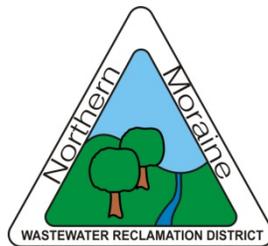


INVITATION TO BID

**Northern Moraine Wastewater
Reclamation District**



Clarifier Cover Recoating

**BID OPENING:
July 5th, 2019
1:00 pm**

**** All pages of this Bid Document must be submitted intact
for the bid to be considered valid. ****

Northern Moraine Wastewater Reclamation District

INSTRUCTIONS FOR SUBMITTING BIDS

GENERAL RULES

The general rules and conditions that follow apply to all bids requested and accepted by the Northern Moraine Wastewater Reclamation District (NMWRD) unless otherwise specified. Companies or their authorized representatives are expected to fully familiarize themselves with the conditions, requirements, and specifications as reflected in the bid documents before submitting proposals. The submitting of a bid implies that the vendor is familiar with, and intends to comply with, all conditions unless otherwise noted.

When mailing or hand delivering the bid forms, the envelope must be addressed as follows:

ATTN: Mohammed Haque
District Manager
Northern Moraine Wastewater Reclamation District
113 Timber Trail
P. O. Box 240
Island Lake, IL 60042

All bids must be delivered to the District Manager's Office prior to the bid opening date and time. Bids must be identified as such on the outside of the sealed envelope. Vendor's company name and address are to appear in the upper left corner. Bid information is to appear in the **lower left** corner and shall be marked:

"Clarifier Cover Recoating"
Attn: Mohammed Haque, District Manager"

CONTACT WITH DISTRICT – Any attempt to directly contact and influence any District Board of Trustees or staff members associated with this Project after receipt of this request for bids, and prior to the final selection decision as evidenced by a fully mutually executed contract with the final selected firm will be grounds for disqualification.

BIDDER'S QUALIFICATIONS - No award will be made to any Bidder who cannot confirm to the District's satisfaction that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The District's decision or judgment on these matters shall be final, conclusive and binding. The District may make such investigations as it deems necessary. The Bidder shall furnish to the District, under oath if so required, all information and data the District may request for the purpose of investigation.

RECEIVING OF BIDS - Bids received prior to the time of opening will be securely kept, unopened. The District Manager, whose duty it is to open bids, will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the District Manager or the District for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

ALTERNATE, MULTIPLE BIDS/SPECIFICATIONS - The specifications describe the supplies and/or services which the District feels are necessary to meet the performance requirements of the District. It is not the desire or the intent of the District to eliminate or exclude any company from submitting a bid because of minor deviations, alternates, or changes.

Firms desiring to submit a bid on items which do not comply with these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, **ALTERNATE BIDS MUST BE CLEARLY INDICATED AS SUCH, AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** The bid must be accompanied by complete specifications for the items offered. Any questions regarding the specifications, drawings, etc., shall be referred to that individual so referenced in the specifications section. Vendors wishing to submit a secondary bid must submit it as an alternate bid. **Only one bid per envelope.**

Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The District's written decision of approval or disapproval of a proposed substitution shall be final.

The District shall be the sole and final judge unequivocally as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm or corporation.

LATE BIDS - Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted. These bids will either be refused or returned unopened. It is the company's responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified hour will not be accepted regardless of the postmarked time on the envelope.

BIDS BY FAX - Bids must be submitted on the original forms provided by the District, completely intact as issued. **Facsimile machine transmitted bids will not be accepted,** nor will the District transmit bid documents to prospective bidders by way of a facsimile machine.

ERROR IN BIDS - When an error is made in extending total prices, the unit bid price will govern. Otherwise, the bidder is not relieved from errors in bid preparation. Erasures in a bid must be explained over an authorized company signature.

WITHDRAWAL OF BIDS - A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the District Manager prior to the specified time of opening. After the opening, a company cannot withdraw his/her bid for a period of ninety (90)

calendar days, or such longer time as stated in the bid documents. Furthermore, the contractor/vendor so agrees to these conditions and terms in submitting a bid.

CONSIDERATION OF BID - No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the District or has failed to perform faithfully any previous contract with the District.

The person, firm or corporation if requested, shall present, within 48 hours, evidence satisfactory to the District of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

PRICES - Unit prices shall be shown for each unit on which there is a bid, and shall include all packing, crating, freight, and shipping charges, and cost of unloading at the destination unless otherwise stated in the bid. Cash discounts will not be considered in determining overall price, but may be used in the overall evaluation.

TAX-EXEMPT STATUS - Unit prices shall not include any local, state, or federal taxes. The District is exempt, by law, from paying State or Local Retailer's Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. If needed, the District shall supply the successful bidder with its tax exemption number.

DOCUMENTS - Any documents submitted as part of this invitation are subject to the requirements of the Freedom of Information Act.

AWARD OR REJECTION - The District reserves the right to reject and/or award any and all bids or parts thereof and to waive any formalities and technicalities according to the best interests of the District.

Companies shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the District of the compensation to the bidder.

ANY EXCEPTIONS NOT TAKEN BY THE BIDDER SHALL BE ASSUMED BY THE DISTRICT TO BE INCLUDED.

A contract will be awarded to the lowest responsible bidder complying with the conditions of the contract documents only when it is in the best interest of the District to accept the bid. The District shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

EXECUTION OF CONTRACT - The individual, firm or corporation to whom or to which a contract has been awarded shall execute a contract and return it to the District within ten (10) days after receiving it in the mail from the District. The District intends to utilize a contract document similar to Attachment "A" which has been attached to the end of this document. The bid submittal form, as submitted and signed by the company, shall constitute a final agreement

and the bid specifications contained herein shall become part of the agreement. Any additional work to be performed, as mutually agreed upon by the District and the company, shall become a part of that agreement. Unless it is specifically stated otherwise on the bid, the bid will be awarded to, or placed with, and payment made to the person or company that signs the bid.

FAILURE TO EXECUTE CONTRACT - Failure to comply with any of the requirements of these specifications and contract, or failure to give satisfactory security in a sum equal to the full amount of the contract price, or failure to execute a contract within (10) days as specified, shall be a just cause for annulment of the award, or of the Contract if executed, and in the event of the annulment of the award or the Contract, it is understood by the Bidder that the amount of guarantee deposited with the proposal shall become the property of the District and shall be retained not as a penalty, but as liquidated damages.

REQUIREMENTS OF BID - When necessary, the successful company shall, within ten (10) days after notification of the award: (a) enter into a contract in writing with the District covering all matters and things as set forth in the specifications and bid; (b) carry insurance acceptable to the District covering public liability, property damage, automobile liability and worker's compensation.

PERMITS AND LICENSES - The successful company shall obtain, at their own expense, all permits and licenses which may be required to complete the contract.

CONTRACT ALTERATIONS - No amendment of a contract shall be valid unless made in writing and signed by the District Manager or his authorized agent.

NOTICES - All notices required by the contract shall be given in writing.

NON-ASSIGNABILITY - The contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the District Manager. Such assignment shall not relieve the contractor from his obligations, or change the terms of the contract.

IDENMNITY/HOLD HARMLESS - To the fullest extent permitted by law, the Contractor or Consultant hereby agrees to defend, indemnify and hold harmless the District, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses (including attorney's fees), which may in any way accrue against the District, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor or Consultant, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the District, its agents or employees. The Contractor or Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the District, its officials, agents and employees, in any such action, the Contractor or Consultant shall, at its own expense, satisfy and discharge the same.

The Contractor or Consultant expressly understands and agrees that any performance bond or letter of credit, or insurance policies required by this contract, or otherwise provided by the Contractor or Consultant, shall in no way limit the responsibility to indemnify, keep, save, hold harmless and defend the District, its officials, agents and employees as herein provided.

The Contractor or Consultant further agrees that to the extent that money is due the Contractor or Consultant by virtue of this contract, as shall be considered necessary in the judgment of the District, may be retained by the District to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the District.

REQUIRED INSURANCE - When submitting a proposal or bid, and/or agreeing to provide products and/or services to the District, the contractor or consultant shall certify that he/she has all insurance coverages required by law, outlined below, or would normally be expected for the type of business. The contractor or consultant shall procure and maintain, for the duration of the contract or agreement with the District, insurance against claims for injuries to persons or damages to property, which may arise from, or in connection with the performance of the work by the contractor or consultant, his agents, representatives, employees or subcontractors.

In addition, the contractor or consultant shall provide coverage at least as broad as:

Insurance Services Office Commercial General Liability, with the District named as additional insured, on a form at least as broad as the endorsement ISO Additional Insured Endorsement CG 2010, CG 2026, or if requested by the District, CG2037 - Completed Operations.

Minimum Limits: The contractor or consultant shall maintain limits no less than the following, \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

General Provisions:

1. The District, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the contractor's or consultant's work, including activities performed by or on behalf of the contractor or consultant; products and completed operations of the contractor or consultant; premises owned, leased or used by the contractor or consultant; or automobiles owned, leased, hired or borrowed by the contractor or consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officials, agents, employees and volunteers.
2. The contractor's or consultant's insurance coverage shall be primary as respects to the District, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the District, its officials, agents, employees and volunteers shall be in excess of contractor's or consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officials, agents, employees and volunteers.
4. The contractor's or consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that contractor's or consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the contractor or

consultant shall be required to name the District, its officials, agents, employees and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the District.

6. All general liability coverages shall be provided on an occurrence policy form. Claims made the District's general liability policies will not be accepted.

Insurance Services Office Business Auto Liability Coverage, form number CA 0001, Symbol 01 "Any Auto." **Minimum Limits:** The contractor or consultant shall maintain limits no less than the following, \$1,000,000 combined single limit per accident for bodily injury and property damage. (This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles)

Workers' Compensation and Employers' Liability. **Minimum Limits:** The contractor or consultant shall maintain limits no less than the following, Workers Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident. **General Provisions:** The insurer shall agree to waive all rights of subrogation against the District, its officials, agents, employees and volunteers for losses arising from work performed for the Northern Moraine Wastewater Reclamation District by the contractor or consultant.

Applicable to All Coverages

The policies are to contain, or be endorsed to contain, the following provisions:

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to, and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the member, its officials, agents, employees and volunteer; or the Contractor or consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- The specifications may require higher limits or additional types of insurance coverages than shown above and the contractor WILL be required to furnish a certificate of insurance, copy of additional insured endorsement or other proof of insurance coverages.

Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

Verification of Coverage

The contractor or consultant shall furnish the District with certificates of insurance naming the District, its officials, agents, employees and volunteers as additional insureds (Exhibit A), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the District and are to be received and approved by the District before any work commences. The

attached Additional Insured Endorsement (Exhibit B) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit B), such as ISO Additional Insured Endorsements CG 2010 or CG 2026. The District reserves the right to request fully certified copies of the insurance policies and endorsements.

SUBCONTRACTORS AND SUBCONSULTANTS

The contractor or consultant shall include all subcontractors or subconsultants as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor or subconsultant. All coverages for subcontractors or subconsultants shall be subject to all of the requirements stated herein.

ASSUMPTION OF LIABILITY

The contractor or consultant assumes liability for all injury to or death of any person or persons including employees of the contractor or consultant, any sub-contractor or subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the contractor's or consultant's contract or agreement with the District.

COMPLIANCE WITH ALL LAWS

The contractor or consultant shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws (if applicable), the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations. Also including the following:

Equal Employment Opportunity - During the performance of the contract and/or supplying of materials, equipment and supplies, the contractor or consultant must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal employment opportunity requirements.

Prevailing Wages - If applicable, all laborers, workers, and mechanics shall be paid no less than the current prevailing wages for the construction trades, as established by the Illinois Department of Labor and included in these provisions.

Substance Abuse Prevention - In accordance with Section 15 of the Substance Abuse Prevention on Public Works Projects Act 820 ILCS 265, before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees.

The contractor or consultant, if required by the District shall provide evidence of specific regulatory compliance.

SAFETY/LOSS PREVENTION PROGRAM

The District may request that the contractor or consultant provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the District. Evidence of completed employee safety training shall be provided if requested by the District.

BID BOND

Each bid must be accompanied by a bid bond, certified check, or cashier's check in the amount of \$1,000, payable to the Northern Moraine Wastewater Reclamation District. The bid bond, certified check, or cashier's check must comply with the provisions found in the Illinois Revised Statutes. Checks will be returned to the unsuccessful bidders upon the award of a contract to the successful bidder. The bid bond, certified check, or cashier's check submitted by the successful bidder will be returned upon the execution and acceptance of the contract by the District.

EXHIBIT A

(EXAMPLE)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE							DATE (MM/DD/YYYY) Completed	
PRODUCER Fully Completed				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED Fully Completed				INSURERS AFFORDING COVERAGE			NAIC #	
				INSURER A: Name of Insurance Company			Completed	
				INSURER B: Name of Insurance Company			Completed	
				INSURER C: Name of Insurance Company			Completed	
				INSURER D: Name of Insurance Company			Completed	
				INSURER E: Name of Insurance Company			Completed	
COVERAGES								
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	X	GENERAL LIABILITY CG001 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONT PROT (IF REQUIRED) <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ 1,000,000	
						DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000	
						MED EXP (Any one person)	\$ 5,000	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS-COMP/OP AGG	\$ 1,000,000	
A		AUTOMOBILE LIABILITY CA001 <input checked="" type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)	\$ 1,000,000	
						BODILY INJURY (PER PERSON)	\$	
						BODILY INJURY (PER ACCIDENT)	\$	
						PROPERTY DAMAGE (PER ACCIDENT)	\$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT	\$	
						OTHER THAN EA ACC	\$	
						AUTO ONLY: AGG	\$	
B	X	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ per request	
						AGGREGATE	\$ per request	
C		WORKES COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS		
						E.L. EACH ACCIDENT	\$ 500,000	
						E.L. DISEASE-EA EMPLOYEE	\$ 500,000	
						E.L. DISEASE-POLICY LIMIT	\$ 500,000	
		OTHER Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS								
List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.								
CERTIFICATE HOLDER				CANCELLATION				
Additional Insured: Member, its officials, employees, agents and volunteers.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SIGNATURE OF AUTHORIZED AGENT				

EXHIBIT B

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Name of Insured:

Policy Number:

Policy Period:

Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your ongoing operations".

For purposes of this endorsement, "arising out of your ongoing operations" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

SUBCONTRACTORS - In order that the District may be assured that only qualified and competent subcontractors will be employed on the project, each proposer shall submit with their proposal a list of subcontractors who will perform the work, if any. The bidder shall have determined to their own satisfaction that subcontractor has been successfully engaged in this particular type of business for a reasonable length of time, has successfully completed work comparable to that which is required by this specification, and is both technically and financially qualified to perform the pertinent phase of work for which they are listed.

Contractor or bidder shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ACCEPTANCE - After the acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the District, this instruction to bidders, including the specifications, will constitute part of the legal contract between the Northern Moraine Wastewater Reclamation District and the successful Contractor.

DEFAULT - The District may terminate a contract by written notice of default to the contractor/vendor if:

- a. The contractor/vendor fails to make delivery of the materials or perform the services within the time specified in the bid, or
- b. Fails to make progress so as to endanger the performance of the contract, or
- c. Fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as is required.

If the District terminates the contract, the District may procure supplies or services similar to those so terminated, and the contractor/vendor shall be liable to the District for any excess costs for similar supplies and services, unless the contractor/vendor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

SPECIAL CONDITIONS - Wherever special conditions are written into the Specifications or Special Provisions sections which are in conflict with conditions stated in these instructions for submitting a bid, the conditions stated in the Specifications or Special Provisions sections shall take precedence.

DELIVERY - Where applicable, all materials shipped to the District must be shipped F.O.B. delivered, designated location, Island Lake, Illinois. If the delivery is made by truck, arrangements must be made in advance by the Bidder, with concurrence by the District, for receipt of the materials. The materials must be delivered where and when directed.

INSPECTIONS - The District shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the District. Any items rejected shall be removed from the premises of the District and/or replaced at the entire expense of the successful bidder.

BID RIGGING/ROTATING - Illinois State law Article 33 E-6 and 33 E-9 states it is unlawful to participate in bid rigging and/or rotating. State law further states that it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting the amount and/or liability through proper procedures.

Therefore, the undersigned hereby certifies that the bidder is not barred from submitting a bid on the contract as a result of State law 33 E-6 and 33 E-9, prohibiting bid rigging and/or rotation, and that the bidder is not delinquent in the payment of any tax, unless it is contested in accordance with the procedures established by the appropriate revenue act.

Bidder _____

Address _____

Authorized Person _____

Authorized Signature _____

Title _____

Date _____

REQUEST FOR BIDS

Clarifier Cover Recoating

Bid Opening Time: 1:00 PM
Bid Opening Date: July 5th, 2019
Location: Northern Moraine Wastewater Reclamation District (NMWRD)
113 Timber Trail
Post Office Box 240
Island Lake, IL 60042-0240

GENERAL INFORMATION

The Northern Moraine Wastewater Reclamation District, (NMWRD) is requesting sealed bids from a qualified painting contractor to complete cleaning, prepping, priming and painting of the two (2) eighty-five (85') foot diameter fiberglass dome covers of Final Clarifiers North and South at its Wastewater Treatment Plant located at 420 Timber Trail, Island Lake, IL 60042. The surface area of each clarifier dome is estimated to be approximately 6,000 square feet. Plan drawings of the two (2) clarifiers have been attached to the end of this document as Attachment "B." An aerial photo of the clarifiers have been attached to the end of this document as Attachment "C."

The apparent silence of this specification to any detail or the omission from it of any detailed description concerning any point shall be regarded as meaning only the best commercial practices are to prevail and only materials of first quality, correct type, size and design are to be used. All workmanship is to be of the highest, most professional quality, and all interpretations of this specification shall be made upon this statement.

OPTIONAL FIELD VERIFICATION

The District will not be hosting a formal pre-bid meeting. However, if a bidder would like to request a viewing of the clarifiers, arrangements should be made by phoning the District office at (847) 526-3300 or by e-mailing info@nmwrd.org.

SCOPE OF SERVICES

Work for this project will include the cleaning, preparation, priming, painting and clean-up of the fiberglass dome covers of the south and north Clarifiers at the treatment plant. Prices should include all Labor and Material to coat two clarifiers individually. (Price Each)

REQUIRED JOB SPECIFICATIONS

- A) **Surface Preparation:** *The performance of paint coating is directly dependent upon the correct and thorough preparation of the surface prior to coating. The contractor shall refer to the following standards recognized and recommended by paint manufacturers: International Standard ISO 8504-:1992(E), Steel Structures Painting Council (SSPC), International Standards ISO8501- 1:1998(E) and ISO 8501-2:1994. Swedish Standard SIS 05 59 00 (1967), Ship Building Research of Japan, International Protective Coatings Hydro Blasting Standards, International Protective Coatings Slurry Blasting Standards, and International Protective Coatings Abrasive Sweep Blasting Standards. District staff as well as a manufacturer's representative must approve the surface preparation prior*

to painting.

- a. Prepare surface by high pressure water washing with non-ionic detergent to remove oil, grease, salts, poorly adherent paint and other contaminants. Use a minimum pressure of 2500 psi. All surfaces to be painted MUST be free of contamination.
- b. Scuff sand existing surface to ensure glossy surfaces are dull utilizing SSPC-SP2 Hand Tool Cleaning and SSPC-SP3 Power Tool Cleaning.
- c. Wash the entire surface with clean water to remove dust and contaminants at a minimum pressure of 2500 psi.

B) PRODUCT SPECIFICATIONS: The products used in this project shall be equivalent to or exceed the following:

- a. Devran 201H (Primer) 2.0-3.0 DFT Mil 2.72 lb/gal 58% Volume Solids Color: Light Grey Thinner: T10 Epoxy Primer
- b. Devthane 379 (Finish) 2.0-3.0 DFT Mil 2.59 lb/gal 63% Volume Solids Color: Cream or Light Tan (final selection based on color charts to be supplied with bids) Thinner: T9 Urethane
- c. Devthane 379 (Protective) 2.0-3.0 DFT Mil 3.00 lb/gal 57% Volume Solids Color: Gloss Clear Thinner: T9 Urethane

The preceding products can be obtained through International Paint LLC. Other paint manufactures that meet or exceed the above requirements are also acceptable.

RESPONSIBILITIES OF CONTRACTOR

Contractor shall perform work in accordance with the following standards:

- a. All work shall be performed by authorized qualified personnel.
- b. Maintain a clean environment.
- c. All work shall be performed in accordance with local, state, and federal codes, including OSHA confined space entry regulations and respiratory protection program.
- d. Product may be either sprayed or rolled as long as the required minimum Mil's are obtained throughout the entire area of each dome. **NOTE:** If the winning bidder chooses to spray coat product, it is their responsibility to determine wind directions and to eliminate any overspray to other structures, buildings, vehicles or any other objects both on and off District property. The winning bidder agrees to accept all responsibility for any overspray incident that may occur during the execution of this project.
- e. The successful contractor shall be accountable for any and all damage to any buildings, equipment, walks, driveways, utilities, trees, grounds and persons

which occur while performing the service work called for.

REPRESENTATIONS

Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide the services, and is appropriately accredited and licensed by all applicable agencies and governmental entities.

SITE INSPECTION

The successful bidder shall schedule all arrangements with the District Manager or his designee. The successful bidder shall inspect the work location and be aware of any physical hazards or special conditions that require additional attention. Any special condition or specific site related issues that may result in an additional expenditure must be identified in writing to the District and agreed upon prior to the commencement of any maintenance.

SAFETY

It is expected that the successful contractor follows all applicable safety rules and policies in accordance with company safety practices and all state and federal laws. Work in an orderly and safe manner to ensure protection of the local residents and District employees so that no accidents occur.

TERM OF CONTRACT and LIQUIDATED DAMAGES

Work must be completed by September 1, 2019. In the event that work is not completed by September 1, 2019, liquidated damages shall apply at the rate of \$100 per day.

TERMINATION

The District reserves the right to terminate this contract or any part of this contract, at any time by notification to the contractor of the District's intent to do so.

QUALIFICATIONS and REFERENCES

All contractors must be qualified and provide at least three (3) references for similar clarifier dome painting with other local municipalities. All contractors must complete the "References" form included within the contract.

PREVAILING WAGE ACT

This Contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). Contractor and all subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties. To comply with the Act, Contractor and each subcontractor must submit to Owner a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the 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 B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. Upon two business days' notice, Contractor and each subcontractor must make available for inspection

the records required to be made and kept by the Act (i) to Owner and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

EXISTING UTILITIES

The successful bidder shall familiarize themselves with the location of all utilities and related structures that may be found in the vicinity of the maintenance site. The successful bidder shall conduct their operations to avoid damage to the above-mentioned utilities or structures. Should any damage occur due to the successful bidder's negligence, repairs shall be made by the contractor at their expense in a manner that is acceptable to the District Manager.

NOTIFICATION

The successful bidder shall notify the District Manager a minimum of forty-eight (48) hours prior to the start of work.

PREVIOUS CONTRACT

The previous contract for clarifier cover recoating is listed below:

- 2013 Clarifier Cover Recoating
 - **Allied Painting - \$19,950.00**

GENERAL REQUIREMENTS:

Specifications and all Contract Documents may be obtained from the Northern Moraine Wastewater Reclamation District, 113 Timber Trail, P.O. Box 240 Island Lake, IL 60042. Prices quoted must be valid for a minimum of (90) days from the date of the bid opening.

Bids will be received by Mohammed Haque, District Manager, at the above address until **1:00 p.m. on July 5th, 2019**. All bids will be publicly opened immediately thereafter. Bids must be identified as such on the outside of the sealed envelope. Vendor's company name and address are to appear in the upper left corner. Bid information is to appear in the **lower left** corner and shall be marked:

"Clarifier Cover Recoating"
Attn: Mohammed Haque, District Manager"

The Northern Moraine Wastewater Reclamation District reserves the right to reject any and all bids or to waive any technicalities, discrepancies, or information in the bids.

All detailed questions concerning the actual bid specifications are to be forwarded to Mohammed Haque, District Manager, in writing via fax to 847-526-3349 or e-mail to haque@NMWRD.org no less than five (5) business days prior to the scheduled bid opening date.

The Northern Moraine Wastewater Reclamation District does not discriminate in admission, access to, treatment, or employment in its programs and activities.

REFERENCES

List below other organizations (users of similar size and structure to District preferred) for which these or other similar services have been provided:

Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

**NMWRD
113 Timber Trail
PO Box 240
Island Lake, IL 60042-0240**

BID OPENING: July 5th, 2019 at 1:00 PM

Bidder Information

Company Name: _____ **Telephone:** _____
Address: _____ **Fax:** _____
City, State, Zip: _____ **Email:** _____
Contact Person: _____

BASE BID PRICE FOR: NMWRD North & South Clarifier Cover Painting

North Clarifier Painting \$ _____

South Clarifier Painting \$ _____

TOTAL for Painting Both Clarifiers \$ _____

List any and all deviations from minimum specifications:

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the NMWRD the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Name of Authorized Representative _____ Title _____

Company Name _____

Street Address _____

City _____ State _____ Zip Code _____ (Area Code) Phone Number _____

SERVICE AGREEMENT
CLARIFIER COVER RECOATING

THIS AGREEMENT is entered into this _____ day of _____, 2019 between the Northern Moraine Wastewater Reclamation District, an Illinois municipal corporation, (hereinafter referred to as the "District"), and _____(hereinafter referred to as the "Contractor").

WHEREAS, the District is authorized to enter into this agreement; and

WHEREAS, the Contractor is a(n) _____(Corporation, Sole Proprietorship, Limited Liability Company, Limited Liability Partnership) and desires to enter into this Agreement with the District,

WHEREAS, the Contractor represents that it has the full authority to enter into this Agreement and that the party executing this Agreement on behalf of the Contractor has been authorized by the Contractor to execute the Agreement on the Contractor's behalf; and

WHEREAS, the conditions contained in this Agreement, and the attached exhibits, incorporated by reference herein, constitutes the full and complete Agreement between the parties regarding the subject matter of this Agreement. The following described exhibits are attached hereto and incorporated herein:

- A. The Request for Proposal/Bid specifications, addendums and submittal form attached hereto as Exhibit A.
- B. All certifications and or licenses as may be required by applicable federal, state or local law, attached hereto as Exhibit B.
- C. Certificates of insurance and related endorsements, attached hereto as Exhibit C.
- D. Performance and payment bonds, as approved by the District Manager attached hereto as Exhibit D.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1: RECITALS The foregoing recitals are hereby incorporated herein as if fully set forth.

SECTION 2: SERVICES / SCOPE OF WORK

- A. The Contractor shall _____ in accordance with the specifications set forth in Exhibit A (hereinafter referred to as the "Work").
- B. Contractor represents that all employees utilized by Contractor are fully qualified and trained to perform the Work. Contractor understands that no training will be provided by the District. In performing its obligations pursuant to this Agreement, Contractor will take no action which will adversely affect the goodwill or reputation of the District.
- C. The Contractor shall cooperate fully with the District, other District consultants, other municipalities and other local government officials, public utility companies and others as may be directed by the District. This shall include attendance at meetings, discussions and hearings as requested by the District.

SECTION 3: PAYMENT FOR SERVICES

Contractor shall submit invoices for all Work performed. All invoices shall describe, with particularity, the Work performed. The District shall have no obligation to make any payments until such time as District accepts performance as satisfactory. All payments under this contract shall be made to the Contractor as identified by this Agreement and no payments will be personally made to any individual, company or other entity not identified by this Agreement. Upon the District's acceptance of the Work as satisfactory, the District agrees to pay the Contractor pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.).

The Total Cost of all of the Work to be performed pursuant to this Agreement shall not exceed: \$ _____

SECTION 4: TERM AND TERMINATION

- A. The Work shall commence on ____, 2019 and proceed continuously and expeditiously until completed. This Agreement shall terminate on _____ 2019, unless extended as provided for in the bid documents.
- B. The "District" may terminate this Agreement by written notice of default to the "Contractor" if (a) the "Contractor" fails to make timely delivery of the materials or perform the Work within the time specified in Exhibit A, or (b) fails to make progress as required by this Agreement, or (c) fails to provide or maintain in full force and effect, the liability and indemnity coverages or performance bond as is required by this Agreement.
- C. If the "District" terminates the agreement, the "District" may procure supplies or services similar to those so terminated, and the "Contractor" shall be liable to the "District" for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

SECTION 5: INSURANCE

The Contractor shall have in place at all times that this Agreement is in effect, insurance which is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois. The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the types and limits shown below. The required certificates of insurance and endorsements shall be attached as Exhibit C and shall be furnished to the District before starting work or within ten (10) days after the execution of this agreement.

- A. Insurance Services Office Commercial General Liability
 1. *Minimum Limits and form:*
 - \$1,000,000 combined single limit per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal injury.
 - \$2,000,000 general aggregate, minimum; or a project/contract specific aggregate of \$1,000,000.
 - Shall be provided on an occurrence policy form.
 2. *Additional Insured and Endorsement:* The District, its officials, agents, employees and volunteers are to be covered as additional insured, on a form at least as broad as the endorsement ISO Additional Insured Endorsement CG 2010, CG 2026, or if requested by the District, CG2037 - Completed Operations, as respects: liability arising out of the contractor's work, including activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officials, agents, employees and volunteers.
 3. The contractor's insurance coverage shall be primary as respects the District, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the District, its officials, agents, employees and volunteers shall be excess of contractor's insurance and shall not contribute with it.

Attachment "A"

4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officials, agents, employees and volunteers.
 5. The contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 6. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the contractor shall be required to name the District, its officials, agents, employees and volunteers as additional insured. A copy of the actual additional insured endorsement shall be provided to the District.
- B. Insurance Services Office Business Auto Liability Coverage (form number CA 0001, Symbol 01 "Any Auto.")
1. *Minimum Limits:* The contractor shall maintain limits no less than the following, \$1,000,000 combined single limit per accident for bodily injury and property damage.
 2. This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles)
- C. Workers' Compensation and Employers' Liability
1. *Minimum Limits:* The contractor shall maintain limits no less than the following, Workers Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
 2. *General Provisions:* The insurer shall agree to waive all rights of subrogation against the District, its officials, agents, employees and volunteers for losses arising from work performed for the Northern Moraine Wastewater Reclamation District by the contractor.
- D. Professional Liability Insurance (applicable to architectural, engineering, surveying, and consulting, including consultants who are contracted to draft District codes, specifications and/or regulations)
1. *Minimum Limits:* The contractor shall maintain limits no less than the following, \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the Agreement, with a deductible not-to-exceed \$50,000 without prior written approval.
 2. *General Provision:* If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the contractor shall be required to purchase supplemental insurance extending reporting period coverage for a period of not less than three (3) years.
 3. Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.
- E. Environmental Impairment/Pollution Liability Coverage
- Required if Checked: _____
- (applicable to pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site.)
1. *Minimum Limits:* The contractor shall maintain limits no less than the following, \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.
 2. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

Applicable to All Coverages: The policies are to contain, or be endorsed to contain, the following provisions:

- A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

Attachment "A"

- B. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to, and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, agents, employees and volunteer; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. The specifications may require higher limits or additional types of insurance coverages than shown above and the contractor WILL be required to furnish a certificate of insurance, copy of additional insured endorsement or other proof of insurance coverages.
- D. The contractor shall furnish the District with certificates of insurance naming the District, its officials, agents, employees and volunteers as additional insured (Exhibit A), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the District and are to be received and approved by the District before any work commences. The District reserves the right to request fully certified copies of the insurance policies and endorsements.

Subcontractors and Subconsultants: The contractor shall include all subcontractors or subconsultants as insured under its policy or shall furnish separate certificates and endorsements for each subcontractor or subconsultant. All coverages for subcontractors or subconsultants shall be subject to all of the requirements stated herein.

Assumption of Liability: The Contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor or subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of the Work performed pursuant to this Agreement.

SECTION 6: INDEMNIFICATION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the District, its elected and appointed officials, agents and employees, insurers and attorneys, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses (including attorney's fees), which may in anywise accrue against the District, its elected and appointed officials, agents, employees, attorneys and insurers arising in whole or in part or in consequence of the performance of the Work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the District, its agents, employees or employees. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the District, its elected and appointed officials, agents, attorneys and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

The Contractor expressly understands and agrees that any performance bond or letter of credit, or insurance policies required by this Agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the District, its officials, agents and employees as herein provided. The Contractor further agrees that to the extent that money is due the Contractor by virtue of this Agreement as shall be considered necessary in the judgment of the District, may be retained by the District to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the District.

SECTION 7: COMPLIANCE WITH LAWS

The Contractor and any subcontractor retained by the Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws (if applicable), the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) or EEOC statutory provisions and rules and regulations. Also including the following:

Equal Employment Opportunity - During the performance of the Agreement and/or supplying of materials, equipment and supplies, the contractor must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal employment opportunity requirements.

Prevailing Wages - If applicable, all laborers, workers, and mechanics shall be paid no less than the current prevailing wages for the construction trades, as established by the Illinois Department of Labor and included in these provisions.

The Contractor, if required by the District shall provide evidence of specific regulatory compliance.

SECTION 8: SAFETY AND LOSS PREVENTION

The District may request that the Contractor provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the District. Evidence of completed employee safety training shall be provided if requested by the District.

SECTION 9: NOTICE

Any notice required to be given by this agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service to the person and addresses indicated below, or sent by facsimile or e-mail with an acknowledgement of receipt, to the following:

To the District:
Northern Moraine Wastewater Reclamation Dist.
P.O. Box 240, 113 Timber Trail
Island Lake, IL 60042
Attention: Mohammed Haque, District Manager
e-mail: haque@nmwrd.org
facsimile: 847-526-3349

To the Contractor:

Attention:
email:
Fax:

Or to such other parties or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 10: MODIFICATION AND AMENDMENTS

Except as otherwise provided herein, the nature and scope of services specified in this Agreement may only be modified by written amendment to this Agreement, approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modifications shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

SECTION 11: STANDARDS

A. The Contractor shall perform all of the provisions of this Agreement to the satisfaction of the District. The District shall base its determination of the Contractor's fulfillment of the scope of the work in accordance with accepted standards of other parties in the same field as Contractor. The Contractor shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

B. The Contractor shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The District's acceptance of any of the Contractor's professional services shall not relieve the Contractor of its responsibility to subsequently correct any such errors or omissions.

Attachment "A"

D. The Contractor shall respond to the District's notice of any errors and/or omissions within 24 hours. The Contractor shall be required to visit the Work site if directed by the District.

E. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

SECTION 12: DRAWINGS AND DOCUMENTS

A. Any drawings, survey data, reports, studies, specifications, estimates, maps, computations, and other documents required to be prepared by the Contractor for the Work shall be the property of the District. Subject to the disclosure requirements of the Illinois Freedom of Information Act, any drawings and other documents prepared by the Contractor for the Work shall not be used on other project without the prior written approval of the Contractor.

B. The Contractor and its subcontractors or subconsultant shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the District and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the District and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the District for recovery of any funds paid by the District under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

SECTION 13: SUCCESSORS AND ASSIGNS

The District and the Contractor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the District nor the Contractor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the District and the Contractor.

SECTION 14: FORCE MAJEURE

Neither the District nor the Contractor shall be liable for any delay or failure in performance of any part of this Agreement if due to a cause beyond its control and without its fault or negligence including, without limitation: (1) acts of nature; (2) acts or failure to act on the part of any governmental authority other than the District or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; (3) acts of war; (3) acts of civil or military authority; (4) embargoes; (5) work stoppages, strikes, lockouts, or labor disputes; (6) public disorders, civil violence or disobedience; (7) riots, blockages, sabotage, insurrection or rebellion; (8) epidemics; (9) terrorist acts; (10) fires or explosions; (11) nuclear accidents; (12) earthquakes, floods, hurricanes, tornadoes, or other similar calamities; (13) major environmental disturbances; or (14) vandalism.

SECTION 15: CAPTIONS AND HEADINGS

Captions and paragraphs headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

SECTION 16: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action arising out of or due to this Agreement shall be in the Circuit Court for McHenry County, Illinois.

SECTION 17: ENTIRE AGREEMENT

This Agreement sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

SECTION 18: SEVERABILITY

Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its by-laws to execute this Agreement on its behalf. The District Manager and District Clerk warrant that they have been lawfully authorized to execute this Agreement. The Contractor and the District shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement as of the dates set forth below.

**Northern Moraine Wastewater
Reclamation District**

CONTRACTOR NAME

By: _____

By: _____

Printed
Name Mohammed M. Haque

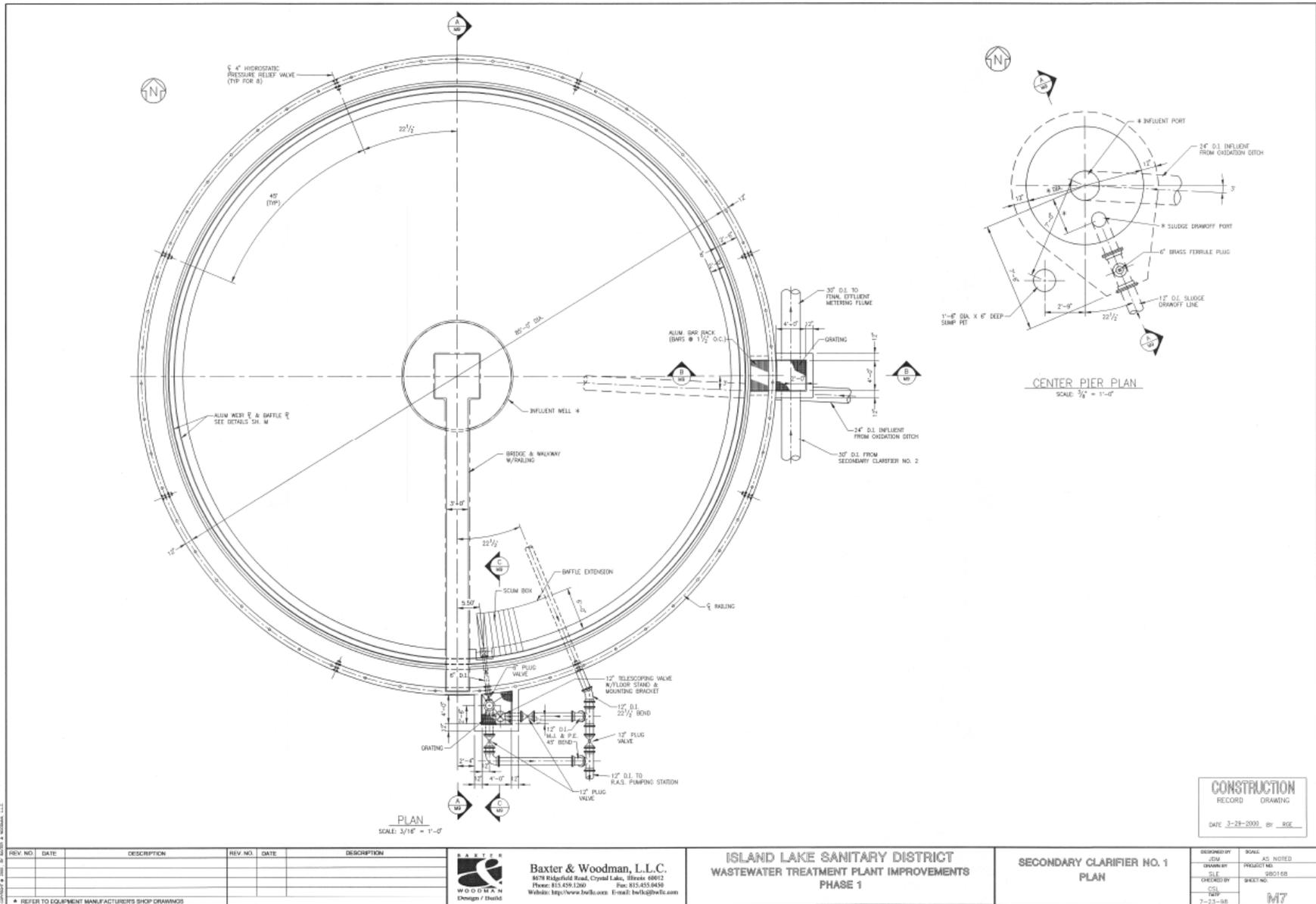
Printed
Name _____

Title District Manager

Title _____

Date _____

Date _____



Attachment "B" - Clarifier No. 1 (North)



Attachment "C" – Aerial of NMWRD Secondary Clarifiers.