



June 28, 2021

To: Planholders:

SUBJECT: Jones Island Water Reclamation Facility, IPS Pump #3-2 Repairs,
Public Bid No. 55242;

Veolia Water Milwaukee LLC ("VWM") is seeking bids for furnishing all plant, labor, equipment, materials and performing all work necessary for this project. This bid package will be available, Monday, June 28, 2021 and due electronically via Quest Construction Data Network (CDN) no later than **2:00 p.m., local time**, Wednesday, July 28, 2021, when the bids will be publicly opened. The link to Quest CDN can be found at www.veolianorthamerica.com/milwaukee/. A pre-bid meeting will be held by phone at 10:00 a.m., Wednesday, July 7, 2021. All interested bidders should direct their questions about the pre-bid meeting to barbara.brown2@veolia.com or call 414-747-3852. The site tour may be held virtually, by pictures, or a limited face to face visit. Dan Skoczynski will determine which option will take place for this project.

Bid results may be publicly viewed, Wednesday, July 28, 2021 no later than 2:30 p.m., in the Procurement Office, 1st Floor, Maintenance Building #280, located at the Jones Island Water Reclamation Facility, 700 East Jones Street, Milwaukee, WI 53207. The bid results may also be viewed electronically on Quest CDN and www.veolianorthamerica.com/milwaukee/ websites.

The Contract Documents may be viewed and downloaded by registering with Quest CDN online (www.questcdn.com) or calling (952-233-1632). The contract is Quest Project #7907396. A contractor may view the Contract Documents at no cost on the Quest CDN website prior to deciding to become a Planholder. To be considered a Planholder, a contractor must register on QuestCDN.com and purchase the Contract Documents, in digital form for downloading, at a cost of \$30.00. Registering as a Planholder is recommended for all prime contractors and subcontractors because Planholders will receive addendums and other contract document updates via Quest CDN.

The enclosed bid documents include:

- Invitation to Bid
- Instructions to Bidders
- Instructions: Bid Form
- Agreement

- Schedule A, Scope of Work
- Schedule B, Contractor Work Safety Requirements
- Schedule C, Certification and Release of Lien
- Schedule D, Contractor Safety Requirements includes Attachments A, B, and C
- Labor and Material Payment Bond, Exhibit A
- Performance Bond, Exhibit B
- Reference Pictures
- Reference Materials
- Attachments downloaded from QuestCDN website

Certificate of Insurance will be required, stating requested minimum coverage, as specified in the general Conditions Insurance listing the Milwaukee Metropolitan Sewerage District and Veolia Water Milwaukee as additional insured.

Before a purchase order is awarded for the work contemplated herein, VWM will conduct such investigation as is necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of work specified. Upon request, the bidder shall submit such additional information not specifically requested herein, as deemed necessary by VWM to evaluate the bidder's qualifications.

Award is made to the lowest evaluated, responsive responsible bidder whose Bid, conforming to the scope of work (Schedule A) described will be most advantageous to VWM considering price and the price-related factors.

For information concerning the proposed request for bid or any other questions, please contact me at (414) 747-3852 or Dan Skoczynski at (414) 747-3838.

Sincerely,



Barbara L. Brown
Procurement Manager

Attachments

Cc: Contract File

Contract Documents

Veolia Water Milwaukee LLC

**Jones Island Water Reclamation Facility
IPS Pump #3-2 Repairs**

PUBLIC BID NO. 55242

For information on this project call: Dan Skoczynski Tel. (414) 747-3838



June 2021

FOR REPAIRS

TABLE OF CONTENTS

Veolia Water Milwaukee LLC
Jones Island Water Reclamation Facility
IPS Pump #3-2 Repairs
Public Bid No. 55242

<u>TITLE</u>	<u>PAGE</u>
<u>Part 1-Bidding Documents</u>	
I. INVITATION TO BID	1 - 1
II. INSTRUCTIONS TO BIDDERS	1 - 8
III. BID FORM - INSTRUCTIONS	1 - 3
- Quest CDN Attachment 1 – Bid Form - Signature Form	1 - 5
- Quest CDN Attachment 2 – SWMBE Good Faith Effort Summary	1 - 9
- Quest CDN Attachment 3 – Equal Employment Opportunity Data	1 - 1
- Quest CDN Attachment 4 – Certification of Non-Discrimination	1 – 2
 <u>Part 2-Contract Documents</u>	
A. AGREEMENT	1 - 15
o Schedule A, Scope of Work	16 - 19
o Schedule B, Contractor Work Safety Requirements	20 - 22
o Schedule C, Certification and Release of Lien	23
o LABOR AND MATERIAL PAYMENT BOND, EXHIBIT A	LMB-1 - LMB-3
o PERFORMANCE BOND, EXHIBIT B	PB-1 - PB-2
 B. SCHEDULE D – SAFETY DOCUMENTS	
o Contractor Safety Requirements	1 – 3
o Attachment A – Contractor Safety – Pre Qualification	1 – 4
o Attachment B – Site Incident Prevention Plan	1 – 2
o Attachment C – Pre-Qualified Contractor Annual Safety	1 - 2
 <u>Part 3-Reference Pictures</u>	
Pump #3-2 Reference Pictures	1 – 4
 <u>Part 4-Reference Material</u>	
Horizontal – Type CW Style Cartridge Seal	
Horizontal – Type CW Style C-011 Bill of Materials	
Horizontal Type CW Pumps	

CONTENTS

Part 1 – Bidding Documents

INVITATION TO BID

Veolia Water Milwaukee LLC
Jones Island Water Reclamation Facility
IPS Pump #3-2 Repairs
Public Bid No. 55242

Bid packages for furnishing all plant labor, equipment, materials and performing all work necessary for this project. This bid package will be available, Monday, June 28, 2021 and due electronically via Quest Construction Data Network (CDN) no later than **2:00 p.m., local time, Wednesday July 28, 2021**. The link to Quest CDN website can be found at www.veolianorthamerica.com/milwaukee/. A pre-bid meeting will be held by phone at 11:00 a.m., Wednesday, July 7, 2021. All interested bidders should direct their questions about the pre-bid meeting to barbara.brown2@veolia.com or call 414-747-3852. The site tour may be held virtually, by pictures, or a limited face to face visit. Dan Skoczynski will determine which option will take place for this project.

Bid results may be publicly viewed, , Wednesday, July 28, 2021 no later than 2:30 p.m., electronically on Quest CDN website, www.veolianorthamerica.com/milwaukee/, or the Veolia Procurement Office, 1st Floor, Maintenance Building #280, located at the Jones Island Water Reclamation Facility, 700 East Jones Street, Milwaukee, WI 53207. Questions pertaining to the proposed work should be directed to Dan Skoczynski, 414-747-3838.

The project contemplated herein consists of rebuilding IPS Pump #3-2 including installation, start-up and testing. All contractor and subcontractor employees shall obtain specific site plant safety training from Veolia Water prior to working on the site. Veolia Water will offer a total of two one-hour training sessions to the contractor and any subcontractors. The Contractor shall adhere to all Veolia Water safety policy and procedures.

Veolia has implemented online project bidding using Quest CDN. For this contract, Veolia will only accept electronic bids through Quest CDN. Bids are to be submitted online at www.questcdn.com.

The Contract Documents may be viewed and downloaded by registering with Quest CDN online (www.questcdn.com) or calling (952-233-1632). The contract is Quest Project # 7907396. A contractor may view the Contract Documents at no cost on the Quest CDN website prior to deciding to become a Planholder. To be considered a Planholder, a contractor must register on QuestCDN.com and purchase the Contract Documents, in digital form for downloading, at a cost of \$30.00. Registering as a Planholder is recommended for all prime contractors and subcontractors because Planholders will receive addendums and other contract document updates via Quest CDN.

The time for completion of the Contract shall be one hundred twenty (120) days from the date of Notice to Proceed.

Veolia Water reserves its rights to reject any Bid, to reject all Bids, and any bid not conforming to the intent of the invitation for bids and to postpone the award of the Contract for a period of time not exceeding forty five (45) days from the bid opening date. Bids shall remain firm and may not be withdrawn during this forty five (45) day period.

Veolia Water reserves its rights to waive any informality or deficiency in any Bid, to accept any Bid, to negotiate modifications of any Bid with any Bidder and accept any modified Bid, and to rebid the Project, all at Veolia Water's sole discretion.

INSTRUCTIONS TO BIDDERS

1. **CONTRACT DOCUMENTS:** Contract Documents are bound in the same order as they appear on the Contents page(s). Section identification and page numbers are shown at the bottom of each page.
SPECIFICATION LANGUAGE: Command-type sentences are used in the Contract Documents. These refer to and are directed to the Contractor.

DOCUMENT INTERPRETATION: The Contract Documents governing the work proposed herein consist of the Invitation to Bid, Instructions to Bidders, Instruction - Bid Form, Contract, Schedule A, Schedule B, Schedule C, Schedule D, all Attachments, all Specifications, all Drawings, all Addenda issued prior to the opening of Bids, and all Contract Modifications issued after the execution of the contract. All Parts of the Contract Documents are intended to be compatible and to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a Bid shall thoroughly examine all Parts of these Contract Documents and, should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request an interpretation thereof from Veolia Water Milwaukee LLC (VWM). Any interpretation or change in said Contract Documents shall be made only in the form of Addendum to the Contract Documents which will be furnished to all Plan holders. VWM will not be responsible for any other explanation or interpretations of said Contract Documents.

Bidders shall submit with their Bids, or indicate in the space provided on the Bid Form, receipt of all Addenda. Failure to submit or acknowledge receipt of Addenda with the Bid may result in rejection of a Bid as non-responsive.

DESCRIPTION OF THE WORK: A description of the work is contained in the INVITATION TO BID.

2. **BIDDER'S UNDERSTANDING:** Each Bidder must carefully investigate the site, inform itself of the conditions relating to the performance of the work and make itself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of its obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify to its complete satisfaction all information concerning site and subsurface conditions.

It is expressly understood that VWM will not be responsible for any interpolation, interpretation, opinion, or conclusion drawn by the Bidder from any subsurface data, nor for the completeness of such data for the Contractor's purposes.

Prospective Bidders may, at their own expense, make such subsurface investigations by borings or test holes, as may be desirable, provided however that such work be scheduled with the Engineer, and performed under permit or written permission from the agency or persons having jurisdiction over the street

or property. The prospective Bidders will be required to fill any boring holes or excavations in a satisfactory manner.

Each Bidder shall inform itself of, and the Bidder awarded a Contract shall comply with, all laws affecting the execution of the work. This requirement includes, but is not limited to, applicable laws concerning wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, protection of natural resources, fire protection, burning requirements, taxes, permits, fees, and licensing.

3. **PLANS:** Where the Plans are reduced in size the amount of reduction is indicated by a note on the Plans.

4. **SUBCONTRACTORS:** Bidders shall submit a list of their proposed subcontractors with their Bid in accordance with Wisconsin Statutes and as specified herein.

5. **TYPE OF BID**

GENERAL: Types of Bids for the work specified in these Contract Documents will be unit price, lump sum, or a combination of unit price and lump sum as set forth on the Bid Form.

UNIT PRICE: When the Bid for all or part of the work is to be submitted on a unit price basis, unit prices shall be inserted in the appropriate places. The estimate of quantities of unit price work to be done as tabulated on the Bid Form is approximate and is for the basis of calculation upon which the Award of Contract may be made. Payment to the Contractor will be made based on the measurement of the work actually performed by the Contractor. VWM reserves the right to increase or diminish the amount of any class of work as may be deemed necessary.

LUMP SUM: When the Bid for all or part of the work is to be submitted on a lump sum basis, a lump sum price shall be inserted in the appropriate places. The total amount to be paid the Contractor shall be based on the amount of the lump sum price bid, as adjusted for additions or deletions resulting from approved changes in the work. Bidders shall provide a detailed breakdown of the lump sum prices if required in the Bid.

PREPARATION OF BIDS: All blank spaces on the Bid Forms provided by Quest CDN must be filled in. All documents required a signature must be signed to be viewed as a responsible bid. All required documents in Quest CDN must be uploaded by Bidder.

Unless the Bid clearly indicates otherwise, amounts stated in words shall govern where the amount stated in words and the amount stated in figures does not agree; and in case of a discrepancy between unit prices and totals, unit prices will prevail.

If the Bidder is a corporation, the legal name of the corporation shall be set forth in the Bid, and the Bid shall be signed by the person or persons authorized to sign Contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth in the Bid, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If the Bidder is a joint venture, the legal name of the joint venture shall be set forth in the Bid, and the Bid shall be signed by the person or persons authorized to sign Contracts on behalf of the joint venture. If the signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be submitted with the Bid.

6. **SUBMISSION OF BIDS:** All Bids must be submitted electronically using the Quest Construction Data Network (Quest CDN) by the time and in the manner prescribed. The Contract Documents may be viewed and downloaded by registering with Quest CDN online (www.questcdn.com) or calling (952-233-1632). The Quest Project number can be found in the Invitation to Bid for this project.
7. **ELECTRONIC MODIFICATION OF BID:** Any Bidder may modify its Bid by electronic communication using Quest CDN provided such communication is issued prior to the closing time for receipt of Bids.

The electronic communication should not reveal the bid price; however, it should state the addition, subtraction or other modification, so that VWM will not know the final prices or terms until the sealed Bid is opened.
8. **WITHDRAWAL OF BID:** A Bid may be withdrawn by electronic communication received by Quest CDN prior to the closing time for receipt of Bids.
9. **BID SECURITY:** A Bid Security is **not** required for this project.
10. **RETURN OF BID SECURITY:** A Bid Security is **not** required for this project.
11. **BIDDER QUALIFICATION:** In order to determine the Bidder's responsibility, before a Contract will be awarded for the work contemplated herein, VWM will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such additional information not specifically requested herein, as deemed necessary by VWM to evaluate the Bidder's qualifications.
12. **BASIS OF AWARD:** Within forty five (45) days after the opening of Bids, unless

otherwise stated in the INVITATION TO BID, award of the Contract will be made to the lowest, responsible Bidder complying with the INVITATION TO BID, as determined by the following criteria and procedures.

- A. In order to be considered in compliance with the INVITATION TO BID (i.e., responsive), a Bid must:
 - 1. Be completed, signed, and be responsive in all respects to the conditions of the INVITATION TO BID and INSTRUCTIONS TO BIDDERS.
 - 2. Be made on the Bid forms provided.
 - 3. Contain no alterations to the terms or conditions of these Contract Documents except as specifically directed in these Contract Documents.

- B. In order to be considered responsible, a Bidder must establish to the complete satisfaction of VWM, that it:
 - 1. has adequate financial resources to meet its Contract obligations and will maintain same for the contract period;
 - 2. has the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - 3. has a satisfactory performance record;
 - 4. has a satisfactory record of integrity and business ethics;
 - 5. has the necessary organization, experience, accounting and operational controls, and technical skills (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs) applicable to services to be performed;
 - 6. has the necessary production, construction, and technical equipment and facilities;
 - 7. is otherwise qualified and eligible to receive an award under applicable Laws.

The Bidder must correct any deficiencies in items related to Responsibility within three (3) business days of receipt of notice from VWM that its Bid is being considered for award. If the Bidder fails to correct the deficiencies in that time limitation it will be deemed non-responsible and its Bid will be rejected.

VWM reserves the right to reject all Bids, or any Bid not in compliance with the Contract Documents, and to waive any informalities or irregularities in Bids received.

In the award of subcontracts, the Contractor agrees to use good faith efforts to carry out MMSD Administrative policy and to achieve purchasing participation and contract performance with these businesses.

The SWMBE Good Faith Effort Summary, Attachment 1 (8700-294A) is one of the documents required and must be returned in the sealed bid to be deemed as a responsible bid. **SWMBE Good Faith Effort documentation applied to “all” prime contractors including SWMBE prime contractors (See 19. MMSD Policies).** It is extremely important to read and follow the section for the Determination of Good Faith Efforts.

NOTE: Veolia Water/MMSD participation goals for SWMBE are:

- Minority-owned Business – 13%
- Small Business/Veteran-owned Business – 5%
- Women-owned Business – 2%

The overall SWMBE goal is twenty (20) percent. One SWMBE may provide full participation.

It is Contractor’s responsibility to meet these requirements or provide justifications as to why these requirements cannot be fulfilled. These requirements must accompany your bid package in order for it to be deemed as a responsible bid.

13. **PERFORMANCE BOND AND PAYMENT BOND:** The successful Bidder shall file with VWM, a Performance Bond and a Payment Bond on the forms bound herewith, or ones which conform substantially thereto in form and content, each in the full amount of the Contract price.

The Surety furnishing these bonds shall have a sound financial standing, a record of service satisfactory to VWM, authorization to do business in the State of Wisconsin and be named in the current list of Companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular No. 570 by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-fact (Resident Agent) who executes the bonds in behalf of the Surety must attach a notarized copy of the power-of-attorney as evidence of the authority to bind the Surety on the date of execution of the bonds.

14. **LIQUIDATED DAMAGES**
Should Contractor fail to complete the work, or any part thereof, in the time agreed upon in this Agreement or within such extra time as may have been allowed for delay by extensions granted as provided in this Agreement, Contractor shall reimburse VWM for the additional expense and damage for each calendar day, Sundays and legal holidays included, that the Agreement remains uncompleted after the Agreement completion date. The said amounts agreed upon are not a penalty but are liquidated damages for the loss to Veolia and MMSD on account of expense due to additional expenses or resources required due to the expiration of the time of completion. VWM shall have the right to deduct such damages from any amount due, or that may become due the Contractor. The amount of liquidated damages shall be \$75.00 per day.

Liquidated damages shall be assessed if Contractor fails to complete this project within one hundred twenty (120) calendar days from the date VWM issues the Notice to Proceed to commence work.

15. **AWARD OF CONTRACT AND NOTICE TO PROCEED:** A Contract award shall be effective as of the date the Notice of Award is delivered to the successful Bidder, or if mailed, the postmark date. Award shall be made within forty five (45) calendar days after the opening of bids, unless otherwise stated in the INVITATION TO BID.

The successful Bidder shall within ten (10) days, not including Sundays and legal holidays, after receiving the Notice of Award, sign and deliver two copies of the Contract to VWM together with the Performance and Payment Bonds and the Certificate of Insurance.

Within ten (10) days, not including Sundays and legal holidays, of receipt of all properly signed Contracts with acceptable bonds and Certificate of Insurance for this Project, VWM will sign the Contract. Signature by both parties constitutes execution of the Contract. Within five (5) calendar days of execution of the Contract, VWM will issue the Notice to Proceed for the project.

16. **LOCAL WORKFORCE PARTICIPATION:** In accordance with the District's procurement policy, it promotes the utilization of local workers and maximization of the economic impact of annual operating and capital project spending. The Bidder must comply with this policy by signing the attached CERTIFICATION OF LOCAL WORKFORCE PARTICIPATION form found on the Quest CDN website. This policy shall be implemented by VWM.(See 19. MMSD Policies)

The Contractor shall submit certified payroll records with the final invoice for payment. Once the certified payroll records are verified and approved as compliant with CERTIFICATION OF LOCAL WORKFORCE PARTICIPATION form, the invoice shall be processed for payment.

The project requires 45% of total project hours in Sanitary Sewer Service Employment and 20% of Target Area Local Workforce.

In the event the Bidder is awarded the Contract and fails to comply with the Local Workforce Participation requirements, liquidated damages may be retained by VWM based on the following formula:

The number of Targeted or SSSA Employment Hours that should have been achieved based on the number of total project hours	MINUS	The number of Target Area or SSSA Employment Hours that have been achieved	MULTIPLIED BY	Two-thirds of the average mid-wage for the specified trades
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The Contractor is required to submit a local workforce implementation plan prior to the VWM issued to Notice to Proceed. The Contractor must provide a written local workforce implementation plan that will show the strategy for achieving the local workforce participation requirements of this Agreement. This plan will indicate the projected project hours including the coordinated plan to meet local workforce participation requirements.

These Local Workforce Participation requirements are a term of this Agreement and noncompliance shall be considered a breach of this Agreement.

ADJUSTMENTS OF PARTICIPATION LEVELS PRIOR TO BID OPENING

Reasonable adjustments from, and modifications to, all requirements of this policy may be made with respect to any specific project prior to the bid opening upon grounds of undue hardship applicable to all potential bidders or when special circumstances in the local public interest or local or area-wide employment situation so require.

Requests for adjustments to the policy must be submitted in writing to VWM no later than (3) three days after the Pre-bid Meeting. For the adjustments to be considered, VWM must get approval from its client (MMSD). This request must be on your letterhead in writing and include justification for the requested adjustment. If, upon review, the evidence indicates a need to adjust the local workforce requirements, an addendum will be issued prior to the bid opening.

- 17. **TIME OF COMPLETION:** The time of completion of the work to be executed under this Contract is the essence of the Contract. The time allowed for the completion of the work is stated in the Bid.

18. **FORMS:** The following forms must be completed and uploaded to Quest CDN by the time set forth on the Quest CDN website.
- a. Bid Form Signature Form
 - b. SWMBE Good Faith Efforts Summary, WDNR Form 8700-294A
 - c. Equal Employment Opportunity Data Form
 - d. Certification of Non-Discrimination
19. **MMSD Policies:** The following documents are available for review and download from the District's website at <https://www.mmsd.com/procurement/constructions-bid-special-attachments>.
- 1 SWMBE Policies for Construction and Professional Services Contracts, Administrative Policy 2-78.01.
 - 2 Local Workforce Participation on District Construction Projects, Administrative Policy 2-78.21.

* * * * *

INSTRUCTION: BID FORM

Veolia Water Milwaukee LLC
Jones Island Water Reclamation Facility
IPS Pump #3-2 Repairs
Public Bid No. 55242

1. The Bidder proposes and agrees, by signing the Bid Form – Signature Form that if Bid No. 55242 is accepted, to enter into an agreement with Veolia Water Milwaukee LLC (VWM) to perform and furnish all work as specified or indicated in the bidding documents for the contract price and within the contract time indicated in this bid and in accordance with other terms and conditions of the bidding documents.
2. Bidder accepts all of the terms and conditions of the attached contract or agreement and hereinafter referred to as the contract or agreement. This bid is due electronically via Quest Construction Data Network (CDN) Wednesday, July 28, 2021 no later than 2:00 p.m. local time. Bid results may be publicly viewed, Wednesday, July 28, 2021 no later than 2:30 p.m., electronically on Quest CDN website, www.veolianorthamerica.com/milwaukee/, or the Veolia Procurement Office, 1st Floor, Maintenance Building #280, located at the Jones Island Water Reclamation Facility, 700 East Jones Street, Milwaukee, WI 53207. The Notice of Award will be issued within forty five (45) days after the bid opening.
3. A pre-bid meeting will be held by phone at 10:00 a.m., Wednesday, July 9, 2021. All interested bidders should direct their questions about the pre-bid meeting to barbara.brown2@veolia.com or call 414-747-3852. The site tour may be held virtually, by pictures, or a limited face to face visit. Dan Skoczynski will determine which option will take place for this project. The vendors are to call Dan Skoczynski with any questions pertaining to this meeting at 414-747-3838.
4. In submitting this bid, the bidder represents that:
 - (a) Bidder has examined copies of all the enclosed documents and of the following Addenda found in the Bid Form - Signature form (receipt of all of which is hereby acknowledged): The bidder agrees that all addenda issued are hereby made part of the bidding documents, and the bidder further agrees that his bid includes all impacts resulting from said addenda.
 - (b) Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
 - (c) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) any examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work at the contract price,

within the contract time and in accordance with other terms and conditions of the contract document.

- (d) Bidder has reviewed and checked all information and data shown with respect to existing Underground Utilities at or contiguous to the site. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect to said Underground Facilities are or will be required by bidder in order to perform and furnish the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents.
- (e) Bidder has given VWM written notice of all conflicts, errors and discrepancies that it has discovered in the enclosed documents and the written resolution thereof by VWM is acceptable to the bidder.

5. SCHEDULE

The bidder agrees to begin work immediately following the Notice to Proceed. The time for completion of the Contract shall be one hundred twenty (120) days from the date of Notice to Proceed.

A Contract award shall be effective as of the date the Notice of Award is delivered to the successful Bidder, or if mailed, the postmark date. Award shall be made within forty-five (45) calendar days after the opening of bids, unless otherwise stated in the INVITATION TO BID.

The successful Bidder shall within ten (10) days, not including Sundays and legal holidays, after receiving the Notice of Award, sign and deliver two copies of the Contract to VWM together with the Performance and Payment Bonds and the Certificate of Insurance. Within ten (10) days, not including Sundays and legal holidays, of receipt of all properly signed Contracts with acceptable bonds and Certificate of Insurance for this Project, VWM will sign the Contract. Signature by both parties constitutes execution of the Contract. Within five (5) calendar days of execution of the Contract VWM will issue the Notice to Proceed.

6. LIQUIDATED DAMAGES

Should Contractor fail to complete the work, or any part thereof, in the time agreed upon in this Agreement or within such extra time as may have been allowed for delay by extensions granted as provided in this Agreement, Contractor shall reimburse VWM for the additional expense and damage for each calendar day, Sundays and legal holidays included, that the Agreement remains uncompleted after the Agreement completion date. The said amounts agreed upon are not a penalty but are liquidated damages for the loss to Veolia and MMSD on account of expense due to additional expenses or resources required due to the expiration of the time of completion. VWM shall have the right to deduct such damages from any amount due, or that may become due the Contractor.

The amount of liquidated damages shall be \$75.00 per day. Liquidated damages shall be assessed if Contractor fails to complete this project within one hundred twenty (120) calendar days from the date VWM issues the Notice to Proceed to commence work.

7. WAGE TERMS

The Contractor agrees that all workers of the Contractor or any subcontractor while engaged in installation or labor at the facilities of the Milwaukee Metropolitan Sewerage District shall be paid wages comparable to like trades and qualified to work on this project.

8. SALES AND USE TAXES

The Bidder agrees that all sales and use taxes, where applicable, are included in the stated bid prices for the work.

9. BID DEFINITIONS

Contractor shall provide a cost breakdown of the above Lump Sum. The following define the terms listed below:

- **Labor**. This shall include all Contract and Subcontract labor as it pertains to wages paid to individuals performing work on this project.
- **Materials**. This shall include parts and/or complete asset replacement(s) and supplies, including hardware, required to perform the work on this project.
- **Equipment**. This shall include any tooling used, rented, or purchased to perform the repairs. (i.e. crane rental, lifts, scaffolding, tools, forklifts, etc.)
- **Consumables**. This shall include any materials that are not typical wear items. These include items that are consumed and not reusable. (i.e. lubricants, gaskets, one-time use fasteners or hardware, disposable gloves, masks, PPE one-time use garments, welding rod, shield gases, cleaners and solvents, etc.)
- **Freight**. This shall include any freight, shipping and handling costs that are incurred as part of this project.
- **Disposal**. This shall include costs associated with proper disposal or removal of old equipment, fluids and any applicable law or regulated requirements for disposal of items discarded as part of this project. This shall not include any credits from scrap or resale value. No credits shall be included in the bid due to disposal.

If an "or equal" has been provided as part of the Bid, the Contractor shall state the Manufacturer, Supplier, Model and Brand to be proposed and list them in the Bid Form.

Part 2 – Contract Documents

AGREEMENT

Based on the Notice of Award attached herewith, this AGREEMENT (the "Agreement") is made as of the _____ of _____, by and between **Veolia Water Milwaukee, LLC ("VWM" or the "Company")**, a limited liability company of the State of Delaware, with offices located at **700 East Jones, Milwaukee, WI 53207** and _____, (**the "Contractor"**) a certified business of the State of _____ with its principal address at _____.

WITNESSETH:

WHEREAS, VWM operates and maintains the wastewater treatment plants and wastewater system facilities of the Milwaukee Metropolitan Sewerage District; and

WHEREAS, VWM is desirous of purchasing and Contractor is desirous of providing services, equipment, personnel, and/or goods and materials in accordance with the specifications attached to this Agreement;

NOW THEREFORE, it is agreed as follows:

1. **WORK.**

(a) The Contractor shall provide services, equipment, personnel, and/or such goods and materials as described in this Agreement, Schedule A, Schedule B, Schedule C, Schedule D, all Attachments, all Specifications, all Drawings, Invitation to Bid, Instructions to Bidders, Instruction - Bid Form, all Addenda issued prior to the opening of Bids, and all Contract Modifications issued after the execution of the Agreement hereof (the documents hereinafter referred to collectively as the "Agreement" or the "Contract Documents," the work they describe hereinafter referred to as the "Work").

(b) Notice to Proceed shall be given by the Company's Manager, designated as Barbara Brown. Such order may be written or verbal. If such notice is verbal, then the Manager must furnish the Contractor with a written order within twenty-four (24) hours after issuance of the verbal order. The written order shall specify the time of commencement of the Work, the anticipated date of completion and the location at which the Work is to be performed ("Worksite").

2. **TERM.** The Work shall commence upon each Notice to Proceed and shall be completed within one hundred twenty (120) days, subject to the other provisions of this Agreement. It is called to the attention of the Contractor that the time of completion of the Work under this Agreement is the essence of the Agreement.

AGREEMENT

3. **PAYMENT AND PRICE.** The Company shall pay the Contractor for the Work as outlined above, in the amount of _____ dollars and 00/100 (\$ _____), as the same may be adjusted by Change Order, payable in accordance with the following terms or conditions:
- (a) Ninety-Five (95%) Percent of the value of the Work upon substantial completion as certified by the Manager ("Progress Payments"), up to 50% overall completion; and
 - (b) Except as provided below, and assuming that satisfactory progress has been demonstrated, 100% of the value of the work from 50% overall completion to 100% overall completion;
 - (c) VWM shall withhold 5% of the value of the work from Progress Payments until 50% of the work has been completed. At and after 50% completion, Progress Payments shall be made in full to the contractor unless VWM determines that the job is not proceeding satisfactorily. At 50% completion or any time thereafter when the progress of the work is not satisfactory, VWM reserves the right to withhold additional amounts, provided that the total Retainage shall not be more than 10% of the value of the work completed.

The Manager may decline to submit Contractor's invoice for payment or may increase Retainage to such extent as may be necessary in his opinion to ensure the satisfactory completion of the Work by the Contractor.

Unless otherwise specified, the price stated includes all charges and expenses of Contractor such as packing, boxing, cartage, insurance and any and all applicable Federal, State or local government taxes, including, but not limited to, duty, excise tax, sales and use tax, occupational tax, processing tax and manufacturing tax.

4. **INVOICES.** Invoices will be submitted for payment based on percentage of Work completed. The Contractor shall provide a detailed breakdown of material onsite for this project, project activities and associated cost to the Company to be used as a basis for Progress Payments. Onsite material must be secured by the Contractor. VWM shall be not liable or responsible for missing materials at any site location. All requests for payment, including Progress Payments, shall be accompanied by a signed certification in form attached hereto as Schedule C. No payments shall be due hereunder until the Contractor submits to Company the following: (1) a certificate and release of lien certifying that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Company or its property might in any way be responsible, have been paid or otherwise satisfied in the form of Schedule C hereto; (2) with respect to final payment, the consent of surety, if any; and (3) if required by Company, other data establishing payment or satisfaction of all such obligations, such as receipts,

releases and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by Company to protect and indemnify it against any such lien. The Contractor's unconditional acceptance of final payment shall be and shall operate as a release of Company from all claims and all liability to the Contractor for all things done or furnished in connection with the Work and for every act and omission of Company and others relating to or arising out of the Work required under this Agreement, excepting only Contractor's just claims, if any, for amounts withheld by Company as provided in this Agreement.

Once the work is completed, the Contractor shall invoice VWM within 30 days.

5. **WORKMANSHIP AND SAFE WORK SITE.** All Work under this Agreement shall be performed in a safe, skillful and workmanlike manner and all Work shall be conducted in compliance with OSHA regulations, and with the regulations of any other agency having jurisdiction over safety and health. In addition to the specific safety requirements set forth in Schedule B, the Contractor agrees to maintain all reasonable safeguards at the work site and to protect both employees and the public from injury or damage. Without limiting the Contractor's responsibilities under this Agreement, the Company may require the Contractor to remove from the Worksite any operator the Company deems incompetent or otherwise objectionable, which determination shall be within the sole discretion of the Company.

Unless otherwise noted herein, completion of work includes the furnishing by Contractor of all labor, materials, transportation, scaffolding, sheathing, apparatus, ways, works, machinery, water, light, heat, manuals, licenses, permits, removal of debris and clean-up of the affected areas, or similar items reasonably implied by this Agreement as necessary to complete the work in a safe and acceptable manner.

6. **CHANGES IN THE WORK.**

- (a) Without invalidating this Agreement, the Company reserves the right to order any extra services or to make any changes within the scope of this Agreement, and to increase or diminish the amount of Work to be done with regard to the Work to be performed. All changes shall be authorized by written Change Order signed by the Company and Contractor.
- (b) If the amount of Work to be done is increased, the Contractor will be paid, for the Work authorized by Change Order the actual cost of completing Change Order work plus an allowance of ten (10%) percent of cost for profit and overhead.
- (c) Cost will be limited to the following: cost of materials, exclusive of all sales and use taxes, cost of delivery, rental and usage charges for equipment, and cost of labor including all statutory and customary payroll costs.

7. **CONDITION OF SITE.** Contractor is fully familiar with the condition of the work area as of the date hereof and accepts the same in its "as is" condition.
8. **COMPLIANCE WITH LAWS.** The Contractor agrees to comply with all federal, state and municipal laws, rules, regulations and ordinances that may be applicable to this Agreement and the Work contemplated hereby. The foregoing requirement includes without limitation, any applicable requirements to obtain utility locates. The Contractor shall inform VWM immediately if anyone proposes to Contractor in connection with the Work rendered hereunder any conduct that would be in violation of such laws and regulations, and of any investigations of which Contractor is a subject with respect to any violation of such laws and regulations.

The Contractor is prohibited from and will not offer, pay, give or promise to pay or give anything of value to any official of any governmental entity, any political party, party official or candidate for the purposes of: (i) influencing such person to perform or omit to perform any act or to make or omit to make any decision in violation of the lawful duty of such person; or (ii) inducing such person to use his or her influence with any government or instrumentality thereof to affect or influence any act or decision of such government. The Contractor shall not offer, pay, give, or promise to pay or give anything of value to a third person knowing that such thing will be used by such person for a purpose that is not permitted under the preceding sentence. Contractor will not use any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

The Contractor will indemnify VWM and all affiliates, officers and directors thereof from, and defend such persons against, any claim, action, proceeding, investigation or inquiry with respect to any alleged conduct on the part of the Contractor that violates or is alleged to violate any provision of this Section 8.

9. **PERMITS AND LICENSES.** Unless otherwise provided in this Agreement, the Contractor shall procure and shall pay for all permits, licenses, certificates or other authorizations, required by law, regulation, order or local authority, which are necessary for the proper execution and completion of the Work to be provided herein.
10. **INSPECTION AND ACCEPTANCE.** All Work shall be subject to inspection by the Company at all reasonable times and at all places. The Manager, or other designated inspector, shall have full authority to prevent hazard to any facilities of the Company. The presence of the Manager or inspector shall not relieve the liability of the Contractor as herein set forth.

If the Contractor does not promptly replace rejected materials or correct rejected workmanship, the Company (1) may retain, (in addition to regular Retainage) such sums from Progress Payments as the Company deems necessary to protect the Company; (2) may replace such materials or correct such workmanship and charge the cost thereof to the Contractor; (3) may deduct from the Retainage the reasonable value of the Work not satisfactorily completed or corrected; or (4) may terminate the Contractor's right to proceed as provided for in this Agreement.

11. **WARRANTY OF WORK.** Contractor warrants that the Work performed under this Agreement conforms to the requirements of this Agreement and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of his subcontractors or suppliers. Such warranty shall continue for a period of one (1) year from the date of final completion of the Work to be performed hereunder. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform to any such defect.

Contractor warrants that it shall perform all services under this Agreement on a professional best efforts basis in a workmanlike and expeditious manner.

Notwithstanding a change in the Work requested by Company or a delay as described in Section 14(c), Contractor warrants that the Work to be performed hereunder shall be completed within the allotted time frame as specified in Section 2.

12. **DAMAGE TO PROPERTY.**

- (a) The Contractor shall be responsible for and shall repair, at its sole cost and expense, any damage to property that is caused by or arises out of any Work performed by the Contractor, its employees or agents. In the event the Contractor fails to repair or fails to diligently commence repairing property damage within five (5) days after receipt of notice to repair from the Company, then the Company may engage the services of other contractors to affect such repair and deduct, from any payments due the Contractor, the cost of such repair. If the amount of any payment due the Contractor is less than the cost of repairs, then the Company may apply the amount due the Contractor against the cost of repair and recover the difference from the Contractor.
- (b) In the event of damage for which the Contractor is responsible hereunder which requires the Company to engage other contractors, and at the time of such engagement no payments are due the Contractor from the Company, the cost thereof shall be the obligation of the Contractor and shall be paid within five (5) days of receipt of written notice from the Company.

13. MAINTENANCE OF EQUIPMENT.

- (a) The Contractor shall, at its own expense, maintain its equipment in good operating condition during the term of this Agreement.
- (b) The Contractor shall be solely responsible for the theft of or damage caused to its equipment left at the Worksite, unless such theft or damage is directly caused by the Company, its employees, agents or others for whose acts it is legally liable.

14. TERMINATION AND DEFAULT.

- (a) If the Contractor refuses or fails to prosecute the Work or to repair property damage as required herein, the Company may, by written notice to the Contractor, terminate this Agreement on five (5) days written notice to Contractor.
- (b) If the Contractor fails to provide equipment or to prosecute the Work due to causes that the Manager deems beyond the control and without the fault of the Contractor, then the Contractor shall be permitted to employ a competent subcontractor to perform the Work. Such subcontractor shall be deemed an agent and servant of the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the Company.
- (c) The right of the Contractor to proceed shall not be terminated, nor shall the Contractor be responsible for damages, for delay in completion resulting from acts of God, acts of the public enemy or acts of the Government or from labor disputes within the Contractor's business which are beyond the control of and without the fault of the Contractor and which materially and adversely impair the ability of the Contractor to meet its obligations hereunder. However, the Contractor, in order to be excused from such failure or delay, must: (a) take all reasonable steps to remedy the effect of such delay or failure, (b) take all reasonable steps to fulfill its obligations in a timely manner, (c) provide prompt notice of the failure or delay to the Company, (d) notify the Company of the reasons for the delay and the anticipated term of the delay, and (e) request an extension of time to perform. The Company will not unreasonably withhold its permission for such extension.
- (d) VWM may terminate this Agreement, in whole or in part, whenever VWM shall determine that such termination is in the best interest of VWM. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the performance to be terminated and the effective date of the termination. The Contractor shall promptly stop work to the extent specified in the Notice, and shall in the event of termination

under this subparagraph be paid its costs through the date of termination. VWM shall provide Contractor no less than thirty (30) days prior written notice of such termination.

- (e) If the Contractor should be in default of any provision of this Agreement, and such default, unless a shorter period of time is prescribed elsewhere in the Agreement shall not be cured by Contractor within ten (10) days of VWM's giving Contractor notice thereof, then VWM, in addition to any other remedies it may have under this Agreement, may terminate this Agreement effective immediately and collect from the Contractor any damages resulting from such default.

15. INSURANCE.

The Contractor shall purchase and maintain such insurance as will protect the Contractor, and as additional insureds, the Company, and Milwaukee Metropolitan Sewerage District ("MMSD") from claims which may arise out of or result from the Contractor's operations under this Agreement as respects claims or liabilities to the extent caused by Contractor's work, operations and completed operations, and only to extent of liabilities assumed by Contractor under the Contract. Such insurance shall be written for not less than the coverage and any limits of liability specified below, or as required by law, whichever is greater. By requiring insurance specified herein, the Company does not represent that such coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities or warranties granted to the Company in this Agreement.

Certificates of Insurance acceptable to the Company shall state that they are Primary Insurance and shall be filed with the Company prior to the commencement of the Work. The Company and Milwaukee Metropolitan Sewerage District shall be named as additional insureds on all policies except workers' compensation, as respects claims or liabilities to the extent caused by Contractor's work, operations and completed operations, and only to extent of liabilities assumed by Contractor under the Contract.

Coverage	Limits
(i) Workers' Compensation	Statutory
(ii) Employers' Liability	\$1,000,000 each accident \$1,000,000 each employee \$1,000,000 policy limit
(iii) Commercial General Liability written on ISO CG 00 01 coverage form or its equivalent. No limiting or exclusionary endorsements material to Consultant's obligations in the Agreement may be attached. Coverage	\$2,000,000 each occurrence for property damage and bodily injury (PD/BI) \$2,000,000 general aggregate \$2,000,000 products/completed operations

shall include a) contractual liability; b) explosion, collapse & underground perils (XCU); c) third-party over action coverage; d) Riggers Liability endorsement for the use of cranes, booms or other rigging equipment, if applicable; and e) amendment of the aircraft exclusion to include coverage for the use of commercial UAVs (drones), if applicable	aggregate
(iv) Automobile Liability – covering all owned (if any), hired and non-owned autos. If Consultant is performing any hauling, endorsements MCS-90 and/or CA 99 48 shall be attached	\$2,000,000 combined single limits – each accident
(v) Umbrella/Excess Liability providing coverage at least as broad as the underlying policy(ies)	May be utilized to meet limits outlined above
(vi) Property	Consultant shall be solely responsible for protecting and insuring all property owned or leased or used by Consultant in conjunction with the Services during the term of this Agreement, including, if applicable, any Valuable Papers at full replacement cost
(vii) Professional Liability (Errors & Omissions), if applicable to the Services – Coverage shall not exclude Technology Errors & Omissions coverage if Consultant will have any type of access to any Veolia systems, including, but not limited to, any Veolia-owned or managed IT asset (network, server or application) wherever it is hosted	\$2,000,000 each claim \$2,000,000 annual aggregate (if applicable for these services)
(viii) Consultant's Pollution Liability, if applicable to the Services	\$1,000,000 each claim \$1,000,000 annual aggregate (if applicable for these services)
(ix) Cyber Liability, if applicable to the Services	\$1,000,000 each claim \$1,000,000 policy limit (if applicable for these services)
(x) Crime insurance or Employee Dishonesty Bond, if applicable to the Services	\$1,000,000 each claim \$1,000,000 policy limit (if applicable for these services)

Contractor and its insurers agree to provide a waiver of their rights of subrogation on all policies as respects any claims covered or which should have been covered by valid and collectible insurance, including any deductibles and retentions maintained thereunder, to and in favor of Veolia Water Milwaukee LLC and Milwaukee Metropolitan Sewerage District.

AGREEMENT

16. **INDEMNIFICATION.** Contractor agrees to indemnify, defend and hold harmless VWM and the Milwaukee Metropolitan Sewerage District from any claim, loss, damage or expense (including reasonable actual attorneys' fees) to which VWM or MMSD may be subjected by reason of Contractor's Work under this Agreement or any act, omission or default on the part of Contractor, its agents, or its employees arising out of performance of this Agreement, including but not limited to damage to property of the Company or a third party or injury, including death, to an employee or invitee of the Company or to a third party; to assume at its own expense, the defense of any suit or other proceedings brought against VWM or MMSD by reason of any such act, omission or default, and to pay all expenses and all judgments that may be incurred by or obtained against VWM or MMSD by reason of such suits or other proceedings. Contractor's obligations under this paragraph shall survive termination of this Agreement.
17. **CLEANING UP.** The Contractor at all times shall keep the work area free from accumulation of waste materials or rubbish caused by its operations. The Contractor agrees to restore to its former condition, the property of the Company, damaged by the Contractor, which lies either within or outside the limits of the area where the Work is to be performed, it being intended that the Contractor shall restore the surface of the land upon which its Work were performed as nearly as possible to the condition in which it was immediately prior to the commencement of its Work.

At the completion of the Work to be provided herein, the Contractor shall remove all waste materials and rubbish from and about the work area as well as all tools, construction equipment, machinery and surplus materials.

18. **CLAIM FOR DAMAGES AND WAIVER OF INDIRECT DAMAGES.**
- (a) Should the Contractor, its employees or agents suffer injury or damage to person or property because of any act or omission of the Company or of any of its employees, agents or others for whose acts it is legally liable, a claim shall be made in writing to the Company within ten (10) days after the first observance of such injury or damage.
 - (b) The Contractor, any agent or employee of the Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall not make any claim or bring any suit against or seek damages of whatever nature from the Company, or any of its agents, officers or employees, (the "Subject Party"), unless said claim, suit, or damage resulted solely and directly from the gross negligence or willful misconduct of the Subject Party.
 - (c) Notwithstanding any other provision of this Agreement, no action shall lie or be maintained by the Contractor, its assignees, successors in interest or

anyone claiming under it against the Company upon any claim arising out of or based upon this Agreement or by reason of any act, omission or requirement of the Company, its, officers, employees or agents unless such action shall be commenced within one (1) year after the date of the occurrence about which the action is brought. Contractor, its assignees, successors in interest or anyone claiming under it, shall not be entitled to any additional time to begin anew any other action if an action commenced within the time herein specified be dismissed on the merits or discontinued, notwithstanding any provisions to the contrary.

- (d) Neither party (nor its respective insurers), nor any affiliated companies, nor their officers, agents and employees or contractors, shall be liable to the other in any action or claim for consequential, indirect, punitive, exemplary, liquidated or special damages, loss of profits, loss of opportunity, loss of product or loss of use. Any protection against liability for losses or damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies which are inconsistent with these terms are waived.

19. **ASSIGNMENT.** This Agreement and any right or obligation of performance hereunder is not assignable or delegable in whole or in part by the Contractor without the prior consent of the Company, and any such attempted assignment or delegation shall be void and ineffective for all purposes.

20. **INTEGRATION AND COUNTERPARTS.** This Agreement is intended by the parties to be a final, exclusive, and complete expression of their Agreement and its terms. It supersedes all prior oral and written communications, and can be amended only in writing signed by both VWM and Contractor. Additional terms contained in any acknowledgment or other form or document delivered by Contractor, whether before or after the execution of this Agreement, shall be of no force or effect whatsoever. No course of prior dealing between the parties and usage of trade shall be relevant to supplement or explain any terms used herein. In case of any difference between the terms and conditions of Contractor's proposal and the terms of this Agreement, this Agreement shall be controlling.

This Agreement may be signed in multiple counterparts, and agree that facsimile or digital signature shall be deemed as original signature.

21. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the Law of the State of Wisconsin as effective and in force on the date of this Agreement.

22. **ACTS OF CONTRACTOR.** It is understood and agreed that if the Work is performed in whole or in part by a third party that is not a party to this Agreement, whether such party be a subcontractor or an agent, or anyone directly or indirectly employed by the Contractor the subcontractor or an agent, if any, then any act of such third party, while performing any operations on or about the Company's premises pursuant to this Agreement shall for the purposes of the Agreement be deemed and considered to be an act of the Contractor. The Contractor shall, for all purposes, be deemed an independent contractor. Neither the Contractor nor any subcontractor of the Contractor, no their agents or employees, shall be deemed to be servants, employees, partners, joint ventures, or agents of VWM by virtue of this Agreement.
23. **WAGE TERMS.** The Contractor agrees that all workers of the Contractor or any subcontractor while engaged in installation or labor at the facilities of the Milwaukee Metropolitan Sewerage District shall be paid wages comparable to like trades and qualified to work on this project.
24. **UTILIZATION OF SMALL, WOMEN, AND MINORITY BUSINESS ENTERPRISES.** It is the policy of VWM that Small, Women and Minority Business Enterprises (SBE/VBE/WBE/MBE) shall have the maximum practicable opportunity to participate in the performance.

The Contractor agrees to use good faith efforts to carry out this policy in the award of his subcontracts, if any, to the fullest extent consistent with efficient performance. The requirements for "good faith" efforts can be found on MMSD website at <https://www.mmsd.com/procurement/constructions-bid-special-attachments> . The Contractor is required to submit documentation of efforts to include SBE/VBE/WBE/MBE's. The Contractor is required to submit documentation of efforts to include SBE/VBE/WBE/MBE's.

25. **LOCAL WORKFORCE PARTICIPATION: LOCAL WORKFORCE PARTICIPATION:** In accordance with the District's procurement policy, it promotes the utilization of local workers and maximization of the economic impact of annual operating and capital project spending. This Administrative Policy (Attachment 1) can be found on the District's website at <https://www.mmsd.com/procurement/constructions-bid-special-attachments>. The Bidder must comply with this policy by signing the CERTIFICATION OF LOCAL WORKFORCE PARTICIPATION, CONTRACT NO. 55242 submitted during public bid process. The policy shall be implemented by VWM.

VWM shall implement the Administrative Policy (Attachment 4). The Contractor shall submit certified payroll records with each invoice for payment. Once the certified payroll records are verified and approved as compliant with CERTIFICATION OF LOCAL WORKFORCE PARTICIPATION, CONTRACT NO. 55242 form, the invoice shall be processed for payment.

The project requires 45% of total project hours in Sanitary Sewer Service

Employment and 20% of Target Area Local Workforce

In the event the Bidder is awarded the Contract and fails to comply with the Local Workforce Participation requirements, liquidated damages may be retained by VWM based on the following formula:

The number of Targeted or SSSA Employment Hours that should have been achieved based on the number of total project hours	MINUS	The number of Target Area or SSSA Employment Hours that have been achieved	MULTIPLIED BY	Two-thirds of the average mid-wage for the specified trades
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The Contractor is required to submit a local workforce implementation plan prior to the VWM issued to Notice to Proceed. The Contractor must provide a written local workforce implementation plan that will show the strategy for achieving the local workforce participation requirements of this Agreement. This plan will indicate the projected project hours including the coordinated plan to meet local workforce participation requirements.

These Local Workforce Participation requirements are a term of this Agreement and noncompliance shall be considered a breach of this Agreement.

26. **“OR EQUAL” MATERIALS AND EQUIPMENT.** Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to VWM for review under the circumstances described below.

“Or -Equal” Items: If in VWM’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by VWM as an “or equal” item, in which case review and approval of the proposed item may, in VWM’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- (a) In the exercise of reasonable judgment VWM determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function

imposed by the design concept of the completed Project as a functioning whole, and;

- (b) Contractor certifies that: (i) there is no increase in cost to VWM; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

- 27. **NOTICES.** Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the first page of this Agreement and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service providing proof of delivery.

All notices shall be effective upon the date of receipt. Contractor shall send an additional copy of any notice to VWM to the following:

Veolia North America
Attn: Kelly Hensey
53 State Street, 14th Floor
Boston, Massachusetts 02109

- 28. **WAIVER OF LIENS.** Contractor for itself and all persons or corporations doing labor or furnishing materials for Contractor in connection with any work covered herein, hereby expressly waives any and all liens of any kind or nature to which it and/or they are, or may be, entitled under any statute or otherwise. Contractor further agrees and covenants to disclose this provision of this Agreement to all persons or corporations doing labor or furnishing materials before any labor or materials is furnished and before any other subcontract is made by Contractor.
- 29. **VENUE AND PREVAILING PARTY FEES.** Venue in action brought under this Agreement shall be proper only in either the Circuit Court for Milwaukee County or the Federal District Court for the Eastern District of Wisconsin. If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be additionally entitled to reasonable attorney's fees and court costs which are directly attributed to such litigation.
- 30. **WAIVER AND SEVERABILITY.** A waiver of any term, condition or covenant by any party shall not constitute a waiver of any other term, condition or covenant. The invalidity of one or more phrases, sentences, clauses or paragraphs of this Agreement shall not affect the validity of the remaining portions of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.
- 31. **WORK PRODUCT.** The work product resulting from or arising out of this Agreement shall be owned by Company. Work product shall include all tangible materials, including work in progress.

32. **NO THIRD PARTY BENEFICIARIES.** Except as provided herein and except in the case of Milwaukee Metropolitan Sewerage District, nothing in this Agreement shall be construed to create in any third party, or in favor of any third party, any right(s), licenses(s), power(s), or privilege (s).
33. **LIQUIDATED DAMAGES.** Should Contractor fail to complete the work, or any part thereof, in the time agreed upon in this Agreement or within such extra time as may have been allowed for delay by extensions granted as provided in this Agreement, Contractor shall reimburse VWM for the additional expense and damage for each calendar day, Sundays and legal holidays included, that the Agreement remains uncompleted after the Agreement completion date. The said amounts agreed upon are not a penalty but are liquidated damages for the loss to Veolia and MMSD on account of expense due to additional expenses or resources required due to the expiration of the time of completion. VWM shall have the right to deduct such damages from any amount due, or that may become due the Contractor. The amount of liquidated damages shall be \$75.00 per day. Liquidated damages shall be assessed if Contractor fails to complete this project within one hundred twenty (120) calendar days from the date VWM issues the Notice to Proceed to commence work.
34. **EXHIBITS, SCHEDULES AND APPENDICES** The following are attached to and expressly made a part of this Agreement.
- Schedule A – Scope of Work
 - Schedule B – Contractor Work Safety Requirements
 - Schedule C – Certification and Release of Lien
 - Schedule D – Contractor Safety Requirements

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

VEOLIA WATER MILWAUKEE, LLC

Contractor

Print name:

Print name:

Title:

Title

Signature:

Signature:

Date:

Date:

SCHEDULE A
JI IPS Transfer Pump #3-2 Repairs
Scope of Work

Background Information

The IPS (Interplant Sludge) Transfer Pump #3-2 (P-13-12-3-2) is an adjustable speed, slurry handling, horizontal end suction centrifugal pump driven by a 200 hp motor.

Service Conditions

Liquid Pumped	Raw Screened Diluted Primary Sludge 1.5 to 4.0% solids by weight
Corrosion or Erosion Factors	pH=7 Abrasive
Largest Solid Passing	1.1 inch diameter
Pumping Temperature (PT)	50 to 70 degrees F
Specific Gravity at PT	1
Suction Head at Pump	3.5 feet minimum
Minimum NPSH Available	36 feet absolute

Performance Requirements

Guaranteed Performance	
Rated Capacity	1200 gpm at 430 feet total head
Lowest Capacity Required	400 gpm at 220 feet total head
Minimum Efficiency at Rated Capacity	70 percent
Speed	1800 rpm maximum
Speed Range	1800/600 rpm

A.SCOPE

The following specification describes the repairs to the IPS Transfer Pump #3-2 located in the Thickening Building at the Jones Island Water Reclamation Facility. The pump has been disconnected mechanically and electrically by Veolia staff and is currently on a pallet in the Machinist Shop in the Maintenance Building. The pump shall be picked up and transported to the repair facility. The Contractor shall procure and install new pump parts and rebuild the pump. The rebuilt pump shall perform shop testing until its performance meets or exceeds the OEM specs. The rebuilt pump shall be transported back to Jones Island, installed and reconnected mechanically and electrically. The pump and motor shall be aligned properly. The Contractor shall perform start-up, vibration analysis and final testing.

B. MATERIALS

The Contractor shall furnish all labor, materials, tooling/hardware, equipment, consumables, freight and disposal required to complete the repairs to the IPS Transfer Pump #3-2 identified in these specifications, except where identified as being furnished by others. Where materials are not specifically identified, they shall be new and of first class, appropriate for the installation. All proposed parts/materials shall meet or exceed the specifications listed herein. The Contractor shall also provide and replace the flange gaskets and fasteners. All gaskets and fasteners shall be provided as recommended by the Manufacturer. The Contractor shall be responsible for providing all start-up fluids (oil, grease, etc.) as recommended by the Manufacturer.

IPS Transfer Pump

256-P-13-12-3-2

The existing pump is a Complete ABBA Bare Pump Assembly 6x5x17CW in Standard Ni-Hard Materials and in Standard Construction, John Crane Mechanical Seal with Non-Coated 410 Stainless Steel Shaft Sleeve, 250# ANSI Suction and Discharge Flanges. Serial Number 182392.

The following parts shall be replaced, at a minimum:

- Rubber Deflector – Outboard
- Green Durabla Gasket – Bearing Cover Outboard
- Steel/Rubber Seal Oil – Outboard
- Steel Bearing – Outboard
- 4140 Stainless Steel shaft
- Green Durabla Gasket – Bearing Cover Inboard
- Steel Bearing - Inboard
- Steel Bearing – Inboard
- Steel Lock Washer – Bearing
- Steel Locknut – Bearing
- Steel/Rubber Oil Seal – Inboard
- Cast Iron Bearing Cover – Inboard
- Rubber Deflector – Inboard
- 410 Stainless Steel Sleeve
- Veg Fibre Gasket – Casing Joint
- Ni-Hard Wear Plate – Rear
- Ni-Hard Impeller
- Steel Oil Slinger
- Bronze Collar – Oil Slinger
- John Crane Mechanical Seal, 3.250, 5620P, SC/SC/V, SC/SC/V

C. WORKMANSHIP

The Contractor shall complete the project in a workmanlike manner and use craftsmen skilled in their trade. The Contractor shall be responsible for coordinating the work with VWM. The Contractor shall observe and follow all manufacturers' installation

instructions. Where those instructions conflict with these specifications, the more stringent shall be followed. The Contractor and subcontractor shall adhere to all VWM safety policies and procedures. The Contractor shall be responsible for field verifying all dimensions required for the job.

The Contractor shall complete the following, at a minimum:

- Pick up the removed pump from the Veolia warehouse.
- Transport the pump to the certified repair facility.
- Procure all replacement parts, at a minimum.
- Disassemble the pump and replace the parts listed herein.
- Deliver the repaired pump back to Veolia.
- Re-install the repaired pump mechanically and electrically.
- Align the pump. Check for rotation.
- Perform start-up and testing.

Note: The existing adjustable speed drive and motor shall be re-used. All existing piping, electrical and controls shall be re-used.

OEM Repair

The Contractor designated repair facility shall be a certified OEM repair facility. The repair services shall be completed using OEM recommended repair processes and parts.

Performance Shop Testing at Repair Facility

The Contractor shall complete performance shop testing including but not limited to testing on the pump after being rebuilt to verify proper operation of all sensors and mechanical equipment to meet OEM specifications.

Functional Pump Test

Prior to pump startup, all equipment shall be inspected for proper alignment, quiet operation, proper connection, proper rotation and satisfactory performance.

Vibration Test

The complete assembly, consisting of the driving unit and pump, connected and in normal operation, shall not develop amplitudes of vibration exceeding limits recommended by the current edition of Hydraulic Institute Standards.

System Functional Test

Upon start-up of IPS Pump #3-2, the pump shall pass a 7-day test run and operate failure free as proof of reliability. At any time during the test run, if a failure occurs which can be linked to this project, the Contractor shall correct the failure at their expense and the 7-day test run shall restart.

Alternative Bid Item A – The Contractor shall provide a separate cost including all labor, material, equipment, consumables, freight & disposal to rebuild IPS Pump #2-2 using the replacement parts listed in this scope of work. The pump is still installed on

the pump skid so the Contractor shall include the labor costs to disconnect the pump mechanically and electrically in their Alternate Bid Item A total cost. Should Veolia/MMSD elect to include the rebuild of IPS Pump #2-2, the provided cost will be added to the lump sum bid amount for this project as a change order.

D.SUBMITTALS

The Contractor shall provide one (1) hard copy and one (1) PDF copy of all submittals listed below. All submittals shall be addressed to:

Attn. Dan Skoczynski, Project Engineer
Veolia Water Milwaukee, LLC
700 East Jones Street
Milwaukee, WI 53207

- Certificate of shop testing at the OEM Repair Facility
- Bill of Materials/cut sheets describing the parts list and materials of construction in sufficient detail to indicate full conformance with the detail specifications.
- Certificate of installation, certifying the components have been installed in accordance with the manufacturer's specifications
- Performance data & pump curves
- Results of all pump testing
- Manufacturers' Certificate of Proper Installation
- Baseline vibration analysis for the pump & motor after the installation
- Alignment readings of the pumps & motors

Note: During the execution of this project, the Contractor is allowed the use of building equipment (i.e. elevators, overhead cranes, jib hoists, etc.); however, in the event that any or all of the equipment is out of service, no compensation shall be owed to the Contractor for providing alternate equipment or any delays this may cause.

PAYMENT TERMS

The Contractor shall submit invoice to:

Veolia Support Services North America
Attn: Accounts Payable
125 S. 84th Street, Suite 175
Milwaukee, WI 53214
(866) 688-0988

us.apsupport@veolia.com (inquiry of invoice payments)

us.apinvoices@veolia.com (email invoice only; one invoice with any/all backup paperwork in pdf format per email; no inquiries or responses)

SCHEDULE B

Contractor Work Safety Requirements

CONTRACTOR RESPONSIBILITIES

- Contractors are responsible for protecting the health and safety of their employees, visitors, subcontractors and vendors in accordance with all federal, state and local rules and regulations.
- All Contractor and subcontractor employees shall obtain specific site plant safety training from Veolia Water Milwaukee, LLC (“VWM”) prior to working on the site. VWM will offer a total of two one-hour training sessions to the contractor and any subcontractors. The Contractor shall adhere to all VWM safety policy and procedures.
- The Contractor shall schedule these training sessions with the Veolia’s Safety representative at 414.486.3868. It is the Contractor’s responsibility to have their employees safety trained prior to working at our facilities.
- Contractors bear sole and exclusive responsibility for safety of all phases of their work, as well as for safety of all phases of the Work performed by their subcontractors and vendors.
- Contractors must ensure that their employees, visitors, subcontractors and vendors are given a comprehensive safety and health orientation. The orientation should include general health and safety procedures and policies as well as facility-specific rules, regulations and specific hazards. Employees must be advised that disregard for these rules or any other applicable federal, state or local health and/or safety regulation will be subject to disciplinary action and/or removal from the facility.
- Prior to commencing the project, the Contractor must submit the following to the Project Manager. **(These requirements are found in Schedule D – Contractor Safety Requirements).**

The items checked in Schedule D-Contractor Safety Requirements may or may not apply to the scope of work at the time services are required; however, the Contractor’s employees shall have the required documentation on file with Veolia prior to beginning any work. Any Contractor employees who do not have the appropriate safety documentation on file will not be allowed to perform work on site. Any delays caused by such shall be at the Contractor’s cost and may incur penalties.

- Contractors are responsible for investigating accidents and incidents that result in personal injury or illness to their employees, visitors, subcontractors and vendors, or result in damage to buildings or equipment.
- In the event of an accident or incident that results in a personal injury or illness to a Contractor's employee, visitor, subcontractor or vendor, the contractor must

promptly notify VWM's Safety Manager of the accident or incident, contact all federal, state and local health and safety agencies, and complete all required reports.

- Contractors must provide a qualified "competent person" at all of their or their subcontractors' or vendors' job sites.
- Contractors must provide all personal protective equipment (PPE) and ensure that all PPE is available for their employees, visitors, subcontractors and vendors, and used as required. Contractors will need to have approved safety glasses, hard hats and steel toe shoes/boots and shall be worn by employees and visitors at all plant and field locations except offices, laboratories, restrooms, lunchrooms and other similar administrative areas.
- Contractors must ensure that their (as well as their subcontractors' and vendors') construction equipment and motor vehicle certifications, inspections, repairs and controls are in compliance with all federal, state and local rules and regulations.
- Contractors must ensure that all hand and power tools used by their employees, subcontractors and vendors are in safe working order.
- Contractors must ensure that their work areas as well as the work areas of their subcontractors and vendors are kept clear of debris and trash, and that adequate trash barrels are placed throughout the aforementioned areas and emptied frequently.
- Contractors must provide an appropriate number and type of sanitary facilities for their employees, visitors, subcontractors and vendors.
- Contractors are responsible for informing and disseminating to their employees, visitors, subcontractors and vendors all information provided by VWM's Safety Manager.
- VWM's Safety Manager may periodically monitor a Contractor's safety program and/or their subcontractor's or vendor's safety program to assure compliance with all federal, state and local safety regulations. Such monitoring does not relieve the contractor of its obligations. At no time is VWM responsible for the health and safety of a Contractor's employees, visitors, subcontractors or vendors.

ENFORCEMENT

As part of their job, Contractors and their subcontractors and/or vendors must establish and enforce an effective disciplinary program. Contractors and their subcontractors and/or vendors must discipline and/or dismiss any employees who violate federal, state or local safety rules and regulations. Failure to comply with all federal, state and local safety rules and regulations will be considered as non-compliance with the Agreement and may result in remedial action including but not limited to withholding of progress payments due the contractor and/or termination of the Contractor from the site.

VWM has full authority to stop work when conditions or practices of imminent danger (that may result in serious injury, death or extensive property damage) exist, until those

conditions or practices are corrected. A verbal communication and notice of non-compliance document will be issued to the responsible Contractor prior to stopping work. Prior to resuming work, the responsible Contractor must document all steps taken to correct the notice of non-compliance and provide such documentation to the Company.

When confronted with a non-serious hazard, the Company will advise the responsible Contractor of the condition, and establish, in conjunction with the responsible Contractor, a date by which the non-serious hazard will be corrected.

If the responsible Contractor fails to take corrective action by the agreed-upon date, VWM has the authority to stop work or retain the necessary craftsman to correct the non-serious hazard. All labor and material costs incurred by VWM to correct the non-serious hazard shall be charged to the responsible contractor. In exercising this authority, the responsible Contractor shall have no recourse against VWM for any damages that may arise as a result of such stoppage.

VWM has the authority to remove the Contractor from the job site. VWM also has the authority to remove anyone on the Contractor's staff who is regarded as a frequent violator of safe work practices, or who fails to ensure persons working under their supervision or in a workplace they control are not exposed to serious work hazards.

SCHEDULE C

Certification and Release of Lien

(to be executed by Contractor and to accompany all payment requests)

Waiver and Release of Lien

The undersigned, in consideration of the payment in the amount of \$_____, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through_____, 20__ to Veolia Water Milwaukee, LLC ("VWM" or "Company") for the benefit of VWM pursuant to the Agreement between Contractor and VWM dated _____, 20__ ("Agreement.") Contractor hereby certifies that all of its subcontractors under the Agreement have been for labor, services or materials furnished through the date hereof in connection with the above project. Contractor hereby agrees to indemnify, defend and hold harmless the Company, its affiliates, officers, directors and agents and Milwaukee Metropolitan Sewer District against any claims or liens from such subcontractors under the Agreement.

Dated: _____

Contractor: _____

Name: _____

Print Name: _____

Title: _____

Address: _____

address, city, state, zip code

Exhibit A

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____, having an office at _____ as Principal, hereinafter called CONTRACTOR, and _____, having an office at _____, as Surety, hereinafter called Surety, are held and firmly bound unto **Veolia Water Milwaukee LLC**, having an office at **700 East Jones Street, Milwaukee, WI 53207**, as Obligee, hereinafter called COMPANY, for the use and benefit of claimants as herein below defined in the amount of _____ (\$_____), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a Contract with the COMPANY for the construction of the project entitled **Jones Island Water Reclamation Facility, IPS Pump #3-2 Repairs**. In accordance with the Pictures and Specifications attached which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment of all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however to the following conditions:

1. A claimant is defined as one having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named CONTRACTOR and Surety hereby jointly and severally agreed with the COMPANY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The COMPANY shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:

Exhibit A

- a) Unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following: the CONTRACTOR, the COMPANY or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, COMPANY or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b) After the expiration of one (1) year following the date on which CONTRACTOR ceased Work on said Contract or after the expiration of one (1) year following the Date of Substantial Completion of the Project, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, on any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against such improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Exhibit A

Signed and sealed this _____ day of _____, 20____.

WITNESS:

CONTRACTOR (SEAL)

By _____

(Witness)

(Title)

WITNESS:

(Name of Surety) (SEAL)

By _____
(Attach Power of Attorney)

(Witness)

(Title)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____, having an office at _____ as Principal, hereinafter called CONTRACTOR, and _____, having an office at _____, as Surety, hereinafter called Surety, are held and firmly bound unto the **Veolia Water Milwaukee LLC**, having an office at **700 East Jones Street, Milwaukee, WI 53207**, as Obligee, hereinafter called COMPANY, for the use and benefit of claimants as hereinbelow defined, in the amount of _____ (\$_____), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrations, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a Contract with the COMPANY for the construction of the project entitled **Jones Island Water Reclamation Facility, IPS Pump #3-2 Repairs**, in accordance with Drawings and Specifications attached which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of Contract Times made by the COMPANY.

Whenever CONTRACTOR shall be and declared by COMPANY to be in default under the Contract, the Surety shall promptly remedy the default. If the COMPANY terminates the Contract for such default, the following precautions shall govern the liability of the CONTRACTOR and the Surety hereunder.

In the event of such termination, the CONTRACTOR and the Surety shall remain fully liable to the COMPANY for the CONTRACTOR'S failure to timely complete the Contract, any additional costs incurred by the COMPANY in completing the Contract, and liquidated damages from the originally scheduled completion date to the date of the actual completion of the work by the COMPANY.

In the event of such termination, the Surety company may elect to take over and complete performance of the Contract by giving written notice to the COMPANY of such determination within seven (7) days of the COMPANY'S mailing of notice of termination to the Surety and actually commencing completion with fourteen (14) days of the COMPANY'S notice to the Surety. The Surety shall fully complete the work by the originally scheduled date of completion and the CONTRACTOR and the Surety shall

Exhibit B

remain liable to the COMPANY for all damages sustained by the COMPANY and for liquidated damages for delay.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due or before the expiration of two (2) years from the Date of Substantial Completion of the Project, whichever is later.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the COMPANY named herein or the heirs, executors, administrators or successors of the COMPANY.

Signed and sealed this _____ day of _____, 20____.

WITNESS:

(Witness)

CONTRACTOR (SEAL)

By _____

(Title)

WITNESS:

(Witness)

(Name of Surety) (SEAL)

By _____
(Attach Power of Attorney)

(Title)

SCHEDULE D

MUST BE EMAILED TO
THE PROJECT MANAGER, Dan Skoczynski,
dan.skoczynski@veolia.com
OVER THIS PROJECT.

**DO NOT RETURN THE
SAFETY DOCUMENTS WITH
SECTIONS:
AGREEMENT – PAGE 1
THROUGH
LABOR AND MATERIAL BONDS – PAGE PB-2**

SCHEDULE D

Veolia Water Milwaukee, LLC Jones Island Water Reclamation Facility, IPS Pump #3-2 Repairs Contractor Safety Requirements

Project Location:	<input checked="" type="checkbox"/> JI <input type="checkbox"/> SS <input type="checkbox"/> 13 th	<input type="checkbox"/> Conveyance
	Area/Bldg/Floor: Thickening Building 256	Facility: JIWRF
Project Manager:	Dan Skoczynski	Project Type: <input type="checkbox"/> VW <input checked="" type="checkbox"/> MCRR 1469

Contractor EHS&S Requirements	Required	Date Submitted	Date of EHS&S Review
Section 1: General Requirements	<input checked="" type="checkbox"/>		
Veolia Water Milwaukee, LLC Pre-Qualification Packet	X		
Attachment A: Pre-Qualification of Contractors	X		
Attachment B: Site Incident Prevention Plan	X		
Attachment C*: Annual Re-evaluation (if contractor has previously completed Attachments A & B, contractor only needs to complete Attachment C)	NA		
Certificate of Insurance: Please make sure <u>Veolia Water Milwaukee, LLC</u> is identified as the "Certificate Holder" If public bid, COI must also be submitted with CONTRACT DOCUMENTS	X		
Veolia Water Milwaukee, LLC Contractor Safety Training	X		
Section 2: Job Safety Plan	<input checked="" type="checkbox"/>		
Describe major steps of project, associated hazards with each step and methods to eliminate or minimize each hazard.	X		
Section 3: Pre-Construction Meeting	<input checked="" type="checkbox"/>		
Contractor shall attend a pre-construction meeting to review EHS&S requirements if work includes the following Sections:	X		
Section 4: Personal Protective Equipment	<input checked="" type="checkbox"/>		
Provide a list of personal protective equipment for the scope of this contract. **Minimum requirements include hard hat, safety glasses w/ side shields, long pants, and shirts with short (4 inches) or long sleeves.	<input checked="" type="checkbox"/>		
Respirators (Air Purifying, PAPR, SCBA)	<input type="checkbox"/>		
a. Written Program			
b. Annual Fit Testing and Annual Training Documentation – for each employee			
Documentation to Verify Annual Medical Questionnaire Completion and review by a medical provider. – for each employee x			
d. Air Purifying Respirators – Change Schedule			
Disposable Dust Respirators	<input type="checkbox"/>		
a. Documentation to demonstrate Appendix D was given to each employee			
Gas Monitoring	<input type="checkbox"/>		

a. Written Program			
b. Contractor to provide and utilize for each employee or group of employees			
Section 5: Hazard Communication	<input type="checkbox"/>		
a. Copies of Material Safety Data Sheets			
b. Inventory of the estimated number of containers and corresponding size of containers for each chemical			
c. On-site storage of chemicals must be appropriate for the type of hazard and requires pre-approval from EHS&S.			
Section 6: Powered Industrial Vehicles	<input checked="" type="checkbox"/>		
Forklifts	<input checked="" type="checkbox"/>		
a. Copies of Current Forklift Operator certification for each contractor employee who may operate during scope of project. *Certificate must be within the past 3 years.	X		
b. Copy of pre-use inspection form			
Aerial Lifts	<input type="checkbox"/>		
a. Copies of Current Aerial Lift Operator certification for each contractor employee who may operate during scope of project. *Certificate must be within the past 3 years.			
b. Copy of pre-use inspection form			
Mobile Cranes	<input type="checkbox"/>		
a. Copies of Current Mobile Crane Operator certification for each contractor employee may operate during scope of project. *Certificate must be within the past 3 years.			
b. Copy of pre-use inspection form			
Overhead Cranes (building)	<input checked="" type="checkbox"/>		
a. Copies of Current Overhead Crane Operator certification for each contractor employee may operate during scope of project. *Certificate must be within the past 3 years.	X		
b. Copy of pre-use inspection form			
c. Use of Building Overhead Cranes requires 3 rd party inspection by a qualified company pre- and post-use.			
Section 7: Fall Protection	<input type="checkbox"/>		
a. Fall Protection Plan			
b. Contractor shall supply all equipment/tools required per their fall protection plan			
c. Copies of training certificates for each contractor employee			
Section 8: Electrical	<input checked="" type="checkbox"/>		
Lockout/Tagout	<input checked="" type="checkbox"/>		
a. Appropriate number of locks/tags for each contractor employee	X		
b. Written Program	X		
c. Copies of training certificates for each contractor employee *Must be within the last year	X		
Live Electrical	<input type="checkbox"/>		
a. Requires an approved Energized Electrical Work Permit			
b. Contractor shall supply all PPE/equipment/tools			
c. Copies of training certificates for each contractor employee			
Section 9: Hot Work	<input type="checkbox"/>		
a. Written Program			
b. Fire Watch			

c. Fire Watch – Fire Extinguishers			
d. Copies of training certificates for each contractor employee *Must be within the last year			
Section 10: Manhole Lid Removal – Atmospheric Monitoring	<input type="checkbox"/>		
a. Contractor must follow Veolia Water SOP for manhole lid removal – Atmospheric monitoring			
b. Contractor shall use Veolia Water form			
c. Contractor shall provide sufficient number of multi-gas detectors (current calibration sticker on each detector, daily bump test required)			
Section 11: Confined Space Entry	<input type="checkbox"/>		
a. Submit Written Program			
b. Submit Confined Space Entry Form			
c. Submit Confined Space Rescue Plan Note: Veolia Water will not provide rescue services. If using a municipality fire department, submit an agreement letter from the municipality's fire department.			
d. Submit Training Documentation for each employee *Must be within the last year			
e. Contractor must provide all ladders, rescue equipment, multi-gas detectors			
Section 12: Scaffolding	<input type="checkbox"/>		
a. Submit Written Program			
b. Designate Competent Person			
c. Submit Inspection Tags (actual or copies)			
Section 13: Combustible Dust	<input type="checkbox"/>		
Contractor shall document requirements listed below in Job Safety Plan (Section 2)			
a. Hazardous Classifications – all equipment shall be rated for the hazardous classification for each specific work area			
b. Contractor shall provide methods to prevent airborne dust or accumulation of dust on surfaces			
c. Contractor shall identify methods to prevent ignition sources (welding, grinding, static static electricity, friction)			
d. Each Contractor Employee shall sign in/out on D&D Visitor Log upon entering/exiting the building			



**ATTACHMENT A
CONTRACT SAFETY PRE QUALIFICATION OF CONTRACTORS**

CONTRACTOR'S NAME _____ DATE _____

ADDRESS _____

LIST FIRM'S PRIMARY NAICS CODE _____

1a. List your firm's Experience Modification Rate (EMR) for the three most recent years:

<u>YEAR</u>	<u>INTRASTATE</u>	<u>INTERSTATE</u>
20____	_____	_____
20____	_____	_____
20____	_____	_____

1b. If you do not have an EMR, please explain. _____

2a. How long have you been covered by your current provider of Workers Compensation Insurance? _____

2b. Has there been a change of ownership in your company within the last three years?
YES ___ NO ___

3. Please use your firm's last three year's OSHA No. 300 Logs to fill in number of injuries and illnesses:

	YEAR	_____	_____	_____
a) Number of Lost Workday Cases		_____	_____	_____
b) Number of Restricted Workday Cases		_____	_____	_____
c) Number of Medical Treatment Cases (not First Aid)		_____	_____	_____
d) Employee Hours Worked Each Year		_____	_____	_____
e) Total Recordable Frequency Rate		_____	_____	_____

4. List any fatalities your firm has had in the last three years. Include facility, cause and corrective action. (Use back of form if additional space required.) _____



**ATTACHMENT A
CONTRACT SAFETY PRE QUALIFICATION OF CONTRACTORS**

5. List any OSHA/MSHA serious citations your firm has had in the last three years. Please describe. (Use back of form if additional space required.) _____

6. How often are accident reports (OSHA/MSHA) and report summaries sent to the following?

Monthly Quarterly Annually Never

Field Superintendent	_____	_____	_____	_____
Regional or Corporate Office	_____	_____	_____	_____
President/Owner of Firm	_____	_____	_____	_____

7. How often do your field supervisors receive safety training?
 Weekly_____ Biweekly_____ Monthly_____ Other_____

8. How often do you conduct project safety inspections? _____
 Who conducts these inspections (Title)? _____

9. How are accident records and accident summaries kept? How often are they reported?

YES NO MONTHLY ANNUALLY

Accidents Totaled for the Entire Company	_____	_____	_____	_____
Accidents Totaled by Project	_____	_____	_____	_____
-Subtotaled by Superintendent	_____	_____	_____	_____
-Subtotaled by Front-line Supervisor	_____	_____	_____	_____
Are Near Misses Reported and Investigated	_____	_____		

10. How are the costs of individual accidents kept? How often are they reported?

YES NO MONTHLY ANNUALLY

Costs Totaled for Entire Company	_____	_____	_____	_____
----------------------------------	-------	-------	-------	-------



**ATTACHMENT A
CONTRACT SAFETY PRE QUALIFICATION OF CONTRACTORS**

Costs Totaled by Project	_____	_____	_____	_____
Subtotaled by Superintendent	_____	_____	_____	_____
Subtotaled by Front-Line Supervisor	_____	_____	_____	_____

11a. Describe your safety organization. List names, titles and safety training: _____

11b. Who has safety responsibilities at a specific job site? Give title and safety training: _____

12. Do you have a controlled substance and drug abuse policy? YES___ NO___
 (Please attach copy)

13a. Do you have a written safety program? YES___NO___
 (Please attach copy or Table of Contents at a minimum))

13b. Does your written safety program include the following? YES NO

- | | | | |
|------------------------------|--|-------|-------|
| 1. Policy Statements: | | | |
| a. Company Statements | | _____ | _____ |
| b. Substance Abuse | | _____ | _____ |
| c. Rule/Program Enforcement | | _____ | _____ |

- | | | | |
|---|--|-------|-------|
| 2. Safety/Health Procedures: | | | |
| a. Fall Protection | | _____ | _____ |
| b. Scaffolding/Work Platform | | _____ | _____ |
| c. Perimeter guarding/floor, wall and roof openings | | _____ | _____ |
| d. Mobile Equipment Safety | | _____ | _____ |
| e. Housekeeping | | _____ | _____ |
| f. Fire Protection | | _____ | _____ |
| g. Injury Treatment Procedure, First-aid Facilities | | _____ | _____ |
| h. Emergency procedures, Rescue, Evacuation | | _____ | _____ |
| i. Hazard Recognition/MSDS | | _____ | _____ |
| j. Toxic Substances | | _____ | _____ |
| k. Trenching/Excavation | | _____ | _____ |
| l. Signs, Barricades, Flagging | | _____ | _____ |

- m. Electrical Safety _____
- n. Rigging/Crane Safety _____
- o. Confined Space Entry _____
- p. Welding/Burning Permit Procedures _____
- q. Asbestos Abatement _____
- r. Lockout/Tagout/Tryout _____

3. Personal Protective Equipment Requirements: YES NO

- a. Head Protection _____
- b. Eye Protection _____
- c. Hearing Protection _____
- d. Foot Protection _____
- e. Respiratory Protection _____
- f. Chemical Protective Clothing _____

13c. Are all employees trained in the above safety program? YES ___ NO ___

13d. Do you have a formal orientation program for all new hires on the above safety program? YES ___ NO ___

14a. Do you have a written safety program for newly hired or promoted supervisors? YES ___ NO ___

14b. If yes, does it include instruction on the following:

- | | YES | NO |
|--|-------|-------|
| 1. All elements of your written safety program | _____ | _____ |
| 2. Methods of safety supervision | _____ | _____ |
| 3. Toolbox meetings | _____ | _____ |
| 4. Emergency procedures | _____ | _____ |
| 5. First-Aid facilities | _____ | _____ |
| 6. Accident investigation | _____ | _____ |
| 7. Fire prevention/protection | _____ | _____ |
| 8. New worker orientation | _____ | _____ |

15. How often do you hold craft "toolbox" safety meetings?
 Weekly _____ Biweekly _____ Monthly _____ Other _____

16. Have you performed work at any VWNA facility previously? YES ___ NO ___ If yes, please describe date and facility.



Attachment B Site Incident Prevention Plan

Point of Contact: _____ Phone/Cell: _____
 Project Title: _____ Project #: _____
 Permit Requester: _____
 Contractor: _____ Phone/Pager: _____
 Location of Work/Floor Level: _____ Building: _____
 Description of Work: _____

Special Equipment/Tools: (welders, torch, forklift, scaffolds, mixers, core driller, generators, backhoe, cranes, etc.) _____

Check box of required attachment forms:

- | | |
|--|---|
| <input type="checkbox"/> Confined space permit | <input type="checkbox"/> Hot Works Permit |
| <input type="checkbox"/> Lockout/Tagout permit | <input type="checkbox"/> Sprinkler shut-down permit |
| <input type="checkbox"/> Fall Protection Plan | |

Schedule of Work Activity: **START:** (date/time) _____ **FINISH:** (date/time) _____

Probability of Outage or risk to:	<input type="checkbox"/> Process	<input type="checkbox"/> Power/Utilities	<input type="checkbox"/> Other
Probability of Outage or risk:	<input type="checkbox"/> LOW	<input type="checkbox"/> MEDIUM	<input type="checkbox"/> HIGH

Risk Description and precautions to impacted areas: _____

Reviewer's Instruction/comments: _____

Existing Service(s) at risk: (see below and check all affected)

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Air Handlers/HVAC | <input type="checkbox"/> Emergency Showers | <input type="checkbox"/> Natural Gas | <input checked="" type="checkbox"/> Communications/data |
| <input type="checkbox"/> Chemical Distribution | <input type="checkbox"/> Drain Sanitary | <input type="checkbox"/> Waste Treatment | <input type="checkbox"/> Electrical |
| <input type="checkbox"/> City Water | <input type="checkbox"/> Chemical Distribution | <input type="checkbox"/> Fire Detection/Protection | <input type="checkbox"/> Other |
| <input type="checkbox"/> Hot Water | <input type="checkbox"/> Drain storm | <input type="checkbox"/> DI water RO/DI | |

Potential Hazard (acid, caustic, electrical, shock, etc.) _____

Safety equipment required: (harness, ARC flash protection, fire extinguisher, air-test meter, etc.) _____

EMERGENCY TELEPHONE NUMBER: _____

Secondary Emergency Contact Name: _____
 Permit Requester: (sign) _____
 Service/System Owner: (sign) _____
 *EHS&S Reviewer: (sign) _____
 *VWNA Mgr. (sign) _____
 System owner: (sign) _____

Telephone: _____
 Date: _____
 Date: _____
 Date: _____
 Date: _____
 Date: _____

*Required as minimum

• **PERMIT DEFINITIONS**

1. **Point of Contact....**The person requesting or responsible for the proposed activity.
2. **Phone/Pager.....**Phone and pager number of primary contact.
3. **Project Title....**Name of project – Name or brief description, system name, tool name, etc.
4. **Project #.....**if applicable.
5. **Permit Requester....**Direct representative responsible for the being performed.
6. **Contractor.....**Name of company submitting permit (should be the same contractor who is performing work).
7. **Phone/Pager.....**Office, Pager and/or Cellular number (*note – best way to reach you!!)
8. **Location of Work/Floor Level.....**Location is area where activity is occurring or room name. Floor Level is level of the building where activity is occurring (Basement, first floor, etc.)
9. **Bldg.....**Location is for interior construction and is identified by Bldg. #
10. **Description of Work...** A detailed description of the activity to take place is required in this area and further information might be required as deemed necessary by the Coordinator. Please give sufficient detail.
11. **Special Equipment/Tools....** A list of special tools/equipment which will be used to perform activity, other than hand tools, must be identified and they must be in a safe operable condition.
12. **Check box of required attachment forms....**Required attachment permits/plans must be submitted along with the permit. Additional forms might be required as deemed necessary by the reviewing party. Requester is responsible for ensuring a copy is also provided/submitted with the permit form.
13. **Schedule of Work Activity...** Accurate start and finish dates and times are required.
14. **Probability of Outage or Risk To....**The process Building which might be impacted must be identified.
15. **Probability of Outage or Risk...High, Medium, or Low** Assessment to be made by submitter and verified by review board using the “Risk Matrix”. High risk activities may require a walk down and or field audit.
16. **Risk Description and Precautions to Impacted Areas.....**A detailed description of risk will be identified to include precautionary measure and notification steps taken to alleviate risk.
17. **Reviewer’s Instructions/Comments...** Additional requirements, expectations, and/or recommendations to comply with by persons performing the tasks.
18. **Existing Service(s) at Risk.. ...**Any potential risk to an existing active system must be identified and the system owner must be notified in advance.
19. **Potential Hazards....** Potential hazards workers may encounter or experience must be identified/listed.
20. **Safety Equipment Required....**List all PPE/Safety equipment to be used to prevent potential hazard or injury, this section to include any re-routing of evacuation routes, vehicle traffic and or personnel traffic.

Signature section of Permit form.

Each line must have the person’s name Printed and/or Signed, and Dated.

This section must be completed before an “Authorization to Proceed” will be issued.

21. **Secondary Emergency Contact Name.....**Person knowledgeable and responsible for the proposed activity if the “Point of Contact” cannot be reached.
22. **Permit Requester....**Direct representative responsible for the work being performed.
23. **EHS&S Reviewer.....**EHS&S representative who has reviewed proposed activity. Could be PM or Site EHS&S Contact.
24. **VWNA Facilities ...** PM or his/her designee (ie; Ops. Sup, Maint. Mgr, etc.) who has reviewed proposed activity.



Attachment C

Pre-Qualified Contractor Annual Safety Reevaluation

Important: Include current Certificate of Liability Insurance along with this submission.

Contractors Name: _____

Date: _____

Address: _____

List Firm's Primary SIC/NAICS Code: _____

1. List your firm's Experience Modification Rate (EMR) for the three most recent years:

Year	Intrastate	Interstate

2. If you do not have an EMR, please explain:

3. How long have you been covered by your current provider of Workers Compensation Insurance? _____

4. Has there been a change of ownership in your company within the last three years?

5. Please use your firm's last three year's OSHA 300 log to fill in number of injuries and illnesses

	YEAR	20__	20__	20__
<i>Number of lost workday cases</i>				
<i>Number of restricted workday cases</i>				
<i>Number of Medical treatment cases</i>				
<i>Employee hours worked each year</i>				
<i>Total Recordable Incident Rate</i>				



Attachment C

Pre-Qualified Contractor Annual Safety Reevaluation

6. List any fatalities your firm has had in the last three years. Include facility, cause and corrective action. (Use back of form if additional space is required).

7. List any OSHA/MSHA or other regulatory safety and/or environmental citations your firm has had in the last three years. Please describe. (Use back of form if additional space is required).

Part 3 - Reference Pictures

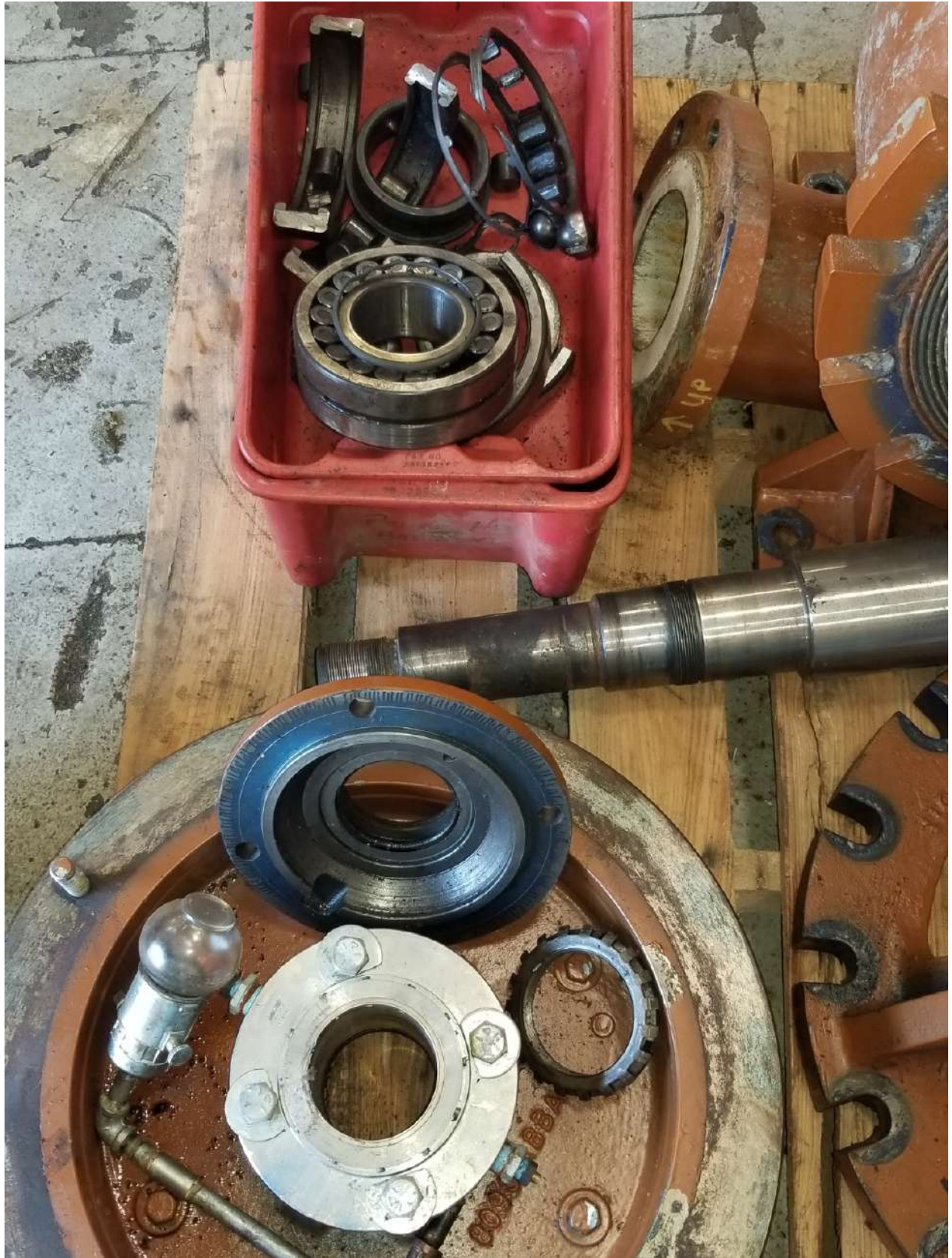


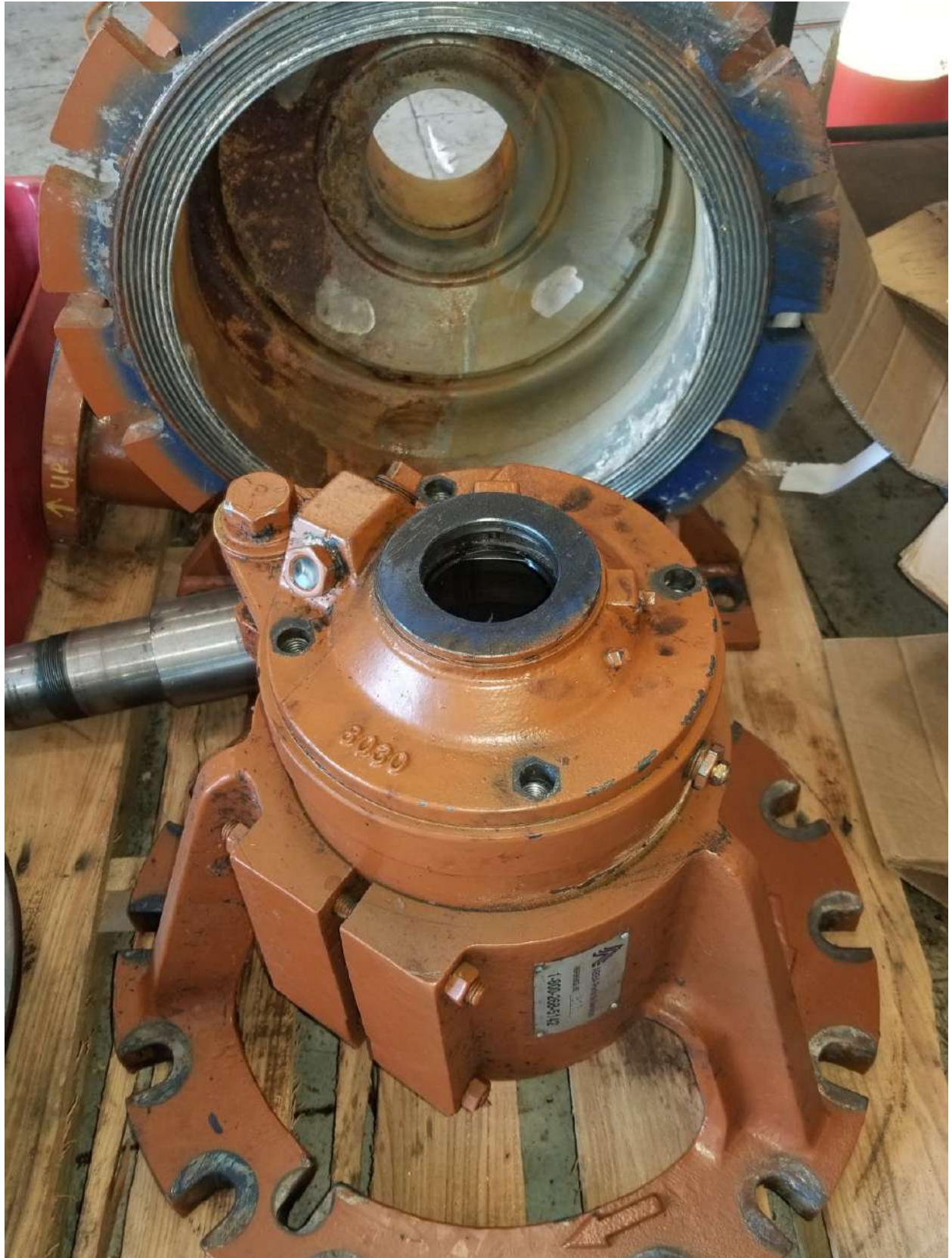


ABBA Parts & Service

REFERENCE NO. 182331

1-800-268-5142

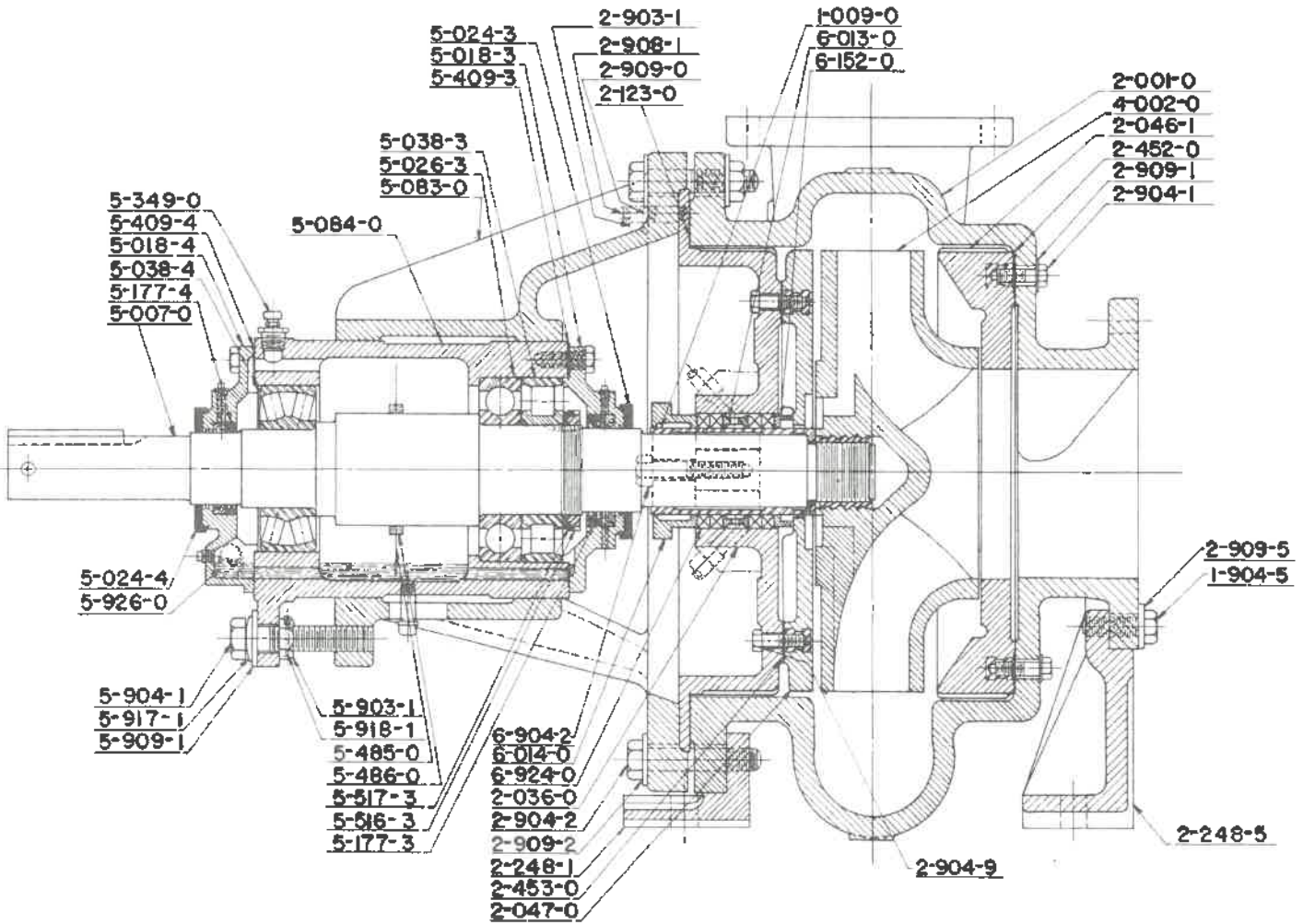




Part 4 – Reference Material



CW — STYLE 6-011 PACKING
CARTRIDGE SEAL



HORIZONTAL — TYPE CW
For Coarse Abrasive Solids in Suspension
Parts and Materials
Style C-011 (Racking) Pumps



ABBA PUMP PARTS & SERVICE
 www.abbaparts.com

Supersedes all previous issues

Catalog Number	Part Name	Material Options		
		970	928	
		Allsite - Ni-Hard Fitted	All Ni-Hard	Special
1-009-0	Sleeve, Shaft		Hard Coated Stn. Stl.	
1-904-5	Screw, Foot-Casing		Steel	
2-001-0	Casing	Allsite	Ni-Hard	
2-036-0	Cover, Stuffing Box		Cast Iron	
2-046-1	Side Plate, Suction		Ni-Hard	
2-047-0	Side Plate, Back		Ni-Hard	
2-123-0	Gasket, Casing Joint		Sheet Packing	
2-248-1	Foot, Casing (Drive End)		Cast Iron	
2-248-5	Foot, Casing (Suction)		Cast Iron	
2-452-0	Gasket, Suction Side Plate		Sheet Packing	
2-453-0	Gasket, Back Side Plate		Sheet Packing	
2-903-1	Nut, Locking		Steel	
2-904-1	Screw, Casing - Side Plate		Steel	
2-904-2	Screw, Casing - Frame		Steel	
2-904-9	Screw, Cover - Side Plate		Steel	
2-908-1	Stud		Steel	
2-909-0	Washer		Steel	
2-909-1	Washer, Casing Side Plate		Steel	
2-909-2	Washer, Casing - Frame		Steel	
2-909-5	Washer, Foot Casing		Steel	
4-002-0	Impeller, Enclosed		Ni-Hard	
5-007-0	Shaft and Key		1045 Steel	
5-018-3	Cover, Bearing (Inboard)		Cast Iron	
5-018-4	Cover, Bearing (Outboard)		Cast Iron	
5-024-3	Deflector, Labyrinth (Inboard)		Synthetic Rubber	
5-024-4	Deflector, Labyrinth (Outboard)		Synthetic Rubber	
5-026-3	Bearing, Ball (Inboard)		Steel	
5-038-3	Bearing, Roller (Inboard)		Steel	
5-038-4	Bearing, Roller (Outboard)		Steel	
5-083-0	Frame		Cast Iron	
5-084-0	Liner, Frame		Cast Iron	
5-177-3	Seal, Bearing (Inboard)		Lip Seal (Synthetic Rubber)	
5-177-4	Seal, Bearing (Outboard)		Lip Seal (Synthetic Rubber)	
5-349-0	Tube, Breather		Steel	
5-409-3	Gasket, Bearing Cover (Inboard)		Velumoid	
5-409-4	Gasket, Bearing Cover (Outboard)		Velumoid	
5-485-0	Slinger, Oil		Spring Steel	
5-486-0	Slinger, Oil Collar		Aluminum	
5-516-3	Locknut, Bearing (Inboard)		Steel	
5-517-3	Lockwasher, Bearing (Inboard)		Steel	
5-903-1	Nut, Locking		Brass	
5-904-1	Screw, Adjusting		Steel	
5-909-1	Washer		Brass	
5-917-1	Washer, Spring		Steel	
5-918-1	Pin, Cotter		Steel	
5-926-0	Gauge, Oil Sight		Chrome Plated Brass/Glass	
6-013-0	Seal Cage		Teflon	CARTRIDGE SEAL SC/SC VITON SS 316
6-014-0	Gland (Split)		Cast Iron	
6-152-0	Base Ring, Packing		Cast Iron	
6-904-2	Screw, Gland		Brass	
6-924-0	Racking (Set)		Graphited Yarn	

ENG. DATA

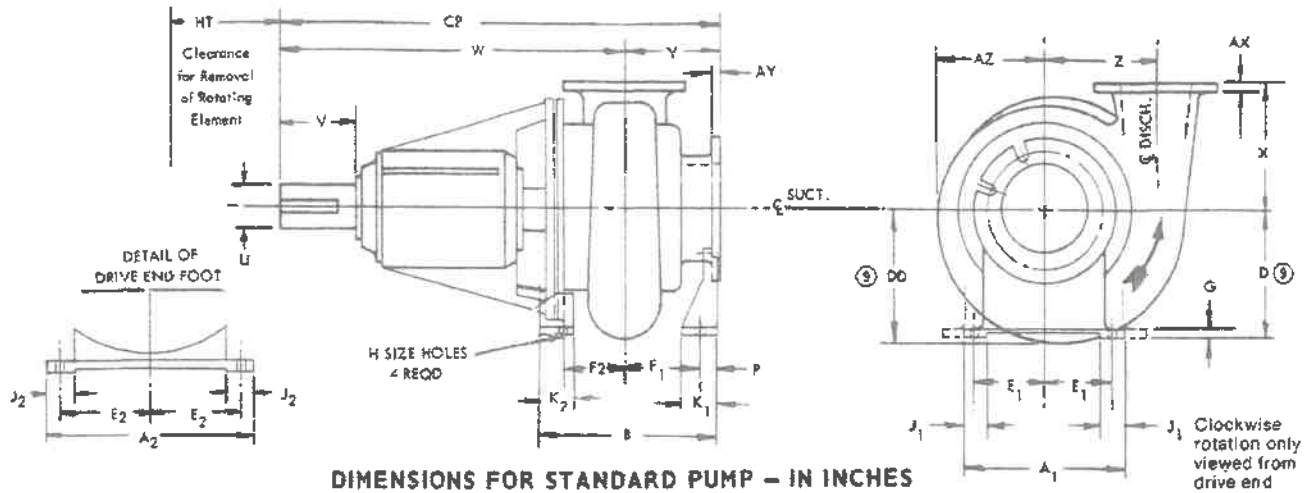
Horizontal Type CW Pumps

For Coarse Abrasive Solids in Suspension
Standard Bare Pumps
Model 100



ABBA PUMP PARTS & SERVICE
www.abbaparts.com

Supersedes all previous issues



DIMENSIONS FOR STANDARD PUMP - IN INCHES

Pump Size	Suct.	Disch.	A ₁	A ₂	B	D	E ₁	E ₂	F ₁	F ₂	G	H	J ₁	J ₂	K ₁	K ₂	P
4x3x11½	4	3	15	15	16¼	10½	6-5/8	6-5/8	5-3/8	7-3/8	1	1	2½	2½	3½	5½	2
5x4x11½	5	4	15	15	16¼	10½	6-5/8	6-5/8	5-3/8	7-3/8	1	1	2½	2½	3½	5½	2
6x5x17	6	5	19	24	19-5/16	13-5/8	8½	11	7-9/16	7	1¼	1	3	3	4¼	5	2¼
8x6x21	8	6	27½	31½	24¼	18-5/8	12	14	7¾	11½	1½	1½	4¼	4¼	4½	5	2¼
10x8x21	10	8	27½	31½	25¾	18-5/8	12	14	9-11/16	10-13/16	1½	1½	4¼	4½	5	5	2½
12x10x17	12	10	19	24	23-13/16	13-5/8	8½	11	10-13/16	8-9/16	1¼	1	3	3	3-7/8	5	2¼
14x12x21	14	12	27½	31½	28¼	18-5/8	12	14	12½	10¾	1½	1½	4¼	4¼	4½	5	2¼
16x14x21	16	14	27½	31½	30	18-5/8	12	14	14	10¾	1½	1½	4¼	4¼	5	5	2¼

Pump Size	U	Keyway			V	W	X	Y	Z	AX	AY	AZ	CP	DD	HT
		Depth	Width	Length											
4x3x11½	1.625	3/16	3/8	3-3/4	5	26½	10¼	7½	8-1/8	3/4	1	8½	34	9-1/16	7½
5x4x11½	1.625	3/16	3/8	3-3/4	5	26½	10¼	7½	8-5/8	1	1	9-1/8	34	9-7/8	7½
6x5x17	2.375	5/16	5/8	4½	7	33-1/16	13-3/8	10	11½	1	1-1/8	12-1/16	43-1/16	13	11½
8x6x21	2.375	5/16	5/8	4½	7	33-5/8	13-5/8	10¼	12½	1-1/8	1¼	13½	44-3/8	15½	11½
10x8x21	2.375	5/16	5/8	4½	7	33-5/8	14	10½	13	1-1/8	1½	13¾	44-3/8	15½	11½
12x10x17	2.375	5/16	5/8	4½	7	34½	16	13	14-3/8	1-3/16	1¼	15¼	47½	17-7/8	11½
8x6x21	3.500	7/16	7/8	9	11	54½	16	10¼	14¼	1-1/8	1-1/8	15-3/8	64¼	16-5/8	17½
10x8x21	3.500	7/16	7/8	9	11	54-1/16	21	12-7/16	15-3/8	1-1/8	1¼	16-3/8	66½	17¾	17½
14x12x21	3.500	7/16	7/8	9	11	53½	21	15	17-3/8	1¼	1-7/16	18½	68¾	21¼	17½
16x14x21	3.500	7/16	7/8	9	11	53¼	21	16¼	18-5/8	1-3/8	1-7/16	20-1/8	70½	23¼	17½

NOT FOR CONSTRUCTION, INSTALLATION OR APPLICATION PURPOSES UNLESS CERTIFIED.

NOTE 1: ITT A-C Pump contract ends at Suction and Discharge nozzles. No nuts, bolts, or gaskets furnished.

NOTE 2: Baseplate to be completely filled with non-shrink type grout.

NOTE 3: Customer to install shims and dowels when aligning unit. Aligning should be done after grouting base in place and before connecting piping. Alignment should be rechecked after unit is assembled and piping installed.

NOTE 4: Both Suction and Discharge pipes must be supported independently near the pump to avoid placing strain on the pump casing.

NOTE 5: Where expansion or slip type joints are used, an anchor must be installed between the joint and the pump to take the thrust of the expansion joint.

NOTE 6: Suction and Discharge Flanges are ANSI Class 125 FF.

NOTE 7: Rotation is clockwise viewed from drive end.

NOTE 8: Do not allow obstructions to hamper removal of rotating element.

NOTE 9: CAUTION: Volute may extend below feet on some sizes.

NOT FOR CONSTRUCTION, INSTALLATION OR APPLICATION PURPOSES UNLESS CERTIFIED

Certified For:							
CO #		ID #			SO #		
PUMP DATA	Size & Type	Model	Curve No.	GPM	Head	Rotation	Flanges
						CW ONLY	125# FF
Sign:						Date:	

DIMENSIONS