of their members and affiliates, and on all employers subject only to the right of appeal herein provided for in Article VI.

Paragraph 9 - To further implement the decision of the Joint Conference Board, it is agreed that any party hereto, any of their members or affiliates, and any employer may at any time file a Verified Complaint in writing with the Joint Conference Board alleging a violation of a decision or award previously made. The Board shall thereupon set a hearing, to be held within three days of receipt of the Verified Complaint with respect to the alleged violation, and shall notify all interested parties of the time and place thereof. An Arbitrator selected pursuant to Article VII, Paragraph 9(c) shall conduct a hearing at the time and place specified in its notice. All parties shall be given an opportunity to testify and to present documentary evidence relating to the subject matter of the hearing within forty-eight (48) hours after the conclusion thereof, the Arbitrator shall render a written decision in the matter and shall state whether or not there has been a violation of its prior decision or award. Copies of the decision shall be served, by certified mail or by personal service, upon all parties hereto.

Paragraph 10 - Should the Arbitrator determine that there has been a violation of the Board's prior decision or award, the Arbitrator shall order immediate compliance by the offending party or parties. The Arbitrator may take one or more of the following courses of action in order to enforce compliance with the Board's decision:

- a) The Arbitrator may assess liquidated damages not to exceed \$5,000 for each violation by individual members of, or employees represented by the parties hereto, and may assess liquidated damages not to exceed \$10,000 for each violation by either party hereto, or any of its officers or representatives. If a fine is rendered by the Arbitrator, it should be commensurate with the seriousness of the violation having a relationship to lost hours for the Unions and lost efficiency for the employer. Each of the parties hereto hereby agrees for itself, and its members, to pay to the other party within thirty days any sum, or sums, so assessed because of violations of a decision or award by itself, its officers, or representatives, or its member or members. Should either party to this agreement, or any of its members fail to pay the amount so assessed within thirty days of its assessment, the party or member so failing to pay shall be deprived of all the benefits of this agreement until such time as the matter is adjusted to the satisfaction of the Arbitrator.

- b) It may order cessation of all work by the employers and the employees on the job or project involved.

Paragraph 11 - All Notices under this Agreement shall be in writing and sent by the Administrator of the Joint Conference Board via facsimile or email. For all notifications to affiliates of the Chicago & Cook County Building and Construction Trades Council, the Administrator may rely up the facsimile numbers, addresses and email addresses in the current directory of the Council. For notifications to all contractors and subcontractors, the Administrator may rely on corporate information on the Illinois Secretary of State website or other appropriate databases. Original Notices of all Joint Conference Board decisions will be sent to each of the parties involved via certified mail. The notice provisions shall not include Saturday, Sunday or legal holidays.

Paragraph 12 - The following days shall be recognized as legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Paragraph 13 - The Board shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Board determining non-compliance with a prior award or decision. The prevailing party in any enforcement proceeding shall be entitled to recover its costs and attorneys fees from the non-prevailing party. In the event the Board is made a party to, or is otherwise required to participate in any such enforcement proceeding for whatever reason, the non-prevailing party shall bear all costs, attorneys fees, and any other expenses incurred by the Board in those proceedings.

Paragraph 14 - In establishing the jurisdiction of the Joint Conference Board over all parties to the dispute, the primary responsibility for the judicial determination of the arbitrability of a dispute and the jurisdiction of the Joint Conference Board shall be borne by the party requesting the Board to hear the underlying jurisdictional dispute. If all of the parties to the dispute do not attend the arbitration hearing or otherwise agree in writing that the parties are stipulated to the Joint Conference Board and Standard Agreement, the affected party or parties may proceed at the Joint Conference Board even in the absence of one or more parties to the dispute. In such instances, the issue of jurisdiction is an additional item that must be determined in the first instance by the Arbitrator who shall set forth basis of his determination in his decision. The Joint Conference Board may participate in any proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Joint Conference Board. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Joint Conference Board shall bear all the costs, expenses and attorneys fees incurred by the Board in establishing its jurisdiction. The provision of Paragraph 13 regarding obtaining attorney fees shall apply.

Paragraph 15 - It is agreed by the parties hereto that this agreement shall remain in full force and effect until June 1, 2020 unless otherwise amended by agreement of parties.

IN WITNESS WHEREOF, the parties have caused this document to be executed at Chicago, Illinois this 28th day of May, 2015.

CONSTRUCTION EMPLOYERS'
ASSOCIATION

DocuSigned by:
Charles Usher, Sr.
AF477AAFA0084CD

BY Charles M. Usher

CHICAGO & COOK COUNTY
BUILDING & CONSTRUCTION
TRADES COUNCIL

DocuSigned by:
Tom Villanova
A3CD8086A8D40E

BY Thomas Villanova

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

I _____ (name of Company) hereby acknowledge that I have read the Metropolitan Water Reclamation District of Greater Chicago’s 2017 Multi Project Labor Agreement (MPLA). I certify that my company and all subcontractors are in compliance with the MPLA in that my company and all subcontractors agree to be bound by and operate under a current collective bargaining agreement with a union or labor organization affiliate with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council , or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereinafter referred to as a “participating trade group”) for all applicable work.

My company is currently a signatory with the following trade groups:

(e.g. Operating Engineers 150) _____

If bidder is not currently signatory with a participating union or labor organization, complete one of the following:

____ The work to be performed by my company will occur at the company’s facility and is exempt from the application of the MPLA. All other work for which the MPLA is applicable will be performed by signatories to the following participating trade groups: _____

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

____ I commit to comply with the MPLA by entering into a collective bargaining agreement with the following participating trade group(s): _____

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

Name of Company

By: _____
Signature of Authorized Officer

Attest: _____
Secretary

Dated: _____

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 \$10,000.00. 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>Timetable</u>	<u>Goals (percent)</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 \$10,000.00 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>Time Table</u>	<u>Trade</u>	<u>Fulton County Goal (Percent)</u>	<u>Cook County Goal (Percent)</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 \$10,000.00

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 \$10,000.00 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 person 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 compiled 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,

MARCH 1993

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.

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

Section 1. Declaration of Policy

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

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

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

Section 2. Findings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Purpose and Intent

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

Section 4. Coverage

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

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

Section 5. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. Non-Discrimination and Affirmative Action Clause

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

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

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

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

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

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

Section 8. Support and Outreach

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

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

Section 9. District Roles and Responsibilities

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

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

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

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

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

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

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

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

Section 10. Certification Eligibility

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11. Appeals

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

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

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

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

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

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

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

Section 13. Contract Goals

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

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

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

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

Section 14. Counting MBE and WBE Participation Towards Contract Goals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. Utilization Plan Submission

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 16. Bid Submission Compliance Review

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

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

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

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

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

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

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

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

Section 17. Mentor-Protégé Program

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 18. Contract Performance Compliance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 19. Compliance System

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

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

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

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

Section 20. Sanctions for Non-Compliance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 21. Federal Regulations

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

Section 22. Reporting and Review

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

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

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

Section 23. Sunset Provision

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

Section 24. Repeal of Prior Inconsistent Provisions

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

Section 25. Severability

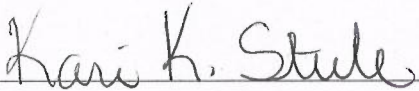
If any clause, sentence, paragraph, section, or part of this Revised Appendix D is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that judgment will not affect, impair, or invalidate the remainder of this Revised Appendix D and will be construed as if the clause,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

Section 26. Effective Dates

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


ADOPTED:

Exhibit A
Utilization Plan

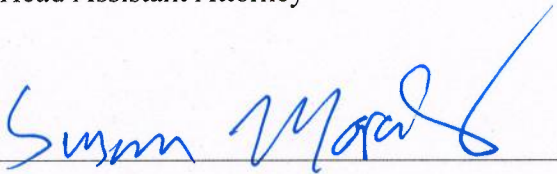


Kari K. Steele, President
Board of Commissioners of the
Metropolitan Water Reclamation
District of Greater Chicago

Approved as to form and legality:



Head Assistant Attorney



General Counsel


Exhibit A
Utilization Plan

ADOPTED:

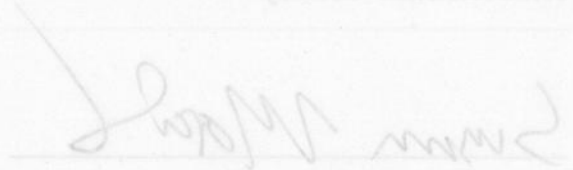


Karl K. Steele, President
Board of Commissioners of the
Metropolitan Water Reclamation
District of Greater Chicago

Approved as to form and legality:



Elva Avery
Head Assistant Attorney



General Counsel

Exhibit B
MBE/WBE Subcontractor's Letter of Intent

Exhibit C
Assist Agencies List

ASSIST AGENCIES LIST

Metropolitan Water Reclamation District of Greater Chicago

African American Contractors Association (AACA)
Omar Shareef, Founder
7445 S. South Chicago – Suite 1F
Chicago, IL 60619
312-915-5960 Fax: 312-567-9919
aacanatlassoc@gmail.com

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

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

Black Contractors Owners and Executives (BCOE)
Jimmy Akintonde, President
7811 South Stoney Island Avenue
Chicago, IL 60649
773-596-6499
admin@bcoechicago.org

Black Contractors United (BCU)
Edward McKinnie, President
Carole Williams, Office Manager
12000 S. Marshfield Ave.
Calumet Park, IL 60827
708-389-5730 Fax: 708-389-5735
carole@blackcontractorsunited.com

Cermak Road Chamber of Commerce
Jorge Linares, Founder
2850 W. Cermak Road
Chicago, IL 60623
773-823-7390

Chatham Business Association, Small Business
Development, Inc. (CBA)
Jennipher Adkins, Executive Director
800 E. 78th Street
Chicago, IL 60619
773-994-5006 Fax: 773-855-8905
jennipheradkins@cbaworks.org

Chicago Chinatown Chamber of Commerce
Jimmy Lee, President
2169B S. China Place
Chicago, IL 60616
312-326-5320 Fax: 312-326-5668
info@chicagochinatown.org

Chicago Minority Supplier
Development Council (CMSDC)
Debra Jennings-Johnson, President and CEO
216 W. Jackson Blvd. – Suite 600
Chicago, IL 60603
312-755-8880 Fax: 312-755-8890
djennings-johnson@chicagomsc.org

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

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

Cosmopolitan Chamber of Commerce (CCC)
Rhonda McGowan, Executive Director
1633 S. Michigan Ave.
Chicago, IL 60616
312-374-3211 Fax: 312-341-9084
rmcgowan@cosmochamber.org

Council of Black Architecture & Engineering Companies
Julie Harris, Executive Director
30 Wall Street, 8th Floor
New York, NY 10005
jharris@cbaec.org

Elite SDVOB Network, Illinois Chapter
Dr. Jerry Bell Jr.
420 Lake Cook Road, Suite 104
Deerfield, IL 60015
847-453-8890
jerry.bell@jbj-businessgroup.com

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

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

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

Illinois Department of Commerce
And Economic Opportunity
Erin Guthrie, Director
100 W. Randolph St. – Suite 3-400
Chicago, IL 60601
312-814-7179
Contact: Erin Guthrie
Erin.Guthrie@illinois.gov

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

Industrial Council of Near West Chicago
Steve DeBretto, Executive Director
Robert Climack, Property Manager
320 N. Damen – Suite D100
Chicago, IL 60612
312-421-3941 Fax: 312-421-1871
robert@industrialcouncil.com
info@industrialcouncil.com

Latin American Chamber of Commerce
D. Lorenzo Padron, Chairman & CEO
3512 W. Fullerton Ave.
Chicago, IL 60647
773-252-5211 Fax: 773-252-7065
d.lorenzopadron@laccusa.com
jgomez@laccusa.com

Little Village 26th Street Area Chamber
of Commerce
Blanca Soto, Executive Director
3610 W. 26th St. – 2nd Fl.
Chicago, IL 60623
773-521-5387 Fax: 773-521-5252
Blanca@littlevillagechamber.org

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

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

Native American Contractors Association (NACA)
Lillian Sparks Robinson, Interim Executive Director
750 First Street N.E. – Suite 950
Washington, DC 20002
202-758-2676 Fax 202-758-2699
executivedirector@nativecontractors.org

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

(U.S.) Small Business Administration (SBA)
Roselyn Putham, Supervisory Business Opportunity
Specialist
500 W. Madison St. – Suite 1250
Chicago, IL 60661
312-353-5037 Fax: 312-886-5688
rosalyn.putham@sba.gov

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.org

Women's Business Development Center
Katherine Cuza, Director of Government Contracting
Services
8 S. Michigan Ave. – Suite 400
Chicago, IL 60603
312-853-3477 ext. 220 Fax 312-853-0145
kuza@wbdc.org

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

**METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO**

MBE/WBE UTILIZATION PLAN

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

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

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

Name of Bidder: _____

Contract No.: _____

Affirmative Action Contact & Phone No.: _____

E-Mail Address: _____

Total Bid: _____

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

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

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

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

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

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

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

(Attach additional sheets as needed)

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

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

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

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

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

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

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

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

(Attach additional sheets as needed)

SIGNATURE SECTION

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

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

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

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

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

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

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WAIVER REQUEST FORM

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

Contract No.: _____

Name of Bidder: _____

Contact Person and Phone Number: _____

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

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

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

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

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

NOTE TO BIDDERS

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

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

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

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

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MBE/ WBE SUBCONTRACTOR'S LETTER OF INTENT

To: (Name of Bidder) _____ and the MWRDGC

RE: Contract Name: (Insert Name) _____

Contract Number: (Insert Number) _____

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

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

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

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

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

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

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

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

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

Name/Title (Print)

Date _____ Phone _____

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

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

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

September 2008

APPENDIX G

**Code of Federal Regulations Title 40,
Part 31**

Effective September 1, 2008

PART 31—UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

Subpart C—Post-Award Requirements

CHANGES, PROPERTY, AND SUBAWARDS

- 31.34 Copyrights.
 31.35 Subawards to debarred and suspended parties.
 31.36 Procurement.

Subpart F - Disputes

- 31.70 Disputes

APPENDIX A--PART 30 AUDIT REQUIREMENTS FOR STATE AND LOCAL GOVERNMENT RECIPIENTS

Authority: 33 U.S.C. 1251 *et seq.* ; 42 U.S.C. 7401 *et seq.* ; 42 U.S.C. 6901 *et seq.* ; 42 U.S.C. 300f *et seq.* ; 7 U.S.C. 136 *et seq.* ; 15 U.S.C. 2601 *et seq.* ; 42 U.S.C. 9601 *et seq.* ; 20 U.S.C. 4011 *et seq.* ; 33 U.S.C. 1401 *et seq.*

Source: 53 FR 8075, 8087, Mar. 11, 1988, unless otherwise noted.

31.34. Copyrights.

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

31.35 Subawards to debarred and suspended parties.

Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

31.36 Procurement.

(a) *States.* When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by

Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) *Procurement standards.* (1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable federal law, the standards identified in this section, and if applicable, §31.38.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only—

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) *Competition.* (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of §31.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(5) Construction grants awarded under Title II of the Clean Water Act are subject to the following "Buy American" requirements in paragraphs (c)(5) (i)–(iii) of

this section. Section 215 of the Clean Water Act requires that contractors give preference to the use of domestic material in the construction of EPA-funded treatment works.

(i) Contractors must use domestic construction materials in preference to nondomestic material if it is priced no more than 6 percent higher than the bid or offered price of the nondomestic material, including all costs of delivery to the construction site and any applicable duty, whether or not assessed. The grantee will normally base the computations on prices and costs in effect on the date of opening bids or proposals.

(ii) The award official may waive the Buy American provision based on factors the award official considers relevant, including:

(A) Such use is not in the public interest;

(B) The cost is unreasonable;

(C) The Agency's available resources are not sufficient to implement the provision, subject to the Deputy Administrator's concurrence;

(D) The articles, materials or supplies of the class or kind to be used or the articles, materials or supplies from which they are manufactured are not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities or satisfactory quality for the particular project; or

(E) Application of this provision is contrary to multilateral government procurement agreements, subject to the Deputy Administrator's concurrence.

(iii) All bidding documents, subagreements, and, if appropriate, requests for proposals must contain the following "Buy American" provision: In accordance with section 215 of the Clean Water Act (33 U.S.C. 1251 *et seq.*) and implementing EPA regulations, the contractor agrees that preference will be given to domestic construction materials by the contractor, subcontractors, materialmen and suppliers in the performance of this subagreement.

(d) *Methods of procurement to be followed—* (1) *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by *sealed bids* (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in 31.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by *competitive proposals*. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by *noncompetitive proposals* is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) [Reserved]

(f) *Contract cost and price.* (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see §31.22). Grantees may reference their

own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) *Awarding agency review.* (1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) *A performance bond on the part of the contractor for 100 percent of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) *A payment bond on the part of the contractor for 100 percent of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) *Contract provisions.* A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

(j) *Payment to consultants.* (1) EPA will limit its participation in the salary rate (excluding overhead) paid to individual consultants retained by grantees or by a grantee's contractors or subcontractors to the maximum daily rate for a GS-18. (Grantees may, however, pay consultants more than this amount). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; grantees will pay these in accordance with their normal travel reimbursement practices. (Pub. L. 99-591).

(2) Subagreements with firms for services which are awarded using the procurement requirements in this part are not affected by this limitation.

(k) *Use of the same architect or engineer during construction.* (1) If the grantee is satisfied with the qualifications and performance of the architect or engineer who provided any or all of the facilities planning or design services for a waste-water treatment works project and wishes to retain that firm or individual during construction of the project, it may do

so without further public notice and evaluation of qualifications, provided:

(i) The grantee received a facilities planning (Step 1) or design grant (Step 2), and selected the architect or engineer in accordance with EPA's procurement regulations in effect when EPA awarded the grant; or

(ii) The award official approves noncompetitive procurement under §31.36(d)(4) for reasons other than simply using the same individual or firm that provided facilities planning or design services for the project; or

(iii) The grantee attests that:

(A) The initial request for proposals clearly stated the possibility that the firm or individual selected could be awarded a subagreement for services during construction; and

(B) The firm or individual was selected for facilities planning or design services in accordance with procedures specified in this section.

(C) No employee, officer or agent of the grantee, any member of their immediate families, or their partners have financial or other interest in the firm selected for award; and

(D) None of the grantee's officers, employees or agents solicited or accepted gratuities, favors or anything of monetary value from contractors or other parties to subagreements.

(2) However, if the grantee uses the procedures in paragraph (k)(1) of this section to retain an architect or engineer, any Step 3 subagreements between the architect or engineer and the grantee must meet all of the other procurement provisions in §31.36.

[53 FR 8068 and 8087, Mar. 11, 1988, and amended at 53 FR 8075, Mar. 11, 1988; 60 FR 19639, 19644, Apr. 19, 1995; 66 FR 3794, Jan. 16, 2001; 73 FR 15913, Mar. 26, 2008]

Subpart F--Disputes

31.70 Disputes.

(a) Disagreements should be resolved at the lowest level possible.

(b) If an agreement cannot be reached, the EPA disputes decision official will provide a written final decision. The EPA disputes decision official is the individual designated by the award official to resolve disputes concerning assistance agreements.

(c) The disputes decision official's decision will constitute final agency action unless a request for review is filed by registered mail, return receipt requested, within 30 calendar days of the date of the decision.

(1) For final decisions issued by an EPA disputes decision official at Headquarters, the request for review shall be filed with the Assistant Administrator responsible for the assistance program.

(2) For final decisions issued by a Regional disputes decision official, the request for review shall be filed with the Regional Administrator. If the Regional Administrator issued the final decision, the

request for reconsideration shall be filed with the Regional Administrator.

(d) The request shall include:

(1) A copy of the EPA disputes decision official's final decision;

(2) A statement of the amount in dispute;

(3) A description of the issues involved; and

(4) A concise statement of the objections to the final decision.

(e) The disputant(s) may be represented by counsel and may submit documentary evidence and briefs for inclusion in a written record.

(f) Disputants are entitled to an informal conference with EPA officials.

(g) Disputants are entitled to a written decision from the appropriate Regional or Assistant Administrator.

(h) A decision by the Assistant Administrator to confirm the final decision of a Headquarters disputes decision official will constitute the final Agency action.

(i) A decision by the Regional Administrator to confirm the Regional disputes decision official's decision will constitute the final Agency action. However, a petition for discretionary review by the Assistant Administrator responsible for the assistance program may be filed within 30 calendar days of the Regional Administrator's decision. The petition shall be sent to the Assistant Administrator by registered mail, return receipt requested, and shall include:

(1) A copy of the Regional Administrator's decision; and

(2) A concise statement of the objections to the decision.

(j) If the Assistant Administrator decides not to review the Regional Administrator's decision, the Assistant Administrator will advise the disputant(s) in writing that the Regional Administrator's decision remains the final Agency action.

(k) If the Assistant Administrator decides to review the Regional Administrator's decision, the review will generally be limited to the written record on which the Regional Administrator's decision was based. The Assistant Administrator may allow the disputant(s) to submit briefs in support of the petition for review and may provide an opportunity for an informal conference in order to clarify technical or legal issues. After reviewing the Regional Administrator's decision, the Assistant Administrator will issue a written decision which will then become the final Agency action.

(l) Reviews may not be requested of:

(1) Decisions on requests for exceptions under §31.6;

(2) Bid protest decisions under §31.36(b)(12);

(3) National Environmental Policy Act decisions under part 6;

(4) Advanced wastewater treatment decisions of the Administrator; and

(5) Policy decisions of the EPA Audit Resolution Board.

[53 FR 8076, Mar. 11, 1988]

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.)

Signed: _____

Company: _____

Signature: _____

Print Name & Title: _____

Date: _____

APPENDIX V

VETERAN-OWNED BUSINESS ENTERPRISE CONTRACTING POLICY REQUIREMENTS

Section 1. Purpose

The purpose of the Veteran-Owned Business Enterprise Contracting Policy (“Policy”) is to increase contracting opportunities with the Metropolitan Water Reclamation District of Greater Chicago (“District”) for veteran-owned and operated small business enterprises.

Section 2. Definitions

- (a) “Contract Goals” means the numerical percentage goals for MBE, WBE, and VBE participation to be applied to an eligible District contract subject to Affirmative Action Ordinance Revised Appendix D of the Metropolitan Water Reclamation District of Greater Chicago and this Appendix V for the participation of MBEs, WBEs, and VBEs based upon the scope of work of the contract and the availability of MBEs, WBEs, and VBEs to meet the goal, and the District’s progress towards meeting its annual MBE and WBE goals.
- (b) “Eligible Veteran” means an individual who has been a member of the armed forces of the United States and served for a total of at least six (6) months, or for the duration of hostilities regardless of the length of engagement, and
 - (i) was discharged on the basis of hardship; or
 - (ii) was released from active duty because of a service-connected disability; or
 - (iii) was discharged under honorable conditions.

Former members of the military with the following type of discharges are excluded from the Policy:

- (i) dishonorably discharge; or
 - (ii) bad conduct discharge; or
 - (iii) general discharge under other-than-honorable conditions.
- (c) “Good Faith Efforts” means honest, fair, and commercially reasonable actions undertaken by a prime contractor or consultant to meet the VBE Contract Goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Contract Goals.
 - (d) “Local Business” means a business located within the District’s geographic market area as established by the 2021 Disparity Study, namely the counties of Cook , DuPage, Kane, Lake, McHenry, or Will, in the State of Illinois.
 - (e) “Minority-owned Business Enterprise” or “MBE” means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, joint venture, or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more socially and economically disadvantaged individuals who are members of one or more minority groups, or, in the case of a publicly held corporation, at least fifty-one (51) percent of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions, and daily business operations are controlled by one or more minority individuals.

- (f) “Small Business Enterprise” or “SBE” means a small business as defined by the United States Small Business Administration (SBA), pursuant to the business size standard found in 13 CFR Part 121, that is relevant to the scope of work the business seeks to perform on District contracts. A business is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the business’ previous five (5) fiscal years, exceed the size standards of 13 CFR Part 121.
- (g) “Veteran-owned Business Enterprise” or “VBE” means a local small business entity, including a sole proprietorship, partnership, corporation, limited liability company, joint venture or any other business or professional entity, which is at least fifty-one (51) percent owned by one or more eligible veterans, or in the case of a publicly held corporation, at least fifty-one (51) percent of the stock which is owned by one or more eligible veterans, and whose control and management of the business including long-term goals for the company as well as day-to-day operations are controlled by one or more eligible veterans.
- (h) “Women-owned Business Enterprise” or “WBE” means a local small business entity which is at least fifty-one (51) percent owned by one or more socially and economically disadvantaged individuals who are women, or in the case of a publicly held corporation, fifty-one (51) percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women. Determination of whether a business is at least fifty-one (51) percent owned by a woman or women will be made without regard to community property laws.

Section 3. Certification Eligibility

- (a) Only a business owned, managed, and controlled by an Eligible Veteran may be certified as a VBE.
 - (i) Ownership by one or more Eligible Veterans must be direct and unconditional; and
 - (ii) Subsidiaries owned or controlled by one or more Eligible Veterans is not acceptable.
- (b) For the purposes of this policy, there is no distinction between service-disabled and non-service disabled veteran-owned businesses.

Section 4. Contract Goals

- (a) The standard Contract Goal for VBEs is three (3) percent, unless otherwise specified in the language of the contract, specifically the Invitation to Bid. This goal is applicable to contracts awarded by the District where the total approved expenditure is in excess of one hundred thousand dollars (\$100,000.00).
- (b) VBE Contract Goals are separate and distinct from the MBE and WBE Contract Goals. An Eligible Veteran who is also a MBE or WBE may be utilized to fulfill the MBE, WBE, and VBE Contract Goals, as applicable. However, the three (3) percent VBE Contract Goal must be fulfilled in addition to the MBE and WBE Contract Goals set forth.
- (c) If a MBE or WBE is utilized to accomplish the VBE Contract Goal, the VBE commitment amount must be entered as a separate dollar amount on all contract documents.

- (d) VBE Contract Goals will only be applied to a contract when there are at least two (2) qualified VBE contractors or professional services consultants registered on the District's vendor list that are capable of performing the anticipated subcontracting functions of the contract.

*Section 5. **Good Faith Efforts***

A prime contractor must undertake Good Faith Efforts to ensure that qualified VBE businesses are utilized in the performance of the contract and provide maximum opportunities for VBE participation, notwithstanding the fact that the contractor may have the capability to complete the contract without the use of subcontractors.

*Section 6. **VBE Commitment Form Submission***

When completing a Utilization Plan for a contract bid document, a prime contractor must complete the VBE Commitment Form by doing the following:

- (a) Provide the name, contact information, and qualifications for prospective VBE businesses. Delineate the various anticipated categories and disciplines of services to be provided by VBE businesses and provide the dollar amount to be allocated to each business; and
- (b) Summarize commitment to comply with the VBE Contract Goal for the project. Compliance documents must be submitted as detailed in the bid solicitation. The Administrator will review compliance documents for each bid submission to determine whether it meets the requirements herein; and
- (c) Where a prime contractor or consultant is a business owned and controlled by a VBE or where the prime contractor or consultant utilizes a VBE in a joint venture or as a subcontractor, a prime contractor or consultant may count toward the achievement of its VBE Contract Goals the utilization of any VBE that also satisfies the definition of a SBE.

*Section 7. **Effective Date***

This Policy is effective as of December 31, 2022 and applies only to qualifying contracts advertised after the effective date.

Adopted pursuant to an Order of the Board dated November 15, 2018

Revised May 1, 2023

VBE COMMITMENT FORM

1. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State, Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

2. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

3. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

4. Name of VBE: _____
Identify MBE, WBE Status: _____ Address: _____
City, State, Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
*Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

* If a MBE or WBE will be utilized to accomplish the VBE Contract Goal, then the VBE commitment amount must be entered as a separate dollar amount. VBE Contract Goals are separate and distinct from the MBE and WBE Contract Goals.

Attach a copy of qualifications for each VBE business.

IMPORTANT NOTE TO BIDDERS AND NON-BIDDING PLANHOLDERS CHECKLIST FOR BIDDERS

- Bidders are notified to please read the entire contract documents and take the information into consideration when providing your bid.
- **Bidding documents are only available online, any addenda issued for this contract will be only available online at the District's website, www.mwr.org. The path to obtain contract documents is as follows: Doing Business → Procurement and Materials Management → Contract Announcements.**
- The District assumes no liability or responsibility for the failure or inability of any Bidder to successfully download any and all contract documents, including but not limited to specifications, proposal forms and/or plans, as a result of any type of technological computer and/or software system failure or breakdown that restricts, prohibits or prevents successful downloading of any and all District contract documents by the Bidder, whether caused by the District or other parties, directly or indirectly.
- The bid is being submitted on the bid forms provided by the office of the District's Director of Procurement and Materials Management. **The Bidder is responsible to submit the contract documents back to the District as instructed in the Invitation to Bid page as an upload via the Bonfire portal.**
- The bid is complete when the Bidder has completed and signed the *Proposal* and *Affidavit pages*. The *Affidavit* has been properly signed and notarized. All signatures shall be in writing and no proposal will be considered unless it is so signed. **Photographic and/or stamped signatures are acceptable.** NOTE: other documents contained in the contract may be required to be filled out and properly executed. These documents will be listed on the Bonfire-2 page in the contract booklet.
- The bid deposit, if applicable, in proper form and in the correct dollar amount, has been included in the bid. The bid documents have been reviewed by the Bidder for proper instructions and information.
- If the contract includes the Affirmative Action Ordinance, Revised Appendix D, and/or Appendix V, the Bidder must ensure the following:
 1. Each Bidder must submit with their proposals a signed and completed Utilization Plan which lists each business intended to be used as a Minority-Owned Business Enterprise (MBE) and/or Women-Owned Business Enterprise (WBE) on pages UP-2 and UP-3 and supplemental pages as necessary. **The Bidder must sign the Signature Section on page UP-4.** Failure to submit a signed Utilization Plan will result in a bid being deemed non-responsive and the bid will be rejected. Also, if a Waiver is sought, the bidder is required to sign pages UP-4 and UP-5, the Waiver Request Form; failure to do so will be viewed as non-responsive and the bid will be rejected.
 2. Each Bidder must submit **with their bid package** a copy of the MBE and/or WBE Subcontractor's Letter of Intent (page UP-6), for each company listed on their Utilization Plan. The submitted Letter of Intent must be completed and signed by the subcontractor and accompanied with a copy of the MBE and/or WBE's current Letter of Certification from a state, local government, or agency or documentation demonstrating that the company is an MBE and/or WBE within the meaning of the **Revised Appendix D**. Failure to submit the Utilization Plan signed by the Bidder at the time of the bid opening and the MBE and/or WBE Subcontractor's Letter of Intent signed by each MBE and/or WBE will be viewed as non-responsive and the bid will be rejected.
- It is strongly recommended that each Bidder read the Affirmative Action Ordinance Revised Appendix D in its entirety and if you have any questions you may contact the Diversity Office at (312) 751-4035 for assistance.

IMPORTANT NOTE TO BIDDERS AND NON-BIDDING PLANHOLDERS
CHECKLIST FOR BIDDERS

- If the Contract includes the Appendix V Document for Veteran Participation Goals, the Bidder must ensure the following:

Each Bidder must submit with their proposals a completed **VBE Commitment Form** which lists each business intended to be used as a VBE. The Bidder must make a **“Good Faith Effort”** to identify Veteran Owned-Businesses by completing the VBE Commitment Form. If the Bidder is unable to identify qualified VBE subcontractors capable of providing goods or services required by the contract, the Bidder must write **“no participation”** on the VBE Commitment Form. Where a Bidder has failed to meet the VBE participation goal, the Administrator shall require the Contractor to submit a Veteran’s Business Enterprise Good Faith Efforts Documentation Request Form and provide additional documentation of its good faith efforts in attempting to fulfill the VBE goal. Should you have any questions, please contact the Diversity Office at 312-751-4035.

- If the Multi-Project Labor Agreement (MPLA) is applicable, please sign and submit back with your submission.

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 by fax at 312-751-3042 or email at contractdesk@mwr.org.

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, UNDER [DOING BUSINESS, PROCUREMENT AND MATERIALS MANAGEMENT](#), CONTRACT BID OPENING RESULTS.

*Bids are subject to review for completeness, accuracy, and compliance with all the terms and conditions provided in the Contract Documents.