

SECTION 00 41 00

BID FORMS

WGV - WWTP - PHASE 1 IMPROVEMENTS

DUPAGE COUNTY

Proposal of Joseph J. Henderson & Son, Inc.
(hereinafter called "BIDDER"), organized and existing under the laws of the State of Illinois, doing business as A Corporation (insert "A Corporation," "A Partnership," or "An Individual," as applicable) to the DUPAGE COUNTY (hereinafter called "Owner").

- I. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with the Owner in the form in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- II. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions for Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of Owner
- III. In submitting this Bid, BIDDER certified that the bid complies with DuPage County Ordinance FI-O-0020-19, "A Resolution Establishing Responsible Bidder Requirement on Public Works Projects".
- IV. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
<u>1</u>	<u>05/08/24</u>
<u>2</u>	<u>05/15/24</u>
<u>3</u>	<u>05/20/24</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - C. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- B. List of Project References;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- D. Contractor's License No.: _____ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- E. Required Bidder Qualification Statements with supporting data;
 - 1. 00 43 13: Affidavit of Experience
 - 2. 00 45 14: Affidavit of Past Litigation History
 - 3. 00 45 46.01: Affirmative Action for Equal Employment Opportunity;
 - 4. 00 45 46.02: Certification of Nonsegregated Facilities;
 - 5. 00 45 46.03: Nondiscrimination in Employment Form;
 - 6. 00 45 46.04: Certification Regarding Debarment, Suspension, and Other Responsibility Matters;
 - 7. 00 45 46.05: Procedures for Issuing Loans from the Water Pollution Control Loan Program;
 - 8. 00 45 46.06: Bidder Certification Regarding Compliance with Article 33E-11 Criminal Code of 2012;
 - 9. 00 45 46.07: Disadvantaged Business Enterprise Participation Specification and Forms;
 - 10. 00 45 46.08: Illinois Works Jobs Program Act – Apprenticeship Initiative Information for Contractors;
 - 11. 00 45 46.09: Use of American Iron and Steel Certification Form; and
 - 12. 00 45 46.10: Employment of Illinois Workers on Public Works Act
 - 13. 04 45 48: DECO Required Certification Against Unlawful Discrimination
- F. The following documents are to be submitted by 2:00 pm the day after receipt of bids and made a condition of this Bid:
 - 1. 0 43 36: List of Proposed Subcontractors and Suppliers

VIII. IEPA Provisions

BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent

classification or their representatives, and the sub-recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), IEPA shall refer the questions, including the views of all interested parties and the recommendation of the sub-recipient, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the sub-recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the

grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis Bacon and Related Act requirements. All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any

of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements in prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanics receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

IX. BIDDER will complete the Work in accordance with the Bidding Documents for the following price(s):

A. UNIT COST ITEMS

Unit prices have been computed in accordance with Paragraph 13.03 of the General Conditions.

TABLE A. TABULATION FOR UNIT COST ITEMS						
ITEM	SPEC	DESC.	UNIT and QTY	UNIT COST	TOTAL WORDS	TOTAL DOLLARS
1	312316.26	Rock Removal	400 CY	\$ <u>175.00</u> /CY	<u>one hundred seventy five</u> dollars <u>Zero</u> cents	\$ <u>70,000</u>

Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BID ITEM 1: SUM OF UNIT COST ITEMS IN TABLE A

Sum of Total Dollars in Table A:

Seventy thousand Dollars
(use words)

and Zero Cents
(use words)

\$ 70,000
Total (in figures)

B. TABULATION OF MAJOR EQUIPMENT ITEMS & SUPPLIERS

In connection with the material, equipment and specialized suppliers, the undersigned agrees to the following provisions:

1. That the total base bid written on page 10 includes the furnishing and installation of the items listed as item (A) in the Table B. The low bidder will be determined using the total base bid.
 - a. The bid may be considered unresponsive if a cost is not provided for the alternates if an alternate manufacturer/supplier is named- for example multiple A items, B items, C items, etc.
 - b. If multiple items are listed as (A), the bidder is to circle the manufacturer/supplier (MFG/Supplier) that is proposed. If the bidder does not circle the equipment that is proposed for supply, the bid may be considered unresponsive.
 - c. The (A) item is the basis of design. The bidder is to include all costs associated with accommodating (B), (C), etc. items to the 'costs' tabulated in Table B.
2. Following award of the Contract the **OWNER** may select item as listed in the following Table A. The undersigned agrees to furnish and install such item as selected and for a contract price equal to the total base bid stated and adjusted by the difference between the sum of the cost for sub item (A) and the sum of the cost for the item selected by the **OWNER**.
3. That if awarded a contract, the item selected by the **OWNER** from the following tabulation will be guaranteed by the undersigned and his Surety to meet the performance requirements of the Contract Specifications and shall meet all applicable guarantees as set forth in said Specifications.
4. Unless indicated in Table B, alternates will not be accepted.

TABLE B. TABULATION OF MAJOR EQUIPMENT ITEMS & SUPPLIERS				
SPEC	DESCRIPTION AND NOTES		MFG/SUPPLIER	COSTS (figures)
DIVISION 26				
262419	MOTOR CONTROL CENTERS	A	EATON	\$ 400,000
		B	SQAURE D	\$ No bid
		C	ALLEN BRADLEY	\$ No bid
DIVISION 35				
352016.27	FABRICATED SLIDE GATES	A	RODNEY HUNT	\$ no bid
		A	HYDROGATE	\$ No bid
		A	WHIPPS	\$ 420,000
DIVISION 40				
409000	INSTRUMENTATION AND CONTROLS FOR PROCESS SYSTEMS Refer to 004100.02	A	DONOHUE AND ASSOCIATES	\$ 399,830
DIVISION 41				
411213	DUMPSTER CONVEYOR	A	DUMPSTER VEYOR	\$ 175,000
DIVISION 43				
432358.23	ROTARY LOBE PUMPS	A	NETZSCH	\$ 116,823
		B		\$
432113.11	GRIT PUMPS	A	HAYWARD GORDON	\$ 350,000
		B	NIJHUIS - FAIRBANKS MORSE	\$ No bid
DIVISION 44				
440600	SLUDGE GRINDERS	A	VOGELSANG	\$ 40,000
		B	FRANKLIN MILLER	\$ 50,000
		C	JWC	\$ 50,000

TABLE B. TABULATION OF MAJOR EQUIPMENT ITEMS & SUPPLIERS				
SPEC	DESCRIPTION AND NOTES		MFG/SUPPLIER	COSTS (figures)
DIVISION 46				
462157	PERFORATED PLATE SCREENS AND COMPACTORS	A	SAVECO - FSM	\$ 1,250,000
462173		B	KUSTERS	\$ 1,350,000
462340	IN LINE GRIT REMOVAL	A	HYDRO	\$ 540,000
		B		\$
462363	GRIT CLASSIFYING AND WASHING EQUIPMENT	A	HUBER	\$ No bid
		A	HYDRO	\$ No bid
		A	LAKESIDE	\$ No bid
		A	SAVECO	\$ 440,000
		A	KUSTERS	\$ 500,000
TOTAL			\$	

D. BID ITEM 1: SUM OF MAJOR EQUIPMENT ITEM & SUPPLIERS IN TABLE B

Bid for the furnishing of all Items of Major Equipment & Suppliers listed as item (A) in the Tabulation of Major Equipment Items, Table B.

Sum of Total Dollars in Table B:

OH ~~two million seven hundred ninety one thousand eight hundred~~ three million seven hundred fifty one thousand eight hundred twenty three Dollars
(use words)

and zero Cents
(use words)

OH \$ 3,791,823 3,731,823
Total (in figures)

E. BID ITEM 2: LUMP SUM ITEM

Bid for the furnishing of all labor, materials, services and equipment for the balance of the Construction Work, the lump sum of:

fourteen million one hundred eighty thousand one hundred seventy seven Dollars
(use words)

and zero Cents
(use words)

\$ 14,118,177
Total (in figures)

F. TOTAL BASE BID

The sum of BID ITEM 1, AND BID ITEM 2 inclusive is:	
<u>seventeen million eight hundred fifty thousand</u>	Dollars
(use words)	
and <u>zero</u>	Cents
(use words)	
\$ <u>17,850,000</u>	
Total (in figures)	

G. ADDITIVE UNIT COST ALTERNATES

1. Guaranteed unit price construction items ordered by Engineer during course of construction that are in addition to what has been shown and specified. The quantities shown are for order of magnitude purposes only.
2. 150 tons of additional Type A structural backfill above and beyond what is shown on the contract plans and specified, complete in place as specified in Section 312323.13.

\$ thirty nine _____ Dollars
(use words)

and Zero _____ Cents
(use words)

\$ 39.00 _____ per ton
(in figures)

3. 150 tons of additional Type B structural backfill above and beyond what is shown on the contract plans and specified, complete in place as specified in Section 312323.13,

\$ forty three _____ Dollars
(use words)

and fifty _____ Cents
(use words)

\$ 43.50 _____ per ton
(in figures)

4. 150 tons of additional Type D structural backfill above and beyond what is shown on the contract plans and specified, complete in place as specified in Section 312323.13,

\$ forty four _____ Dollars
(use words)

and zero _____ Cents
(use words)

\$ 44.00 _____ per ton
(in figures)

5. 150 tons of additional Type E structural backfill above and beyond what is shown on the contract plans and specified, complete in place as specified in 312323.13,

\$ forty four _____ Dollars
(use words)

and Seventy _____ Cents
(use words)

\$ 44.70 _____ per ton
(in figures)

6. 500 CY of unsuitable material excavation and off-site disposal as defined in Section 312316.29 at locations not designated on the Contract Drawings and where ordered by the Engineer.

\$ thirty six _____ Dollars
(use words)

and Zero _____ Cents
(use words)

\$ 36.00 _____ per ton
(in figures)

7. 500 SY of full depth asphaltic concrete paving as defined in Section 321216 at locations not designated on the Contract Drawings and where ordered by the Engineer.

\$ fifty seven _____ Dollars
(use words)

and twenty five _____ Cents
(use words)

\$ 57.25 _____ per ton
(in figures)

- X. BIDDER agrees that the Work will be Substantially Completed 600 days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 630 calendar days after the date when the Contract Time commences to run.
- XI. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
- XII. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.
- XIII. The Owner reserves the right to reject all Bids.