



DU PAGE COUNTY

Public Works Committee

Regular Meeting Agenda

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, June 4, 2024

9:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [24-1655](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, May 21, 2024

5.B. [24-1656](#)

DuPage County Public Works Committee Semi-Annual Review Minutes from Tuesday, May 21, 2024, where all prior executive session minutes were released.

6. BUDGET TRANSFER

6.A. [24-1657](#)

Public Works - Transfer of funds from account no. 2000-2555-54030 (Sewer Water Treatment Plant Construction) to account no. 2000-2555-54070 (Waste Water System Infrastructure) in the amount of \$12,000 for engineering for a lift station.

7. CLAIMS REPORT

7.A. [24-1658](#)

Payment of Claims - Public Works and Facilities Management

8. BID AWARD

8.A. [FM-P-0025-24](#)

Recommendation for the approval of a contract to A Lamp Concrete Contractors, Inc., for Campus sidewalk repairs and improvements, for Facilities Management, for the period of June 11, 2024 through November 30, 2025, for a contract total amount not to exceed \$2,730,447.30, per lowest responsible bid #24-063-FM.

8.B. [FM-P-0026-24](#)

Recommendation for the approval of a contract to Advantage Paving Solutions, Inc., for asphalt repairs at the 424 and 501 parking lots, for Facilities Management, for the period of June 11, 2024 through November 30, 2025, for a contract total amount not to exceed \$436,065.52, per lowest responsible bid #24-062-FM. (\$24,000 for the Coroner and \$412,065.52 for Facilities Management)

8.C. [FM-P-0027-24](#)

Recommendation for the approval of a contract to Excel Electric, Inc., to install a medium voltage B-Feeder extension on the West campus, for Facilities Management, for the period of June 11, 2024 through November 30, 2024, for a contract total amount not to exceed \$94,553; per lowest responsible bid #24-056-FM.

9. BID RENEWAL**9.A. [FM-P-0028-24](#)**

Recommendation for the approval of a contract to Ashland Door Solutions LLC, to provide door maintenance, door sales, and installation, as needed for County facilities, for Facilities Management, for the period of July 19, 2024 through July 18, 2025, for a contract total amount not to exceed \$45,000; per renewal option under bid award #23-080-FM. First of three options to renew.

9.B. [24-1659](#)

Recommendation for the approval of a contract to Ashland Lock & Security Solutions, to provide lock smith services, maintenance and installation, as needed for County facilities, for Facilities Management, for the period of July 19, 2024 through July 18, 2025, for a contract total amount not to exceed \$25,000, per renewal option under bid award #23-079-FM. First of three options to renew.

10. ACTION ITEM**10.A. [FM-R-0002-24](#)**

Memorandum of Agreement for the management of the U.S. Environmental Protection Agency Climate Pollution Reduction Grant Award.

11. INFORMATIONAL**11.A. [24-1668](#)**

Notice of intent to accept the lowest, responsive, most responsible bid in the amount of \$18,319,830, from Joseph J. Henderson & Son, Inc., for the Woodridge Greene Valley Treatment Plant Phase 1 Improvements, as is required for submission to the IEPA's SRF Loan Program as prerequisite to receipt of funds.

12. OLD BUSINESS**13. NEW BUSINESS****14. ADJOURNMENT**



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-1655

Agenda Date: 6/4/2024

Agenda #: 5.A.



DU PAGE COUNTY

Public Works Committee

Final Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, May 21, 2024

9:00 AM

Room 3500B

1. CALL TO ORDER

9:00 AM meeting was called to order by Chair Garcia at 9:02 AM.

2. ROLL CALL

Member DeSart arrived at 9:04 a.m. and Member Zay arrived at 9:21 a.m. due to attending other committee meetings.

Other Board Members Present: Member Lucy Evans, Member Sheila Rutledge (arrived at 9:05 a.m.), Member Yeena yoo (arrived at 9:05 a.m.), and Member Childress (arrived at 9:11 a.m.).

PRESENT	Cronin Cahill, Galassi, Garcia, and Ozog
LATE	DeSart, and Zay

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-1522](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, May 7, 2024

RESULT:	APPROVED
MOVER:	Cynthia Cronin Cahill
SECONDER:	Mary Ozog

6. CONSENT ITEMS**6.A. [24-1523](#)**

Amendment to purchase order 5186-0001 SERV, issued to AEP Energy, Inc., for electric utility supply and management services for the County campus, Public Works, and Stormwater, for Facilities Management, for a change order to extend the contract to August 31, 2024, no change in contract amount.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

7. CLAIMS REPORT**7.A. [24-1524](#)**

Payment of Claims - Public Works and Facilities Management

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

8. JOINT PURCHASING AGREEMENT**8.A. [FM-P-0023-24](#)**

Recommendation for the approval of a contract to Weatherproofing Technologies, Inc., for annual roof inspection, maintenance, and minor repair, as needed for campus roofs, for Facilities Management, for the period of May 29, 2024 through October 31, 2026, for a total contract amount not to exceed \$289,469.22. Contract pursuant to the Intergovernmental Cooperation Act – Omnia Partners Contract #R230404.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

9. PROFESSIONAL SERVICES AGREEMENT**9.A. [FM-P-0024-24](#)**

Recommendation for the approval of a contract to Clark Dietz, Inc., to provide Professional Engineering & Design Services, for the installation of new photovoltaic systems at the 421 & 501 buildings, and on-call engineering & design services for the County campus, for Facilities Management, for the period May 28, 2024 through November 30, 2025, for a total contract amount not to exceed \$68,400. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq. (Partial EECBG Funded)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

10. BID AWARD**10.A. [24-1525](#)**

Recommendation for the approval of a contract to Builders Chicago Corporation, to provide labor and materials to tear down existing and install new Versa Guard Wire Mesh Partitions/Caging for the Circuit Court Clerk Evidence Storage area at the Judicial Office Facility, for Facilities Management, for the period of May 22, 2024 through May 21, 2025, for a total contract amount not to exceed \$27,180.25, per lowest responsible bid # 24-043-FM.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

11. ACTION ITEMS**11.A. [24-1526](#)**

Recommendation for the approval of a contract to the City of Wheaton, to provide fire alarm monitoring services for the County campus, for Facilities Management, for the period of July 1, 2024 through June 30, 2025, for a contract total amount not to exceed \$21,420. Per 55 ILCS 5/5-1022 (c) not suitable for competitive bids – public utility.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

MOTION TO ENTER INTO EXECUTIVE SESSION

Motion by Member Cahill and seconded by Member Ozog to enter into Executive session. All ayes. Upon a roll call vote, the motion was passed.

Ayes: Cahill, DeSart, Galassi, Garcia, Ozog

Nays:

Absent: Zay

12. EXECUTIVE SESSION

12.A. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (21) Review of Executive Session Minutes

ROLL CALL TO ESTABLISH A QUORUM IN OPEN SESSION

PRESENT	Cronin Cahill, DeSart, Galassi, Garcia, and Ozog
ABSENT	Zay

13. MATTERS REFERRED FROM EXECUTIVE SESSION

13.A. [24-1528](#)

Disposition of Executive Session Minutes from November 21, 2023

These minutes were APPROVED FOR RELEASE.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Cynthia Cronin Cahill

14. DISCUSSION

14.A. [24-1527](#)

Jail Water Usage

Director of Public Works Nick Kottmeyer let the committee know that there is an increase in the use of water at the jail, and that this increase will mean that the FY25 budget for Facilities Management will need to substantially increase. Capital Projects Energy Analyst Ian Johnstone and Director Kottmeyer explained that one reason for this increased usage could be the installation of new water meters. Director Kottmeyer emphasized that they are looking into all potential reasons for the increase.

14.B. 421 Murals

Facilities Management Project Supervisor Geoff Matteson presented information and potential next steps regarding the murals at the 421 Building located by the County Board Room. He went over the art history of the murals, and confirmed that the tribes represented in the artwork are not from DuPage County. After previewing multiple preservation options, staff looked for guidance from the committee on moving forward with short term or long term goals regarding what they'd like to do with the murals.

There was consensus from the committee to move forward with the installation of small signage with a link to additional information on the County website.

15. OLD BUSINESS

No old business was discussed.

16. NEW BUSINESS

No new business was discussed.

17. ADJOURNMENT

With no further business, the meeting was adjourned.



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-1656

Agenda Date: 6/4/2024

Agenda #: 5.B.



DU PAGE COUNTY

Public Works Committee

Final Summary

421 N. COUNTY FARM ROAD

WHEATON, IL 60187

www.dupagecounty.gov

Tuesday, May 21, 2024

Executive Session Meeting

1. CALL TO ORDER

The meeting was called to order by Chair Garcia at 9:09 AM.

2. ROLL CALL

Other Board members present: Member Childress (arrived at 9:11 AM), Member Evans, Member Rutledge, and Member Yoo

PRESENT: Cahill, DeSart, Garcia, Ozog, and Galassi

ABSENT: Zay

Assistant State's Attorney Nick Alfonso advised the committee that the minutes of the November 21, 2023 Executive Session meeting involved employee disciplinary matters under 5 ILCS 120/2(c)(1) of the Open Meetings Act, which staff has indicated have concluded, as well as collective bargaining matters under 5 ILCS 120/2(c)(2) of the Open Meetings Act, which staff has indicated are no longer at issue, therefore the need for confidentiality no longer exists and the Public Works committee can determine if they will be released or not moving forward.

A motion was made by Chair Garcia and seconded by Member Cahill to rise out of executive session at 9:14 A.M. All ayes, the motion passed.



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-1657

Agenda Date: 6/4/2024

Agenda #: 6.A.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 22, 2024

From: 2000
Company #

SEWER OPERATIONS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
2555	54030		SEWER/WATER TREATMENT PLT CONS	\$ 12,000.00	21,374,697.31	21,382,697.31	5/20/24	2000-9100
Total				\$ 12,000.00				

To: 2000
Company #

SEWER OPERATIONS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
2555	54070		WASTE WTR SYS INFRASTRUCTURE	\$ 12,000.00	0	12,000.00	5/20/24	2000-9100
Total				\$ 12,000.00				

Reason for Request:

Public Works - \$12,000.00 FY24 budget transfer between capital asset accounts for Waste Water System Infrastructure for engineering for lift station.

ADD for PWK
Department Head

5/15/2024
Date

Activity _____
(optional)

CM
Chief Financial Officer

5/16/24
Date

*****Please sign in blue ink on the original form*****

Finance Department Use Only			
Fiscal Year <u>24</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

PW - 5/4/24
FIN/CB - 6/11/24



Payment of Claims

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-1658

Agenda Date: 6/4/2024

Agenda #: 7.A.

Facilities Management Department

Schedule of Purchases Under \$15,000

June 4, 2024

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
24238	Midwest Equipment Sales	Auto/Mach/Equip Parts	1000	1102	52250	\$1,516.00
24239	Airgas USA, LLC	Rental of Machinery & Equipment	1000	1100	53410	\$151.32
24240	Goding Electric Company	Furn/Mach/Equip Small Value	1000	1100	52000	\$1,211.40
24241	Applied Industrial Technologies	Auto/Mach/Equip Parts	1000	1100	52250	\$155.16
24242	Neuco, Inc.	Auto/Mach/Equip Parts	1000	1100	52250	\$307.70
24243	Applied Industrial Technologies	Auto/Mach/Equip Parts	1000	1100	52250	\$151.36
24244	AMS Industries, Inc.	Repair & Maintenance Infrastructure	1000	1100	53310	\$14,506.00
24245	Barlow Mechanical Sales, Inc.	Furn/Mach/Equip Small Value	1000	1100	52000	\$9,139.00
24246	Harris Equipment Corporation	Maintenance Supplies	1000	1100	52270	\$4,364.00
24247	A Freedom Flag Co.	Operating Supplies & Materials	1000	1100	52200	\$494.25
24250	State Supply Co., Inc	Maintenance Supplies	1000	1100	52270	\$161.65
24251	LaundryBags.com	Cleaning Supplies	1000	1100	52280	\$139.60
24252	Applied Industrial Technologies	Auto/Mach/Equip Parts	1000	1100	52250	\$87.08
24253	Creative Technologies	Repair & Maintenance Other Equipment	1000	1100	53370	\$495.00
24254	Global Industrial (Global Equipment Co Inc)	Furn/Mach/Equip Small Value	1000	1100	52000	\$622.49
24255	Illinois Office of the State Fire Marshal	Repair & Maintenance Facilities	1000	1100	53300	\$840.00

Facilities Management Department

Schedule of Other Payments						
June 4, 2024						
CONTRACT #	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
6466-0001 SERV	City of Wheaton	Repair & Maintenance Facilities	1000	1100	53300	\$4,335.00
6816-0001 SERV	Grainger	Furn/Mach/Equip Small Value and Maintenance Supplies	1000	1100	52000 52270	\$146.52
5599-0001 SERV	Home Depot	Operating Supplies & Materials, Fuel & Lubricants and Maintenance Supplies	1000	1100	52200 52260 52270	\$1,501.01
6661-0001 SERV	Kluber, Inc.	Building Improvements	6000	1220	54010	\$22,062.50
6904-0001 SERV	Knox Swan & Dog LLC	Other Contractual Expenses	1000	1102	53830	\$625.00
6724-0001 SERV	Valdes Supply	Cleaning Supplies	1000	1100	52280	\$2,311.12
4715-0001 SERV	Wight Construction Services, Inc.	Building Improvements	6000	1220	54010	\$25,691.02
5709-0001 SERV	Wight Construction Services, Inc.	Building Improvements	6000	1220	54010	\$213,796.28

	Public Works		
	Schedule of Claims		
	6/4/2024		
Pay Vendor Name	Description	Check Date	Amount
AEP ENERGY	Electricity	5/17/2024	\$21,622.45
ALDRIDGE ELECTRIC INC	Electrical infrastructure	5/17/2024	\$1,603,930.95
ANDERSON PEST SOLUTIONS	Preventive services	5/17/2024	\$82.60
ANDERSON PEST SOLUTIONS	Preventive services	5/17/2024	\$64.90
ANDERSON PEST SOLUTIONS	Preventive services	5/17/2024	\$75.60
ANDERSON PEST SOLUTIONS	Preventive services	5/17/2024	\$70.30
AT&T	Phone Service	5/17/2024	\$60.75
C.A. SHORT COMPANY	Service award	5/17/2024	\$67.00
FOSTERS TEST LANE	Safety lane inspections	5/17/2024	\$115.00
FOSTERS TEST LANE	Safety lane inspections	5/17/2024	\$483.00
FOX VALLEY OPERATORS	Membership	5/17/2024	\$100.00
HAWKINS INC	Supplies	5/17/2024	\$763.00
IDEXX DISTRIBUTION INC	Lab supplies	5/17/2024	\$234.01
IDEXX DISTRIBUTION INC	Lab supplies	5/17/2024	\$52.88
ILLINOIS SECTION AMERICAN	Class	5/17/2024	\$48.00
JOHNSON CONTROLS SECURITY	Security Services	5/17/2024	\$55.80
KARDON ENTERPRISES INC	Lab testing	5/17/2024	\$1,025.00
NAPCO STEEL INC.	Shop metal supplies	5/17/2024	\$155.00
NICOR GAS	Gas	5/17/2024	\$539.90
PACKEY WEBB FORD	Service	5/17/2024	\$1,761.26
SECURITY BUILDERS SUPPLY CO	Repair	5/17/2024	\$4,906.00
TROTTER & ASSOCIATES INC	Engineering services	5/17/2024	\$12,988.17
CITY OF NAPERVILLE	Meter reads	5/21/2024	\$294.50
CITY OF NAPERVILLE	Meter reads	5/21/2024	\$294.00
CITY OF WHEATON	Meter reads	5/21/2024	\$475.30
COM ED	Electricity	5/21/2024	\$1,381.30
COM ED	Electricity	5/21/2024	\$37.16
COMPLETE WATER SOLUTIONS LLC	Filters	5/21/2024	\$1,497.15
FERGUSON ENTERPRISES INC #1550	Heater	5/21/2024	\$2,329.22
MENARDS - GLENDALE HEIGHTS	Drill bits	5/21/2024	\$59.92
ROAD FABRICS INC	Liner for Vactor	5/21/2024	\$4,800.00
TAMELING INDUSTRIES INC	Coupler	5/21/2024	\$99.00
TROTTER & ASSOCIATES INC	Engineering services	5/21/2024	\$7,292.44
TROTTER & ASSOCIATES INC	Engineering services	5/21/2024	\$4,860.10
TROTTER & ASSOCIATES INC	Engineering services	5/21/2024	\$630.00
TROTTER & ASSOCIATES INC	Engineering services	5/21/2024	\$13,151.14
TROTTER & ASSOCIATES INC	Engineering services	5/21/2024	\$2,884.92
USA BLUEBOOK	Tubing	5/21/2024	\$110.19
USA BLUEBOOK	Lab supplies	5/21/2024	\$333.70
USA BLUEBOOK	DO meter cable	5/21/2024	\$888.97
USA BLUEBOOK	Hach cap kit	5/21/2024	\$712.43
1ST CHOICE EQUIPMENT LLC	Door damper, ball joint	5/24/2024	\$24.81
AEP ENERGY	Electric	5/24/2024	\$21,069.92
AEP ENERGY	Electric	5/24/2024	\$14,331.51
AEP ENERGY	Electric	5/24/2024	\$14,200.32
AEP ENERGY	Electric	5/24/2024	\$463.05
CITY OF WHEATON	Shut offs	5/24/2024	\$200.00
COM ED	Electricity	5/24/2024	\$22,557.93
COM ED	Electricity	5/24/2024	\$40,638.55

	Public Works		
	Schedule of Claims		
	6/4/2024		
Pay Vendor Name	Description	Check Date	Amount
COMCAST	Internet	5/24/2024	\$248.85
GROOT INC	Waste/Recycling Removal	5/24/2024	\$6,202.37
HARRINGTON INDUSTRIAL PLASTICS	Elbow	5/24/2024	\$64.25
HARRINGTON INDUSTRIAL PLASTICS	Elbow, male black cap	5/24/2024	\$296.52
ILLINOIS SECTION AMERICAN	Class	5/24/2024	\$42.00
ILLINOIS SECTION AMERICAN	Class	5/24/2024	\$194.00
NATIONAL INSTITUTE OF PUBLIC PROCUREMENT	Membership	5/24/2024	\$290.00
ODP BUSINESS SOLUTIONS, LLC	Office supplies	5/24/2024	\$140.17
ODP BUSINESS SOLUTIONS, LLC	Office supplies	5/24/2024	\$12.00
PAYMENTUS CORP	Transaction fees	5/24/2024	\$2,182.85
PEREGRINE CORPORATION	Utility Billing	5/24/2024	\$163.14
PITNEY BOWES GLOBAL FINANCIAL	Postage meter lease	5/24/2024	\$313.71
STEWART SPREADING INC	Biosolid disposal	5/24/2024	\$37,812.50
SYN-TECH SYSTEMS INC	Service agreement	5/24/2024	\$550.00
THE SHERWIN WILLIAMS CO	Paint	5/24/2024	\$147.45
TROTTER & ASSOCIATES INC	Engineering services	5/24/2024	\$533.40
	Total		\$1,854,012.31



Facilities Management Requisition Over \$30K

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FM-P-0025-24

Agenda Date: 6/4/2024

Agenda #: 8.A.

AWARDING RESOLUTION
ISSUED TO A LAMP CONCRETE CONTRACTORS, INC.
TO REPAIR AND IMPROVE THE CAMPUS SIDEWALKS
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL AMOUNT: \$2,730,447.30)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to A Lamp Concrete Contractors, Inc., to repair and improve the campus sidewalks, for the period June 11, 2024 through November 30, 2025, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to repair and improve the campus sidewalks, for the period June 11, 2024 through November 30, 2025, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, A Lamp Concrete Contractors, Inc., 1900 Wright Blvd., Schaumburg, IL 60193, for a contract total amount not to exceed \$2,730,447.30, per lowest responsible bid #24-063-FM.

Enacted and approved this 11th day of June, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1622	RFP, BID, QUOTE OR RENEWAL #: 24-063-FM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$2,730,447.30
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 06/04/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$2,730,447.30
	CURRENT TERM TOTAL COST: \$2,730,447.30	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: A Lamp Concrete Contractors, Inc.	VENDOR #: 11474	DEPT: Facilities Management	DEPT CONTACT NAME: Geoff Matteson
VENDOR CONTACT: Jeff Moyer	VENDOR CONTACT PHONE: 847-891-6000	DEPT CONTACT PHONE #: x5681	DEPT CONTACT EMAIL: geoffrey.matteson@dupagecounty.gov
VENDOR CONTACT EMAIL: jmoyer@alampconcrete.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to A Lamp Concrete Contractors, Inc., for Campus sidewalk repairs and improvements, for Facilities Management, for the period June 11, 2024 through November 30, 2025, for a contract total amount not to exceed \$2,730,447.30, per lowest responsible bid #24-063-FM.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The sidewalks on county campus need repairs to address liability items, such as ADA non-compliant ramps or sidewalks, cracked sidewalk panels, settled sidewalk/pavers, sidewalks leading to unsafe areas (ex. no receiving ramp) and surface damage.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.	
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: A Lamp Concrete Contractors, Inc.	Vendor#: 11474	Dept: Facilities Management	Division:
Attn: Jeff Moyer	Email: jmoyer@alampconcrete.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 1900 Wright Blvc.	City: Schaumburg	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60193	State: IL	Zip: 60187
Phone: 847-891-6000	Fax: 847-891-6100	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: A Lamp Concrete Contractors, Inc.	Vendor#: 11474	Dept: Facilities Management	Division:
Attn: Kristin Zagoudis	Email: kzagoudis@alampconcrete.com	Attn: Geoff Matteson	Email: geoffrey.matteson@dupageco.org
Address: 1900 Wright Blvd.	City: Schaumburg	Address: Various	City: Wheaton
State: IL	Zip: 60193	State: IL	Zip: 60187
Phone: 847-891-6000	Fax: 847-891-6100	Phone: 630-407-5681	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 11, 2024	Contract End Date (PO25): Nov 30, 2025

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	LO		Sidewalk Repairs & Improvments	FY24	6000	1220	54010	2300700	2,094,964.20	2,094,964.20
2	1	LO		Contingency	FY24	6000	1220	54010	2300700	371,740.00	371,740.00
3	1	LO		Sidewalk Repairs & Improvments	FY25	6000	1220	54010	2300700	263,743.10	263,743.10
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 2,730,447.30

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Campus Sidewalk Repairs & Improvements
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Cathie Figlewski, Clara Gomez, & Katie Boffa
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 6/4/24 CB: 6/11/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
CAMPUS SIDEWALK REPAIRS 24-063-FM
BID TABULATION

✓

NO.	ITEM	UOM	QTY	A. Lamp Concrete Contractors, Inc.		Copenhaver Construction, Inc.		Everlast Blacktop, Inc.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	TEMPORARY FENCE	FT	3,825	\$ 1.00	\$ 3,825.00	\$ 5.00	\$ 19,125.00	\$ 4.00	\$ 15,300.00
2	TREE ROOT PRUNING	EA	26	\$ 50.00	\$ 1,300.00	\$ 100.00	\$ 2,600.00	\$ 200.00	\$ 5,200.00
3	EARTH EXCAVATION	CU YD	730	\$ 48.50	\$ 35,405.00	\$ 51.00	\$ 37,230.00	\$ 40.00	\$ 29,200.00
4	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	13,226	\$ 1.00	\$ 13,226.00	\$ 4.00	\$ 52,904.00	\$ 5.00	\$ 66,130.00
5	SODDING, SALT TOLERANT	SQ YD	11,476	\$ 4.00	\$ 45,904.00	\$ 9.00	\$ 103,284.00	\$ 10.50	\$ 120,498.00
6	PERIMETER EROSION BARRIER (SPECIAL)	FT	70	\$ 1.00	\$ 70.00	\$ 10.00	\$ 700.00	\$ 60.00	\$ 4,200.00
7	INLET FILTERS	EA	20	\$ 15.00	\$ 300.00	\$ 150.00	\$ 3,000.00	\$ 100.00	\$ 2,000.00
8	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	74,999	\$ 9.95	\$ 746,240.05	\$ 9.00	\$ 674,991.00	\$ 13.50	\$ 1,012,486.50
9	DETECTABLE WARNINGS	SQ FT	1,215	\$ 25.00	\$ 30,375.00	\$ 30.00	\$ 36,450.00	\$ 40.00	\$ 48,600.00
10	SIDEWALK REMOVAL	SQ FT	90,158	\$ 1.00	\$ 90,158.00	\$ 3.00	\$ 270,474.00	\$ 1.80	\$ 162,284.40
11	COMBINATION CURB AND GUTTER REMOVAL	FT	1,705	\$ 6.25	\$ 10,656.25	\$ 8.00	\$ 13,640.00	\$ 10.00	\$ 17,050.00
12	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FT	1,716	\$ 43.00	\$ 73,788.00	\$ 25.00	\$ 42,900.00	\$ 39.00	\$ 66,924.00
13	TRAFFIC CONTROL AND PROTECTION, SPECIAL	LS	1	\$ 166,000.00	\$ 166,000.00	\$ 318,000.00	\$ 318,000.00	\$ 228,000.00	\$ 228,000.00
14	PAINT PAVEMENT MARKING - LINE 12"	FT	144	\$ 4.25	\$ 612.00	\$ 5.00	\$ 720.00	\$ 7.00	\$ 1,008.00
15	CONCRETE TRUCK WASHOUT	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 900.00	\$ 900.00
16	ADJUSTING WATER VALVE BOXES	EA	4	\$ 350.00	\$ 1,400.00	\$ 600.00	\$ 2,400.00	\$ 300.00	\$ 1,200.00
17	ADJUSTING MANHOLES	EA	4	\$ 675.00	\$ 2,700.00	\$ 800.00	\$ 3,200.00	\$ 680.00	\$ 2,720.00
18	ADJUSTING CATCH BASINS	EA	8	\$ 675.00	\$ 5,400.00	\$ 700.00	\$ 5,600.00	\$ 650.00	\$ 5,200.00
19	RECONSTRUCTING CATCH BASINS	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 1,100.00	\$ 2,200.00	\$ 2,900.00	\$ 5,800.00
20	REMOVING CATCH BASINS	EA	1	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 600.00	\$ 600.00
21	STORM SEWER REMOVAL	FT	12	\$ 10.00	\$ 120.00	\$ 100.00	\$ 1,200.00	\$ 40.00	\$ 480.00
22	PAINT PAVEMENT MARKING - LINE 24"	FT	14	\$ 12.25	\$ 171.50	\$ 10.00	\$ 140.00	\$ 18.00	\$ 252.00

				A. Lamp Concrete Contractors, Inc.		Copenhaver Construction, Inc.		Everlast Blacktop, Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
23	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	136	\$ 28.00	\$ 3,808.00	\$ 30.00	\$ 4,080.00	\$ 49.00	\$ 6,664.00
24	SEEDING, CLASS 1A	SQ YD	1,750	\$ 7.50	\$ 13,125.00	\$ 4.00	\$ 7,000.00	\$ 2.00	\$ 3,500.00
25	BRICK PAVER REMOVAL	SQ FT	15,716	\$ 1.15	\$ 18,073.40	\$ 3.00	\$ 47,148.00	\$ 1.25	\$ 19,645.00
26	BOLLARD REMOVAL	EA	4	\$ 300.00	\$ 1,200.00	\$ 500.00	\$ 2,000.00	\$ 400.00	\$ 1,600.00
27	LIMESTONE BLOCK REMOVAL	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 6,000.00	\$ 6,000.00
28	LIMESTONE BLOCK RE-USE	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 41,000.00	\$ 41,000.00	\$ 6,000.00	\$ 6,000.00
29	PAVERS	SQ FT	3,800	\$ 18.00	\$ 68,400.00	\$ 22.00	\$ 83,600.00	\$ 23.00	\$ 87,400.00
30	CONCRETE PAVER BASE	SQ FT	4,183	\$ 22.25	\$ 93,071.75	\$ 14.00	\$ 58,562.00	\$ 10.75	\$ 44,967.25
31	LANDSCAPE CURB	FT	150	\$ 33.00	\$ 4,950.00	\$ 49.00	\$ 7,350.00	\$ 68.00	\$ 10,200.00
32	PLANTING MIX SOIL	CU YD	85	\$ 87.00	\$ 7,395.00	\$ 140.00	\$ 11,900.00	\$ 400.00	\$ 34,000.00
33	RELOCATE FLAG POLE	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00	\$ 14,000.00	\$ 14,000.00
34	SIGN PANEL ASSEMBLY	EA	1	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 400.00	\$ 400.00
35	REMOVE AND RELOCATE SIGN PANEL ASSEMBLY	EA	2	\$ 350.00	\$ 700.00	\$ 400.00	\$ 800.00	\$ 700.00	\$ 1,400.00
36	RELOCATE WAYFINDING SIGN	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00
37	REMOVAL OF LIGHTING UNIT, SALVAGE	EA	26	\$ 660.00	\$ 17,160.00	\$ 800.00	\$ 20,800.00	\$ 660.00	\$ 17,160.00
38	REMOVAL OF POLE FOUNDATION	EA	3	\$ 660.00	\$ 1,980.00	\$ 800.00	\$ 2,400.00	\$ 660.00	\$ 1,980.00
39	LIGHT POLE FOUNDATION, 24" DIAMETER	FT	15	\$ 330.00	\$ 4,950.00	\$ 390.00	\$ 5,850.00	\$ 330.00	\$ 4,950.00
40	LIGHT POLE, SPECIAL	EA	31	\$ 7,625.00	\$ 236,375.00	\$ 8,400.00	\$ 260,400.00	\$ 7,623.00	\$ 236,313.00
41	UNDERGROUND CONDUIT, PVC, 1 1/2" DIA.	FT	718	\$ 23.10	\$ 16,585.80	\$ 27.00	\$ 19,386.00	\$ 23.10	\$ 16,585.80
42	GULFBOX JUNCTION, COMPOSITE CONCRETE	EA	1	\$ 2,420.00	\$ 2,420.00	\$ 3,000.00	\$ 3,000.00	\$ 2,420.00	\$ 2,420.00
43	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FT	2,967	\$ 1.65	\$ 4,895.55	\$ 2.00	\$ 5,934.00	\$ 1.65	\$ 4,895.55
44	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FT	3,469	\$ 3.10	\$ 10,753.90	\$ 4.00	\$ 13,876.00	\$ 3.08	\$ 10,684.52
45	PROJECT ALLOWANCE	EA	1	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
46	CONSTRUCTION ENGINEERING ALLOWANCE	EA	1	\$ 174,470.00	\$ 174,470.00	\$ 174,470.00	\$ 174,470.00	\$ 174,470.00	\$ 174,470.00
BASE BID TOTAL					\$ 2,094,964.20		\$ 2,485,214.00		\$ 2,607,268.02

A. Lamp Concrete Contractors, Inc.	Copenhaver Construction, Inc.	Everlast Blacktop, Inc.
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ALTERNATE BID #1

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	TEMPORARY FENCE	FT	130	\$ 1.00	\$ 130.00	\$ 5.00	\$ 650.00	\$ 4.00	\$ 520.00
2	TREE ROOT PRUNING	EA	2	\$ 50.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 260.00	\$ 520.00
3	EARTH EXCAVATION	CU YD	75	\$ 67.00	\$ 5,025.00	\$ 70.00	\$ 5,250.00	\$ 42.00	\$ 3,150.00
4	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	235	\$ 6.00	\$ 1,410.00	\$ 5.00	\$ 1,175.00	\$ 7.00	\$ 1,645.00
5	SODDING, SALT TOLERANT	SQ YD	235	\$ 15.00	\$ 3,525.00	\$ 11.00	\$ 2,585.00	\$ 14.00	\$ 3,290.00
6	PERIMETER EROSION BARRIER (SPECIAL)	FT	130	\$ 1.00	\$ 130.00	\$ 10.00	\$ 1,300.00	\$ 8.00	\$ 1,040.00
7	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1,687	\$ 13.50	\$ 22,774.50	\$ 11.00	\$ 18,557.00	\$ 14.00	\$ 23,618.00
8	AGGREGATE BACKFILL	CU YD	50	\$ 98.00	\$ 4,900.00	\$ 55.00	\$ 2,750.00	\$ 60.00	\$ 3,000.00
9	CONCRETE STRUCTURES	CU YD	2.5	\$ 3,000.00	\$ 7,500.00	\$ 2,500.00	\$ 6,250.00	\$ 4,500.00	\$ 11,250.00
10	SHADE CANOPY	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 21,000.00	\$ 21,000.00	\$ 25,000.00	\$ 25,000.00
11	CONCRETE FOUNDATION, 30" DIAMETER	FT	7	\$ 335.00	\$ 2,345.00	\$ 100.00	\$ 700.00	\$ 647.00	\$ 4,529.00
12	STEEL HAND RAILING	FT	232	\$ 165.00	\$ 38,280.00	\$ 165.00	\$ 38,280.00	\$ 210.00	\$ 48,720.00
ALTERNATE BID #1 TOTAL					\$ 101,119.50		\$ 98,697.00		\$ 126,282.00

ALTERNATE BID #2

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	TEMPORARY FENCE	FT	40	\$ 1.00	\$ 40.00	\$ 10.00	\$ 400.00	\$ 14.00	\$ 560.00
2	TREE ROOT PRUNING	EA	1	\$ 50.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00
3	EARTH EXCAVATION	CU YD	40	\$ 54.00	\$ 2,160.00	\$ 70.00	\$ 2,800.00	\$ 40.00	\$ 1,600.00
4	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	25	\$ 31.00	\$ 775.00	\$ 10.00	\$ 250.00	\$ 10.00	\$ 250.00
5	SODDING, SALT TOLERANT	SQ YD	25	\$ 41.00	\$ 1,025.00	\$ 20.00	\$ 500.00	\$ 26.00	\$ 650.00
6	PERIMETER EROSION BARRIER (SPECIAL)	FT	40	\$ 1.00	\$ 40.00	\$ 20.00	\$ 800.00	\$ 100.00	\$ 4,000.00
7	LIMESTONE BLOCK REMOVAL	LS	1	\$ 700.00	\$ 700.00	\$ 3,000.00	\$ 3,000.00	\$ 8,000.00	\$ 8,000.00
8	LIMESTONE BLOCK RE-USE	LS	1	\$ 700.00	\$ 700.00	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00	\$ 8,000.00
9	PAVERS	SQ FT	321	\$ 18.00	\$ 5,778.00	\$ 22.00	\$ 7,062.00	\$ 23.00	\$ 7,383.00
10	CONCRETE PAVER BASE	SQ FT	396	\$ 26.00	\$ 10,296.00	\$ 10.00	\$ 3,960.00	\$ 20.00	\$ 7,920.00

				A. Lamp Concrete Contractors, Inc.		Copenhaver Construction, Inc.		Everlast Blacktop, Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
11	STEEL PICKET FENCE, 42"	FT	42	\$ 146.00	\$ 6,132.00	\$ 160.00	\$ 6,720.00	\$ 166.00	\$ 6,972.00
12	STEEL HAND RAILING	FT	232	\$ 165.00	\$ 38,280.00	\$ 165.00	\$ 38,280.00	\$ 210.00	\$ 48,720.00
ALTERNATE BID #2 TOTAL					\$ 65,976.00		\$ 67,872.00		\$ 94,255.00

ALTERNATE BID #3

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	EARTH EXCAVATION	CU YD	120	\$ 66.00	\$ 7,920.00	\$ 55.00	\$ 6,600.00	\$ 49.00	\$ 5,880.00
2	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	135	\$ 6.25	\$ 843.75	\$ 5.00	\$ 675.00	\$ 8.00	\$ 1,080.00
3	SODDING, SALT TOLERANT	SQ YD	135	\$ 18.00	\$ 2,430.00	\$ 15.00	\$ 2,025.00	\$ 21.00	\$ 2,835.00
4	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	618	\$ 15.00	\$ 9,270.00	\$ 11.00	\$ 6,798.00	\$ 26.00	\$ 16,068.00
5	BRICK PAVER REMOVAL	SQ FT	1,086	\$ 2.85	\$ 3,095.10	\$ 3.00	\$ 3,258.00	\$ 23.00	\$ 24,978.00
6	PORTLAND CEMENT CONCRETE SIDEWALK, REINFORCED	SQ FT	675	\$ 18.25	\$ 12,318.75	\$ 12.00	\$ 8,100.00	\$ 27.00	\$ 18,225.00
7	ARTIFICIAL TURF SYSTEM	SQ FT	2,060	\$ 29.50	\$ 60,770.00	\$ 20.00	\$ 41,200.00	\$ 23.00	\$ 47,380.00
ALTERNATE BID #3 TOTAL					\$ 96,647.60		\$ 68,656.00		\$ 116,446.00

NOTES

- Facilities Management has requested a contingency of \$371,740.00. The request is the bid total of \$2,358,707.30 (including all alternates) + \$371,740.00 (contingency) = \$2,730,447.30.
- Everlast Blacktop Inc. had one (1) error. Alternate Bid #1 Total when added up was corrected to \$126,282.00.

Bid Opening 05/20/2024 @ 2:30 PM	DW,NE
Invitations Sent	39
Total Vendors Requesting Documents	2
Total Bid Responses	3

SECTION 7 - BID FORM PRICING

Contractor shall ship all materials F.O.B Destination to DuPage County. Provide pricing per Engineering Plans and Special Provisions in Section 6.

BASE BID

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Temporary Fence	FT	3,825	\$ 1.00	\$ 3,825.00
2	Tree Root Pruning	EA	26	\$ 50.00	\$ 1,300.00
3	Earth Excavation	CU YD	730	\$ 48.50	\$ 35,405.00
4	Topsoil Furnish And Place, 4"	SQ YD	13,226	\$ 1.00	\$ 13,226.00
5	Sodding, Salt Tolerant	SQ YD	11,476	\$ 4.00	\$ 45,904.00
6	Perimeter Erosion Barrier (Special)	FT	70	\$ 1.00	\$ 70.00
7	Inlet Filters	EA	20	\$ 15.00	\$ 300.00
8	Portland Cement Concrete Sidewalk 5 Inch	SQ FT	74,999	\$ 9.95	\$ 746,240.05
9	Detectable Warnings	SQ FT	1,215	\$ 25.00	\$ 30,375.00
10	Sidewalk Removal	SQ FT	90,158	\$ 1.00	\$ 90,158.00
11	Combination Curb And Gutter Removal	FT	1,705	\$ 6.25	\$ 10,656.25
12	Combination Concrete Curb And Gutter, Type B-6.12	FT	1,716	\$ 43.00	\$ 73,788.00
13	Traffic Control And Protection, Special	LS	1	\$ 166,000.00	\$ 166,000.00
14	Paint Pavement Marking - Line 12"	FT	144	\$ 4.25	\$ 612.00
15	Concrete Truck Washout	LS	1	\$ 2,500.00	\$ 2,500.00
16	Adjusting Water Valve Boxes	EA	4	\$ 350.00	\$ 1,400.00
17	Adjusting Manholes	EA	4	\$ 675.00	\$ 2,700.00
18	Adjusting Catch Basins	EA	8	\$ 675.00	\$ 5,400.00
19	Reconstructing Catch Basins	EA	2	\$ 2,500.00	\$ 5,000.00
20	Removing Catch Basins	EA	1	\$ 500.00	\$ 500.00
21	Storm Sewer Removal	FT	12	\$ 10.00	\$ 120.00
22	Paint Pavement Marking - Line 24"	FT	14	\$ 12.25	\$ 171.50
23	Tree Removal (6 To 15 Units Diameter)	UNIT	136	\$ 28.00	\$ 3,808.00
24	Seeding, Class 1a	SQ YD	1,750	\$ 7.50	\$ 13,125.00
25	Brick Paver Removal	SQ FT	15,716	\$ 1.15	\$ 18,073.40
26	Bollard Removal	EA	4	\$ 300.00	\$ 1,200.00
27	Limestone Block Removal	LS	1	\$ 30,000.00	\$ 30,000.00
28	Limestone Block Re-Use	LS	1	\$ 40,000.00	\$ 40,000.00
29	Pavers	SQ FT	3,800	\$ 18.00	\$ 68,400.00
30	Concrete Paver Base	SQ FT	4,183	\$ 22.25	\$ 93,071.75
31	Landscape Curb	FT	150	\$ 33.00	\$ 4,950.00
32	Planting Mix Soil	CU YD	85	\$ 87.00	\$ 7,395.00
33	Relocate Flag Pole	EA	1	\$ 6,000.00	\$ 6,000.00
34	Sign Panel Assembly	EA	1	\$ 500.00	\$ 500.00
35	Remove And Relocate Sign Panel Assembly	EA	2	\$ 350.00	\$ 700.00

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
36	Relocate Wayfinding Sign	EA	1	\$ 2,500.00	\$ 2,500.00
37	Removal Of Lighting Unit, Salvage	EA	26	\$ 660.00	\$ 17,160.00
38	Removal Of Pole Foundation	EA	3	\$ 660.00	\$ 1,980.00
39	Light Pole Foundation, 24" Diameter	FT	15	\$ 330.00	\$ 4,950.00
40	Light Pole, Special	EA	31	\$ 7,625.00	\$ 236,375.00
41	Underground Conduit, PVC, 1 1/2" Dia.	FT	718	\$ 23.10	\$ 16,585.80
42	Gulfbox Junction, Composite Concrete	EA	1	\$ 2,420.00	\$ 2,420.00
43	Electric Cable In Conduit, 600V (XLP-Type Use) 1/C No. 8	FT	2,967	\$ 1.65	\$ 4,895.55
44	Electric Cable In Conduit, 600V (XLP-Type Use) 1/C No. 6	FT	3,469	\$ 3.10	\$ 10,753.90
45	Project Allowance	DOL	1	\$ 100,000.00	\$ 100,000.00
46	Construction Engineering	DOL	1	\$ 174,470.00	\$ 174,470.00
BASE BID #1 GRAND TOTAL					\$ 2,094,964.20

ALTERNATE BID #1

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Temporary Fence	FT	130	\$ 1.00	\$ 130.00
2	Tree Root Pruning	EA	2	\$ 50.00	\$ 100.00
3	Earth Excavation	CU YD	75	\$ 67.00	\$ 5,025.00
4	Topsoil Furnish And Place, 4"	SQ YD	235	\$ 6.00	\$ 1,410.00
5	Sodding, Salt Tolerant	SQ YD	235	\$ 15.00	\$ 3,525.00
6	Perimeter Erosion Barrier (Special)	FT	130	\$ 1.00	\$ 130.00
7	Portland Cement Concrete Sidewalk 5 Inch	SQ FT	1,687	\$ 13.50	\$ 22,774.50
8	Aggregate Backfill	CU YD	50	\$ 98.00	\$ 4,900.00
9	Concrete Structures	CU YD	2.5	\$ 3,000.00	\$ 7,500.00
10	Shade Canopy	EA	1	\$ 15,000.00	\$ 15,000.00
11	Concrete Foundation, 30" Diameter	FT	7	\$ 335.00	\$ 2,345.00
12	Steel Hand Railing	FT	232	\$ 165.00	\$ 38,280.00
ALTERNATE BID #1 GRAND TOTAL					\$ 101,119.50

ALTERNATE BID #2

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Temporary Fence	FT	40	\$ 1.00	\$ 40.00
2	Tree Root Pruning	EA	1	\$ 50.00	\$ 50.00
3	Earth Excavation	CU YD	40	\$ 54.00	\$ 2,160.00
4	Topsoil Furnish And Place, 4"	SQ YD	25	\$ 31.00	\$ 775.00
5	Sodding, Salt Tolerant	SQ YD	25	\$ 41.00	\$ 1,025.00
6	Perimeter Erosion Barrier (Special)	FT	40	\$ 1.00	\$ 40.00
7	Limestone Block Removal	LS	1	\$ 700.00	\$ 700.00
8	Limestone Block Re-Use	LS	1	\$ 700.00	\$ 700.00
9	Pavers	SQ FT	321	\$ 18.00	\$ 5,778.00
10	Concrete Paver Base	SQ FT	396	\$ 26.00	\$ 10,296.00
11	Steel Picket Fence, 42"	FT	42	\$ 146.00	\$ 6,132.00
12	Steel Hand Railing	FT	232	\$ 165.00	\$ 38,280.00
ALTERNATE BID #2 GRAND TOTAL					\$ 65,976.00

ALTERNATE BID #3

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Earth Excavation	CU YD	120	\$ 66.00	\$ 7,920.00
2	Topsoil Furnish And Place, 4"	SQ YD	135	\$ 6.25	\$ 843.75
3	Sodding, Salt Tolerant	SQ YD	135	\$ 18.00	\$ 2,430.00
4	Portland Cement Concrete Sidewalk 5 Inch	SQ FT	618	\$ 15.00	\$ 9,270.00
5	Brick Paver Removal	SQ FT	1,086	\$ 2.85	\$ 3,095.10
6	Portland Cement Concrete Sidewalk, Reinforced	SQ FT	675	\$ 18.25	\$ 12,318.75
7	Artificial Turf System	SQ FT	2,060	\$ 29.50	\$ 60,770.00
ALTERNATE BID #3 GRAND TOTAL					\$ 96,647.60

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X

[Redacted Signature]

(Signature and Title)

Tracy Lampignano, President



BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 20th day of May AD, 2024

[Redacted Notary Signature]

(Notary Public)

My Commission Expires: 05/31/2024



**SECTION 9 - MANDATORY FORM
CAMPUS SIDEWALK REPAIRS 24-063-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	A Lamp Concrete Contractors, Inc.		
Main Business Address	1900 Wright Blvd.		
City, State, Zip Code	Schaumburg, IL 60193		
Telephone Number	847-891-6000	Email Address	jmoyer@alampconcrete.com
Bid Contact Person	Jeff Moyer, Vice President		

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor
 ☐ a Member authorized to sign on behalf of the Partnership
 ☒ an Officer of the Corporation
 ☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Tracy Lampignano
(President or Partner)

Jeff Moyer
(Vice-President or Partner)

Tracy Lampignano
(Secretary or Partner)

Tracy Lampignano
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. 1, _____, _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

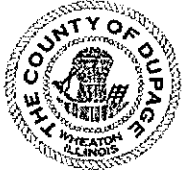
Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Jeff Moyer	NAME	Kristin Zagoudis
CONTACT	Vice President	CONTACT	Office Manager
ADDRESS	1900 Wright Blvd.	ADDRESS	1900 Wright Blvd.
CITY ST ZIP	Schaumburg, IL 60193	CITY ST ZIP	Schaumburg, IL 60193
TX	847-891-6000	TX	847-891-6000
FX	847-891-6100	FX	847-891-6100
EMAIL	jmoyer@alampconcrete.com	EMAIL	kzagoudis@alampconcrete.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management Department 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5700		DuPage County 120 North County Farm Road Wheaton, IL 60187 Attn : Geoff Matteson	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED
(FREIGHT INCLUDED IN PRICE)



Apprenticeship or Training Program Certification

Return to Buyer and with Bid

COMPANY NAME: A Lamp Concrete Contractors, Inc.

All contractors are required to complete the following certification:

- ☒ For this contract proposal or for all groups in this deliver and install proposal.
- ☐ For the following deliver and install groups in this material proposal:

The County of DuPage policy, adopted in accordance with the provisions of DuPage County, Illinois County Code requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are

- (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and
- (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Laborers Union - Locals 2, 68, 76 and 118
Operators - Local 150

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all its subcontractors. To fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: A Lamp Concrete Contractors, Inc.

By: 

(Signature)

Address: 1900 Wright Blvd., Schaumburg, IL 60193

Title: Tracy Lampignano, President

VENDOR ETHICS DISCLOSURE



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 05/20/2024

Bid/Contract/PO #: 24-063-FM

Company Name: <u>A Lamp Concrete Contractors, Inc.</u>	Company Contact: <u>Jeff Moyer</u>
Contact Phone: <u>847-891-6000</u>	Contact Email: <u>jmoher@alampconcrete.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File

Printed Name Tracy Lampignano

Title President

Date 05/20/2024

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)



Facilities Management Requisition Over \$30K

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FM-P-0026-24

Agenda Date: 6/4/2024

Agenda #: 8.A.

AWARDING RESOLUTION
ISSUED TO ADVANTAGE PAVING SOLUTIONS, INC.
TO PROVIDE PARKING LOT REPAIRS
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL AMOUNT: \$436,065.52)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Advantage Paving Solutions, Inc., to provide parking lot repairs at the 424 and 501 parking lots, for the period June 11, 2024 through November 30, 2025, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide parking lot repairs at the 424 and 501 parking lots, for the period June 11, 2024 through November 30, 2025, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Advantage Paving Solutions, Inc., 22774 Citation Road, Unit C, Frankfort, IL 60423, for a contract total amount not to exceed \$436,065.52, per lowest responsible bid #24-062-FM (\$24,000 for the Coroner and \$412,065.52 for Facilities Management)

Enacted and approved this 11th day of June, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: FM-P-0026-24	RFP, BID, QUOTE OR RENEWAL #: 24-062-FM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$436,065.52
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 06/04/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$436,065.52
	CURRENT TERM TOTAL COST: \$436,065.52	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Advantage Paving Solutions, Inc.	VENDOR #:	DEPT: Facilities Management	DEPT CONTACT NAME: Geoff Matteson
VENDOR CONTACT: David Leisen	VENDOR CONTACT PHONE: 708-479-2180	DEPT CONTACT PHONE #: x5681	DEPT CONTACT EMAIL: geoffrey.matteson@dupagecounty.gov
VENDOR CONTACT EMAIL: dleisen@advantagepavinginc.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Advantage Paving Solutions, Inc., for asphalt repairs at the 424 and 501 parking lots, for Facilities Management, for the period June 11, 2024 through November 30, 2025, for a contract total amount not to exceed \$436,065.52, per lowest responsible bid #24-062-FM. (\$24,000 for the Coroner and \$412,065.52 for Facilities Management)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Parking lot improvements for the 501 Sheriff staff lot and Jail courtyard, and the 424 West Campus lot, which are deteriorated and determined to be the most in need of repair after a recent campus-wide analysis. This project will also add requested secure in-fence parking for the Coroner staff and two spaces near the Care Center for future EV charging stations.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.	
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Advantage Paving Solutions, Inc.	Vendor#:	Dept: Facilities Management	Division:
Attn: David Leisen	Email: dleisen@advantagepavinginc.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 22774 Citation Rd. Unit C	City: Frankfort	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60423	State: IL	Zip: 60187
Phone: 708-479-2180	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Advantage Paving Solutions, Inc.	Vendor#:	Dept: Facilities Management	Division:
Attn: David Leisen	Email: dleisen@advantagepavinginc.com	Attn: Geoff Matteson	Email: geoffrey.matteson@dupagecounty.gov
Address: 22774 Citation Rd. Unit C	City: Frankfort	Address: Various	City: Wheaton
State: IL	Zip: 60423	State: IL	Zip: 60187
Phone: 708-479-2180	Fax:	Phone: 630-407-5681	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 11, 2024	Contract End Date (PO25): Nov 30, 2025

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Parking Lot Improvements	FY24	6000	1220	54010	2302700	372,065.52	372,065.52
2	1	EA		Parking Lot Improvements	FY24	1300	4130	54010		24,000.00	24,000.00
3	1	EA		Contingency	FY24	6000	1220	54010	2302700	40,000.00	40,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 436,065.52

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Parking Lot Improvments
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Cathie Figlewski, Clara Gomez, Katie Boffa, & Gabrielle Vacala
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 6/4/24 CB: 6/11/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
PARKING LOT REPAIRS 24-062-FM
BID TABULATION

				Advantage Paving Solutions, Inc		Abbey Construction Co, Inc		Chicagoland Paving Contractors, Inc		Everlast Blacktop, Inc		Brothers Asphalt Paving, Inc		Schroeder Asphalt Services, Inc		Troch-McNeil Paving, Co		Alliance Contractors, Inc	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	TEMPORARY FENCE	FT	82	\$ 5.00	\$ 410.00	\$ 12.60	\$ 1,033.20	\$ 2.50	\$ 205.00	\$ 3.00	\$ 246.00	\$ 8.56	\$ 701.92	\$ 8.00	\$ 656.00	\$ 20.00	\$ 1,640.00	\$ 8.00	\$ 656.00
2	TREE ROOT PRUNING	EA	5	\$ 75.00	\$ 375.00	\$ 155.00	\$ 775.00	\$ 250.00	\$ 1,250.00	\$ 200.00	\$ 1,000.00	\$ 353.00	\$ 1,765.00	\$ 200.00	\$ 1,000.00	\$ 600.00	\$ 3,000.00	\$ 330.00	\$ 1,650.00
3	EARTH EXCAVATION	CU YD	170	\$ 105.00	\$ 17,850.00	\$ 190.00	\$ 32,300.00	\$ 45.00	\$ 7,650.00	\$ 40.00	\$ 6,800.00	\$ 65.00	\$ 11,050.00	\$ 60.00	\$ 10,200.00	\$ 56.00	\$ 9,520.00	\$ 10.00	\$ 1,700.00
4	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	295	\$ 13.50	\$ 3,982.50	\$ 8.60	\$ 2,537.00	\$ 5.00	\$ 1,475.00	\$ 6.00	\$ 1,770.00	\$ 16.00	\$ 4,720.00	\$ 11.00	\$ 3,245.00	\$ 35.00	\$ 10,325.00	\$ 14.95	\$ 4,410.25
5	SODDING, SALT TOLERANT	SQ YD	295	\$ 20.00	\$ 5,900.00	\$ 11.25	\$ 3,318.75	\$ 15.00	\$ 4,425.00	\$ 14.00	\$ 4,130.00	\$ 26.70	\$ 7,876.50	\$ 22.00	\$ 6,490.00	\$ 47.00	\$ 13,865.00	\$ 24.95	\$ 7,360.25
6	PERIMETER EROSION BARRIER (SPECIAL)	FT	108	\$ 15.00	\$ 1,620.00	\$ 3.05	\$ 329.40	\$ 5.00	\$ 540.00	\$ 6.00	\$ 648.00	\$ 8.00	\$ 864.00	\$ 8.00	\$ 864.00	\$ 15.00	\$ 1,620.00	\$ 7.50	\$ 810.00
7	INLET FILTERS	EA	15	\$ 50.00	\$ 750.00	\$ 310.00	\$ 4,650.00	\$ 200.00	\$ 3,000.00	\$ 100.00	\$ 1,500.00	\$ 245.00	\$ 3,675.00	\$ 200.00	\$ 3,000.00	\$ 40.00	\$ 600.00	\$ 25.00	\$ 375.00
8	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1,176	\$ 14.25	\$ 16,758.00	\$ 10.70	\$ 12,583.20	\$ 14.50	\$ 17,052.00	\$ 12.00	\$ 14,112.00	\$ 12.85	\$ 15,111.60	\$ 16.00	\$ 18,816.00	\$ 17.00	\$ 19,992.00	\$ 25.00	\$ 29,400.00
9	DETECTABLE WARNINGS	SQ FT	40	\$ 30.00	\$ 1,200.00	\$ 35.00	\$ 1,400.00	\$ 53.00	\$ 2,120.00	\$ 42.00	\$ 1,680.00	\$ 38.50	\$ 1,540.00	\$ 42.00	\$ 1,680.00	\$ 50.00	\$ 2,000.00	\$ 40.00	\$ 1,600.00
10	SIDEWALK REMOVAL	SQ FT	1,023	\$ 6.50	\$ 6,649.50	\$ 3.00	\$ 3,069.00	\$ 1.50	\$ 1,534.50	\$ 2.00	\$ 2,046.00	\$ 2.10	\$ 2,148.30	\$ 2.00	\$ 2,046.00	\$ 10.00	\$ 10,230.00	\$ 2.00	\$ 2,046.00
11	COMBINATION CURB AND GUTTER REMOVAL	FT	292	\$ 17.50	\$ 5,110.00	\$ 7.60	\$ 2,219.20	\$ 7.50	\$ 2,190.00	\$ 11.00	\$ 3,212.00	\$ 10.70	\$ 3,124.40	\$ 8.00	\$ 2,336.00	\$ 35.00	\$ 10,220.00	\$ 15.00	\$ 4,380.00
12	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FT	415	\$ 52.50	\$ 21,787.50	\$ 35.00	\$ 14,525.00	\$ 59.50	\$ 24,692.50	\$ 39.00	\$ 16,185.00	\$ 47.00	\$ 19,505.00	\$ 52.00	\$ 21,580.00	\$ 46.00	\$ 19,090.00	\$ 87.25	\$ 36,208.75
13	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L SUM	1	\$ 0.01	\$ 0.01	\$ 1,500.00	\$ 1,500.00	\$ 15,282.25	\$ 15,282.25	\$ 40,000.00	\$ 40,000.00	\$ 14,525.00	\$ 14,525.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 45,695.00	\$ 45,695.00
14	PAINT PAVEMENT MARKING - LINE 12"	FT	72	\$ 8.00	\$ 576.00	\$ 1.80	\$ 129.60	\$ 10.00	\$ 720.00	\$ 12.00	\$ 864.00	\$ 5.00	\$ 360.00	\$ 2.65	\$ 190.80	\$ 7.00	\$ 504.00	\$ 10.60	\$ 763.20
15	CONCRETE TRUCK WASHOUT	L SUM	1	\$ 0.01	\$ 0.01	\$ 505.00	\$ 505.00	\$ 3,725.00	\$ 3,725.00	\$ 700.00	\$ 700.00	\$ 4,815.00	\$ 4,815.00	\$ 800.00	\$ 800.00	\$ 2,000.00	\$ 2,000.00	\$ 750.00	\$ 750.00
16	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	90	\$ 215.00	\$ 19,350.00	\$ 130.00	\$ 11,700.00	\$ 40.00	\$ 3,600.00	\$ 54.00	\$ 4,860.00	\$ 80.00	\$ 7,200.00	\$ 110.00	\$ 9,900.00	\$ 243.50	\$ 21,915.00	\$ 51.20	\$ 4,608.00
17	AGGREGATE BASE COURSE, TYPE B 9"	SQ YD	202	\$ 30.00	\$ 6,060.00	\$ 28.05	\$ 5,666.10	\$ 15.00	\$ 3,030.00	\$ 14.00	\$ 2,828.00	\$ 12.00	\$ 2,424.00	\$ 23.00	\$ 4,646.00	\$ 41.00	\$ 8,282.00	\$ 14.50	\$ 2,929.00
18	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	23	\$ 115.00	\$ 2,645.00	\$ 170.00	\$ 3,910.00	\$ 100.00	\$ 2,300.00	\$ 119.00	\$ 2,737.00	\$ 110.00	\$ 2,530.00	\$ 98.00	\$ 2,254.00	\$ 145.00	\$ 3,335.00	\$ 157.65	\$ 3,625.95
19	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	698	\$ 105.00	\$ 73,290.00	\$ 103.75	\$ 72,417.50	\$ 110.00	\$ 76,780.00	\$ 114.00	\$ 79,572.00	\$ 110.00	\$ 76,780.00	\$ 99.00	\$ 69,102.00	\$ 136.00	\$ 94,928.00	\$ 123.33	\$ 86,084.34

				Advantage Paving Solutions, Inc		Abbey Construction Co, Inc		Chicagoland Paving Contractors, Inc		Everlast Blacktop, Inc		Brothers Asphalt Paving, Inc		Schroeder Asphalt Services, Inc		Troch-McNeil Paving, Co		Alliance Contractors, Inc	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
20	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	6,010	\$ 3.05	\$ 18,330.50	\$ 5.75	\$ 34,557.50	\$ 2.95	\$ 17,729.50	\$ 3.05	\$ 18,330.50	\$ 4.00	\$ 24,040.00	\$ 3.45	\$ 20,734.50	\$ 6.00	\$ 36,060.00	\$ 5.36	\$ 32,213.60
21	CURB REMOVAL	FT	76	\$ 18.50	\$ 1,406.00	\$ 7.60	\$ 577.60	\$ 10.00	\$ 760.00	\$ 12.00	\$ 912.00	\$ 10.70	\$ 813.20	\$ 8.00	\$ 608.00	\$ 35.00	\$ 2,660.00	\$ 15.00	\$ 1,140.00
22	CLASS D PATCHES, SPECIAL	SQ YD	1,205	\$ 13.50	\$ 16,267.50	\$ 42.75	\$ 51,513.75	\$ 65.00	\$ 78,325.00	\$ 58.00	\$ 69,890.00	\$ 90.00	\$ 108,450.00	\$ 99.00	\$ 119,295.00	\$ 50.00	\$ 60,250.00	\$ 117.66	\$ 141,780.30
23	AGGREGATE SHOULDERS, TYPE B 6"	SQ YD	6	\$ 105.00	\$ 630.00	\$ 25.00	\$ 150.00	\$ 75.00	\$ 450.00	\$ 100.00	\$ 600.00	\$ 50.00	\$ 300.00	\$ 125.00	\$ 750.00	\$ 134.00	\$ 804.00	\$ 9.00	\$ 54.00
24	CONCRETE COLLAR FOR FRAMES AND LIDS	EA	9	\$ 2,250.00	\$ 20,250.00	\$ 450.00	\$ 4,050.00	\$ 1,075.00	\$ 9,675.00	\$ 950.00	\$ 8,550.00	\$ 692.00	\$ 6,228.00	\$ 2,000.00	\$ 18,000.00	\$ 1,100.00	\$ 9,900.00	\$ 2,000.00	\$ 18,000.00
25	ADJUSTING WATER VALVE BOXES	EA	3	\$ 175.00	\$ 525.00	\$ 690.00	\$ 2,070.00	\$ 525.00	\$ 1,575.00	\$ 400.00	\$ 1,200.00	\$ 435.00	\$ 1,305.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00
26	CATCH BASINS, TYPE A, (SPECIAL), 4'-DIAMETER	EA	2	\$ 6,500.00	\$ 13,000.00	\$ 4,855.00	\$ 9,710.00	\$ 5,525.00	\$ 11,050.00	\$ 4,200.00	\$ 8,400.00	\$ 6,080.00	\$ 12,160.00	\$ 8,800.00	\$ 17,600.00	\$ 9,000.00	\$ 18,000.00	\$ 7,100.00	\$ 14,200.00
27	CATCH BASINS, TYPE C, (SPECIAL), 2'-DIAMETER	EA	2	\$ 4,450.00	\$ 8,900.00	\$ 3,240.00	\$ 6,480.00	\$ 2,950.00	\$ 5,900.00	\$ 2,600.00	\$ 5,200.00	\$ 2,520.00	\$ 5,040.00	\$ 5,500.00	\$ 11,000.00	\$ 5,000.00	\$ 10,000.00	\$ 3,350.00	\$ 6,700.00
28	SANITARY MANHOLES TO BE ADJUSTED	EA	1	\$ 550.00	\$ 550.00	\$ 2,375.00	\$ 2,375.00	\$ 1,225.00	\$ 1,225.00	\$ 850.00	\$ 850.00	\$ 2,450.00	\$ 2,450.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00
29	FRAME AND GRATE, NEENAH R-3010	EA	4	\$ 950.00	\$ 3,800.00	\$ 1,230.00	\$ 4,920.00	\$ 585.00	\$ 2,340.00	\$ 650.00	\$ 2,600.00	\$ 1,321.50	\$ 5,286.00	\$ 850.00	\$ 3,400.00	\$ 4,000.00	\$ 16,000.00	\$ 1,200.00	\$ 4,800.00
30	REMOVING CATCH BASINS	EA	4	\$ 1,350.00	\$ 5,400.00	\$ 815.00	\$ 3,260.00	\$ 525.00	\$ 2,100.00	\$ 700.00	\$ 2,800.00	\$ 225.00	\$ 900.00	\$ 500.00	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00	\$ 500.00	\$ 2,000.00
31	CONCRETE CURB, TYPE B	FT	136	\$ 52.50	\$ 7,140.00	\$ 37.00	\$ 5,032.00	\$ 64.00	\$ 8,704.00	\$ 62.00	\$ 8,432.00	\$ 45.00	\$ 6,120.00	\$ 47.50	\$ 6,460.00	\$ 27.00	\$ 3,672.00	\$ 82.60	\$ 11,233.60
32	PAINT PAVEMENT MARKING - LINE 4"	FT	1,765	\$ 2.00	\$ 3,530.00	\$ 1.60	\$ 2,824.00	\$ 0.65	\$ 1,147.25	\$ 3.91	\$ 6,901.15	\$ 2.51	\$ 4,430.15	\$ 0.80	\$ 1,412.00	\$ 1.00	\$ 1,765.00	\$ 3.55	\$ 6,265.75
33	CONCRETE FOUNDATIONS FOR EV CHARGERS	L SUM	1	\$ 1,350.00	\$ 1,350.00	\$ 2,065.00	\$ 2,065.00	\$ 4,775.00	\$ 4,775.00	\$ 14,000.00	\$ 14,000.00	\$ 16,050.00	\$ 16,050.00	\$ 9,750.00	\$ 9,750.00	\$ 8,100.00	\$ 8,100.00	\$ 9,200.00	\$ 9,200.00
34	PIPE GUARD BOLLARD	EA	4	\$ 750.00	\$ 3,000.00	\$ 725.00	\$ 2,900.00	\$ 2,500.00	\$ 10,000.00	\$ 900.00	\$ 3,600.00	\$ 1,045.00	\$ 4,180.00	\$ 2,375.00	\$ 9,500.00	\$ 1,200.00	\$ 4,800.00	\$ 2,285.00	\$ 9,140.00
35	PROJECT ALLOWANCE				\$ 60,000.00			\$ 60,000.00			\$ 60,000.00			\$ 60,000.00			\$ 60,000.00		
36	CONSTRUCTION ENGINEERING				\$ 47,673.00			\$ 47,673.00			\$ 47,673.00			\$ 47,673.00			\$ 47,673.00		
GRAND TOTAL				\$ 396,065.52			\$ 414,725.80		\$ 435,000.00		\$ 444,828.65		\$ 486,141.07		\$ 499,988.30		\$ 544,250.00		\$ 602,351.99

NOTES

1. Facilites Management has requested a contingency of \$40,000.00. \$396,065.52 + \$40,000.00 (contingency) = \$436,065.52 contract request.

2. Schroeder Asphalt Services, Inc's corrected Grand Total is \$499,988.30.

Bid Opening 05/20/2024 @ 2:30 PM	NE, DW
Invitations Sent	34
Total Vendors Requesting Documents	3
Total Bid Responses	8

SECTION 7 - BID FORM PRICING

Contractor shall ship all materials F.O.B Destination to DuPage County.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Temporary Fence	FT	82	\$ 5.00	\$ 410.00
2	Tree Root Pruning	EA	5	\$ 75.00	\$ 375.00
3	Earth Excavation	CU YD	170	\$ 105.00	\$ 17,850.00
4	Topsoil Furnish And Place, 4"	SQ YD	295	\$ 13.50	\$ 3,982.50
5	Sodding, Salt Tolerant	SQ YD	295	\$ 20.00	\$ 5,900.00
6	Perimeter Erosion Barrier (Special)	FT	108	\$ 15.00	\$ 1,620.00
7	Inlet Filters	EA	15	\$ 50.00	\$ 750.00
8	Portland Cement Concrete Sidewalk 5 Inch	SQ FT	1,176	\$ 14.25	\$ 16,758.00
9	Detectable Warnings	SQ FT	40	\$ 30.00	\$ 1,200.00
10	Sidewalk Removal	SQ FT	1,023	\$ 6.50	\$ 6,649.50
11	Combination Curb And Gutter Removal	FT	292	\$ 17.50	\$ 5,110.00
12	Combination Concrete Curb And Gutter, Type B-6.12	FT	415	\$ 52.50	\$ 21,787.50
13	Traffic Control And Protection, Special	LS	1	\$ 0.01	\$ 0.01
14	Paint Pavement Marking - Line 12"	FT	72	\$ 8.00	\$ 576.00
15	Concrete Truck Washout	LS	1	\$ 0.01	\$ 0.01
16	Aggregate Subgrade Improvement	CU YD	90	\$ 215.00	\$ 19,350.00
17	Aggregate Base Course, Type B 9"	SQ YD	202	\$ 30.00	\$ 6,060.00
18	Hot-Mix Asphalt Binder Course, II- 9.5, N50	TON	23	\$ 115.00	\$ 2,645.00
19	Hot-Mix Asphalt Surface Course, II-9.5, Mix "D", N50	TON	698	\$ 105.00	\$ 73,920.00
20	Hot-Mix Asphalt Surface Removal, 2"	SQ YD	6,010	\$ 3.05	\$ 18,330.50
21	Curb Removal	FT	76	\$ 18.50	\$ 1,406.00
22	Class D Patches, Special	SQ YD	1,205	\$ 13.50	\$ 16,267.50
23	Aggregate Shoulders, Type B 6"	SQ YD	6	\$ 105.00	\$ 630.00
24	Concrete Collar For Frames And Lids	EA	9	\$ 2,250.00	\$ 20,250.00
25	Adjusting Water Valve Boxes	EA	3	\$ 175.00	\$ 525.00
26	Catch Basins, Type A, (Special), 4'-Diameter	EA	2	\$ 6,500.00	\$ 13,000.00
27	Catch Basins, Type C, (Special), 2'-Diameter	EA	2	\$ 4,450.00	\$ 8,900.00
28	Sanitary Manholes To Be Adjusted	EA	1	\$ 550.00	\$ 550.00
29	Frame And Grate, Neenah R-3010	EA	4	\$ 950.00	\$ 3,800.00
30	Removing Catch Basins	EA	4	\$ 1,350.00	\$ 5,400.00
31	Concrete Curb, Type B	FT	136	\$ 52.50	\$ 7,140.00

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
32	Paint Pavement Marking - Line 4"	FT	1,765	\$ 2.00	\$ 3,530.00
33	Concrete Foundations For Ev Chargers	LS	1	\$ 1,350.00	\$ 1,350.00
34	Pipe Guard Bollard	EA	4	\$ 750.00	\$ 3,000.00
35	Project Allowance				\$ 60,000.00
36	Construction Engineering				\$ 47,673.00
GRAND TOTAL					\$ 396,065.52
GRAND TOTAL (IN WORDS) three hundred ninety-six thousand, sixty five dollars ⁵² / ₁₀₀					

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X Signature on File hmm-1 VICE PRESIDENT
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 20th day of May AD, 20 24

Signature on File

My Commission Expires: December 13th, 2027

/s/
(Notary Public)



SEAL

SECTION 9 - MANDATORY FORM
424 & 501 PARKING LOT REPAIRS 24-062-FM
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Advantage Paving Solutions		
Main Business Address	22774 Citation Rd. Unit C		
City, State, Zip Code	Frankfort, IL 60423		
Telephone Number	(708) 478-7284	Email Address	dLeisen@advantagepavinginc.com
Bid Contact Person	David Leisen		

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor
☐ a Member authorized to sign on behalf of the Partnership
☒ an Officer of the Corporation
☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Signature on File _____
(President or Partner)

Signature on File _____
(Vice President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. __, ____, ____, and __ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Advantage Paving Solutions	NAME	Advantage Paving Solutions
CONTACT	David Leisen	CONTACT	David Leisen
ADDRESS	22774 Citation Rd. Unit C	ADDRESS	22774 Citation Rd. Unit C
CITY ST ZIP	Frankfort, IL 60423	CITY ST ZIP	Frankfort, IL 60423
TX		TX	
FX	(708) 479-2180	FX	(708) 479-2180
EMAIL	dleisen@advantagepavinginc.com	EMAIL	dleisen@advantagepavinginc.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management Department 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5700		DuPage County Various Parking Lots on the County Campus Attn : Geoff Matteson	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED
(FREIGHT INCLUDED IN PRICE)

JOINT PURCHASING AGREEMENT

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES X NO

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

(contact David Leisen - President)

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.



Apprenticeship or Training Program Certification

Return to Buyer and with Bid

COMPANY NAME: Advantage Paving Solutions

All contractors are required to complete the following certification:

☒ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

The County of DuPage policy, adopted in accordance with the provisions of DuPage County, Illinois County Code requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are

- (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and
- (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all its subcontractors. To fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder:	<u>Advantage Paving Solutions</u>	By:	<u>[Signature]</u> (Signature)
Address:	<u>27774 Citation Rd. Unit C</u> <u>FRANKFORT, IL 60423</u>	Title:	<u>Vice-President</u>

11 March 2024

Advantage Paving Solutions, Inc
22774 Citation Rd
Frankfort, IL 60423

To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Advantage Paving Solutions, Inc is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund.

Should you require anything further, please do not hesitate to contact me.

Yours very truly,

Signature on File

Miranda Maddie
Office Manager

Carol Stream
1200 Old Gary Avenue
Carol Stream, IL 60188

Labor Trustees
James P. Connolly, *Chairman*
Michael Bivins
Shawn Fitzgerald
Martin Flanagan
Joseph V. Healy
Lloyd "Curly" Vaughn

Executive Director
Keith Vitale

LiUNA!
Feel the Power
42-L

Management Trustees
David Lorig, *Secretary*
Seth Gudeman
Shane Higgins
Joseph Koppers
Robert G. Krug
William Vignocchi

Chicago
5700 West Homer St.
Chicago, IL 60639

VENDOR ETHICS DISCLOSURE



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 05/20/24

Bid/Contract/PO #:

Company Name: <u>Advantage Paving Solutions</u>	Company Contact: <u>Dana Leisen</u>
Contact Phone: <u>(708) 478-7284</u>	Contact Email: <u>dleisen@advantagepavinginc.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☐ NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
<u>David C. Leisen</u>	<u>(708) 478-7284</u>	<u>dleisen@advantagepavinginc.com</u>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature _____ Signature on File _____
 Printed Name Matthew Toomey
 Title vice - president
 Date 05/20/2024

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)



Facilities Management Requisition Over \$30K

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FM-P-0027-24

Agenda Date: 6/4/2024

Agenda #: 8.C.

AWARDING RESOLUTION
ISSUED TO EXCEL ELECTRIC, INC.
TO PROVIDE AND INSTALL A MEDIUM VOLTAGE
B-FEEDER EXTENSION
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL AMOUNT: \$94,553.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Excel Electric, Inc., to provide and install a medium voltage B-Feeder extension, for the period June 11, 2024 through November 30, 2024, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide and install a medium voltage B-Feeder extension , for the period June 11, 2024 through November 30, 2024, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Excel Electric, Inc., 24 W. Sangmeister, Frankfort, IL 60423, for a contract total amount not to exceed \$94,553.00, per lowest responsible bid #24-056-FM.

Enacted and approved this 11th day of June, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 24-1603	RFP, BID, QUOTE OR RENEWAL #: 24-056-FM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$94,553.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 06/04/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$94,553.00
	CURRENT TERM TOTAL COST: \$94,553.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Excel Electric, Inc.	VENDOR #: 30775	DEPT: Facilities Management	DEPT CONTACT NAME: Geoff Matteson
VENDOR CONTACT: Bart Frankowicz	VENDOR CONTACT PHONE: 815-634-6802	DEPT CONTACT PHONE #: x5681	DEPT CONTACT EMAIL: geoffrey.matteson@dupagecounty.gov
VENDOR CONTACT EMAIL: bart@excelel.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Excel Electric, Inc., to install a medium voltage B-Feeder extension on the West campus, for Facilities Management, for the period June 11, 2024 through November 30, 2024, for a contract total amount not to exceed \$94,553.00, per lowest responsible bid #24-056-FM.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The 120 building is currently fed with one single ComEd feed. The B-feeder is needed to provide a back up secondary ComEd option in the event of an electrical outage.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Excel Electric, Inc.	Vendor#: 30775	Dept: Facilities Management	Division:
Attn: Bart Frankowicz	Email: bart@excelel.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 24 W. Sangmeister Rd.	City: Frankfort	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60423	State: IL	Zip: 60187
Phone: 815-634-6802	Fax: 815-464-5552	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Excel Electric, Inc.	Vendor#: 30775	Dept: Facilities Management	Division:
Attn: Cherie Gabbert	Email: cherie@excelel.com	Attn: Geoff Matteson	Email: geoffrey.matteson@dupagecounty.gov
Address: 24 W. Sangmeister Rd.	City: Frankfort	Address: 120 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60423	State: IL	Zip: 60187
Phone: 815-634-6801	Fax: 815-464-5552	Phone: 630-407-5681	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 11, 2024	Contract End Date (PO25): Nov 30, 2024

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	LO		B-Feeder Extension	FY24	6000	1220	54010	2306218	82,220.00	82,220.00
2	1	LO		Contingency	FY24	6000	1220	54010	2306218	12,333.00	12,333.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 94,553.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. West Campus B-feeder Extension
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Cathie Figlewski, Clara Gomez & Katie Boffa
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 6/4/24 CB: 6/11/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
WEST CAMPUS B-FEEDER EXTENSION 24-056-FM
BID TABULATION



				Excel Electric Inc.	Connelly Electric Co.	Utility Dynamics Corporation
NO.	ITEM	UOM	QTY	PRICE	PRICE	PRICE
1	West Campus B-Feeder Extension	LS	1	\$ 82,220.00	\$ 100,000.00	\$ 139,900.00
GRAND TOTAL				\$ 82,220.00	\$ 100,000.00	\$ 139,900.00

NOTES

1. Public Works has requested a contingency of 15%, \$82,220.00 + \$12,333.00 (contingency) = \$94,553.00 contract request.

Bid Opening 05/20/24 @ 10:00 AM	DW,BR
Invitations Sent	210
Total Vendors Requesting Documents	1
Total Bid Responses	3

SECTION 7 - BID FORM PRICING

Contractor shall ship all materials F.O.B Destination to DuPage County.

NO.	ITEM	UOM	QTY	PRICE
1	West Campus B-Feeder Extension	LS	1	\$ 82,220.00
GRAND TOTAL				\$ \$82,220.00
GRAND TOTAL (IN WORDS) Eighty Two Thousand Two Hundred and Twenty Dollars				

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X Signature on File John Benton / President
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 16th day of May AD, 2024

Signature on File

(Notary Public)

My Commission Expires: March 09, 2026



SEAL

**SECTION 9 - MANDATORY FORM
WEST CAMPUS B-FEEDER EXTENSION – 24-056-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Excel Electric, Inc.		
Main Business Address	24 W Sangmeister Rd		
City, State, Zip Code	Frankfort, IL 60423		
Telephone Number	815.464.5550	Email Address	john@excelel.com
Bid Contact Person	John Benton		

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor
 ☐ a Member authorized to sign on behalf of the Partnership
 ☒ an Officer of the Corporation
 ☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Signature on File John Benton
 (President or Partner)

Signature on File John Benton
 (Vice-President or Partner)

Signature on File John Benton
 (Secretary or Partner)

Signature on File John Benton
 (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. 1, 2, _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Excel Electric, Inc	NAME	Excel Electric, Inc
CONTACT	Bart Frankowicz	CONTACT	Cherie Gabbert
ADDRESS	24 W Sangmeister Rd	ADDRESS	24 W Sangmeister Rd
CITY ST ZIP	Frankfort, IL 60423	CITY ST ZIP	Frankfort, IL 60423
TX	815.634.6802	TX	815.634.6801
FX	815.464.5552	FX	815.464.5552
EMAIL	bart@excelel.com	EMAIL	cherie@excelel.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management Department 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5700		DuPage County 120 North County Farm Road Wheaton, IL 60187 Attn : Geoff Matteson	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED
(FREIGHT INCLUDED IN PRICE)

REQUIRED FORMS TO BE COMPLETED, SIGNED AND RETURNED WITH BID

1. IRS FORM W-9

This form can be found attached, or at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

2. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

This form can be found attached, or at the following link: <https://www.dupageco.org/Finance/Procurement/1316/>

3. JOINT PURCHASING AGREEMENT

This form can be found attached.

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES _____ NO X

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

VENDOR ETHICS DISCLOSURE



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 05.16.2024

Bid/Contract/PO #: 24-056 FM

Company Name: <u>Excel Electric, Inc</u>	Company Contact: <u>John Benton</u>
Contact Phone: <u>815.464.5550</u>	Contact Email: <u>john@excelel.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File

Printed Name John Benton

Title President

Date May 16, 2024

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

JOINT PURCHASING AGREEMENT



Facilities Management Requisition Over \$30K

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FM-P-0028-24

Agenda Date: 6/4/2024

Agenda #: 9.A.

AWARDING RESOLUTION
ISSUED TO ASHLAND DOOR SOLUTIONS LLC
TO PROVIDE DOOR MAINTENANCE, DOOR SALES
AND INSTALLATION
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$45,000.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Ashland Door Solutions LLC, to provide door maintenance, door sales and installation, as needed for County Facilities, for the period July of 19, 2024 through July 18, 2025, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide door maintenance, door sales and installation, as needed for County Facilities, for the period July 19, 2024 through July 18, 2025, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Ashland Door Solutions LLC, 185 Martin Lane, Elk Grove Village, IL 60007, for a contract total amount not to exceed \$45,000.00, per renewal option under bid award #23-080-FM. First of three options to renew.

Enacted and approved 11th day of June, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 24-1494	RFP, BID, QUOTE OR RENEWAL #: 23-080-FM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$30,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 06/04/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$165,000.00
	CURRENT TERM TOTAL COST: \$45,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Ashland Door Solutions LLC	VENDOR #: 22435	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Denise Boyd	VENDOR CONTACT PHONE: 773-348-5106 x102	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.org
VENDOR CONTACT EMAIL: denise@ashlanddoor.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Ashland Door Solutions LLC, to provide door maintenance, door sales and installation, as needed for County facilities, for Facilities Management, for the period July 19, 2024 through July 18, 2025, for a contract total amount not to exceed \$45,000, per renewal option under bid award #23-080-FM. First of three options to renew.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Facilities Management requires door hardware, doors, frames and parts to repair and replace worn doors, door hardware and services to install new doors, frames and hardware in order to maintain security and to ensure the integrity of the County facilities building envelope			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.	
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Ashland Door Solutions LLC	Vendor#: 22435	Dept: Facilities Management	Division:
Attn: Denise Boyd	Email: denise@ashlanddoor.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 185 Martin Lane	City: Elk Grove Village	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60007	State: IL	Zip: 60187
Phone: 773-348-5106 x102	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Ashland Door Solutions LLC	Vendor#: 22435	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 2510 N. Ashland Avenue	City: Chicago	Address: various locations	City: Wheaton
State: IL	Zip: 60614	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 19, 2024	Contract End Date (PO25): Jul 18, 2025
Contract Administrator (PO25): Mary Ventrella			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	LO		Material & Supplies	FY24	1000	1100	52270		250.00	250.00
2	1	LO		Labor & Miscellaneous Services	FY24	1000	1100	53300		22,250.00	22,250.00
3	1	LO		Material & Supplies	FY25	1000	1100	52270		250.00	250.00
4	1	LO		Labor & Miscellaneous Services	FY25	1000	1100	53300		22,250.00	22,250.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 45,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Provide door maintenance, door sales and installation, as needed for County facilities, for Facilities Management.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, and Clara Gomez.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 06/04/24 County Board: 06/11/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☒ Vendor Ethics Disclosure Statement



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
DOOR MAINTENANCE, DOOR SALES, AND INSTALLATION 23-080-FM
BID TABULATION

NO.	ITEM	UOM	QTY	ASHLAND DOOR SOLUTIONS		UNITED DOOR AND DOCK LLC		BUILDERS CHICAGO CORPORATION		MR. HANDYMAN WHEATON-HINSDALE	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Hourly Rates - Normal Hours M - F 6:30 am - 4:30 pm	HR	100	\$ 165.00	\$ 16,500.00	\$ 139.00	\$ 13,900.00	\$ 140.00	\$ 14,000.00	\$ 157.00	\$ 15,700.00
2	Hourly Rates - After Normal Hours and Saturday	HR	8	\$ 247.50	\$ 1,980.00	\$ 189.00	\$ 1,512.00	\$ 183.00	\$ 1,464.00	\$ 235.00	\$ 1,880.00
3	Hourly Rates - Sundays and Holidays	HR	8	\$ 330.00	\$ 2,640.00	\$ 195.00	\$ 1,560.00	\$ 215.00	\$ 1,720.00	NO BID	
NO.	ITEM		VALUE	MARKUP / DISCOUNT ADJUSTMENT	EXTENDED PRICE	MARKUP / DISCOUNT ADJUSTMENT	EXTENDED PRICE	MARKUP / DISCOUNT ADJUSTMENT	EXTENDED PRICE	MARKUP / DISCOUNT ADJUSTMENT	EXTENDED PRICE
4	Von Duprin		\$5,000	-15%	\$ 4,250.00	20.00%	\$ 6,000.00	20.00%	\$ 6,000.00	30.00%	\$ 6,500.00
5	Schlage		\$5,000	-15%	\$ 4,250.00	20.00%	\$ 6,000.00	20.00%	\$ 6,000.00	30.00%	\$ 6,500.00
6	Adams Rite		\$5,000	-25%	\$ 3,750.00	20.00%	\$ 6,000.00	20.00%	\$ 6,000.00	30.00%	\$ 6,500.00
7	LCN		\$5,000	-15%	\$ 4,250.00	20.00%	\$ 6,000.00	20.00%	\$ 6,000.00	30.00%	\$ 6,500.00
8	Sargent		\$2,000	-25%	\$ 1,500.00	20.00%	\$ 2,400.00	20.00%	\$ 2,400.00	30.00%	\$ 2,600.00
9	Folger Adams		\$2,000	-25%	\$ 1,500.00	20.00%	\$ 2,400.00	20.00%	\$ 2,400.00	30.00%	\$ 2,600.00
10	Curries		\$10,000	-20%	\$ 8,000.00	20.00%	\$ 12,000.00	20.00%	\$ 12,000.00	20.00%	\$ 12,000.00
11	Steelcraft		\$15,000	-20%	\$ 12,000.00	20.00%	\$ 18,000.00	20.00%	\$ 18,000.00	20.00%	\$ 18,000.00
12	Roton		\$500	-15%	\$ 425.00	20.00%	\$ 600.00	20.00%	\$ 600.00	40.00%	\$ 700.00
13	Hager		\$1,000	-15%	\$ 850.00	20.00%	\$ 1,200.00	20.00%	\$ 1,200.00	30.00%	\$ 1,300.00
14	Other Door & Frame Manufactures		\$20,000	-20%	\$ 16,000.00	20.00%	\$ 24,000.00	20.00%	\$ 24,000.00	20.00%	\$ 24,000.00
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
15	Service/Mobilization/Cartage Charge per Job	EA	5	\$ 115.00	\$ 575.00	\$ 75.00	\$ 375.00	\$ 100.00	\$ 500.00	\$ 245.00	\$ 1,225.00
16	Labor Charge for Door & Frame Installation	HR	80	\$ 165.00	\$ 13,200.00	\$ 139.00	\$ 11,120.00	\$ 140.00	\$ 11,200.00	\$ 157.00	\$ 12,560.00
GRAND TOTAL					\$ 91,670.00		\$ 113,067.00		\$ 113,484.00		\$ 118,565.00

NOTES

Bid Opening 6/13/2023 @ 2:30 PM	
Invitations Sent	24
Total Vendors Requesting Documents	2
Total Bid Responses	4



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Ashland Door Solutions LLC located at 185 Martin Lane, Elk Grove Village, IL 60007, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-080-FM which became effective on 7/19/2023 and which will expire 7/18/2024. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 7/18/2025.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

CONTRACTOR

Signature on File

SIGNATURE

Denise Boyd

PRINTED NAME

V.P. Operations

PRINTED TITLE

5/6/2024

DATE

THE COUNTY OF DUPAGE

SIGNATURE

Brian Rovik

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

SECTION 7 - BID FORM PRICING

Bidder shall provide pricing for Sections 1 – 3. Hourly rates shall include overhead. Quantity listed are canvassing quantities. Goods shall be shipped F.O.B. Destination.

NO.	ITEM	UOM	QTY	RATE	EXTENDED PRICE
SECTION 1: Hourly Rates					
1	Hourly Rates - Normal Hours M - F 6:30 am - 4:30 pm	HR	100	\$ 165.00	\$ 16,500.00
2	Hourly Rates - After Normal Hours and Saturday	HR	8	\$ 247.50	\$ 1,980.00
3	Hourly Rates - Sundays and Holidays	HR	8	\$ 330.00	\$ 2,640.00
NO.	ITEM		VALUE	MARKUP/DISCOUNT OF ADJUSTMENT (-, +) %	EXTENDED PRICE
Section 2: Materials & Supplies Fabrication of doors or frames that is subcontracted shall be pre-approved by the County and Contractor's markup shall be 5%.					
4	Von Duprin		\$5,000	% 15	\$ 4,250.00
5	Schlage		\$5,000	% 15	\$ 4,250.00
6	Adams Rite		\$5,000	% 25	\$ 3,750.00
7	LCN		\$5,000	% 15	\$ 4,250.00
8	Sargent		\$2,000	% 25	\$ 1,500.00
9	Folger Adams		\$2,000	% 25	\$ 1,500.00
10	Curries		\$10,000	% 20	\$ 8,000.00
11	Steelcraft		\$15,000	% 20	\$ 12,000.00
12	Roton		\$500	% 15	\$ 425.00
13	Hager		\$1,000	% 15	\$ 850.00
14	Other Door & Frame Manufacturers		\$20,000	% 20	\$ 16,000.00
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
SECTION 3: Miscellaneous Services					
15	Service/Mobilization/Cartage Charge per Job	EA	5	\$ 115.00	\$ 575.00
16	Labor Charge for Door & Frame Installation	HR	80	\$ 165.00	\$ 13,200.00
GRAND TOTAL					\$ 91,670.00
GRAND TOTAL (In words) Ninety One Thousand, Six Hundred and Seventy Dollars, Zero Cents					

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Signature on File
 VP Operations
(Signature and Title)

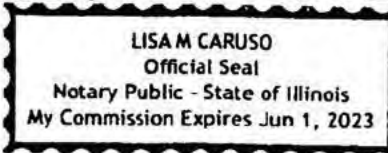
CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 31st day of may AD, 2023

Signature on File

 My Commission Expires: 6-1-23
(Notary Public)



SEAL

**SECTION 9 - MANDATORY FORM
DOOR MAINTENANCE, DOOR SALES, AND INSTALLATION 23-080-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Ashland Door Solutions		
Main Business Address	185 Martin Lane		
City, State, Zip Code	Elk Grove Village, IL 60007		
Telephone Number	773-348-5106 x 102	Email Address	denise@ashlanddoor.com
Bid Contact Person	Denise Boyd		

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor
 ☒ a Member authorized to sign on behalf of the Partnership
 ☐ an Officer of the Corporation
 ☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Anne Gruber Signature on File

 (President or Partner)

James Gruber Signature on File

 (Secretary or Partner)

 (Vice-President or Partner)

 (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. __, ____, ____, and ____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Ashland Door Solutions	NAME	Ashland Door Solutions
CONTACT	Denise Boyd	CONTACT	Denise Boyd
ADDRESS	185 Martin Lane	ADDRESS	2510 N Ashland Avenue
CITY ST ZIP	Elk Grove Village, IL 60007	CITY ST ZIP	Chicago, IL 60614
TX	773-348-5106 x 102	TX	773-348-5106 x 102
FX		FX	
EMAIL	denise@ashlanddoor.com	EMAIL	denise@ashlanddoor.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management 421 North County Farm Road 2-700 Wheaton, IL 60187 TX: (630) 407-6193		DuPage County Various Locations Wheaton, IL 60187 TX: (630) 407-5705 EMAIL: Mary.Ventrella@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED
(FREIGHT INCLUDED IN PRICE)



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 5/16/2024
Bid/Contract/PO #: 23-080-EM

Company Name: <u>Ashland Door Solutions</u>	Company Contact: <u>Denise Boyd</u>
Contact Phone: <u>773-348-5106 x102</u>	Contact Email: <u>denise@ashlanddoor.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Signature on File

Printed Name

Denise Boyd

Title

V.P. Operations

Date

6/10/2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)



Facilities Management Requisition Under \$30K

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-1659

Agenda Date: 6/4/2024

Agenda #: 9.B.



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1493	RFP, BID, QUOTE OR RENEWAL #: 23-079-FM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$25,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 06/04/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$100,000.00
	CURRENT TERM TOTAL COST: \$25,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Ashland Lock & Security Solutions	VENDOR #: 30938	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Denise Boyd	VENDOR CONTACT PHONE: 773-348-5106 x102	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: denise@ashlanddoor.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Ashland Lock & Security Solutions, to provide lock smith services, maintenance & installation, as needed for County facilities, for Facilities Management, for the period July 19, 2024 through July 18, 2025, for a contract total amount not to exceed \$25,000, per renewal option under bid award #23-079-FM. First of three options to renew.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Facilities Management requires door hardware, locks, keys and parts to repair and replace door hardware and services to install door hardware in order to maintain security and to ensure the integrity of the County facilities building envelope.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.	
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Ashland Lock & Security Solutions	Vendor#: 30938	Dept: Facilities Management	Division:
Attn: Denise Boyd	Email: denise@ashlanddoor.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 185 Martin Lane	City: Elk Grove Village	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60007	State: IL	Zip: 60187
Phone: 773-348-5106 x102	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Ashland Lock & Security Solutions	Vendor#: 30938	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 2510 N. Ashland Avenue	City: Chicago	Address: various locations	City: Wheaton
State: IL	Zip: 60614	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 19, 2024	Contract End Date (PO25): Jul 18, 2025
Contract Administrator (PO25): Mary Ventrella			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	LO		Material & Supplies	FY24	1000	1100	52270		11,500.00	11,500.00
2	1	LO		Labor & Miscellaneous Services	FY24	1000	1100	53300		1,000.00	1,000.00
3	1	LO		Material & Supplies	FY25	1000	1100	52270		11,500.00	11,500.00
4	1	LO		Labor & Miscellaneous Services	FY25	1000	1100	53300		1,000.00	1,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 25,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Provide lock smith services, maintenance & installation, as needed for County facilities, for Facilities Management.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, and Clara Gomez.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 06/04/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☒ Vendor Ethics Disclosure Statement



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
LOCKSMITH SERVICES, MAINTENANCE, AND
INSTALLATION 23-079-FM
BID TABULATION



				ASHLAND LOCK & SECURITY SOLUTIONS	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Hourly Rates - Normal Hours M - F 6:30 am - 4:30 pm	HR	100	\$ 165.00	\$ 16,500.00
2	Hourly Rates - After Normal Hours and Saturday	HR	8	\$ 247.50	\$ 1,980.00
3	Hourly Rates - Sundays and Holidays	HR	8	\$ 330.00	\$ 2,640.00
NO.	ITEM	VALUE		MARKUP / DISCOUNT ADJUSTMENT	EXTENDED PRICE
4	Schlage	\$5,000		-15%	\$ 4,250.00
5	Schlage Primus Level-3	\$15,000		-10%	\$ 13,500.00
6	Medeco	\$1,000		-20%	\$ 800.00
7	Corbin Russwin	\$5,000		-15%	\$ 4,250.00
8	Von Duprin	\$5,000		-15%	\$ 4,250.00
9	Adams Rite	\$2,000		-25%	\$ 1,500.00
10	LCN	\$5,000		-15%	\$ 4,250.00
11	Folger Adams	\$2,000		-25%	\$ 1,500.00
12	ILCO	\$200		-10%	\$ 180.00
13	Master Lock	\$500		-10%	\$ 450.00
14	Sargent	\$2,000		-25%	\$ 1,500.00



				ASHLAND LOCK & SECURITY SOLUTIONS	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
15	Service/Mobilization/Cartage Charge per Job	EA	5	\$ 115.00	\$ 575.00
16	Re-Keying Cylinders (Off-Site)	EA	30	\$ 45.00	\$ 1,350.00
17	Primus Cut Keys	EA	25	\$ 25.00	\$ 625.00
18	Misc. Key Cuts - Single Sided	EA	100	\$ 6.00	\$ 600.00
19	Misc. Key Cuts - Double Sided	EA	100	\$ 10.00	\$ 1,000.00
20	Barrel Cut Keys	EA	25	\$ 20.00	\$ 500.00
GRAND TOTAL					\$ 62,200.00

NOTES

Bid Opening 6/13/2023 @ 2:30 PM	VC, NE
Invitations Sent	35
Total Vendors Requesting Documents	2
Total Bid Responses	1



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and A. Ashland Lock Company d/b/a Ashland Lock & Security Solutions located at 2510 N. Ashland Avenue, Chicago, IL 60614, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-079-FM which became effective on 7/19/2023 and which will expire 7/18/2024. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 7/18/2025.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

CONTRACTOR

THE COUNTY OF DUPAGE

Signature on File

SIGNATURE

Denise Boyd

PRINTED NAME

V.P. Operations

PRINTED TITLE

5/16/2024

DATE

SIGNATURE

Brian Rovik

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

SECTION 7 - BID FORM PRICING

Bidder shall provide pricing for Sections 1 – 3. Hourly rates shall include overhead. Quantity listed are canvassing quantities. Goods shall be shipped F.O.B. Destination.

NO.	ITEM	UOM	QTY	RATE	EXTENDED PRICE
SECTION 1: Locksmith Hourly Rates					
1	Hourly Rates - Normal Hours M - F 6:30 am - 4:30 pm	HR	100	\$ 165.00	\$ 16,500.00
2	Hourly Rates - After Normal Hours and Saturday	HR	8	\$ 247.50	\$ 1,980.00
3	Hourly Rates - Sundays and Holidays	HR	8	\$ 330.00	\$ 2,640.00

NO.	ITEM	VALUE	MARKUP/DISCOUNT OF ADJUSTMENT (-, +) %	EXTENDED PRICE
Section 2: Materials & Supplies				
4	Schlage	\$5,000	% 15	\$ 4,250.00
5	Schlage Primus Level-3	\$15,000	% 10	\$ 13,500.00
6	Medeco	\$1,000	% 20	\$ 800.00
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12	ILCO	\$200	% 10	\$ 180.00
13	Master Lock	\$500	% 10	\$ 450.00
14	Sargent	\$2,000	% 25	\$ 1,500.00

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
SECTION 3: Miscellaneous Services					
15	Service/Mobilization/Cartage Charge per Job	EA	5	\$ 115.00	\$ 575.00
16	Re-keying Cylinders (Off-site)	EA	30	\$ 45.00	\$ 1,350.00
17	Primus Cut Keys	EA	25	\$ 25.00	\$ 625.00
18	Misc. Key Cuts - Single Sided	EA	100	\$ 6.00	\$ 600.00
19	Misc. Key Cuts - Double Sided	EA	100	\$ 10.00	\$ 1,000.00
20	Barrel Cut Keys	EA	25	\$ 20.00	\$ 500.00
GRAND TOTAL					\$ 62,200.00
GRAND TOTAL (In words)		Sixty Two Thousand, Two Hundred Dollars, and Zero Cents			

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Signature on File

X

VP Operations
(Signature and Title)

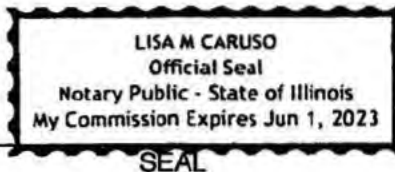
CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 31st day of May AD, 2023

Signature on File

[Signature] My Commission Expires: 6-1-23
(Notary Public)



**SECTION 9 - MANDATORY FORM
LOCKSMITH SERVICES 23-079-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Ashland Lock & Security Solutions		
Main Business Address	2510 N Ashland Avenue		
City, State, Zip Code	Chicago, IL 60614		
Telephone Number	773-248-5106	Email Address	denise@ashlanddoor.com
Bid Contact Person	Denise Boyd		

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor
 ☐ a Member authorized to sign on behalf of the Partnership
 ☒ an Officer of the Corporation
 ☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Anne Gruber Signature on File _____ (President or Partner) _____ (Vice-President or Partner)
James Gruber Signature on File _____ (Secretary or Partner) _____ (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. __, __, and __ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Ashland Lock & Security Solutions	NAME	Ashland Lock & Security Solutions
CONTACT	Denise Boyd	CONTACT	Denise Boyd
ADDRESS	185 Martin Lane	ADDRESS	2510 N Ashland Avenue
CITY ST ZIP	Elk Grove Village, IL 60007	CITY ST ZIP	Chicago, IL 60614
TX	773-348-5106 x 102	TX	773-348-5106 x 102
FX		FX	
EMAIL	denise@ashlanddoor.com	EMAIL	denise@ashlanddoor.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management Department 421 North County Farm Road 2-700 Wheaton, IL 60187 TX: (630) 407-6193		DuPage County Various Locations Wheaton, IL 60187 TX: (630) 407-5705 EMAIL: mary.ventrella@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED
(FREIGHT INCLUDED IN PRICE)



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 5/8/2024

Bid/Contract/PO #: 23-079-FM

Company Name: <u>Ashland Lock Security</u>	Company Contact: <u>Denise Boyd</u>
Contact Phone: <u>773-348-5106 K102</u>	Contact Email: <u>denise@ashlandlock.com</u>

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1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: (Signature on File)

Printed Name: Denise Boyd

Title: V.P. Operations

Date: 5/8/2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)



Facilities Management Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FM-R-0002-24

Agenda Date: 6/4/2024

Agenda #: 10.A.

MEMORANDUM OF AGREEMENT FOR THE MANAGEMENT OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY CLIMATE POLLUTION REDUCTION GRANT AWARD

WHEREAS, Kane County, Illinois - Coalition lead applicant; DuPage County, Illinois - subrecipient; Kendall County, Illinois - subrecipient; Lake County, Illinois- subrecipient; Will County, Illinois - subrecipient; City of Aurora, Illinois - subrecipient; City of Batavia, Illinois - subrecipient; City of Elgin, Illinois - subrecipient; City of Highland Park, Illinois- subrecipient; City of Naperville, Illinois - subrecipient; City of Waukegan, Illinois- subrecipient; Village of Downers Grove, Illinois - subrecipient; Village of Mokena, Illinois - subrecipient; and Village of Wheeling, Illinois-subrecipient (hereinafter “the Parties”), are units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the Parties are also public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et. seq.*); and

WHEREAS, the Parties are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law (5 ILCS 220/3); and

WHEREAS, the Congress of the United States has enacted Public Law No. 117-169, the Inflation Reduction Act of 2022, and established the Climate Pollution Reduction Grants Program (CPRG Program) to provide grants of funds intended to address greenhouse gas (GHG) pollution contributing to climate change; and

WHEREAS, the CPRG program is designed to incentivize eligible applicants to apply for funding together as a coalition to implement GHG reduction measures across multiple municipalities; and

WHEREAS, more than two (2) million residents covered by the coalition will benefit from the award by reducing GHG emissions, improving air pollution, and accelerating the transition to a green economy; and

WHEREAS, Kane County has taken the initiative to act as the “lead applicant” for the Coalition and the “pass through entity” for purposes of applying for, administering funds, and managing the program associated with the CPRG grant; and

WHEREAS, Kane County has accepted full responsibility for the performance of the coalition and is be accountable to U.S. Environmental Protection Agency (EPA) for effectively carrying out the full scope of work and the proper financial management of the grant; and

WHEREAS, the lead applicant for the Coalition is required to submit a MEMORANDUM OF AGREEMENT, which provides documentation that the organizations have consulted with each other and are

committed to fulfilling their respective roles and responsibilities to successfully implement the greenhouse gas (GHG) reduction measures described in the application prior to receiving any awarded funds by the EPA; and

WHEREAS, Kane County, as coalition lead and pass through entity, will then distribute CPRG grant funds to coalition subrecipients on a reimbursement basis for eligible expenses.

NOW, THEREFORE, BE IT RESOLVED that the Chair of the DuPage County Board is hereby directed and authorized to execute the attached MEMORANDUM OF AGREEMENT on behalf of the COUNTY and the DuPage County Clerk is hereby authorized to attest thereto; and

BE IT FURTHER RESOLVED that the Deputy Director of DuPage County Facilities Management is hereby authorized to perform all acts and execute any documents necessary for satisfaction of the COUNTY's responsibilities under the MEMORANDUM towards receipt of CPRG Grant Funds; and

BE IT FURTHER RESOLVED that one (1) executed copy of this Resolution and MEMORANDUM OF AGREEMENT be sent to Kane County, by and through the Department of Building and Zoning, Division of Environmental and Sustainability Programs.

Enacted and approved this 11th day of June, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**MEMORANDUM OF AGREEMENT FOR THE MANAGEMENT OF THE EPA
CLIMATE POLLUTION REDUCTION GRANT AWARD**

RECITALS

THIS MEMORANDUM OF AGREEMENT, made by and between the **COUNTY OF KANE (COALITION LEAD APPLICANT)**; and the following **SUB-RECIPIENTS: COUNTY OF DUPAGE; KENDALL COUNTY; LAKE COUNTY; COUNTY OF WILL; CITY OF AURORA; CITY OF BATAVIA; CITY OF ELGIN; CITY OF HIGHLAND PARK; CITY OF NAPERVILLE; CITY OF WAUKEGAN; VILLAGE OF DOWNERS GROVE; VILLAGE OF MOKENA; and the VILLAGE OF WHEELING.**

WHEREAS, the Parties are units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the Parties are also public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et. seq.*); and

WHEREAS, the Parties are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law (5 ILCS 220/3); and

WHEREAS, the Congress of the United States has enacted the Inflation Reduction Act of 2022 and established the Climate Pollution Reduction Grants (CPRG) program to address greenhouse gas (GHG) pollution contributing to climate change; and

WHEREAS, the CPRG program is designed to incentivize eligible applicants to apply for funding together as a coalition to implement GHG reduction measures across multiple municipalities; and

WHEREAS, more than two (2) million residents covered by the coalition will benefit from the award by reducing GHG emissions, improving air pollution, and accelerating the transition to a green economy; and

WHEREAS, the partner agencies committing to participate in the Coalition are: Kane County, Illinois – Coalition lead applicant; DuPage County, Illinois – subrecipient; Kendall County, Illinois – subrecipient; Lake County, Illinois- subrecipient; Will County, Illinois – subrecipient; City of Aurora, Illinois – subrecipient; City of Batavia, Illinois – subrecipient; City of Elgin, Illinois – subrecipient; City of Highland Park, Illinois- subrecipient; City of Naperville, Illinois – subrecipient; City of Waukegan, Illinois- subrecipient; Village of Downers Grove, Illinois – subrecipient; Village of Mokena, Illinois – subrecipient; and Village of Wheeling, Illinois-subrecipient; and

WHEREAS, Kane County is the lead applicant for the Coalition and the “pass through entity” for purposes of applying for, administering funds, and managing the program associated with the CPRG grant; and

WHEREAS, Kane County accepts full responsibility for the performance of the coalition and is be accountable to U.S. Environmental Protection Agency (EPA) for effectively carrying out the full scope of work and the proper financial management of the grant; and

WHEREAS, the lead applicant for the Coalition is required to submit a Memorandum of Agreement (MOA), which provides documentation that the organizations have consulted with each other and are committed to fulfilling their respective roles and responsibilities to successfully implement the greenhouse gas (GHG) reduction measures described in the application prior to receiving any awarded funds by the EPA; and

WHEREAS, Kane County, as Coalition lead, will provide subawards to subrecipients through forthcoming subaward agreements for projects listed in the application as deemed eligible by the US EPA and the subrecipients will be accountable to the Kane County for proper use of EPA funding, successful project implementation, procurement of equipment and contractors consistent with EPA subaward policy and any other state or federal regulations; and

WHEREAS, Kane County, as coalition lead and pass through entity, will distribute CPRG grant funds to coalition subrecipients on a reimbursement basis for eligible expenses; and

WHEREAS, Kane County and the Coalition Partner Agencies of this Agreement find that is in the best interests of their respective local governments, that this undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and,

WHEREAS, purchasing and accounting methods will be in accordance with the subrecipients' governing jurisdiction's established policies and ordinances that govern the requisition and purchase of equipment and supplies; and

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties do hereby agree and covenant as follows:

1. RECITALS

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

For purposes of this Agreement, Kane County shall be referred to as "LEAD" and all subrecipient or partner agencies shall collectively be referred to interchangeably as "SUBRECIPIENTS" or "PARTNER AGENCIES."

2. ELIGIBLE EXPENSES

Subrecipient shall spend funds on allowable costs in compliance with approved awards and any other guidance issued by the Environmental Protection Agency. Subrecipient shall spend funds in accordance with Title 2 C.F.R. 200- Uniform Administrative Requirements, guidance by the Environmental Protection Agency and other applicable state and federal laws. Specific eligible expenses will be determined upon EPA award and included in any subaward agreement.

3. REIMBURSEMENT REQUESTS

Subrecipient agrees to request funds on a reimbursement basis. Detailed instructions on requests for reimbursement will be included in subaward agreement.

4. COMPLIANCE WITH GRANT MONITORING & REPORTING PROVISIONS

The Parties agree that this Agreement requires compliance with the regulations of the State of Illinois and with all applicable state and local orders, laws, regulations and certifications governing any activities undertaken during the performance of the Agreement. This Agreement requires compliance with Title 2 C.F.R. 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and guidance issued by the Environmental Protection Agency and all other applicable federal laws.

Pursuant to 2 C.F.R. § 200.208, LEAD is responsible for ensuring that specific Federal award conditions are consistent with the program design reflected in Section 200.202, including clear performance expectations of recipients as required in Section 200.301.

In furtherance of its responsibilities, LEAD may adjust specific Federal award conditions as needed, in accordance with Section 200.208, based on an analysis of the following factors:

- (1) Based on the criteria set forth in § 200.206;
- (2) The applicant or recipient's history of compliance with the general or specific terms and conditions of a Federal award;
- (3) The applicant or recipient's ability to meet expected performance goals as described in § 200.211; or
- (4) A responsibility determination of an applicant or recipient.

Additional Federal award conditions may include items such as the following:

- (1) Requiring payments as reimbursements rather than advance payments;
- (2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;
- (3) Requiring additional, more detailed financial reports;
- (4) Requiring additional project monitoring;
- (5) Requiring the non-Federal entity to obtain technical or management assistance;
or
- (6) Establishing additional prior approvals.

If LEAD imposes additional Requirements consistent with Section 200.208, it shall notify the SUBRECIPIENT as to:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

Pursuant to Section 200.208, LEAD shall promptly remove any additional Requirements once the conditions that prompted them have been satisfied.

Furthermore, LEAD has the right to conduct monitoring consistent with 2 CFR 200.332. The Parties shall comply with applicable requirements of the Climate Pollution Reduction Grants ("CPRG") program, including, but not limited to the monitoring responsibilities for LEAD and the reporting requirements for SUBRECIPIENTS, as it relates to financial and grant use reporting. The Subrecipient shall participate in lawfully required monitoring activities at the request of LEAD. The LEAD may request reasonable ad-hoc reports and supporting documentation in addition to the reimbursement requests. Failure to submit proper documentation verifying eligible expenses may result in termination of funding and recoupment of awarded funds from the Subrecipient.

Under 2 CFR 200.332(d), LEAD monitoring of the SUBRECIPIENT would include:

- A. Reviewing financial and performance reports required by the pass-through entity.

- B. Following up and ensuring subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from pass through entity.
- C. Issuing management decision for applicable audit findings and resolve audit findings specifically related to subaward.

If a SUBRECIPIENT is noncompliant, LEAD would need to take enforcement action against the non-complying municipality or county. SUBRECIPIENTS understand and agree that LEAD may take one of the following actions, by the authority granted to LEAD under 2 CFR 200.339, if compliance cannot be remedied by imposing additional conditions. Those Actions may include one or more of the following:

1. Temporarily withhold cash payments pending correction.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Federal award.
4. Initiate suspension or debarment proceedings- (pass through entities can recommend the Federal government conduct such proceeding).
5. Withhold further Federal awards for the project or program.
6. Take other remedies that may be legally available.

5. COMPLIANCE WITH GRANT CERTIFICATIONS

The Parties shall comply with all applicable certifications and assurances required by the CPRG program, which is attached hereto and fully incorporated herein as ATTACHMENT B.

6. LIABILITY

The Parties shall each be individually responsible for their own actions and omissions, and for those of their officers, agents and employees, in the performance of this Agreement. Nothing in this Agreement shall be construed as a waiver of a Party's respective immunities or defenses, whether statutory or common law, by reason of any applicable indemnification and insurance provisions, or as an assumption of any duty for the benefit of any third party.

7. INSURANCE REQUIREMENTS

The Subrecipients will carry sufficient insurance coverage to protect any grant funds provided to the Subrecipients under the forthcoming subaward agreements. The insurance coverage shall also be adequate to satisfy any indemnification provisions set forth in the forthcoming subaward agreements.

8. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered to LEAD, shall be an original, but all of which shall together constitute one and the same instrument.

9. TERM & EFFECTIVE DATE

This Agreement shall become effective upon the date of acceptance by *all* of the Parties hereto (hereinafter referred to as the “effective date”). The initial term of this Agreement shall be for a period of three (3) years, commencing upon the Agreement’s effective date.

10. NO THIRD-PARTY BENEFICIARY

The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements, including, but not limited to, subcontractors, subconsultants, and suppliers. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

11. FINAL AGREEMENT OF PARTIES; INTEGRATION - AMENDMENTS

This writing constitutes the final expression of the Agreement of the Parties. It is intended as a complete and exclusive statement of the terms of this Agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions and Agreements that may have been made in connection with the subject matter hereof.

This Agreement may only be amended with the written consent of all Parties hereto, and appropriately executed by all Parties to the Agreement.

12. NOTICES

All notices given or sent hereunder shall be sent by United States Mail, postage prepaid, addressed to respective party at the address set forth on the signature page of this Agreement, or to such other address as the parties may designate in writing from

time to time. A party updating their official notice address shall send said notice to all current and future signatories to this Agreement. Said update is not considered a formal “modification” to the terms of this Agreement.

13. LEGAL AUTHORITY

The Parties represent that all necessary acts have been taken to authorize and approve this agreement in accordance with applicable law, and this Agreement, when executed by the Parties hereto, shall constitute a binding obligation of the Parties, legally and enforceable at law and equity against each.

14. GOVERNING LAW & VENUE

This Agreement shall be interpreted and governed by the laws of the State of Illinois. The parties agree that the exclusive venue for resolving any legal proceedings between them shall be the Sixteenth Judicial Circuit Court of Kane County, State of Illinois, or the United States District Court for the Northern District of Illinois.

15. ASSIGNMENT

This Agreement may not be assigned without the prior written consent of the other Parties, which will not be unreasonably withheld.

16. VALIDITY

If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

17. CONFIDENTIALITY

The parties shall maintain the confidentiality of records, data and other information deemed confidential by another party, except as otherwise required by law. Nothing in this paragraph is intended to impair a party’s compliance with a request for information made pursuant to the Illinois Freedom of Information Act (FOIA).

18. SEVERABILITY

If any provision of this Agreement is held to be invalid, that provision shall be stricken from this Agreement, and the remaining provisions shall continue in full force and effect to the fullest extent possible.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the Parties.

KANE COUNTY, ILLINOIS

By: _____

Date: _____

Corinne Pierog
Kane County Board Chair
Kane County Government Center
719 Batavia Avenue, Building A
Geneva, Illinois 60134

DUPAGE COUNTY, ILLINOIS

By: _____

Date: _____

KENDALL COUNTY, ILLINOIS

By: _____

Date: _____

LAKE COUNTY, ILLINOIS

By: _____

Date: _____

WILL COUNTY, ILLINOIS

By: _____

Date: _____

CITY OF AURORA, ILLINOIS

By: _____

Date: _____

CITY OF BATAVIA, ILLINOIS

By: _____

Date: _____

CITY OF ELGIN, ILLINOIS

By: _____

Date: _____

CITY OF HIGHLAND PARK, ILLINOIS

By: _____

Date: _____

CITY OF NAPERVILLE, ILLINOIS

By: _____

Date: _____

CITY OF WAUKEGAN, ILLINOIS

By: _____

Date: _____

VILLAGE OF DOWNERS GROVE, ILLINOIS

By: _____

Date: _____

VILLAGE OF MOKENA, ILLINOIS

By: _____

Date: _____

VILLAGE OF WHEELING, ILLINOIS

By: _____

Date: _____

ATTACHMENT A

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

Section I. _____

[Title and Description of Subaward including whether the Subaward is for Research and Development]

Section II. Federal Requirements.

A. Federal Award Identification.

1. **Subrecipient:**_____.

2. **Official Contact Information** (Name, Title, Address, Phone, Email): _____

3. **FEIN Number; SAM Registration; Nature of Entity:**

Under penalties of perjury, Subrecipient certifies that _____ is Subrecipient's correct SAM registration number; that _____ is Subrecipient's correct FEIN number; and that Subrecipient is doing business as a Governmental Unit in the State of Illinois.

4. **Amount of Agreement:** The amount of initial CPRG Funds dispensed to the Subrecipient are:_____. Subrecipient agrees to accept LEAD's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

5. **Identification Numbers:** If applicable, the Federal Award Identification Number (FAIN) is: _____, the federal awarding agency is: *United States Environmental Protection Agency*, and the Federal Award date is _____.

Note: The FAIN corresponds with the "Assistance ID No." on the EPA Notice of Award.

6. **Assistance Listing Number and Name for each EPA award used to support**

the subaward: _____.

7. Indirect cost rate for the pass-through entity's Federal award: _____

B. All "flow down" requirements imposed on the subrecipient by the pass-through entity to ensure that the EPA award is used in accordance with Federal statutes, regulations and the terms of the EPA award. The subrecipient is accountable to the pass-through entity for compliance with Federal requirements. In turn, the pass-through entity is responsible to EPA for ensuring that subrecipients comply with Federal requirements.

These requirements include, among others:

1. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
2. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Reporting Subawards and Executive Compensation.**"
3. Limitations on individual consultant fees as set forth in General Condition [2 CFR 1500.10](#) and the General Condition of the pass-through entity's agreement with EPA entitled "**Consultant Fee Cap.**"
4. EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Management Fees.**"
5. The Procurement Standards in [2 CFR Part 200](#) including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants) and Domestic preferences for procurements at [2 CFR 200.322](#).
6. For states and other public recipients, a provision ensuring that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.

Other statutes, regulations and Executive Orders that may apply to subawards are described at [Information on Requirements that Pass-Through Entities must "Flow Down" to Subrecipients](#). Many Federal requirements are agreement or program specific and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice, if necessary.

ATTACHMENT B

CERTIFICATIONS AND ACKNOWLEDGEMENTS OF CPRG SUBRECIPIENTS

All of the Certifications and Assurances listed below are Federal requirements that may apply to SUBRECIPIENTS of EPA funded projects per 2 CFR 200.332(a)(2). This form serves as a notification and acknowledgment of these requirements prior to further pursuing this funding option. Please sign the attestation at the end of the following certifications and assurances, certifying acknowledgment of each of the requirements of the grant program. This shall be completed and submitted with grant application submittals.

Name of SUBRECIPIENT: _____

1. Non-Discrimination Laws

Title VI of the Civil Rights Act of 1964; Section 13 of the Federal Water Pollution Control Act Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; and the Age Discrimination Act of 1975 prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability or age, in programs or activities receiving federal financial assistance.

Pursuant to EPA's regulations on "*Nondiscrimination in Programs receiving Federal Assistance from the Environmental Protection Agency*," in [40 CFR Part 5](#) and [40 CFR Part 7](#), the pass-through entity must agree, and require all subrecipients to agree, not to discriminate on the basis of race, color, national origin, sex, disability or age. The fact that the regulations do not address discrimination on the basis of age *does not* exempt recipients from compliance with the later-enacted Age Discrimination Act.

a. Executive Order 11246

Part III of Executive Order No. 11246 (September 24, 1965) *as amended* prohibits discrimination in Federally assisted construction activities. As provided in section 301 of the Executive Order, Pass-through entities must ensure that subrecipients include the seven clauses specified in section 202 of the Order in all construction contracts. Section 302 defines "Construction contract" as "any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property." Contracts less than \$10,000 are exempt from the requirements of the Order.

b. Executive Order 13798

Executive Order 13798 established a policy of promoting free speech and religious liberty. It reinforces the requirement that religious organizations be allowed to participate in Federal financial assistance programs on an equal footing with other organizations without being required to alter their religious character. States or other public grantees may not condition subawards in a manner that would disadvantage grant applicants based on their religious character.

c. Disadvantaged Business Enterprises

EPA regulations at [40 CFR Part 33, “Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs”](#) set forth requirements for making good faith efforts to ensure that Disadvantaged Business Enterprises, including Minority Business Enterprises and Women’s Business Enterprises receive a fair share of contracts awarded with funds provided by EPA financial assistance agreements. These requirements apply to subrecipients in accordance with [40 CFR 33.102](#) and the definition of “Recipient” in [40 CFR 33.103](#).

d. Consultation with State and Local Officials

The Demonstration Cities and Metropolitan Development Act and the Intergovernmental Cooperation Act instructed federal agencies to consult with local officials to ensure smoother coordination of their assistance programs and to ensure that projects funded under federal programs are consistent with local planning requirements. Similarly, Executive Order 12372 *as amended* (1983) established procedures for intergovernmental review of federal financial assistance projects. EPA has implemented these requirements in [40 CFR Part 29](#).

EPA financial assistance programs subject to intergovernmental review may be found at: <https://www.epa.gov/grants/epa-financial-assistance-programs-subject-executive-order-12372-and-section-204-demonstration>. Executive Order 12372 exempts tribal programs from intergovernmental review.

If intergovernmental review is required, and neither EPA nor the pass-through entity complied with [40 CFR Part 29](#) prior to award because the location of subaward projects had not been determined, the pass-through entity must comply with intergovernmental review requirements after award. Intergovernmental review requirements vary among the states. As provided at [40 CFR 29.9\(d\)](#), if a state does not have a single point of contact for intergovernmental review, the recipient must offer directly affected State, area-wide, regional and local officials an opportunity to comment on the subrecipient’s proposed project.

e. Clean Air Act and Clean Water Act

Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. Disqualified facilities are listed in the [System for Award Management](#). Pass-through entities must ensure that subrecipients are not disqualified and that they are aware of the requirement to check SAM, to determine if facilities that will be used to perform contracts or subawards are listed in SAM.

2. Financial Management Policies

These policies apply to transactions financed by EPA financial assistance funds and apply to both pass-through entities and subrecipients on the basis of either regulatory requirement or the [General Terms and Conditions](#) (T&C) of the pass-through entity’s

agreement with EPA. Pass-through entities should consult with their EPA Project Officer for advice if they have questions regarding how these policies apply to a particular subaward.

a. Federal Funding Accountability and Transparency Act

As set forth in the General Condition of the pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation" the pass-through entity must ensure that subrecipients comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements. Pass-through entities may use the terms of their subaward agreement or other effective means to meet their responsibilities.

b. Suspension and Debarment

The pass-through entities responsibilities are described at [2 CFR Part 180, Subpart C](#) and the "Debarment and Suspension" T&C of the pass-through entity's agreement with EPA. These requirements, which include checking [SAM](#) to ensure that potential contractors, subrecipients and their principals and agents are not suspended, debarred or otherwise ineligible to participate in Federal assistance programs also apply to subrecipients. It is important to note that in addition to being precluded from all first tier contracts and all contracts requiring EPA approval in accordance with [2 CFR 180.220](#), under [2 CFR 1532.220](#), suspended or debarred parties may not receive EPA funded contracts in excess of \$25,000 at any tier. Also, at [2 CFR 1532.995](#) EPA has identified activities that suspended or debarred parties may not perform as a "Principal" in EPA financial assistance agreements and subawards.

c. Limits on Fees Charged by Individual Consultants

EPA's Fiscal Year 2009 Appropriation Act (Pub. L. 111-8) restricts the amount of EPA financial assistance that recipients may use to compensate individual consultants. EPA implements this requirement at [2 CFR 1500.10\(a\)](#) and the "Consultant Cap" T&C. Pass-through entities must ensure that subrecipients comply with the limitation on compensation for individual consultants through the terms of their subaward agreements or another effective means. Additional information regarding when the consultant fee limit applies is available in the [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) and the [Interim General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance](#).

d. Management Fees

EPA policy prohibits recipients and subrecipients from charging management fees or making similar arrangements to receive EPA financial assistance in excess of direct or Federally approved indirect cost rates. This prohibition is implemented by the Management Fees T&C. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

e. New Restrictions on Lobbying, 40 CFR Part 34

All recipients of EPA funds, including subrecipients, are subject to the requirements in 40 CFR Part 34. For example, pass-through entities must ensure that subawards in excess of \$100,000 require that subrecipients submit certification and disclosure forms required by [40 CFR 34.110](#) and the "Lobbying and Litigation" Terms and Conditions.

f. Uniform Grant Guidance Requirements (UGG)

Subrecipients must comply with [2 CFR Part 200](#) requirements, including but not limited to when they award procurement contracts, make subawards, and incur other costs borne by EPA financial assistance. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

g. Build America, Buy America Act

Pass-through entities must ensure subrecipients comply with the Buy America sourcing requirements under the Build America, Buy America (BABA) provisions of the [Infrastructure Investment and Jobs Act](#) (IIJA) (P.L. 117-58, §§70911-70917). The BABA requirements apply to expenditures for projects for which funds have been obligated on or after May 14, 2022 under a Federal financial assistance program for infrastructure, unless the expenditures are subject to an EPA-approved waiver. The BABA provisions require that all of the iron, steel, manufactured products, and construction materials used in these projects be produced in the United States. The BABA sourcing requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-federal funds under one or more awards.

Pass-through entities and subrecipients must implement these requirements in their procurements, and these requirements must be included in the terms of all subawards and contracts at any tier. For descriptions of general applicability waivers, legal definitions and sourcing requirements, pass-through entities and subrecipients must consult EPA's [BABA website](#).

When supported by a rationale provided in Section 70914 of the IIJA, pass-through entities and/or sub-recipients, as appropriate, may submit a project-specific waiver to EPA. Guidance on the submission instructions of an EPA waiver request will be available on the EPA [BABA website](#). A list of approved EPA waivers is available on the EPA [BABA website](#).

3. Environmental Authorities

These requirements typically apply when an EPA funded project involves construction, remediation of contamination in water, soil, or buildings, and similar activities which alter the physical environment. Other environmental laws may apply to a project independent of EPA funding. Financial assistance for research, training, technical assistance and related outreach, environmental education, program operations, or installation of pollution control equipment on vehicles or vessels, are generally not affected by these requirements. Note that this list of environmental authorities is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

a. National Environmental Policy Act

Where applicable, the National Environmental Policy Act (NEPA) requires federal agencies to conduct an environmental review of their proposed actions, with a view toward ensuring informed decision-making and public input. EPA's NEPA regulations are

at [40 CFR Part 6](#), and note that certain EPA actions are exempt from NEPA. Pass-through entities and subrecipients may be required to assist EPA with NEPA compliance, where appropriate.

b. Executive Order No. 12898 (1994)

This Executive Order (E.O.) directs federal agencies to “make achieving environmental justice part of its mission.” Each covered agency is required to identify and address, as appropriate, any “disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations.” One vehicle for EPA’s efforts to address environmental justice concerns is a NEPA analysis. Considering environmental justice generally involves identifying potential adverse effects on minority populations and low-income populations, as well as encouraging early public participation and the development of alternative or mitigating options as appropriate. The terms and conditions of the EPA award may require pass-through entities and subrecipients to assist EPA in ensuring the requirements of the Executive Order are met.

c. National Historic Preservation Act

Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. Under the ACHP’s regulations, consultations generally occur in the first instance with state and/or tribal historic preservation officials, with direct ACHP involvement in certain cases.

EPA funded projects with the potential to affect historic properties – *i.e.*, properties listed in or eligible for listing in the National Register of Historic Places – may implicate this statute. This may include, for instance, EPA-funded projects that involve alteration of structures (*e.g.*, asbestos abatement) that are historic properties or construction/remediation on culturally sensitive lands.

Pass-through entities should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with section 106 of the NHPA.

d. Archeological and Historic Preservation Act

This law applies if archeologically significant artifacts or similar items are discovered after an EPA funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeologic data that may be lost during the construction of federally sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. Pass-through entities must ensure that subrecipients performing construction projects are aware of this requirement and pass-through entities must notify EPA if the AHPA is triggered.

e. Protection of Wetlands, Executive Order 11990 (1973), as amended

EPA funded projects involving new construction in wetlands may implicate this Executive Order. The terms and conditions of the EPA assistance agreement may require pass-through entities to ensure that subrecipients assist EPA in determining whether a proposed project will be located in (or affect) a wetland, and if so, evaluating practicable alternative locations for the project or other mitigation.

f. Flood Plain Management, Executive Order 11988 (1977), as amended, and Executive Order 13690 (2015)

EPA funded projects that are in or will affect a flood plain are covered by these Executive Orders and Water Resources Council guidance. EPA assistance agreement terms and conditions may require pass-through entities to ensure that subrecipients work with EPA to evaluate practicable alternatives or other mitigation to reduce flood risks and protect flood plains.

g. Farmland Protection Policy Act

This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Pass-through entities and their subrecipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.

h. Coastal Zone Management Act

This statute requires EPA to ensure that Agency funded activities in coastal areas are consistent with state coastal zone management plans that have been approved by the Department of Commerce. Pass-through entities and subrecipients should consult directly with the state Coastal Zone Management agency during the planning stages to ensure that the EPA funded project will be consistent with the state's coastal zone management plan.

i. Coastal Barriers Resources Act

This statute restricts federal financial assistance that would encourage development in the Coastal Barriers Resources System, a collection of undeveloped and ecologically sensitive barrier formations along the Atlantic and Gulf Coasts of the United States, and the shore areas of the Great Lakes, and adjacent wetlands, marshes, estuaries, inlets, and near-shore waters. During the planning phase of a proposed project located in the Coastal Barriers Resources System, pass-through entities and subrecipients should consult with the state Coastal Zone Management agency to determine whether a proposed project will have an effect on the system, and if so, the alternative sites or mitigating measures that must be incorporated in the project's design.

j. Wild and Scenic Rivers Act

This statute prohibits federal assistance for water resource projects that would have direct and adverse effects on, invade, or unreasonably diminish, the special values of a congressionally designated wild and scenic river. Pass-through entities and subrecipients should consult with appropriate state or federal (National Park Service or Bureau of Land Management) agency to determine whether the project or any alternatives under

consideration may affect a designated river.

k. Endangered Species Act (ESA)

This statute requires Federal agencies to ensure that their activities are not likely to jeopardize endangered species, adversely modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, in consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in [50 CFR Part 402](#). The ESA consultation process is triggered when an action “may affect” ESA-protected species or critical habitat.

Pass-through entities and subrecipients should coordinate with EPA to ensure consultation occurs where appropriate.”

l. Magnuson-Stevens Fisheries Conservation and Management Act

Magnuson-Stevens Fisheries Conservation and Management Act *as amended* by The Sustainable Fisheries Act of 1996 is intended to manage and conserve Essential Fish Habitats (EFH). The National Marine Fisheries Service (NMFS) administers the Act. Pass-through entities and subrecipients must coordinate with NMFS to determine whether a proposed project may adversely affect an EFH. If an action may adversely affect an EFH, the subrecipient must complete an EFH consultation with NMFS.

m. Clean Air Conformity Act

This statute prohibits any Federal assistance for an activity within a non-attainment or maintenance area that fails to conform to an applicable State Implementation Plan. Pass-through entities and subrecipients should first consult with their state air program’s website to determine if an EPA funded activity is in a non-attainment or maintenance area. If the EPA funded activity is within a non-attainment or maintenance area the pass-through entity and subrecipient should consult with the state air program to determine conformity. Note that EPA regulations at [40 CFR 93.153\(c\)](#) exempt a number of activities including planning, studies, technical assistance and remediation under the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA).

n. Safe Drinking Water Act

Precludes the use of EPA financial assistance for projects that would contaminate sole source aquifers. Pass-through entities and subrecipients must contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the assistance recipient, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground water supplies, the assistance recipient, in consultation with ground water officials, must elect an alternative site or devise adequate mitigating measures.

4. National Defense.

a. Never Contract with the Enemy (P.L. 113-91)

This statute applies only to grants and cooperative agreements that are expected to exceed \$50,000 and that are performed outside the United States, including U.S. territories, and that are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The “Never Contract with the Enemy” restrictions are implemented in 2 CFR Part 180. Recipients must ensure that none of the funds, including supplies and services, received under Federal grants or cooperative agreements are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

b. Prohibition using Federal funds for certain telecommunications and video surveillance services or equipment (Section 889 of P.L. 115-232).

This statute prohibits using Federal funds to procure equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified as subject to the section 889. These entities are recorded in the [System for Award Management](#) exclusion list. Section 889 is implemented in 2 CFR 200.216 and the general terms and conditions of EPA assistance agreements. EPA recipients, subrecipients, and borrowers under EPA funded revolving loan fund programs are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services produced by entities subject to section 889 as a substantial or essential component of any system, or as critical technology as part of any system.

[This space left intentionally blank]

SUBGRANTEE'S VERIFICATION BY CERTIFICATION

Under penalties of perjury as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure (735 ILCS 5/1-1109), the undersigned certifies that he or she is authorized to act on behalf of the subrecipient hereinafter listed and that they have read and understands the Federal requirements that may apply to SUBRECIPIENTS of EPA funded projects, per 2 CFR 200.332(a)(2), which have been listed in the attached document entitled, "ATTACHMENT B: CERTIFICATIONS AND ACKNOWLEDGEMENTS OF CPRG SUBRECIPIENTS."

SUBRECIPIENT MUNICIPALITY

Signature of Authorized Representative

Printed Name

Title

Date



Informational

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-1668

Agenda Date: 6/4/2024

Agenda #: 11.A.

May 23, 2024

Illinois Environmental Protection Agency
Infrastructure Financial Assistance Section
Jasmine Mallory, Project Manager
PO Box 19276
1021 N. Grand Ave. East
Springfield, IL 62794

RE: Bid Review & Certification - Loan Number L17-4262
Woodridge Greene Valley WWTP - Phase I Improvements Project
DuPage County
Fehr Graham Project No. 22-191

Dear Ms. Mallory:

Thank you for your assistance with DuPage County - *Woodridge Greene Valley WWTP - Phase I Wastewater Treatment Plant Improvements* project (WPCLP Loan #L17-4262). Bids were received and opened on May 23, 2024 for this project. The apparent low bidder is Joseph J. Henderson & Son, Inc. in the amount of \$18,319,830.00.

Attached for your review is the bid certification package. When the Notice of Intent to Award is executed by the County Board we will submit it under separate cover.

If you have any questions concerning this request, please call me at 815-656-0830 or email me at bstocks@fehrgraham.com.

Sincerely,

Bridgette Stocks
Sr. Community Development Specialist

CC: Sean Reese - DuPage County

Letter of Transmittal

To: Illinois Environmental Protection Agency
Infrastructure Financial Assistance Section
Jasmine Mallory, Project Manager
1021 N. Grand Avenue East
Springfield, IL 62794

Date: May 23, 2024
Subject: Bid Review & Certification
DuPage - WGV WWTP - Phase 1
Fehr Graham Project No. 22-191

We are sending you the following:

☒ Attached
Via: _____

☐ Report / Permit / Study ☐ Land Survey Drawings ☐ Contract / Agreement ☐ Change Order
☐ Plans / Specifications ☐ Shop Drawings ☐ Calculations ☐ Check
☒ Other: Bid Certification Package

Quantity	Date / No.	Description
1		Bid Certification Package

These Items are Transmitted as Checked Below:

☐ For Distribution ☒ Reviewed ☐ Resubmit ☐ Copies / Review
☒ For Your Use ☐ Reviewed / Revised ☐ Submit ☐ Copies / Distribute
☐ As Requested ☐ Returned for Corrections ☐ Return ☐ Corrected Prints
☐ For Review & Comment ☐ Construction ☐ Examination & Approval ☐ Other: _____

Remarks:

Jasmine, Attached is the Bid Certification Package from the Bid Opening this morning at Dupage County - for the Phase I Improvements to the Woodridge Greene Valley WWTP. It is complete with the exception of the Notice of Intent to Award (NOIA) which will be executed by the County Board in the coming week. As soon as we have the NOIA, we will forward it.

Copy to: _____

Signed: _____
Bridgette Stocks
Sr. Community Development Specialist
bstocks@fehrgraham.com

insight • experience • results

Bidding Review Certification and Checklist for Construction Contracts

DuPage County

Woodridge Greene Valley WWTP - Phase I Improvements

IEPA Loan No. L17-4262

FG Project 22-191

March 23, 2024

DuPage County

Woodridge Greene Valley WWTP

7900 South Route 53

Woodridge, IL 60517

TABLE OF CONTENTS

Bid Certification Form

Attachment 1	Bid Advertisement Publication
Attachment 2	Bid Tabulation
Attachment 3	Signed Bid Package from Contractor
Attachment 3A	Addenda to the Contract Documents
Attachment 4	Consultant's Bid Review & Recommendation Letter
Attachment 5	Notice of Intent to Award
Attachment 6	Debt Authorizing Ordinance

Bidding Review Certification and Checklist for Construction Contracts

Loan Applicant: DuPage County Loan No. L17- 4262

Project Description: Woodridge Greene Valley WWTP - Phase 1 Improvements

Yes No N/a

Documentation Required for Bid Approval

- ☒ ☐ 1. The Bid Advertisement was published in a **DAILY**, regional newspaper, Dodge Reports (<http://dodgeprojects.construction.com/>), or approved equivalent. The ad notified bidders that this procurement is subject to regulations contained in the Procedures for Issuing Loans from the WPCLP or the PWSLP (**circle one**), the Davis-Bacon Act, the Employment of IL Workers on Public Works Act, the President's Executive Order 11246, the federal "Build America, Buy America Act", and the Loan Applicant's policy on the increased use of DBEs. [Ref. 662.620(b) or 365.620(b)]
- A. A copy of both the Newspaper Ad and the Certificate of Publication are attached **OR**
A screenshot of the online ad is attached along with a payment receipt.
- B. Name of Newspaper or Equivalent Daily Herald
- C. Date of Publication 04/11/2024
- D. Date of Bid Opening 05/23/2024 E. Bid Expiration Date 11/19/2024
- ☒ ☐ 2. A copy of the Bid Tabulation is attached. [Ref. 662.620(e)(2)(B) or 365.620(e)(2)(B)]
- A. Number of bids received _____
- B. Amount of lowest BASE bid \$ _____
- C. Amount of highest BASE bid \$ _____
- ☒ ☐ 3. A copy of the proposal (bid) signed by selected contractor is attached. [662.620(e)(2)(D) or 365.620(e)(2)(D)]
- ☒ ☐ 4. The Consultant's Analysis of Bids and Recommendation to Award is attached.
[Ref. 662.620(e)(2)(F) or 365.620(e)(2)(F)]
- ☐ ☒ 5. Applicant has prepared a Notice of Intent to Award and a copy is attached. [Ref. 662.620(e)(2)(E) or 365.620(e)(2)(E)]. The notice is dated Will be submitted under separate cover, after County Board execution.
- A. If any bid alternates (deductive or additive) were accepted, list and include costs.
- ☐ ☐ ☒ B. Accepted Bid Alternates were approved by the Agency's Permit Section?
- ☒ ☐ ☐ 6. The applicant received a minimum 5% Bid Bond or Cashier's Check from the selected contractor and a signed Power of Attorney (for bid bond only). A copy is attached. [Ref. 662 or 365.620(e)(2)(F)].
- ☒ ☐ 7. Selected contractor submitted the lowest, responsive, responsible bid.
- ☐ ☐ ☒ A. If not, is written justification disqualifying the apparent low bidder attached? [Ref. 662.620(e)(4) or 365.620(e)(4)].
- ☐ ☒ B. Has the selected contractor been debarred or suspended? Information may be verified at: <https://beta.SAM.gov>
- ☐ ☒ C. Are there any appeals or protests? Ref. 662.640 or 365.640. **If YES**, alert IEPA.
- ☒ ☐ 8. Has the IEPA issued a valid construction permit for this project? [Ref. 662.350(c) or 365.350(c)].
- A. **If YES**, provide the Issue Date and Permit No. 2023-AB-68372 June 9, 2023
- B. **If NO**, provide an explanation. _____
- ☒ ☐ 9. Bid quantities, major equipment, and suppliers are consistent with the Agency approved Plans & Specifications and/or IEPA Construction Permit.
- ☐ ☐ A. **If NO**, has Agency approved the changes? (Changes must be approved by Permit Section). If not, provide an explanation. _____

- ☒ ☐ 10. Were any addenda issued during the bidding period? [Ref. 662.620(d) or 365.620(d)]
☒ ☐ ☐ A. Copies of all Addenda are attached. All addenda require Agency approval and must be consistent with approved planning.
☒ ☐ ☐ B. Addenda were distributed to all prospective bidders?
☐ ☐ ☒ C. The following addenda were previously submitted & approved by IEPA?
Addenda Numbers _____
☒ ☐ ☐ D. The following addenda will be approved at the time of bid review?
Addenda Numbers _____
☐ ☐ ☒ E. If a supplemental construction permit was issued due to addenda, a copy is attached.
- ☒ ☐ 11. The signed bid proposal contains the Non-Collusion and Certification Statements (verbatim) [Ref. 662.620(c)(6) or 365.620(c)(6)]. **Page No.** _____.
- ☐ ☐ 12. Davis-Bacon Wage Act Compliance - The bid proposal **OR** the contract documents must include the Davis-Bacon Wage Act language (verbatim) as contained within IEPA's example documents. Wage Rate Determinations are normally set on the bid opening date and are available at <https://beta.SAM.gov>. [Ref. 662.620(f)(3) or 365.620(f)(3)]
☒ ☐ A. Davis-Bacon language is in the bidder's PROPOSAL. **Page No.** _____.
☒ ☐ B. Davis-Bacon language is in the CONTRACT documents. **Page No.** _____.
☒ ☐ C. A copy of the applicable Wage Rate Determinations is attached.
- ☐ ☐ 13. The following certifications were received from the selected contractor.
☒ ☐ A. Certification of Nonsegregated Facilities. [Ref. 662.620 or 365.620(f)(6)] **Page No.** _____.
☒ ☐ B. Certificate Regarding Bid Rigging & Rotating (Criminal Code 33E) [Ref. 662.620(c)(6)(A)(iii) or 365.620(c)(6)(A)(iii)] **Page No.** _____.
☒ ☐ C. Certificate Regarding Debarment, Suspension, and other Responsibility Matters. [Ref. 662.620(f)(5) or 365.620(f)(5)] **Page No.** _____.
☒ ☐ D. Certification that all iron, steel, manufactured products, and construction materials used for this project must be produced in the United States. [Build America, Buy America Act] **Page No.** _____.
- ☒ ☐ 14. Federal DBE requirements for this project have been met? (40 CFR Part 33) See attached Pages 3 thru 4. Guidance is available on IEPA's website. [Ref. 662.620(f)(4) or 365.620(f)(4)]
- ☒ ☐ 15. The construction contract completion date OR length of time to complete the project is _____ (date/days). The substantial and/or final completion date(s)/time(s) is in the Contract Documents. **Page No.** _____.
- ☒ ☐ 16. Contractor's list of subcontractors submitting quotes is attached. **If NO**, provide an explanation.
- ☒ ☐ ☐ 17. For line item bids only: Has the IEPA EXCEL line item spreadsheet been submitted to IEPA?

By signing this document, I certify that the above information is, to the best of my knowledge, true and accurate. I agree to fully comply with the State of Illinois' Procedures for Issuing Loans from the Water Pollution Control Loan Program and/or the Procedures for Issuing Loans from Public Water Supply Loan Program. Furthermore, the proposal is consistent with approved specifications for this loan project in terms of quantity, description and eligibility.

Authorized Representative's Printed Name: Nicholas Kottmeyer Title: Public Works Director
Authorized Representative's Signature: [Redacted Signature] Date: 5/23/24

*****Below this line for IEPA Use Only*****

This proposal is approved for award to _____ (insert contractor's name) in the allowable amount of \$ _____ which includes the base bid and any accepted alternates. Ineligible contract costs of \$ _____ were removed. All addenda (Items 10 C & D) have been approved by IFAS and Permits (if necessary). _____ (PM initial)

PM's Signature: _____ Date: _____

Supervisor's Concurrence: _____ Date: _____

Disadvantaged Business Enterprise Review
Construction Contracts/Equipment with Labor Involved

Loan Applicant: DuPage County Loan No. L17- 4262

Loan Applicant Responsibilities

Yes No N/A

- ☒ ☐ ☐ 1. The Loan Applicant has submitted evidence of placing an "advertisement for bids" in a **DAILY**, regional newspaper for a minimum of one day. The advertisement must state, "this procurement is subject to the Loan Applicant's policy regarding the increased use of Disadvantaged Business enterprises". See Item #1 of the "Bidding Review Checklist" and the example advertisement contained within IEPA's "Front End Documents".

If an online advertisement was placed with the "Dodge Reports" or an equivalent website, a screenshot of the advertisement along with the webpage address, and a receipt must be attached.

- ☒ ☐ ☐ 2. Length of bidding period by Loan Applicant allows the potential prime contractor time to advertise for DBE subcontractors. The recommended time is 45 days and the minimum is generally 30 days.
_____ Days

- ☒ ☐ ☐ 3. Loan Applicant held a Pre-bid meeting for potential bidders? A Pre-bid meeting is highly recommended.
_____ Date of Pre-Bid Meeting

Bidder/Prime Contractor Responsibilities

Responsiveness Determination

The following information must be submitted with the bid.

Yes No N/A

- ☐ ☐ ☒ 1. Completed, signed certification from the bidder(s), attesting that the bidder will award no subagreements, including the procurement of equipment, materials, supplies, and services, in the performance of this contract.

OR

- ☒ ☐ ☐ 2. "Certificate of Publication" and copy of the advertisement from a **DAILY**, regional newspaper is attached. If the certificate is not available other evidence/proof of publication such as actual page from the newspaper may be accepted. If an online advertisement was placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the webpage address, and a receipt must be attached. All advertisements must run one day at least 16 days prior to bid opening.

A. Date of Bidder Advertisement 04/11/2024
B. Date of Bid Opening 05/23/2024

Yes No N/A

☒ ☐ ☐

need Bridgett's help
w these questions

3. If DBEs will be utilized, a completed **IEPA DBE Form #3** from each Disadvantaged Business to be utilized attesting that they are a Disadvantaged Business. This form must be signed by the Prime Contractor and Subcontractor, and include the DBE's name, address, telephone number, a description of the work, DBE certifying Agency, and estimated cost of the subcontract.
4. If DBEs will be utilized, a signed certification from the Prime Contractor attesting that the prime contractor has no dominating or conflict of interest with the Disadvantaged Business Enterprise to be utilized. **IEPA DBE Form #1** contains this phrase and may be used for this purpose.
5. Names, addresses, telephone numbers of Disadvantaged Businesses which submitted proposals, but will not be utilized. Justification for their non-utilization must be provided. **IEPA DBE Form #1** may be used to report this information.
6. In instances where the bidder(s) does not receive any inquiries or proposals from Disadvantaged Businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no responses or proposals were received. **IEPA DBE Form #1** may be used to report this information.
7. Prime contractor's list of **all DBE and non-DBE subcontractors** submitting proposals/quotes is attached. List will include names, addresses, e-mails, phone numbers, DBE status, and what work the entity bid or quoted (painting, welding, supplies, etc). List will be maintained during the project & made available upon request. **IEPA DBE Form #4** may be used to report this information.

Responsibility Determination

Yes No N/A

☐ ☐ ☐

1. The Prime Contractor (low, responsive, responsible bidder) must provide DBE subcontractors that have been selected to perform work with a Letter of Intent signed by the Prime Contractor and the DBE subcontractor. The Letter of Intent must describe work that will be performed by the subcontractor and the price of the work.

Comments: _____

By signing this document, I certify that the above information regarding the use of Disadvantaged Business Enterprises is to the best of my knowledge, true and accurate. I understand that DBE forms and guidance documents may be obtained from the IEPA website or by contacting the Infrastructure Financial Assistance Section at 217-782-2027.

Authorized Representative's Printed Name: Nicholas Kottmeyer

Title: Public Works Director

Authorized Representative's Signature: _____

Date: 5/23/24

ATTACHMENT 1

BID ADVERTISEMENT PUBLICATION

SECTION 00 11 13
ADVERTISEMENT FOR BIDS
WGV - WWTP - PHASE 1 IMPROVEMENTS
DUPAGE COUNTY

Sealed Bids for the "WOODRIDGE GREENE VALLEY (WGV) - WWTP - PHASE 1 IMPROVEMENTS" will be received by the DuPage County located at the Jack T. Knuefer Administration Building, 421 North County Farm Road, Wheaton, IL 60187 at the Procurement Division Room 3500B until 10:00 a.m. local time May 23, 2024. At that time, the bids received will be publicly opened and read aloud. The project consists of all work for construction of the following:

- Area 2 - Existing Headworks
 - Demolition
 - Structural Improvements
- Area 3 - Existing Grit Tanks
 - Demolition of Existing Grit Equipment and Grit Tank
 - Structural Modifications
 - New Grit Tanks
 - New Grit Pumps and Grit Washers
 - Modification of Existing Channels
 - Installation of New Owner Procured Blower and Controls
- Area 4 - Aeration Tanks
 - Demolition and Replacement of Slide Gates
 - New Air Main
- Area 8 - Solids Handling Building
 - New TWAS concrete holding tank
 - New grinders and TWAS pumps
- Area 20 - New Bar Screen Building
 - New concrete and masonry structure
 - Fine Screens
 - Compactors
- And all architectural, civil, process, mechanical, electrical, instrumentation, and controls work for a complete and functional wastewater treatment facility.

A mandatory pre-bid meeting for all General Contractors interested in submitting a bid proposal will be held on May 1, 2024, at 10:00 a.m. at the WGV WWTP located at 7900 South Illinois Route 53, Woodridge, Illinois 60517. The meeting will start at the Administration offices for project introduction and questions followed by a tour of the project site. Note: This meeting is mandatory and failure to be present at this meeting will result in the bid not being accepted.

Submitted bids must comply with DuPage County Ordinance FI-O-2020-19, "A Resolution Establishing Responsible Bidder Requirements on Public Works Projects."

Information and Bidding Documents for the Project can be found at the following designated website:
www.fehrgraham.com

Upon accessing the website, Bidders will see a pull-down menu under "Connect". Select "Bidding Documents". Clicking this link will take bidders to the Quest Network Service and will display all projects available for bid through Fehr Graham. On this page, projects will be listed with project numbers assigned by Quest. Potential Bidders can enter the Quest project number 056654 in the field provided to view the full ad for the **DUPAGE COUNTY WGV - WWTP - PHASE 1 IMPROVEMENTS** project and download a complete set of bidding documents from this page for a non-refundable fee of \$100. Please contact QuestCDN.com (857) 233-1582 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

All bids shall be submitted in accordance with the Instructions for Bidders and shall be accompanied by a bid guarantee consisting of a bank cashier's check, bank draft, or an acceptable Bid Bond executed by the Bidder and an acceptable surety in an amount equal to ten percent (10%) of the total bid as provided for under terms of said Instructions for Bidders and Specifications. Complete instructions for filling Bids are included in the Instructions for Bidders.

Illinois Environmental Protection Agency (IEPA) State Revolving Loan Fund (SRLF) Requirements

Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (Illinois EPA) State Revolving Loan Fund (SRLF). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Water Pollution Control Loan Program Loan Program (35IAC Part 602) including:

- Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor;
- The Employment of Illinois Workers on Public Works Act (30 ILCS 570);
- Illinois Works Jobs Program Act (30 ILCS 55920-1); and
- The Federal "American Iron and Steel Requirement" (AIS) requirements (PL 113-76).

Illinois Department of Commerce and Economic Opportunity (DCEO) Requirements

This project is also funded partly by an Illinois DCEO Capital Grant and the selected contractor(s) must comply with the regulations of DCEO's Capital Grant requirements, as indicated in DuPage County's DCEO Grant Agreement #24-413017. The DCEO Capital Grant Project is subject to the following laws and regulations:

- Illinois Prevailing Wage Act (820 ILCS 139);
- Illinois Works Jobs Program Act (30 ILCS 55920-1); and
- Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 5750.01 et seq.).

Business Enterprise Goal (BEP)

This project's BEP goal is governed by the DuPage County's Grant Project #24-413017 which has an overall BEP Goal of 28%. 18% of this goal is for MBE's and 10% of this goal is for WBE's. This combined BEP utilization goal is based on the availability of State-certified vendors to perform the anticipated direct subcontracting opportunities of the Utilization Plan (UP). The BEP Utilization Plan is included as an attachment in the Plans/Specifications for this project.

The loan recipient's policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications. Bidders are also required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4.

Wage Requirements

The contractor shall pay the greater of State of Illinois prevailing wages (820 ILCS 139-12) as required by DCEO and the Federal Davis-Bacon wages provision (40 USC 276a through 276a-5), as required by IEPA SRLF rules and comply with the laws of the State of Illinois on fair employment practices and Equal Opportunity Employment and Business Opportunity.

Any bids failing to include compliance items properly completed will not be read and will not be considered. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the contract documents must be paid on this project, and that the contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.

DuPage County reserves the right to reject all bids if it has documented sound business reasons. Unless all bids are rejected, award will be made to the low, responsive, responsible Bidder after the bid evaluation has been submitted to the IEPA and written notice of the IEPA approval has been received by DuPage County.

Bids may be held by DuPage County for a period not to exceed 180 days from the date of the opening of Bids for the purpose of reviewing the bids and IEPA loan approval.

By submitting a bid, each bidder expressly agrees and promises that he/she/it will comply with all applicable ordinances, statutes and regulations, including but not limited to, the equal employment and affirmative action provisions pertaining to public contracts by Section 2-105 of the Illinois Human Rights Act (codified as Paragraph 2-105 of Chapter 775 of the Illinois Revised Statutes, as amended). DuPage County is an equal opportunity employer and does not discriminate in the award of contracts based on race, religion, sex, age, national origin, color, ancestry, marital status, or mental or physical handicap.

END OF SECTION
Published in Daily Herald April 11, 2024 (4614190)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

DuPage County
Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DuPage County DAILY HERALD**. That said **DuPage County DAILY HERALD** is a secular newspaper, published in Naperville, DuPage County, State of Illinois, and has been in general circulation daily throughout DuPage County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **DuPage County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 04/11/2024 in said **DuPage County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY

Designee of the Publisher of the Daily Herald

Control # 4614190



ATTACHMENT 2

BID TABULATION

BID TABULATION
DuPage County Public Works
Woodridge Green Valley WWTP Phase 1 Improvements
Project No. 22-191
May 23, 2024: 10:00 a.m.

Contractor Name
Total Base Bid As Read
Total Base Bid as Totaled Including Item 1, Table A, Unit Cost Rock Removal

Table A, Unit Cost Items
400 Cubic Yards Rock Removal

Table B, Major Equipment Items
262419 - Motor Control Centers
A - Eaton
B - Square D
C - Allen Bradley
352016.27 - Fabricated Slide Gates
A - Rodney Hunt
A - Hydrogate
A - Whipps
409000 - Instrumentation and Controls for Process Systems
A - Donohue and Associates
411213 - Dumpster Conveyor
A - Dumpster Veyor
432358.23 - Rotary Lobe Pumps
A - Netzsch
432113.11 - Grit Pumps
A - Hayward Gordon
B - Nijhuis-Fairbanks Morse
440600 - Sludge Grinders
A - Vogelsang
B - Franklin Miller
C - JWC
462157/462173 - Perforated Plate Screens & Compactors
A - Saveco-FSM
B - Kusters
462340 - In Line Grit Removal
A - Hydro
462363 - Grit Classifying and Washing Equipment
A - Huber
A - Hydro
A - Lakeside
A - Saveco
A - Kusters

SUM OF MAJOR EQUIPMENT ITEMS
Sum of major equipment items & Supplies from Table B

1	2	3	4
John Burns Company, LLC	JJ Henderson & Son, Inc.	Vissering Construction Company	IHC Construction Companies, LLC
\$ 21,850,000.00	\$ 17,850,000.00	\$ 19,875,000.00	\$ 19,233,000.00
\$ 22,199,830.00	\$ 18,319,830.00	\$ 19,865,000.00	\$ 19,281,000.00

\$ 60,000.00	\$ 70,000.00	\$ 54,000.00	\$ 48,000.00
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\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00
\$ 450,000.00	-	\$ 450,000.00	\$ 650,000.00
\$ 500,000.00	-	\$ 500,000.00	\$ 475,000.00

-	-	-	\$ 465,000.00
-	-	-	\$ 465,000.00
\$ 420,000.00	\$ 420,000.00	\$ 440,000.00	\$ 420,000.00

\$ 399,830.00	\$ 399,830.00	\$ 399,830.00	\$ 399,830.00
---------------	---------------	---------------	---------------

\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	\$ 175,000.00
---------------	---------------	---------------	---------------

\$ 16,823.00	\$ 116,823.00	\$ 116,000.00	\$ 116,823.00
--------------	---------------	---------------	---------------

\$ 50,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00
-	-	-	\$ 405,000.00

\$ 30,000.00	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00
-	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
\$ 33,865.00	\$ 50,000.00	\$ 30,000.00	\$ 33,865.00

\$ 1,250,000.00	\$ 1,250,000.00	\$ 575,000.00	\$ 1,000,000.00
\$ 1,450,000.00	\$ 1,350,000.00	\$ 578,000.00	\$ 1,100,000.00

\$ 540,600.00	\$ 540,000.00	\$ 540,000.00	\$ 540,000.00
---------------	---------------	---------------	---------------

-	-	-	\$ 550,000.00
-	-	-	\$ 550,000.00
-	-	-	\$ 550,000.00
\$ 440,000.00	\$ 440,000.00	\$ 295,000.00	\$ 440,000.00
\$ 600,000.00	\$ 500,000.00	\$ 300,000.00	\$ 475,000.00

At Totaled	\$ 3,722,253.00	\$ 4,131,653.00	\$ 3,320,830.00	\$ 3,871,653.00
As Written	\$ 3,372,423.00	\$ 3,731,823.00	\$ 3,330,830.00	\$ 3,871,653.00

DuPage County Public Works
Woodridge Green Valley WWTP Phase 1 Improvements
Project No. 22-191
May 23, 2024: 10:00 a.m.

LUMP SUM ITEM

TOTAL BASE BID

150 TONS of Type A structural backfill
150 TONS of Type B structural backfill
150 TONS of Type D structural backfill
150 TONS of Type E structural backfill
500 CY of unsuitable material excavation and off-site disposal
500 SY of full depth asphaltic concrete paving

00 45 13	Qualifications Statement
00 45 14	Litigation History
00 45 46.01	Affirmative Action
00 45 46.02	Non-Segregated Facilities
00 45 46.03	Nondiscrimination in Employment
00 45 46.04	Debarment
00 45 46.05	Illinois WPCPL Procedures
00 45 46.06	Criminal Code of 2012 Compliance
00 45 46.07	DBE Participation
00 45 46.08	American Iron and Steel
00 45 46.09	Employment of Illinois Workers Act
00 45 46.10	Illinois Works Apprenticeship
00 43 36	Subcontractor List
00 43 37	Supplier List
00 73 40	BEP Utilization Plan

[illegible]

ATTACHMENT 3

SIGNED BID PACKAGE FROM CONTRACTOR

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>
<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 is 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 mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

and zero Cents
(use words)

OH \$ 2,791,823 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 one 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> (use words)	Dollars
and <u>zero</u> (use words)	Cents
\$ <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 312232.13,

\$ 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.

- XIV. Accompanying this Bid is a Bid Security in the amount of \$ Ten Percent of Amount Bid, which is hereby tendered in accordance with the requirements of the Instructions to Bidders and the Specifications.
- XV. In the event that this Bid is accepted and an award of contract is made to the undersigned BIDDER, the undersigned does hereby covenant and agree to deliver to the Owner the signed and executed Contract and Bonds as specified in the Instructions for Bidders and the Specifications.
- XVI. The undersigned further agrees to begin work within ten (10) days after the execution and acceptance of the Contract, and thereafter to carry on the work diligently and continuously in such manner as to insure final completion and delivery to the Owner of the entire work or equipment under contract in accordance with the provisions of the Contract.

Witness my Hand(s) and Seal on this 23rd day of May, 2024.

If an individual, sign
and give address

Address _____

If a partnership, sign all
individual names and give
address of each partners

Partnership Name _____

Address _____

Name and Addresses
of Individual Partners

If a corporation, officers
duly authorized should sign,
attach corporate seal

Joseph J. Henderson & Son, Inc.

Corporate Name

Address 4288 Old Grand Avenue, Gurnee, IL 60031

By _____

David Henderson, President

Attest:

Linda Zoetmulder, Assistant Secretary

Corporate Seal

END OF SECTION



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

JOSEPH J. HENDERSON AND SON, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 27, 1971, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 12TH day of JANUARY A.D. 2024 .





JOSEPH J. HENDERSON & SON, INC.
GENERAL CONTRACTOR
ESTABLISHED 1928

4288 Old Grand Avenue
Gurnee, Illinois 60031
Phone: 847-244-3222
Fax: 847-244-9572

**RESOLUTION OF THE BOARD OF DIRECTORS OF
JOSEPH J. HENDERSON & SON, INC., AN ILLINOIS CORPORATION**

At a special meeting of the Board of Directors of Joseph J. Henderson and Son, Inc., an Illinois Corporation, held February 26, 2021 at the Corporate office at 4288 Old Grand Avenue, in the Village of Gurnee, Illinois, at the hour of 6:00 P.M., pursuant to Waiver of Notice by all the directors of said corporation, the following resolution was unanimously adopted:

RESOLVED that David A. Henderson, President, or Thomas Henderson, Principal, is hereby authorized to execute on behalf of the Corporation, all documents including but not limited to bids, proposals, bonds and all contract documents; and that Jacqueline Henderson, Secretary of the Corporation, and Linda Zoetmulder, Assistant Secretary of the Corporation, are hereby authorized to attest to their signatures on said documents.

There being no other business to come before the meeting, the meeting was adjourned.

APPROVED:





JOSEPH J. HENDERSON & SON, INC.
GENERAL CONTRACTOR
ESTABLISHED 1928

4288 Old Grand Avenue
Gurnee, Illinois 60031
Phone: 847-244-3222
Fax: 847-244-9572

May 23, 2024

Re: DuPage County Woodridge Greene Valley WWTP
Phase 1 Improvements
Woodridge, IL

Individual cities and municipalities regulate the construction industry in the State of Illinois. Prior to commencing work on the DuPage County Woodridge Greene Valley WWTP Phase 1 Improvements project, Joseph J. Henderson & Son, Inc. will apply for licensure or permits based on the limitations and regulations set forth by DuPage County, Illinois.

SECTION 00 41 00.01

**OWNER SUPPLIED EQUIPMENT
TURBO BLOWER**

BIDDER has thoroughly reviewed Shop Drawing for the Owner Supplied Equipment - Turbo Blower provided in the Appendix to these Specifications and acknowledges and understands:

1. The scope of the Owner Supplied Equipment- Turbo Blower
2. The complete installation requirements for the Owner Supplied Equipment-Turbo including but not limited to:
 - Dimensions and Clearances
 - Electrical and Control Requirements and Connections
 - Mechanical Requirements and Connections



David Henderson, President

~~Bidder Signature Required~~

END OF SECTION

SECTION 00 41 00.02

GUARANTEED PRICE – SYSTEMS INTEGRATION

BIDDER has thoroughly reviewed the scope, terms and pricing for Systems Integration and takes no exceptions.

[Redacted Signature]

David Henderson, President

Bidder Signature Required

END OF SECTION



ENGINEERING SERVICES AGREEMENT

**DUPAGE COUNTY WOODRIDGE GREENE VALLEY WWTP PHASE 1
IMPROVEMENTS
(Project)**

This Agreement is by and between:

_____ (Contractor)

and

Donohue & Associates, Inc. (Donohue)
1502 Magnavox Way
Suite 260
Fort Wayne, IN 46804

Who agree as follows:

Contractor hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Contractor. Contractor and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR CONTRACTOR

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: _____

Printed Name: _____

Title: _____

Date: _____

1. Instrumentation

The following instrumentation shall be provided as shown on the P&IDs and in accordance with the specifications. All instrumentation shall be delivered to the Contractor for field installation. Donohue shall provide setup and configuration of provided instrumentation.

Specification Number	Specification Title	Instrument Tag Number
28 33 00	Gas Detection and Alarm Systems	120-AE/AIT-010401
28 33 00	Gas Detection and Alarm Systems	120-YA-010401
40 91 23.39	Radar Level Meters	120-LE-010102
40 91 23.39	Radar Level Meters	120-LE-010102
40 91 23.39	Radar Level Meters	120-LE-010103
40 91 23.39	Radar Level Meters	102-LE-010101
40 91 23.39	Radar Level Meters	103-LE-020301
40 91 23.39	Radar Level Meters	103-LE-020302
40 91 23.39	Radar Level Meters	108-LE-101501
40 91 23.39	Radar Level Meters	108-LE-101502
40 91 23.40	Thermal Mass Flowmeters	104-FE/FIT-030501
40 91 23.40	Thermal Mass Flowmeters	104-FE/FIT-030502
40 91 23.40	Thermal Mass Flowmeters	104-FE/FIT-030503
Not in specs	TWAS Annular Seal with PI/PSH	108-PI/PSH-101701
Not in specs	TWAS Annular Seal with PI/PSH	108-PI/PSH-101702

2. Modifications to Existing Plant PLC Panels

102-PLC-1 – INFLUENT BUILDING

Per specification 40 91 23-3.06 one new radar level element (102-LE-010101) shall be provided for Wet Well Level Monitoring. Contractor shall be responsible for installation and wiring of the new radar level element to 102-PLC-1. Record drawings of 102-PLC-1 indicate there are adequate spare analog inputs available without adding PLC hardware.

103-PLC-1 – GRIT REMOVAL BUILDING

It is assumed based on Owner Procurement Shop Drawings from Neuros that the new Turbo Blowers will not be hardwired into the existing 103-PLC-1 as shown on PID-7. PLC modifications for hardwired I/O for the new blowers is excluded in this agreement. Per the shop drawings, the four individual blowers will be connected to a Neuros provided Master Control Panel (MCP) over Ethernet. The MCP is provided to control the four blowers per the specifications. Existing DO probes are to remain as-is and all new air flow meters and flow control valves are shown being controlled by the 103-PLC-1. The Blower MCP and 103-PLC-1 will pass Ethernet data back and forth to monitor and control the aeration process. The Neuros MCP shall be connected by the Contractor to the existing Plant Process Control Network to allow Ethernet communication between 103-PLC-1 and the MCP to remotely adjust the setpoints in the MCP.

Additional PLC modules will be installed in 103-PLC-1 to accommodate the remainder of the I/O signals shown on the PIDs. Based on the IO Schedule on PID-9 and PID-10 and review of the existing record drawings, there will be two additional digital input modules, no digital output modules, two

5. Field I/O Testing, Startup, and Functional Testing

Donohue will perform Field I/O testing of all signals. Donohue shall be responsible for preparing test procedures and signoff sheets. Donohue will verify functionality of each I/O point ensuring the signal provided is indicated in the PLC, HMI graphics, and alarm notification system as required.

Donohue will provide startup and functional testing of equipment to ensure functionality meets the design intent. The specified Functional Descriptions will be used for the basis of the functional testing.

6. Operations and Personnel Training

Donohue will provide technical training on the SCADA system and its various components. Training under this agreement is intended to instruct Owner personnel on the use of the SCADA system. Training will cover securely logging into the system, launching applications, using remote access, managing credentials, launching and building reports and/or trends, and use of alarming. Specific process operations training and equipment training will be covered by a combination of the O&M Specialist under the Construction Administration agreement with the Design Engineer and the vendors providing equipment. Technical training will be provided as follows:

1. SCADA system access training will instruct personnel on general procedures for accessing the SCADA system and the various software components.
2. PLC program review training for maintenance personnel to review the PLC programming, general navigation, organization, and basic functionality of the PLC programs. This training is intended for a basic level of understanding for troubleshooting and maintenance purposes.
3. HMI Graphic and Operations Training will be provided for operations personnel to review the HMI graphics, general navigation, and functional control of the process equipment.
4. Historian and Reporting Training will be provided for personnel that will need access to the historical data and reporting tools. Training will cover basic procedures for retrieving historical data, developing trends, and creating reports.

7. Documentation and O&M Manual

Upon Substantial Completion of the construction project, Donohue will provide a final O&M Manual in modifiable electronic format as follows:

1. Network Configuration Details
2. PLC application programs
3. OIT application programs
4. Backup of SCADA system

**PART II-B
OWNER RESPONSIBILITIES**

- A. In addition to other assumed responsibilities of Owner set forth in this Agreement, it is also assumed that Owner shall:
 - 1. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
 - 2. Owner shall be responsible for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.

**PART III
COMPENSATION, BILLING AND PAYMENT**

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be a lump sum of \$399,830.00
- B. Donohue will bill Contractor monthly, with net payment due in 30 days. The invoice will contain a calculation of the amount of lump sum due based on percentage of Project completed during the billing period.
- C. Donohue will notify Contractor if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Contractor.

SECTION 00 43 13

BID SECURITY FORM

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned:

NAME OF CONTRACTOR Joseph J. Henderson & Son, Inc.
ADDRESS OF CONTRACTOR 4288 Old Grand Avenue
Gurnee, IL 60031

a (Corporation, Partnership, or Individual), hereinafter called Principal, and

NAME OF SURETY Continental Casualty Company
ADDRESS OF SURETY 151 N. Franklin St.
Chicago, IL 60606

hereinafter called Surety, are held and firmly bound unto the **DUPAGE COUNTY**, hereinafter called **OWNER**, in the penal sum \$ Ten Percent of Amount Bid, (10%) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

Signed, this 23rd day of May, 20 24. The Condition of the above obligation is such that whereas the Principal has submitted to **DUPAGE COUNTY** a certain BID, attached hereto and made a part hereof to enter into a contract in writing, for the **WGV - WWTP -PHASE 1 IMPROVEMENTS**.

NOW, THEREFORE,

- a. If said BID shall be rejected, or
- b. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Joseph J. [REDACTED]

RACTOR

BY: _____

NAME: DAVID HENDERSON (PRINCIPAL)

TITLE: PRESIDENT

ADDRESS: 4288 Old Grand Avenue, Gurnee, IL 60031

CONTRACTORS CORPORATE SEAL

ATTEST

BY: [REDACTED]

NAME: LINDA JOELMULDER (PRINCIPAL SECRETARY)

TITLE: ASSISTANT SECRETARY

ADDRESS: 4288 Old Grand Avenue, Gurnee, IL 60031

WITNESS AS TO PRINCIPAL

BY: [REDACTED]

NAME: Christine A. Tate

TITLE: Project Accountant

ADDRESS: 4288 Old Grand Avenue, Gurnee, IL 60031



SURETY

BY

NAME: Kimberly Bragg

(ATTORNEY IN FACT)

(ATTACH VERIFICATION OF POWER OF ATTORNEY)

TITLE: Vice President – Surety Team Lead, ChicagoADDRESS: 151 N. Franklin St., Chicago, IL 60606

SURETY CORPORATE SEAL

WITNESS AS TO SURETY

BY:

NAME: Sarah E. GreenADDRESS: 151 N. Franklin St., Chicago, IL 60606

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

END OF SECTION

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kimberly Bragg, Individually

of Chicago, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond

Principal: Joseph J. Henderson & Son, Inc.

Obligee: DuPage County

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of January, 2024.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten

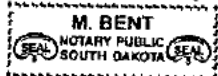
Vice President

State of South Dakota, County of Minnehaha, ss.

On this 9th day of January, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say, that he resides in the City of Sioux Falls, State of South Dakota, that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 23rd day of May, 2024.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies")

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 43 36

SUBCONTRACTORS LIST

To be submitted the day after Bids are received by 2:00 p.m., prevailing time, to the Engineer, Fehr Graham, 230 S. Woodlawn Avenue, Aurora, IL.

- The subcontractors listed below and any subcontractor performing more than 1.0% of the work must be listed.
- Changes may not be made after this form is submitted.
- If self-performing work, indicate below as "Self Performed". The Affidavit of Experience must show similar work as being "Self Performed" in the past.
- A complete and detailed schedule of values is to be submitted prior to the Execution of the Agreement.

Subcontractor's Name	Work Description	Dollar Amount
Self Performed	EXCAVATOR	\$1,970,000.00
Self Performed	SHORING	\$ 305,000.00
Self Performed	CONCRETE FORMING, PLACEMENT, STRIPPING	\$1,773,000.00
Tri-Ant	CONCRETE REINFORCEMENT	\$ 896,320.00
Ebben Masonry	MASONRY	\$ 339,400.00
Self Performed	UNDERGROUND UTILITY PIPING	\$ 500,000.00
Self Performed	MECHANICAL – PROCESS PIPING	\$2,513,635.00
Self Performed	MECHANICAL – PLUMBING	Included in Mechanical Process Piping
Chicago Area Plumbing & Mechanical	MECHANICAL – HVAC	\$ 895,000.00
Associated Electric	ELECTRICAL	\$1,770,483.00
G.P. Maintenance	PAINTING	\$ 385,500.00
Sterling Roofing	ROOFING	\$ 175,960.00
Allied Landscaping	LANDSCAPER	\$ 15,300.00

Subcontractor's Name	Work Description	Dollar Amount
Romero Steel Company	Structural & Misc. Steel	\$ 557,000.00
Alpine Demolition	Demolition	\$ 560,000.00
Ortiz Contracting Group	Mechanical Equipment & Materials	\$2,423,591.00
J. Ave Development	Trucking	\$ 400,000.00

END OF SECTION

SECTION 00 45 13

AFFIDAVIT OF EXPERIENCE

**WGV - WWTP - PHASE 1 IMPROVEMENTS
DUPAGE COUNTY**

STATE OF Illinois)
COUNTY OF Lake)SS

EVIDENCE OF EXPERIENCE FOR THOSE ITEMS IDENTIFIED AS BEING "SELF PERFORMED" IN THE LISTING OF SUBCONTRACTORS IN THE BID FORM MUST BE PROVIDED BELOW OR THE BID WILL BE CONSIDERED NON-RESPONSIVE.

Joseph J. Henderson & Son, Inc., hereinafter called Principal, Corporation, Partnership, or Individual and which has done work for the following parties of the general kind and approximate magnitude under this contract:

Name of Owner	Phone#	Job Description	\$Amount
Village of Twin Lakes	(262) 877-2858	Wastewater Upgrades Twin Lakes WWTF and Lift Station Twin Lakes, WI	\$11,734,382.04
Fox River Water Reclamation District	(847) 742-2068	FRWRD North Water Reclamation Facility Phosphorus Removal	\$23,244,860.75
City of Iowa City, Iowa	(319) 887-6104	Iowa City WWTF Consolidation Project	\$43,714,093.52
Village of Itasca	(630) 773-2455	Itasca WWTP Facilities Improvements	\$4,677,196.52

and that Joseph J. Henderson & Son, Inc. (Name of said Principal, Corporation, Partnership or Individuals) available for immediate use on the proposed work the following plant and equipment:

Equipment	Type/Size	Year Built	Equipment	Type/Size	Year Built
See attached list of equipment					

and that Lynn Douglas will be assigned to work under this contract, and that
(Name of Superintendent)

their experience in this kind of work is as follows:

Name of Job	Engineer or Owner	Phone#
Bittersweet WRF Improvements Bartlett, IL	Village of Bartlett	630-837-0811
Albin D. Pagorski WRF Phosphorus Removal-Liquid Facilities Elgin, IL	Fox River WRD	847-742-2068
Vernon Hills Water System Electrical & Mechanical Upgrade Eight Locations in Vernon Hills, IL	Lake County Public Works Department	847-377-7500
North Shore WRD Waukegan Aeration System Modifications Project 13R02 Waukegan, IL	North Shore Water Reclamation District	847-623-6060

JOSEPH J. HENDERSON & SON, INC. EQUIPMENT LIST	
<i>Model/Type</i>	<i>Year</i>
JJH Site Office Trailer	
CASE 1845C	1995
CASE 1845C	1994
CASE 1845C	1995
CASE 1845C	1992
CASE 1845C	1988
CASE 1845C	1999
CASE 1845C	1997
CASE 1845C	1998
CASE 1845C	1998
CASE 85XT	2001
TRAK INT. 6036	1995
TRAK INT. 8042	1999
LULL 644D	
TRAK INT. 3606	1999
LULL 1044C-54	
Skytrak 8042	
CAT TH460B	
Wacker TH 627 - Compact Telehandler	2020
RT760 GROVE Crane	
GROVE RT760E	
P&H Carry Deck Crane	1997
CATERPILLAR D4C-7 DOZER	
CATERPILLAR D5 LGP DOZER	2000
CATERPILLAR D5 GXL DOZER	2006
JOHN DEERE 750C LGP	2000
HITACHI ZX 450 LC	
CAT 235 EXCAVATOR	1984
CAT 305CR MINI EXCAVATOR	2005
LONKING 6235 EXCAVATOR	2014
Case CX55 Mini Excavator	
Liugong CLG908D Excavator	2017
JOHN DEERE 350G LC FT4	2015
JOHN DEERE 135G	2013
Doosan DX300LC-3	
Case CX57C Mini Excavator - Long Arm	2019
JOHN DEERE 135G	
HITACHI EX200LC	
CATERPILLAR 963C	
Kubota Track Skid Loader SVL-90-2	2015
Kubota Track Skid Loader SVL-90	2014
Kubota Track Skid Loader SVL-95-2	2018
CATERPILLAR 963	1991
Kubota Track Skid Loader SVL-95-2SHC	2019
Kubota Track Skid Loader SVL-90-2HC	
Kubota Track Skid Loader SVL-97-2HC	
Airman Compressor model # PDS130S	
Airman Compressor model # PDS185S	
Airman Compressor model # PDS185S	
Wacker Generator model # G25	
Generator model # G25 110v / 480v Good	
Generator model # G25 110/480v good	

JOSEPH J. HENDERSON & SON, INC. EQUIPMENT LIST	
<i>Model/Type</i>	<i>Year</i>
Tow Behind Light Tower	
Magnum Light Tower MLT3060M	
Magnum Light Tower MLT3060M	
Maverick Welder K4382-1	
CAT 416B Combination Hoe	
Lonking Loader	
Morooka Offroad Truck	
Skyjack 3220	
Skyjack 3226	
Skyjack 3226	
TEREX TB 44	
Ground Heater-E2200	2004
Ground Heater-E2200	2004
Ground Heater-E3000-06	2006
Ground Heater-E3000	2002
Wacker RT 820 Compactor	
Wacker Diesel Compactor BPU 6065	
Sakai Roller SV414	
Wacker Diesel Plate Compactor BPU 5545	
Wacker Diesel Plate Compactor DPU4545H	
Wacker Gas Plate Compactor	
V lift forklift model# SF300	
Viper Forktruck	
Cushman Minute Miser	
Benford Buggy TS402J	
Broce MFG Co KR350 Broom	
Target Walk Behind Saw - Self-Propelled	
Small Walk Behind Saw	

CERTIFICATION:

BY: Joseph J. Henderson & Son, Inc.

CONTRACTOR

NAME: David Henderson (PRINCIPAL)

TITLE: President

ADDRESS: 4288 Old Grand Avenue, Gurnee, IL 60031

CONTRACTORS CORPORATE SEAL

ATTEST

BY: [REDACTED]

NAME: Christine A. Tate (NOTARY PUBLIC)

TITLE: Project Accountant

ADDRESS: 4288 Old Grand Avenue
Gurnee, IL 60031

OFFICIAL SEAL
CHRISTINE A TATE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires November 5, 2025

END OF SECTION

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SECTION 00 45 14
AFFIDAVIT OF LITIGATION HISTORY

STATE OF Illinois)
COUNTY OF Lake)SS

I, David Henderson, on oath state that the information presented below is a complete accounting of the last ten years of litigation history for the Contractor:

YEAR	CASE/ DOCKET NUMBER	COURT OF JURISDICTION	INDICATE IF CONTRACTOR WAS PLAINTIFF OR DEFENDANT	INDICATE THE NAME OF THE OPPOSING PARTY or PARTIES	<u>DISPOSITION OF CASE</u>
					INDICATE MONETARY AWARD TO PLAINTIFF/ DEFENDANT / OR SETTLEMENT OR CURRENTLY 'ON-GOING'
See attached list					

Add Additional pages if necessary.

Year Filed	Plaintiffs	Case Name	Defendants	Court Jurisdiction	Docket Number	Disposition of Case	nature of dispute
2014	Landscapes by Gary Weiss (Subcontractor)	v Joseph J. Henderson & Son, Inc.		McHenry County, IL	14AR363	April, 2015 Settled	Subcontractor filed a lien to collect alleged moneys owed.
2016	Joseph J. Henderson & Son, Inc.	v Travelers Property Casualty Co. of America		Southern District of Iowa	3:16-cv-00048-JAJ-CFB	February, 2018 awarded to JJH	Claim for damages against Builder's Risk policy due to a Wind Storm event.
2017	S.M. Hentges & Sons, Inc. and Shank Constructors, Inc. (subcontractor)	v Joseph J. Henderson & Son, Inc. Continental Casualty Company City of Iowa City		Iowa District Court Johnson County, IA	SM Hentges judgement October, 2018 Awarded to JJH Shank portion settled LACV078676		Subcontractor filed a claim to collect alleged moneys owed.
2019	Don Gordon	v Joseph J. Henderson & Son, Inc. 3CD Corporation		Cook County, IL	19L008992	October, 2023 Settled	Subcontractor's employee was allegedly injured on our jobsite and filed suit. Defense picked up by our Subcontractor.
2019	Jhonny Guaman	v Brian Stevens Joseph J. Henderson & Son, Inc.		Cook County, IL	19L001797	Settled - 80,000 August 17, 2021	Claimant alleged injury resulting from an accident with our employee driving a company truck.
2022	Nathan Kankowske	v Gibson Electric Co, Inc. Joseph J. Henderson & Son, Inc.		Cook County, IL	2021 L 001653	Settled February, 2024	Owner's employee was allegedly injured on our jobsite and filed suit. Defense picked up by our Subcontractor.

CERTIFICATION:

CONTRACTOR

BY:

(PRINCIPAL)

NAME: David Henderson

TITLE: President

ADDRESS: 4288 Old Grand Avenue, Gurnee, IL 60031

CONTRACTOR CORPORATE SEAL

ATTEST

BY:

(PRINCIPAL SECRETARY)

NAME: Linda Zoetmulder

TITLE: Assistant Secretary

ADDRESS: 4288 Old Grand Avenue, Gurnee, IL 60031

SUBSCRIBED AND SWORN TO

Before me this 23rd day of May, 2022.

Notary Public



END OF SECTION

22-191 - DUPAGE COUNTY
WGV - WWTP - PHASE 1 IMPROVEMENTS
PROCUREMENT AND CONTRACTING REQUIREMENTS

AFFIDAVIT OF LITIGATION HISTORY
00 45 14 - 2

SECTION 00 45 46.01

AFFIRMATIVE ACTION FOR EQUAL EMPLOYMENT OPPORTUNITY

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. **The Business Enterprise Program ("BEP") utilization goals of DCEO Grant Agreement#24-413017 shall apply and be 28 percent based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this plan. The goal is comprised of 18 MBE and 10 percent WBE and PBE or a combined goal of 28 percent.**

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

41 CFR 60

60-4.1 Scope and Application.

This part applies to all contractors and subcontractors that hold any Federal or federally assisted construction contract in excess of \$10,000. The regulations in this part are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or non-federally assisted

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65977, OCT. 3, 1980]

60-4.3 Equal Opportunity Clauses.

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

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

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

their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

- a.** Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b.** Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c.** Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore; along with whatever additional actions the Contractor may have taken.
- d.** Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e.** Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f.** Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g.** Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h.** Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing

women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

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

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

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

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65978, OCT. 3, 1980]

60-4.4 Affirmative Action Requirements.

(a) To implement the affirmative action requirements of Executive Order 11246 in the construction industry, the Office of Federal Contract Compliance Programs previously has approved affirmative action programs commonly referred to as "Hometown Plans," has promulgated affirmative action plans referred to as "Imposed Plans" and has approved "Special Bid Conditions" for high impact projects constructed in areas not covered by a Hometown or an Imposed Plan. All solicitations for construction contracts made after the effective date of the regulations in this part shall include the notice specified in § 60-4.2 of this part and the specifications in § 60 4.3 of this part in lieu of the Hometown and Imposed Plans including the Philadelphia Plan and Special Bid Conditions. Until the Director has issued an order pursuant to § 60-

(b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.6 Goals and Timetables.

The Director, from time to time, shall issue goals and timetables for minority and female utilization, which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

[45 FR 65978, OCT. 3, 1980]

60-4.7 Effect on Other Regulations.

The regulations in this part are in addition to the regulations contained in this chapter, which apply to construction contractors and subcontractors generally. See particularly, 41 CFR 60-1.4 (a), (b), (c), (d), and ©; 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR Part 60-3; Part 60-20; Part 60-30; Part 60-40; and Part 60-50.

60-4.8 Show Cause Notice.

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in paragraphs (i) through (iv) of 41 CFR 60-2.2©(1). If the contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): *Provided*, That where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.9 Incorporation by Operation of the Order.

By operation of the order, the equal opportunity clause contained in § 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in § 60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in § 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

END OF SECTION

SECTION 00 45 46.02

CERTIFICATION OF NONSEGREGATED FACILITIES

U.S. ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATION OF NONSEGREGATED FACILITIES

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

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his file

Signature

05/23/24

Date

David Henderson, President

Name and Title of Signer

(Please type)

Joseph J. Henderson & Son, Inc.

Firm Name

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

END OF SECTION

SECTION 00 45 46.03

NONDISCRIMINATION IN EMPLOYMENT FORM

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

To: District Council of Carpenters & Millwrights, Cement Finishers, Laborers, Operating Engineers 150, Pipe Fitters 597

(Name of union or organization of workers)

The undersigned currently holds contract(s) with DuPage County, Illinois

(Name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.



David Henderson

President

Joseph J. Henderson & Son, Inc.

(Contractor or Subcontractor)

05/23/24

(Date)

END OF SECTION

SECTION 00 45 46.04

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

EPA Project Control #: L176123

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant to the best of its knowledge and belief that it and its principles:

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

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

David Henderson, President

(Signature of Authorized Representative)

05/23/24

(Signature of Authorized Representative)

(Date)

☐ I am unable to certify the above statements. My explanation is attached.

EPA FORM 5700-49 (11-88)

SECTION 00 45 46.05

PROCEDURES FOR ISSUING LOANS FROM THE WATER POLLUTION CONTROL LOAN PROGRAM

Section 365.420(b)(2) Change Orders

A) When the loan recipient authorizes the contractor to add, delete, or revise the work within the general scope of the contract documents or authorizes an adjustment in the contract price or contract time, the loan recipient shall submit a change order to the Agency.

B) For each change order, the loan recipient shall submit to the Agency for approval the following documentation:

- i) one copy of the fully executed change order signed by the loan recipient, construction engineer, and the contractor; and
- ii) a description of any changes, with justification for the changes.

C) Prior approval by the Agency of a change order is required when a change order results in:

- i) alterations in design scope that require a modification to a construction permit; or
- ii) an increase in the amount of loan funds needed to complete the project.

D) Failure to give timely notice of proposed project changes or action by the loan recipient that is not consistent with the Agency's determination on those changes may result in disallowance of loan participation for costs incurred that are attributable to the change.

Section 365.620(f) Required Construction Contract Provisions

Each construction contract shall include the following provisions:

1) Audit; access to records:

A) The contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under Section 365.420 (b)(2) of the loan rules and a copy of the cost summary submitted to the owner. The Illinois Auditor General, the owner, the Agency, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. The contractor shall provide facilities for access and inspection.

B) For a formally advertised, competitively awarded, fixed price contract, the contractor shall include access to records as required by subsection (a)(1)(A) of the loan rules for

all negotiated change orders and contract amendments in excess of \$25,000 that affect the contract price. In the case of all other prime contracts, the contractor shall agree to include access to records required by subsection (a)(1)(A) in all contracts and all tier subcontracts or change orders more than \$25,000 that are directly related to project performance.

C) Audits shall be in accordance with auditing standards generally accepted in the United States.

D) The contractor shall agree to the disclosure of all information and reports resulting from access to records required by subsection (a)(1)(A). When the audit concerns the contractor, the auditing

6) Nonsegregated facilities provisions

The contractor shall be required to submit a Certification of Nonsegregated Facilities on forms provided by the Agency.

7) American Iron and Steel

The contractor shall be required to use American Iron and Steel, if required by USEPA for that fiscal year.

8) A clause that provides:

"No contractor or subcontractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under the WPCLP. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

Section 365.620(g) Subcontracts Under Construction Contracts

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by the prime contractor shall comply with:

- 1) All applicable provisions of federal, State and local law;
- 2) All provisions of Part 365 regarding fraud and other unlawful or corrupt practices;
- 3) All provisions of Part 365 with respect to access to facilities, records, and audit of records; and
- 4) All provisions of subsection 365.620(f)(5) that require a Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with any controlling federal Executive Orders.

Section 365.620(h) Contractor Bankruptcy

In the event of a contractor bankruptcy, the loan recipient shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company, including any proposed settlement. The Agency may participate in those negotiations and will advise the loan recipient of the impact of any proposed settlement to the loan agreement. The loan recipient shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

Section 365.620(i) Access

Every contract entered by the loan recipient for construction work, and every subagreement, shall provide the Agency representatives with access to the work. The contractor or subcontractor shall provide facilities for such access and inspection.

Section 365.640(c) Remedies

All claims, counter-claims, disputes and other matters in question between the recipient and the contractor arising out of, or relating to, a subagreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the State.

END OF SECTION

**BIDDER CERTIFICATION REGARDING COMPLIANCE WITH
ARTICLE 33E-11 "CRIMINAL CODE OF 2012"**

I, David Henderson, do hereby certify that:

Corporate Seal (where appropriate)

OFFICIAL SEAL
CHRISTINE A TATE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires November 5, 2025

SECTION 00 45 46.07

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION SPECIFICATION AND FORMS

I. Disadvantaged Business Enterprise Policy

- A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses (DBEs). In complying with this requirement, contractors are required to take affirmative steps to ensure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.
- B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program and the **DUPAGE COUNTY's** policy and procedures for complying with these requirements.
- C. The DCEO Business Enterprise Program goals that exceed those as required by the award conditions of the USEPA's Assistance Agreement shall apply.

This utilization plan includes a specific Business Enterprise Program ("BEP") utilization goal of 28 percent based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this plan. The goal is comprised of 18% MBE and 10% WBE and PBE or a combined goal of 28 percent.

Utilization Plan ("UP") must demonstrate that the Grantee has either met the UP goal or that it has made good faith efforts to do so. Also, refer to the requirements of Specification Section 00 73 40.

II. Pre-Contract Award Obligations

- A. All bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance, non-responsive.
- B. To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. The documentation requirements are outlined in Section III of this document.
- C. The **DUPAGE COUNTY's** disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

- B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.
1. Declare the bidder and/or subcontractor non-responsible and therefore, ineligible for contract award.
 2. Disallow all contract costs associated with non-compliance.
 3. Refer matter which may be fraudulent to the Illinois Attorney General.

V. Post-Contract Award Compliance

- A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12% for WBEs.
- B. After award of the prime contract copies of all disadvantaged business related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.
- C. Subsequent to bid submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with 40 CFR Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

Classified Advertising

Contact JEWAND HALL • 609-256-6896 • official.bids@construction.com

Notice to Disadvantaged Businesses

Joseph J. Henderson & Son, Inc., 4288 Old Grand Ave., Gurnee, IL 60031, (847) 244-3222 is an Equal Employment Opportunity Employer seeking Disadvantaged Businesses for the Woodridge Greene Valley (WGV) – WWTP – Phase 1 Improvements project located in Woodridge, Illinois. Subcontracting opportunities are in the following areas, but not limited to: Demolition, Concrete Reinforcement, Precast Concrete Hollow Core Planks, Masonry, Structural Steel and Metal Fabrications, Bituminous Dampproofing, Roofing, Joint Sealants, Aluminum Doors & Frames, Overhead Coiling Doors, High-Performance Coatings, Signage, Div. 10 Specialties, Plumbing, HVAC, Electrical, Asphalt Concrete Paving, Fencing, Seeding, and Water/Wastewater Equipment. All interested Disadvantaged Businesses should contact Joseph J. Henderson & Son, Inc. **IN WRITING** (certified letter and return receipt requested), to discuss the subcontracting opportunities. All negotiations must be completed prior to the bid opening date of **May 23, 2024**. Document requests can be sent to estimating@jjhenderson.com. All proposals will be evaluated based on scope of work and price, and subcontracts will be awarded to the lowest responsive and responsible bidder.

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JOSEPH J. HENDERSON & SON, INC.

**JOSEPH J. HENDERSON & SON, INC-NTDVBE-FOR, WOODRIDGE
GREENE VALLEY-WWTP-PH 1 IMP PROJECT.**

Project Specs:

Notice ID #: 8825

Location: IL, Woodridge

Bid Date: 05/23/2024

BDOQ: DVBE

Type Of Notice: Sub-Bid
Advertisement

Contact: See Notice Summary for details on how to respond to this notice

Notice Summary:



JOSEPH J. HENDERSON & SON, INC.

GENERAL CONTRACTOR

ESTABLISHED 1988

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Project Specs:

Notice ID #: 8825

Location: IL: Woodridge

Bid Date: 05/23/2024

BDOQ: DVBE

Type Of Notice: Sub-Bid Advertisement

Contact: See Notice Summary for details on how to respond to this notice.

Notice Summary:



JOSEPH J. HENDERSON & SON, INC.

GENERAL CONTRACTOR

ESTABLISHED 1928

4288 Old Grand Avenue

Gurnee, Illinois 60031

Phone: 847-244-3222

Fax: 847-244-9572

NOTICE TO DISADVANTAGED BUSINESSES

Joseph J. Henderson & Son, Inc., 4288 Old Grand Ave., Gurnee, IL 60031, (847) 244-3222 is an Equal Employment Opportunity Employer seeking Disadvantaged Businesses for the **Woodridge Greene Valley (WGV) – WWTP – Phase 1 Improvements project** located in Woodridge, Illinois. Subcontracting opportunities are in the following areas, but not limited to: Demolition, Concrete Reinforcement, Precast Concrete Hollow Core Planks, Masonry, Structural Steel and Metal Fabrications, Bituminous Dampproofing, Roofing, Joint Sealants, Aluminum Doors & Frames, Overhead Coiling Doors, High-Performance Coatings, Signage, Div. 10 Specialties, Plumbing, HVAC, Electrical, Asphalt Concrete Paving, Fencing, Seeding, and Water/Wastewater Equipment. All interested **Disadvantaged Businesses** should contact Joseph J. Henderson & Son, Inc. **IN WRITING** (certified letter and return receipt requested), to discuss the subcontracting opportunities. All negotiations must be completed prior to the bid opening date of **May 23, 2024**. Document requests can be sent to estimating@jjhenderson.com. All proposals will be evaluated based on scope of work and price, and subcontracts will be awarded to the lowest responsive and responsible bidder.



Quote Q-205553-2
 Expires On 5/17/2024 *
 Customer Joseph J. Henderson & Son, Inc.
 Primary Contact Linda Zoetmulder
 lindaz@jjhenderson.com

Dodge Construction Network

34 Crosby Drive, Suite 202
 Bedford, MA 01730
 United States

Sales Rep Jewand Hall
 jewand.hall@construction.com

Contract Start Date ** 4/22/2024
 Contract Term 1 Month(s)
 Billing Frequency One Time
 Type Contract
 Service Start On Start/Effective Date
 Renewal Mode Expire

Bill To

Linda Zoetmulder
 Joseph J. Henderson & Son, Inc.
 4288 Old Grand Avenue
 Gurnee, IL 60031
 US
Invoice/Billing Email: lindaz@jjhenderson.com

Ship To

Linda Zoetmulder
 Joseph J. Henderson & Son, Inc.
 4288 Old Grand Avenue
 Gurnee, IL 60031
 US
 lindaz@jjhenderson.com

PRODUCTS & PRICING

* These pricings and discounts will be honored until the "Expires On" date above. After which they may or may not be honored at the Company's discretion

** Or the contract signed date, whichever is later.


Name	Quantity	Year	List Price	Discount	Line Total
Construction News Chicago - SubBid Ad #: Q-205553 Ad Caption: NTDVBE-FOR, WOODRIDGE GREENE VALLEY- WWTP-PH 1 IMP PROJECT Ad Size: 1 TEXT Issue Date: 4/22/2024	1.00		USD 200.00	USD 0.00	USD 200.00
Construction.com Ad #: Q-205553 Ad Caption: NTDVBE-FOR, WOODRIDGE GREENE VALLEY- WWTP-PH 1 IMP PROJECT Ad Size: 1 TEXT Issue Date: 4/17/2024	1.00		USD 65.00	USD 0.00	USD 65.00
Subtotal			USD 265.00	USD 0.00	USD 265.00
Tax					USD 0.00
Total					USD 265.00
Annual Charges					USD 0.00



Quote
Expires On
Customer
Primary Contact

Q-205553-2
5/17/2024 *
Joseph J. Henderson & Son, Inc.
Linda Zoetmulder
lindaz@jjhenderson.com

PO Number (optional):	
PO Amount (optional):	
PO Required?	

J.J. Henderson & Son, Inc	
Name:	Linda Zoetmulder
Title:	Assistant Secretary
Date:	5/13/2024
Signature:	 EFC49F3A888F402...



Blue Book
Construction Network



Dodge
Data & Analytics



IMS
Advanced Edge



Principia
Market Insights



Sweets
Product Database

Your Payment Confirmation

Confirmation number: 272047714

Account Number: 222473

Amount To Pay: \$265.00

Invoice Number: 340659156 DuPage MWBE Ad

Credit Card Number: XXXXXXXXXXXXX7922

Expiration Date: 02/2028

Name on Card: David A. Henderson

Billing Address: 4288 Old Grand Avenue, , Gurnee, IL 60031

Email Address: lindaz@jjhenderson.com

Summary Report of Disadvantaged Business Enterprise Requirements for Contractors

- 1) Completed and signed certification from bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract (may use IEPA DBE Form #1).

OR

"Certificate of publication, or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a daily publication. For advertisements placed in a construction project clearinghouse such as www.construction.com, a screenshot of the advertisement, link to website, and receipt is required for proof of advertising.

- 2) List of all disadvantaged business enterprises (DBE) and non-DBE's that submitted proposals to the bidder/prime contractor. Specify as DBE or non-DBE, type of DBE, and the other information listed below (DBE Form #4 may be used for this purpose).

Name of Company

SEE ATTACHED

Name of Owners

Address of Company

E-mail Address of Company

Telephone Number

Date of Proposal

Type of Business

Type of DBE

Description of work to be performed

- 3) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided (may use IEPA DBE Form #1).
- 4) Completed and signed copies IEPA DBE Form #3 (Subcontractor Utilization Form) or equivalent "Notice of Intent". Only applies if using DBE subcontractors.
- 5) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized (IEPA DBE Form #1). Only applies if using DBE subcontractors.
- 6) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (IEPA DBE Form #1).
- 7) **NOTE:** DBE Form #2 is **not** included in this packet. It is for consultants/engineers to report DBE activity. This form may be found in IEPA's DBE Guidance Manual which is available on the Agency's website or mailed upon request by calling 217-782-2027.

IEPA Disadvantaged Business Enterprise (DBE) Program Form #1
Contractor Certification Form

(To be completed by all Prime Contractors)

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

☐ This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.

☒ This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.

☒ This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

☐ This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

By: _____

NAME: David Henderson

TITLE: President

Company: Joseph J. Henderson & Son, Inc.

Date: 05 / 23 / 2024

see attached DBE list

IEPA Disadvantaged Business Enterprise (DBE) Program Form #4, Bidders List
(Only complete this form if subcontractors or sub-consultants will be working on a project)

Using this form/format is optional. Other formats are acceptable.

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE)
See attached					
					Check if Hired <input type="checkbox"/>
					Check if Hired <input type="checkbox"/>
					Check if Hired <input type="checkbox"/>
					Check if Hired <input type="checkbox"/>

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END OF SECTION

SECTION 00 45 46.08

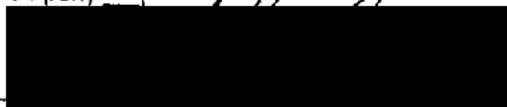
USE OF AMERICAN IRON AND STEEL CERTIFICATION FORM

Bidder Certification Regarding the Use of
American Iron and Steel Products

I David Henderson, do hereby certify that:
Name

1. I am President (title) of the Joseph J. Henderson & Son, Inc.
(company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014.
3. This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publicly owned treatment works (POTW) or public water systems.
4. This firm understands the term "iron and steel products" refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
5. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Company Joseph J. Henderson & Son, Inc.

Signature 

Title David Henderson, President

Date 05/23/24

Corporate Seal (where appropriate)

Requirements Specific to American Iron and Steel

The Consolidated Appropriations Act of 2014 (Public Law 113-76) first included an "American Iron and Steel (AIS)" requirement that requires Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) loan recipients to use iron and steel products that are produced in the United States for projects involving the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through a CWSRF or a DWSRF loan. Guidance is available on USEPA's website: http://water.epa.gov/grants_funding/aisrequirement.cfm. Waivers from the requirements are available under certain circumstances.

For CWSRF or DWSRF purposes, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Pipes (lined or unlined) and fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by costs. The cost should be based on the material costs.

For the purposes of AIS, steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

For the purposes of AIS, production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, except for metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered a construction material and must be produced in the US.

Recordkeeping for Iron and Steel Products:

Documenting the Country of Origin for Iron and Steel Products for Loan Programs

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the AIS requirements. USEPA recommends loan recipients use a "Step Certification" process to ensure that producers adhere to the AIS requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple as long as it includes the name of the manufacturer, the location of the manufacturing facility (not company headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. An example of this type of certification is attached.

Certification could be achieved by other methods such as requiring the final manufacturer, who delivers the iron/steel products to the worksite, to provide certification that all manufacturing processes occurred in the US. While this type of certification is easier and acceptable, it may not provide the same degree of assurance and additional documentation may be needed. USEPA auditors recommend keeping records of when and where the products were delivered. Examples include: Perry Water Plant on August 3, 2017, or Jankousky Construction Offices on October 5, 2017. Records from the manufacturer should refer to specific items such as pipes, valves, meters. Try to avoid records containing broad statements such as, "All products delivered were made in the USA."

Regardless of the method, documents regarding the country of origin for iron and steel products should be collected and maintained by all loan recipients. Having a good paper trail is invaluable during an inspection or audit.

Information is available at:

<https://epa.illinois.gov/topics/grants-loans/state-revolving-fund/guidance.html>

Sample Certification Letter

The following information is provided as a sample letter of step certification for AIS compliance. The completed letter is provided to the construction contractor or loan applicant from the supplier, fabricator, manufacturer, etc. of iron and steel products. Documentation must be provided on company letterhead. If e-mail is used, documents should be scanned so the company letterhead is visible.

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SECTION 00 45 46.09

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

This law comes into effect following two consecutive months of a state unemployment rate above 5 percent. More information about the Employment of Illinois Workers on Public Works Act can be found here: <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=549&ChapterID=7>.

The Employment of IL Workers on Public Works Act requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents.

The Illinois Department of Labor (IDOL) administers the Employment of Illinois Workers on Public Works Act, which was enacted to alleviate unemployment in Illinois by ensuring that most workers on public works projects live in the state. The requirement applies to all labor on public works projects or improvements. That includes public works projects that are funded in whole or in part with state funds or funds administered by the state of Illinois. Any public works project financed in whole or in part by federal funds administered by the state of Illinois is covered under the provisions of this act.

By signing below, the Contractor confirms awareness of this requirement.

David Henderson, President



(Signature of Authorized Representative)

05/23/24

(Date)

Joseph J. Henderson & Son, Inc.

(Company/Organization)

END OF SECTION

SECTION 00 45 46.10

ILLINOIS WORKS JOBS PROGRAM ACT – APPRENTICESHIP INITIATIVE

INFORMATION FOR CONTRACTORS

Summary: The Illinois Works Jobs Program Act, 30 ILCS 559/Art. 20, is a statewide initiative to ensure that all Illinois residents have access to State capital projects and careers in the construction industry and building trades and to provide contracting and employment opportunities to historically underrepresented populations in the construction industry. This will be accomplished through three programs created by the Illinois Works Jobs Program Act: the Illinois Works Apprenticeship Initiative, the Illinois Works Pre-Apprenticeship Program, and the Illinois Works Bid Credit Program. Additional information is available at the following website:

<https://dceo.illinois.gov/illinoisworks/preapprenticeship.html>

The goal of the Illinois Works Apprenticeship Initiative (“10% apprenticeship goal”) is that for projects estimated to cost \$500,000 or more, apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The 10% apprenticeship goal applies to projects being paid for in whole or in part by appropriated capital funds to construct a public work either through a contract or grant issued by a State agency. A determination was made that this requirement also applies to IEPA loans. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

Certification:

Apprentices are required to be U.S. Dept. of Labor certified (not limited to pre-apprentice program graduates).

Applicability

If a project is estimated to receive \$500,000 or more of State Capital Funding for the Project:

If the state’s contribution to the project amount equals 50% or more of the cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than 50% of the cost for the project, the 10% apprenticeship requirement applies only to prevailing wage eligible work being funded from state funds.

The Project has less than \$500,000 of State Capital Funding, but the Total Estimated Project Cost is \$500,000 or more:

If the state’s contribution to the project amount equals 50% or more of the estimated cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than 50% of the estimated cost for the project, the 10% apprenticeship requirement does not apply.

Illinois Works Apprenticeship Initiative

Periodic Report

IEPA LOAN PROGRAM VERSION

Loan Recipient Organization Name	FEIN Number	DUNS Number
Loan Awarding Agency	Project Start Date	Project End Date
Loan Number	Estimated Total Project Costs	Estimated Total State Contribution

Reporting Period:

Period Start Date Period End Date

Applicable Apprenticeship Goal (Select all that apply):

- ☐ 10% total project cost
 ☐ 10% total state contribution only

☐ Waiver Approved by IL DCEO
 ☐ IL DCEO Waiver Approval Date

☐ Reduction Approved by IL DCEO
 ☐ IL DCEO Reduction Approval Date

(If selected, enter the applicable prevailing wage classification(s) and approved reduced percentage(s).)

[illegible]

Illinois Works Apprenticeship Initiative
Periodic Report

Loan Recipient Organization Certification and State Agency Acknowledgement

1. Loan Recipient Organization Certification

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my loan(s).

Loan Recipient Organization Name

Printed Name (Executive Director or equivalent)

Signature (Executive Director or equivalent)

Title (Executive Director or equivalent)

Date/Time Field

2. State Agency Acknowledgement

State Agency

Printed Name

Signature

Title

Date/Time Field

SECTION 00 73 40
DCEO BUSINESS ENTERPRISE UTILIZATION PLAN
PROJECT # 24-413017

Minority, Female, Persons with Disability Status and Subcontracting

The Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01 *et seq.*) ("BEP Act") establishes a goal for contracting with businesses that have been certified as minority-owned business enterprises ("MBE"), women-owned business enterprises ("WBE"), and persons with disabilities-owned business enterprises ("PBE") ("BEP vendors" collectively).

Goal to be achieved by the Grantee:

This utilization plan includes a specific Business Enterprise Program ("BEP") utilization goal of 28 % based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this plan. The goal is comprised of 18 MBE and 10% WBE and PBE or a combined goal of 28%.

Utilization Plan ("UP") must demonstrate that the Grantee has either met the UP goal or that it has made good faith efforts to do so.

Certified Vendor Locator Reference: <https://cms.diversitycompliance.com>

Grantee Assurance: The Grantee shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this plan. Failure by the Grantee to carry out these requirements is a material breach of this plan, which may result in the termination of the Grant Agreement or such other remedy, as the Agency/ Grantor deems appropriate. This assurance must be included in each contract that the Grantee signs with a contractor, subcontractor or supplier.

Calculating Certified Vendor Participation: The Utilization Plan should include the work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. Only the value of payments made for the work actually performed by certified vendors is counted toward the plan goal. Counting guidelines are summarized below:

- 1) The value of the work actually performed by the certified vendor shall be counted towards the goal. The entire amount of that portion of the Grant Agreement that is performed by the certified vendors, including supplies purchased or equipment leased by the certified vendor shall be counted, except supplies purchased and equipment rented from the Grantee.
- 2) A joint venture shall count the portion of the total dollar value of the Grant Agreement equal to the distinct, clearly defined portion of the work of the Grant Agreement that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
- 3) When a certified vendor subcontracts part of the work to another firm, the value of the

subcontracted work shall be counted toward the Grant Agreement goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.

- 4) A Grantee shall count towards the goal 100% of its expenditures for materials and supplies required under the Grant Agreement and obtained from a certified vendor manufacturer, regular dealer or supplier.
- 5) A Grantee shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:
 - a. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Grant Agreement, provided that the fee or commission is determined by the Department of Commerce & Economic Opportunity ("DCEO") to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - b. The fees charged for delivery of materials and supplies required by the Grant Agreement (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by DCEO to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible and must itself own and operate at least one fully licensed, insured and operational truck used on the project.
 - c. The fees or commissions charged for providing any bonds or insurance specifically required for the performance on the project, provided that the fee or commission is determined by DCEO to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 6) A Grantee shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the Grant Agreement.
 - a. A firm is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work on the project and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the project, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying

for the materials or supplies. To determine whether a firm is performing a commercially useful function, DCEO shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under this plan is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices and other relevant factors.

- b. A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, DCEO shall examine similar transactions, particularly those in which the certified vendors do not participate, and industry practices.
- 7) A Grantee shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of this plan. Only the amount of services or goods that are directly attributable to the performance of the scope of work shall be counted. Ineligible expenditures include general office overhead or other Grantee support activities.

Joseph J. Henderson & Son, Inc (the Grantee) submits the following Utilization Plan as part of our proposal in accordance with the requirements of the BEP Act. We understand that compliance with the BEP Act is required as part of this plan.

Joseph J. Henderson & Son, Inc (the Grantee) makes the following assurances and agrees to include the assurance in each contract with a contractor, subcontractor or supplier utilized on this plan: we shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this plan. Failure to carry out these requirements is a material breach of this plan, which may result in the termination of this plan or such other remedy, as the Agency/ Grantor deems appropriate.

Grantee's person responsible for compliance

Name: David Henderson

Title: President

Telephone: (847) 244-3222

E-mail: estimating@jjhenderson.com

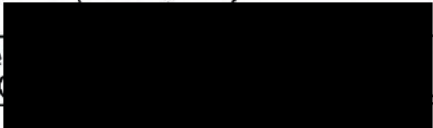
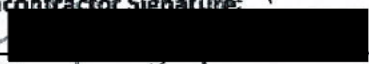
**EPA Disadvantaged Business Enterprise (DBE) Program Form #3
Subcontractor Utilization Form**

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name J. AVE DEVELOPMENT INC.		Project Name DuPage County Woodridge Greene Valley WWTP Phase 1 Improvements	
Contact Person's Name & Title John AVELAR OWNER			
Address 16430 NEW AVE			
Telephone 312-715-4908		Email Javedevelopment@yahoo.com	
DBE Certified By: State, Chicago CTA/Tollway		Select One: <input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> SBE <input checked="" type="radio"/> DBE	
Prime Contractor Name Joseph J. Henderson & Son, Inc. SON MWRO			
Type of Work to be Performed		Cost Estimate of Work	
Trucking		\$400,000	

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature 	Print Name: David Henderson
Date: 5-22-2024	Title: President
Subcontractor Signature 	Print Name: John Avelar
Date: 5/22/2024	Title: Owner

Section I

Utilization of Certified Vendors

(Please submit a separate form for each proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

- 1) The proposed certified vendor's company name, address and phone number:

J. Ave Development, Inc.12300 New Avenue, Lemont, IL 60439630-243-9300

At the time of submission, the above certified vendor is (check one box):

- ☒ Certified with the CMS Business Enterprise Program (BEP) as ☒ MBE ☐ VBI ☐ WMBE ☐ BE
- ☐ Certified with a certifying entity: _____
- ☐ Meets the criteria and has submitted an application for certification with BEP. Application # _____

- 2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:

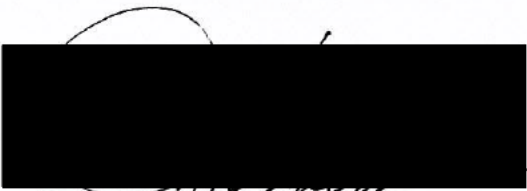
Trucking

- 3) The total estimated cost to the state for the Grant Agreement is \$
- 17,850,000
- . The portion of the Grant Agreement which will be contracted/subcontracted to this certified vendor is \$
- 400,000
- or _____ % of the total cost of the Grant Agreement.

- 4) A joint venture agreement is not required, as the arrangement between
- Joseph J. Henderson & Son, Inc.
- and
- J. Ave Development, Inc.
- is that of contractor/ sub-contractor and not a joint venture.

- 5) The Grantee has not prohibited or otherwise limited
- J. Ave Development, Inc.
- (certified vendor) from providing contractor/ sub-contractor quotes to other potential bidders/ Grantees.

We understand that DCEO Office of Grants Management may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account and time records.


 Grantee Authorized Signature
 David Henderson, President

05/23/24
 Date

Certified ProfileCLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	J. Ave Development, Inc.
OWNER	Mr. John Avelar
ADDRESS	12300 New Ave Lemont, IL 60439 [map]
PHONE	630-243-9300
FAX	630-243-0433
EMAIL	agnesjavehauling@gmail.com
ETHNICITY	Hispanic
GENDER	Male
COUNTY	Will (IL)

Certification Information

CERTIFYING AGENCY	State of Illinois Commission on Equity and Inclusion
CERTIFICATION TYPE	MBE - Minority Business Enterprise
RENEWAL DATE	9/29/2024
EXPIRATION DATE	9/29/2024
CERTIFIED BUSINESS DESCRIPTION	Active NIGP 96286 Transportation of Goods, Shipping and Handling, and Other Freight Services Active NIGP 96871 Solid or Liquid Waste Disposal, Including Management Services. (See 926-45 for Hazardous Waste Disposal)

Commodity Codes

Code	Description
NIGP 96286	Transportation of Goods, Shipping and Handling, and Other Freight Services
NIGP 96871	Solid or Liquid Waste Disposal, Including Management Services. (See 926-45 for Hazardous Waste Disposal)

Additional Information

REGION	Metro Chicago
RECIPROCAL CERTIFICATION	IDOT
AGENCY	



**EPA Disadvantaged Business Enterprise (DBE) Program Form #3
Subcontractor Utilization Form**

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name Ortiz Contracting Group		Project Name DuPage County Woodridge Greene Valley WWTP Phase 1 Improvements	
Contact Person's Name & Title Peter Ortiz - President			
Address 9308 Gulfstream Rd. Frankfort, IL. 60423			
Telephone 708.382.1496		Email portiz@ortizcontracting.com	
DBE Certified By: IL UPC, (Metra)		Select One: MBE WBE SBE DBE <input checked="" type="checkbox"/>	
Prime Contractor Name Joseph J. Henderson & Son, Inc.			
Type of Work to be Performed		Cost Estimate of Work	
Furnish and installation of mechanical equipment and materials		\$2,423,591	

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

		Print Name: David Henderson	
Date: 5/23/24		Title: President	
Subcontractor Signature 		Print Name: Peter Ortiz	
Date: 5/22/24		Title: President	

Section I
Utilization of Certified Vendors
(Please submit a separate form for each proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

- 1) The proposed certified vendor's company name, address and phone number:

Dekayo Corporation dba Ortiz Contracting Group

9308 Gulfstream Road, Frankfort, IL 60423

779-324-5212

At the time of submission, the above certified vendor is (check one box):

- ☒ Certified with the CMS Business Enterprise Program (BEP) as ☒ MBE ☐ VBI ☐ VMBE ☐ BE
☐ Certified with a certifying entity: _____
☐ Meets the criteria and has submitted an application for certification with BEP. Application # _____

- 2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:

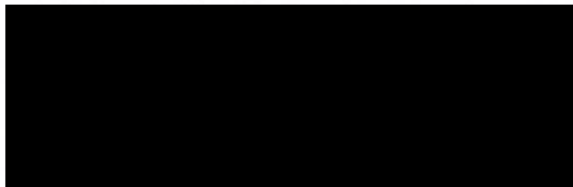
F&I MECHANICAL EQUIPMENT & MATERIALS

- 3) The total estimated cost to the state for the Grant Agreement is \$ 17,850,000. The portion of the Grant Agreement which will be contracted/subcontracted to this certified vendor is \$ 2,423,591 or _____% of the total cost of the Grant Agreement.

- 4) A joint venture agreement is not required, as the arrangement between Joseph J. Henderson & Son, Inc. and Dekayo Corporation dba Ortiz Contracting Group is that of contractor/ sub-contractor and not a joint venture.

- 5) The Grantee has not prohibited or otherwise limited Dekayo Corporation dba Ortiz Contracting Group (certified vendor) from providing contractor/ sub-contractor quotes to other potential bidders/ Grantees.

We understand that DCEO Office of Grants Management may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account and time records.



Grantee Authorized Signature

David Henderson, President

05/23/24

Date

Certified ProfileCLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Dekayo Corporation, DBA Ortiz Contracting Group
OWNER	Mr. Peter Ortiz
ADDRESS	9308 Gulfstream Road N/A Frankfort, IL 60423 [map]
PHONE	779-324-5212
FAX	779-456-7980
EMAIL	portiz@ortizcontracting.com
WEBSITE	http://www.ortizcontracting.com
ETHNICITY	Hispanic
GENDER	Male
COUNTY	Cook (IL)

Certification Information

CERTIFYING AGENCY	State of Illinois Commission on Equity and Inclusion
CERTIFICATION TYPE	MBE - Minority Business Enterprise
RENEWAL DATE	7/20/2024
EXPIRATION DATE	7/20/2029
CERTIFIED BUSINESS DESCRIPTION	Air Conditioning Units, Portable or Room AC Units, Computer Rooms, Hospital Rooms, Sporting Events, etc. Fans, Industrial Types: Attic, Exhaust, Forced Draft, etc., Including Fan Blades and Fan Parts Heat Pumps Heating, Air Conditioning, and Ventilation Maintenance and Repair Services (Including Installation) General Construction

Commodity Codes

Code	Description
------	-------------

NIGP 03102	Air Conditioning Units, Portable or Room AC Units, Computer Rooms, Hospital Rooms, Sporting Events, etc.
NIGP 03140	Fans, Industrial Types: Attic, Exhaust, Forced Draft, etc., Including Fan Blades and Fan Parts
NIGP 03156	Heat Pumps
NIGP 91036	Heating, Air Conditioning, and Ventilation Maintenance, Repair and Installation Services
NIGP 96842	General Construction

Additional Information

REGION

Metro Chicago

ODBE

Office of Diversity & Business Enterprise

Ortiz Contracting Group

is hereby certified as a DISADVANTAGED BUSINESS ENTERPRISE

This certificate is valid under current firm ownership and
operational control and supersedes any authorization or listing
previously issued.

236220, 423730

NAICS Code(s): Description of company products/services as defined by the North American Industry Classification System (NAICS)

Adriana Mena

Adriana S. Mena
Sr. DBE Certification Specialist
Office of Diversity & Business Enterprise

5/1/2024

Date



**EPA Disadvantaged Business Enterprise (DBE) Program Form #3
Subcontractor Utilization Form**

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name ALPINE DEMOLITION SERVICES, LLC		Project Name DUPAGE COUNTY WOODRIDGE GREENE VALLEY WWTP	
Contact Person's Name & Title KELLI PAWLIK, PRESIDENT			
Address 3515 STERN AVENUE ST CHARLES, IL 60174			
Telephone 630-761-0700		Email kelli@knockitdown.com	
DBE Certified By: IDOT		Select One: MBE WBE SBE <u>DBE</u>	
Prime Contractor Name Joseph J. Henderson & Son, Inc.			
Type of Work to be Performed		Cost Estimate of Work	
Demolition		\$ 560,000	

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Print Name: [Redacted]	Print Name: David Henderson
Date: 05/23/24	Title: President
Subcontractor Signature: [Redacted]	Print Name: KELLI PAWLIK
Date: 5/23/24	Title: PRESIDENT

Section I
Utilization of Certified Vendors

(Please submit a separate form for each proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

- 1) The proposed certified vendor's company name, address and phone number:

Alpine Demolition Services

3515 Stern Avenue, St. Charles, IL 60174

630-761-0700

At the time of submission, the above certified vendor is (check one box):

- ☒ Certified with the CMS Business Enterprise Program (BEP) as ☐ MBE ☒ VBI ☐ VMBE ☐ BE
☐ Certified with a certifying entity: _____
☐ Meets the criteria and has submitted an application for certification with BEP. Application # _____

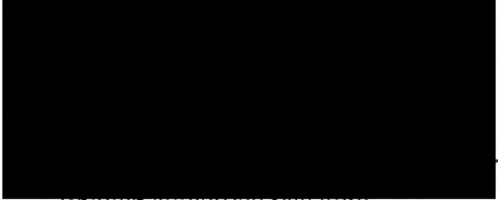
- 2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:
Demolition

- 3) The total estimated cost to the state for the Grant Agreement is \$ 17,850,000. The portion of the Grant Agreement which will be contracted/subcontracted to this certified vendor is \$ 560,000 or _____% of the total cost of the Grant Agreement.

- 4) A joint venture agreement is not required, as the arrangement between Joseph J. Henderson & Son, Inc. and Alpine Demolition Services is that of contractor/ sub-contractor and not a joint venture.

- 5) The Grantee has not prohibited or otherwise limited Alpine Demolition Services (certified vendor) from providing contractor/ sub-contractor quotes to other potential bidders/ Grantees.

We understand that DCEO Office of Grants Management may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account and time records.


 Grantee Authorized Signature
 David Henderson, President

05/23/24
 Date

Certified ProfileCLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Alpine Demolition Services, LLC, DBA N/A
OWNER	Ms. Kelli A. Pawlik
ADDRESS	3515 Stern Avenue St. Charles, IL 60174 [map]
PHONE	630-761-0700
FAX	630-761-0777
EMAIL	kelli@knockitdown.com
WEBSITE	http://www.knockitdown.com
ETHNICITY	Caucasian
GENDER	Female
COUNTY	Kane (IL)

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
RENEWAL DATE	3/1/2025
EXPIRATION DATE	3/1/2029
CERTIFIED BUSINESS DESCRIPTION	NAICS 238910 Demolition contractor (crushing) NAICS 238910 Excavation contractors NAICS 238910 Site Preparation Contractors (Wrecking, Demolition, and Excavation)

Commodity Codes

Code	Description
NAICS 238910	Demolition contractor
NAICS 238910	Excavation contractors
NAICS 238910	Site Preparation Contractors

Additional Information

REGION	City of Chicago
RECIPROCAL CERTIFICATION	No
AGENCY	



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

September 14, 2023

CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Kelli A. Pawlik
Alpine Demolition Services, LLC
3515 Stern Ave.
St. Charles, IL 60174

Dear Ms. Pawlik:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for Alpine Demolition Services, LLC and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

To remain certified and in good standing, you must annually submit a *No Change Affidavit*. Your firm's next affidavit is due on **October 1, 2024**. IDOT will send an affidavit form 60 days prior to that date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there is a change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,

A black rectangular box redacting the signature of Debra A. Clark.

Debra A. Clark
Interim DBE Certification Section Manager
Bureau of Small Business Enterprises

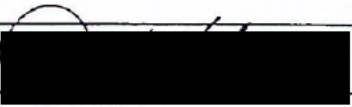
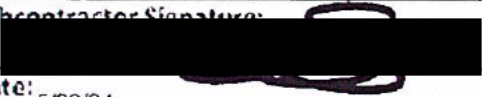
**EPA Disadvantaged Business Enterprise (DBE) Program Form #3
Subcontractor Utilization Form**

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name Romero Steel Company, Inc		Project Name Woodridge Greene Valley WTP	
Contact Person's Name & Title Joe Romero, Executive Vice President			
Address 1300 W. Main Street, Melrose Park, IL 60160			
Telephone (708) 216-0001		Email joejr@romerosteel.com	
DBE Certified By. City of Chicago & BE-BEP		Select One <input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> SBE <input type="radio"/> DBE	
Prime Contractor Name Joseph J Henderson & Son, Inc			
Type of Work to be Performed			Cost Estimate of Work
Structural & Miscellaneous Steel			\$ 557,000

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Contractor Signature 	Print Name: David Henderson
Date: 05/23/24	Title: President
Subcontractor Signature 	Print Name: Joe Romero
Date: 5/22/24	Title: Executive Vice President

Section I
Utilization of Certified Vendors

(Please submit a separate form for each proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

- 1) The proposed certified vendor's company name, address and phone number:

Romero Steel Company, Inc

1300 W. Main Street, Melrose Park, IL 60160

708-216-0001

At the time of submission, the above certified vendor is (check one box):

- ☒ Certified with the CMS Business Enterprise Program (BEP) as ☒ MBE ☐ VBI ☐ WMBE ☐ BE
☐ Certified with a certifying entity: _____
☐ Meets the criteria and has submitted an application for certification with BEP. Application # _____

- 2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:

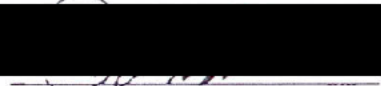
Structural & Misc. Steel

- 3) The total estimated cost to the state for the Grant Agreement is \$ 17,850,000. The portion of the Grant Agreement which will be contracted/subcontracted to this certified vendor is \$ 557,000 or _____% of the total cost of the Grant Agreement.

- 4) A joint venture agreement is not required, as the arrangement between Joseph J. Henderson & Son, Inc. and Romero Steel Company Inc is that of contractor/ sub-contractor and not a joint venture.

- 5) The Grantee has not prohibited or otherwise limited Romero Steel Company Inc (certified vendor) from providing contractor/ sub-contractor quotes to other potential bidders/ Grantees.

We understand that DCEO Office of Grants Management may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account and time records.


Grantee Authorized Signature
David Henderson, President

05/23/24
Date

Certified Profile

CLOSE WINDOW [Print](#)

Business & Contact Information

BUSINESS NAME	Romero Steel Company, Inc.
OWNER	Mr. Jose G. Romero, Sr
ADDRESS	1300 W. Main St. Melrose Park, IL 60160-4020 [map]
PHONE	708-216-0001 Ext. 207
FAX	708-216-0002
EMAIL	joejr@romerosteel.com
WEBSITE	http://www.romerosteel.com
ETHNICITY	Hispanic/Latino
GENDER	Male
COUNTY	Cook (IL)

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
RENEWAL DATE	8/1/2024
EXPIRATION DATE	8/1/2025
CERTIFIED BUSINESS DESCRIPTION	NAICS 238120 Structural steel erecting or iron work contractors NAICS 332312 Fabricated bar joists manufacturing NAICS 332312 Fabricated structural metal manufacturing NAICS 332312 Steel joists manufacturing NAICS 332323 Architectural metalwork manufacturing NAICS 332323 Balcony railings, metal, manufacturing NAICS 332323 Gates, metal (except wire), manufacturing NAICS 332323 Gratings (i.e., open steel flooring) manufacturing NAICS 332323 Guards, bannisters, and railings, sheet metal, manufacturing NAICS 332323 Ladders, permanently installed, metal, manufacturing NAICS 332323 Ornamental metalwork manufacturing NAICS 332323 Pipe guards, metal, manufacturing NAICS 332323 Pipe railings, metal, manufacturing NAICS 332323 Railings, metal, manufacturing NAICS 332323 Stair railings, metal, manufacturing NAICS 332323 Stair treads, metal, mfg NAICS 332323 Staircases, metal, mfg

NAICS 332323 Stairs, metal, mfg
 NAICS 332323 Treads, metal stair, mfg

Commodity Codes

Code	Description
NAICS 238120	Structural steel erecting or iron work contractors
NAICS 332312	Fabricated bar joists manufacturing
NAICS 332312	Fabricated structural metal manufacturing
NAICS 332312	Steel joists manufacturing
NAICS 332323	Architectural metalwork manufacturing
NAICS 332323	Balcony railings, metal, manufacturing
NAICS 332323	Gates, metal (except wire), manufacturing
NAICS 332323	Gratings (i.e., open steel flooring) manufacturing
NAICS 332323	Guards, bannisters, and railings, sheet metal, manufacturing
NAICS 332323	Ladders, permanently installed, metal, manufacturing
NAICS 332323	Ornamental metalwork manufacturing
NAICS 332323	Pipe guards, metal, manufacturing
NAICS 332323	Pipe railings, metal, manufacturing
NAICS 332323	Railings, metal, manufacturing
NAICS 332323	Stair railings, metal, manufacturing
NAICS 332323	Stair treads, metal, manufacturing
NAICS 332323	Staircases, metal, manufacturing
NAICS 332323	Stairs, metal, manufacturing
NAICS 332323	Treads, metal stair, manufacturing

Additional Information

REGION	City of Chicago
RECIPROCAL CERTIFICATION AGENCY	No

Certified Profile

CLOSE WINDOW [Print](#)

Business & Contact Information

BUSINESS NAME	Romero Steel Company, Inc.
OWNER	Mr. Jose G. Romero, Sr
ADDRESS	1300 W. Main St. Melrose Park, IL 60160 [map]
PHONE	708-216-0001 Ext. 207
FAX	708-216-0002
EMAIL	joejr@romerosteel.com
WEBSITE	http://www.romerosteel.com
ETHNICITY	Hispanic
GENDER	Male
COUNTY	Cook (IL)

Certification Information

CERTIFYING AGENCY	State of Illinois Commission on Equity and Inclusion
CERTIFICATION TYPE	MBE - Minority Business Enterprise
RENEWAL DATE	8/1/2024
EXPIRATION DATE	8/1/2024
CERTIFIED BUSINESS DESCRIPTION	91430 Concrete 96749 Metals and Metal Products, Manufacturing Services 96762 Prefabricated and Manufactured Buildings or Homes Manufacturing Services

Commodity Codes

Code	Description
NIGP 91430	Concrete
NIGP 96749	Metals and Metal Products, Manufacturing Services
NIGP 96762	Prefabricated and Manufactured Buildings or Homes Manufacturing Services

Additional Information

REGION	Metro Chicago
RECIPROCAL CERTIFICATION AGENCY	City of Chicago

Jose Romero Jr.

From: State of Illinois Commission on Equity and Inclusion <ceibep@diversitysoftware.com>
Sent: Thursday, November 16, 2023 11:19 AM
To: Jose Romero Jr.
Subject: CEI BEP: BE BEP Certification Award Notice

B2GNOW



State of Illinois Commission on Equity and Inclusion
Business Enterprise Program
100 W. Randolph St., Suite 4-100, Chicago, IL 60601
www.cei.illinois.gov

November 16, 2023

Mr. Jose G. Romero
Romero Steel Company, Inc.
1300 W. Main St.
Melrose Park, IL 60160

Re: BE Enrolled Business Enterprise Program (BE BEP)

Dear Mr. Jose G. Romero:

Congratulations, as Chairperson of the Illinois Commission on Equity and Inclusion (CEI), I would like to advise you that your business qualifies for enrollment in the new Be Enrolled Business Enterprise Certification Program (BE BEP). In January 2022, the Commission on Equity and Inclusion (CEI) was created to modernize the state's practices and protocols related to equity and inclusion in contracting and hiring. The BEP Program was removed from CMS and placed in CEI, whose mission is directly aligned with the mission of BEP. As we establish our new agency, CEI has been carefully reviewing all aspects of the BEP program and council. The BE BEP Certification Program was established to allow for the seamless activation state M/W/PBE certification and reduces duplicative red tape. CEI enrolled your business in the BE BEP Program based on the diversity certification issued by the City of Chicago's and/or Cook County's MWBE Vendor directory OR certified within the IL UCP program by CTA, Pace, Metra, IDOT, or the City of Chicago.

Host Agency: City of Chicago

Renewal Date: August 1, 2024

Certification Expiration Date: August 1, 2024

Certification Type: Minority Business Enterprise (MBE)

Your new BE BEP Certification is based on your business maintaining its certification with its initial host agency. The newly activated BE BEP Certification duration and commodity codes will match the existing certification held with

the City of Chicago and/or Cook County. If the vendor's certification with the host agency expires or is bidding privileges are suspended, then your BE BEP Certification will also be suspended. You may however apply for full State of Illinois BEP Certification at cei.illinois.gov/bepvendor.

You will be notified by BEP through email to update your BE BEP Certification 60 days prior to the expiration of your host agency's certification and your BE BEP Certification.

Additionally, you must notify BEP within two weeks if any of the following changes occur:

- Changes in ownership
- Changes in who controls the business; or
- Changes in the business' certification status with the host organization.

Failure to notify BEP of these changes may result in the termination of the business' BE BEP Certification.

Activation of your BE BEP Certification has several benefits. Your business's name will be listed in the state's BEP Certified Vendor Directory, used by prime vendors to identify certified M/W/PBEs who can fulfill the state's minority contracting goals. Your business name will appear in the BEP Certified Vendor Directory as a Minority Business Enterprise (MBE). The State of Illinois uses National Institute of Government Purchasing (NIGP) commodity codes that have been translated from your NAICS codes to NIGP codes as listed below. The translation table may be accessed: <https://cei.illinois.gov/content/dam/soi/en/web/cei/documents/CEI%20BEP%20CROSSWALK.xls>.

NIGP 91430: CONCRETE

NIGP 96749: METALS AND METAL PRODUCTS, MANUFACTURING SERVICES

NIGP 96762: PREFABRICATED AND MANUFACTURED BUILDINGS OR HOMES MANUFACTURING SERVICES

Please note that there are four (4) Chief Procurement Officers (CPO) who exercise the state's procurement authority. Each of the four CPOs have a separate bulletin that publishes the state's solicitations and opportunities to bid for each of their respective portfolios. BEP strongly recommends **all** certified vendors register with **each** of the four State of Illinois Procurement [Bulletins](#) to ensure you receive notification of all prime and subcontractor bidding opportunities that match the goods and services your company provides.

State Procurement Sites:

Chief Procurement Officer of General Services has oversight of 65 state agencies:

- <https://www2.illinois.gov/cpo/pathwaytoprocurement/pages/bidbuy.aspx>
- www.illinoistollway.com

Chief Procurement Officer of Higher Education has oversight of 17 state universities:

- www.procure.stateuniv.state.il.us

Chief Procurement Officer of Capital Development Board (CDB) has oversight of CDB:

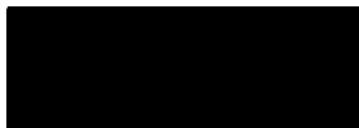
- www.illinois.gov/cdb

Illinois Department of Transportation:

- www.idot.illinois.gov

The Commission on Equity and Inclusion and BEP Council welcome your participation in the Business Enterprise Program and wish you continued success. If you have any comments, feel free to contact us via cei.bep.compliance@illinois.gov or call the BEP at 312-814-4190.

Sincerely,



Carlos Gutiérrez
Certification Manager



CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

AUG 11 2020

Jose G. Romero Sr.
Romero Steel Company, Inc.
1300 W. Main Street
Melrose Park, IL 60160

Dear Mr. Romero:

We are pleased to inform you that **Romero Steel Company, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **8/1/2025**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **8/1/2021, 8/1/2022, 8/1/2023, and 8/1/2024**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five-year certification will expire on **8/1/2025**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five-year anniversary date. Therefore, you must file for recertification by **6/1/2025**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

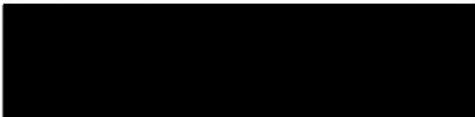
NAICS Code(s):

238120 - Structural Steel Erecting or Iron Work Contractor
332312 - Fabricated Bar Joists Manufacturing
332312 - Fabricated Structural Metal Manufacturing
332312 - Steel Joists Manufacturing
332323 - Architectural Metalwork Manufacturing
332323 - Gates, Metal (except wire), Manufacturing
332323 - Gratings (i.e., open steel flooring) Manufacturing
332323 - Guards, Bannisters, and Railings, Sheet Metal, Manufacturing
332323 - Ladders, Permanently Installed, Metal, Manufacturing
332323 - Ornamental Metalwork Manufacturing
332323 - Pipe Guards, Metal, Manufacturing
332323 - Railings, Metal, Manufacturing (ex. balcony, pipe, stairs, etc)
332323 - Stairs, Metal, Manufacturing (ex. stair treads, staircases, etc)

Your firm's participation on City contracts will be credited only toward MBE goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews
Chief Procurement Officer

SEA/kr

**EPA Disadvantaged Business Enterprise (DBE) Program Form #3
Subcontractor Utilization Form**

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name TRI-ANT, INC	Project Name DuPage County Woodridge Greene Valley WWTP Phase 1 Improvements
Contact Person's Name & Title Trishia Barnett, President	
Address 849 N Rockwell Street, Chicago IL 60622	
Telephone 773-904-8098	Email triantinc@gmail.com
DBE Certified By:	Select One: <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> DBE
Prime Contractor Name Joseph J. Henderson & Son, Inc.	
Type of Work to be Performed	Cost Estimate of Work
Installation of the Reinforcing Work	\$520,320.00

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Print Name: [Redacted]	Print Name: David Henderson
Date: 5-22-2024	Title: President
Print Name: [Redacted]	Print Name: Trishia Barnett
Date: 5/22/2024	Title: President

Section I
Utilization of Certified Vendors
(Please submit a separate form for each proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

- 1) The proposed certified vendor's company name, address and phone number:

Tri-Ant Inc

849 N. Rockwell Street, Chicago, IL 60622

773-904-8098

At the time of submission, the above certified vendor is (check one box):

- ☒ Certified with the CMS Business Enterprise Program (BEP) as ☐ MBE ☒ VBI ☐ VMBE ☐ BE
☐ Certified with a certifying entity: _____
☐ Meets the criteria and has submitted an application for certification with BEP. Application # _____


- 2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:
Rebar installation

- 3) The total estimated cost to the state for the Grant Agreement is \$ 17,850,000. The portion of the Grant Agreement which will be contracted/subcontracted to this certified vendor is \$ 520,320 or _____% of the total cost of the Grant Agreement.

- 4) A joint venture agreement is not required, as the arrangement between Joseph J. Henderson & Son, Inc. and Tri-Ant, Inc. is that of contractor/sub-contractor and not a joint venture.

- 5) The Grantee has not prohibited or otherwise limited Tri-Ant, Inc. (certified vendor) from providing contractor/sub-contractor quotes to other potential bidders/Grantees.

We understand that DCEO Office of Grants Management may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account and time records.


 Grantee Authorized Signature
 David Henderson, President

05/23/24
 Date

Certified ProfileCLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Tri-Ant, Inc.
OWNER	Tristia Barrett
ADDRESS	849 N. Rockwell Street Unit 1 Chicago, IL 60622 [map]
PHONE	773-904-8098
FAX	773-904-7918
EMAIL	triantinc@gmail.com
ETHNICITY	Caucasian
GENDER	Female
COUNTY	Cook (IL)

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
RENEWAL DATE	2/1/2025
EXPIRATION DATE	2/1/2026
CERTIFIED BUSINESS DESCRIPTION	238120 Rebar Contractors (Rebar Wire Tying)

Commodity Codes

Code	Description
NAICS 238120	Rebar contractors

Additional Information

REGION	City of Chicago
--------	------------------------

RECIPROCAL CERTIFICATION
AGENCY

No



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Tri-Ant, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: March 4, 2020
Expiration Date: March 15, 2021
WBENC National Certification Number: WBE2000512

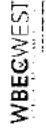
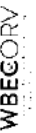
NAICS: 238990
UNSPSC: 72101704

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Midwest, a WBENC Regional Partner Organization.



WBDC

Authorized by Emilia DiMenco, President & CEO Women's Business Development Center - Midwest





State of Illinois Commission on Equity and Inclusion
Business Enterprise Program
100 W. Randolph St., Suite 4-100, Chicago, IL 60601
www.cei.illinois.gov

May 7, 2024

Tristia Barrett
Tri-Ant, Inc.
849 N. Rockwell Street
Unit 1
Chicago, IL 60622

Dear Business Owner:

Re: NCA Certification Approval Women Business Enterprise (WBE)
Certification Term Expires: February 1, 2025

Congratulations! After reviewing the No-Change Affidavit (NCA) information you supplied, we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program (BEP) for Minorities, Females and Persons with Disabilities.

This certification is in effect with the State of Illinois until the date specified above as long as you continue to submit annual No-Change Affidavits and are found to still meet the requirements of the Program.

Your firm's name will appear in the State's Directory as a certified vendor with the BEP in the specialty area(s) of:

NIGP 91457: METAL WORK

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the BEP. We welcome your participation and wish you continued success.

Sincerely,


Carlos Gutiérrez
Certification Manager
Business Enterprise Program

**EPA Disadvantaged Business Enterprise (DBE) Program Form #3
Subcontractor Utilization Form**

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name TRI-ANT, INC	Project Name DuPage County Woodridge Greene Valley WWTP Phase 1 Improvements
Contact Person's Name & Title Tristia Barrett, President	
Address 849 N Rollins Street, Chicago IL 60622	
Telephone 773-904-8098	Email triantinc@gmail.com
DBE Certified By:	Select One: MBE <input type="radio"/> WBE <input checked="" type="radio"/> SBE <input type="radio"/> DBE <input type="radio"/>
Prime Contractor Name Joseph J. Henderson & Son, Inc.	
Type of Work to be Performed	Cost Estimate of Work
Furnish the Reinforcing Steel	\$376,000.00

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Print Name: [Redacted]	Print Name: David Henderson
Date: 5-22-2024	Title: President
Print Name: [Redacted]	Print Name: Tristia Barrett
Date: 5/22/2024	Title: President

Section I
Utilization of Certified Vendors
(Please submit a separate form for each proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

- 1) The proposed certified vendor's company name, address and phone number:

Tri-Ant Inc

849 N. Rockwell Street, Chicago, IL 60622

773-904-8098

At the time of submission, the above certified vendor is (check one box):

- ☒ Certified with the CMS Business Enterprise Program (BEP) as ☐ MBE ☒ VBI ☐ VMBE ☐ BE
☐ Certified with a certifying entity: _____
☐ Meets the criteria and has submitted an application for certification with BEP. Application # _____

- 2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:
Rebar furnish

- 3) The total estimated cost to the state for the Grant Agreement is \$ 17,850,000. The portion of the Grant Agreement which will be contracted/subcontracted to this certified vendor is \$ 376,000 or _____% of the total cost of the Grant Agreement.

- 4) A joint venture agreement is not required, as the arrangement between Joseph J. Henderson & Son, Inc. and Tri-Ant, Inc. is that of contractor/ sub-contractor and not a joint venture.

- 5) The Grantee has not prohibited or otherwise limited Tri-Ant, Inc. (certified vendor) from providing contractor/ sub-contractor quotes to other potential bidders/ Grantees.


We understand that DCEO Office of Grants Management may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account and time records.

Grantee Authorized Signature
David Henderson, President

05/23/24

Date

Certified Profile

CLOSE WINDOW 

Business & Contact Information

BUSINESS NAME	Tri-Ant, Inc.
OWNER	Tristia Barrett
ADDRESS	849 N. Rockwell Street Unit 1 Chicago, IL 60622 [map]
PHONE	773-904-8098
FAX	773-904-7918
EMAIL	triantinc@gmail.com
ETHNICITY	Caucasian
GENDER	Female
COUNTY	Cook (IL)

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
RENEWAL DATE	2/1/2025
EXPIRATION DATE	2/1/2026
CERTIFIED BUSINESS DESCRIPTION	238120 Rebar Contractors (Rebar Wire Tying)

Commodity Codes

Code	Description
NAICS 238120	Rebar contractors

Additional Information

REGION	City of Chicago
--------	-----------------

RECIPROCAL CERTIFICATION No
AGENCY



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Tri-Ant, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

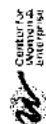
Certification Granted: March 4, 2020
Expiration Date: March 15, 2021
WBENC National Certification Number: WBE2000512

NAICS: 238990
UNSPSC: 72101704

WBENC National WBE Certification was processed and validated by Women's Business
Development Center - Midwest, a WBENC Regional Partner Organization.



Authorized by Emilia DiMencio, President & CEO Women's
Business Development Center - Midwest



WBENC

United States
Women's
Business
Council

WBENC

United States
Women's
Business
Council

WBENC



WBENC

WBENC

WBENC



State of Illinois Commission on Equity and Inclusion
Business Enterprise Program
100 W. Randolph St., Suite 4-100, Chicago, IL 60601
www.cei.illinois.gov

May 7, 2024

Tristia Barrett
Tri-Ant, Inc.
849 N. Rockwell Street
Unit 1
Chicago, IL 60622

Dear Business Owner:

Re: WBE Certification Application Women Business Enterprise (WBE)
Certification Term Expires: February 1, 2025

Congratulations! After reviewing the No-Change Affidavit (NCA) information you supplied, we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program (BEP) for Minorities, Females and Persons with Disabilities.

This certification is in effect with the State of Illinois until the date specified above as long as you continue to submit annual No-Change Affidavits and are found to still meet the requirements of the Program.

Your firm's name will appear in the State's Directory as a certified vendor with the BEP in the specialty area(s) of:

NIGP 91457: METAL WORK

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the BEP. We welcome your participation and wish you continued success.

Sincerely,


Carlos Gutiérrez
Certification Manager
Business Enterprise Program

**EPA Disadvantaged Business Enterprise (DBE) Program Form #3
Subcontractor Utilization Form**

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name Chicago Area Plumbing & Mechanical		Project Name Woodridge Greene Valley WWTP Phase I	
Contact Person's Name & Title Samantha Polz, President			
Address 140 Joey Drive, Elk Grove Village, IL 60007			
Telephone 312-521-0801		Email estimating@chicagoareaplumbing.com	
DBE Certified By: CTA		Select One: MBE WBE SBE DBE	
Prime Contractor Name			
Type of Work to be Performed		Cost Estimate of Work	
HVAC		\$895,000	

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

Prime Signature: [Redacted]	Print Name: David Henderson
Date: 05/23/24	Title: President
Subcontractor Signature: [Redacted]	Print Name: Samantha Polz
Date: 5-23-24	Title: President

Section I
Utilization of Certified Vendors
(Please submit a separate form for each proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

- 1) The proposed certified vendor's company name, address and phone number:

Chicago Area Plumbing & Mechanical

140 Joey Drive, Elk Grove Village, IL 60007

312-521-0801

At the time of submission, the above certified vendor is (check one box):

- ☒ Certified with the CMS Business Enterprise Program (BEP) as ☐ MBE ☒ VBE ☐ WMBE ☐ BE
☐ Certified with a certifying entity: _____
☐ Meets the criteria and has submitted an application for certification with BEP. Application # _____


- 2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:

- 3) The total estimated cost to the state for the Grant Agreement is \$ 17,050,000. The portion of the Grant Agreement which will be contracted/subcontracted to this certified vendor is \$ 895,000 or _____% of the total cost of the Grant Agreement.

- 4) A joint venture agreement is not required, as the arrangement between Joseph J. Henderson & Son, Inc. and Chicago Area Plumbing & Mechanical is that of contractor/ sub-contractor and not a joint venture.

- 5) The Grantee has not prohibited or otherwise limited Chicago Area Plumbing & Mechanical (certified vendor) from providing contractor/ sub-contractor quotes to other potential bidders/ Grantees.

We understand that DCEO Office of Grants Management may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account and time records.


Grantee Authorized Signature
David Henderson, President

05/23/24

Date

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

Chicago Area Plumbing & Mechanical Incorporated

BUSINESS NAME	
OWNER	Ms. Samantha Polz
ADDRESS	140 Joey Dr Elk Grove Village, IL 60007 [map]
PHONE	312-521-0801
FAX	312-500-5059
EMAIL	sam@chicagoareaplumbing.com
WEBSITE	http://chicagoareaplumbing.com
ETHNICITY	Caucasian
GENDER	Female
COUNTY	Cook (IL)

Certification Information

CERTIFYING AGENCY	State of Illinois Commission on Equity and Inclusion
CERTIFICATION TYPE	WBE - Women Business Enterprise
RENEWAL DATE	7/10/2024
EXPIRATION DATE	7/10/2027
CERTIFIED BUSINESS DESCRIPTION	91060 Plumbing Maintenance and Repair Services: Pressure Tapping Services, Pipe Freezes, Toilets, etc. 91468 Plumbing

Commodity Codes

Code	Description
NIGP 91060	Plumbing Maintenance and Repair Services: Pressure Tapping Services, Pipe Freezes, Toilets, etc.
NIGP 91468	Plumbing

Additional Information

REGION Metro Chicago



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

February 29, 2024

Ms. Samantha Polz
Chicago Area Plumbing & Mechanical Incorporated
140 Joey Dr
Elk Grove Village, IL 60007

Dear Ms. Polz:

The Chicago Transit Authority has reviewed your No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **February 11, 2025**. A notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in your certification that affects your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP Directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The directory can be accessed at <https://webapps.dot.illinois.gov/UCP/ExternalSearch>. Your firm's name will appear in the Directory under the commodity codes and specialties listed on the following page.

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Please direct all inquiries and any questions to this agency at (312) 681-2601.

Sincerely,

Senior Manager, Certification & Compliance Programs
Chicago Transit Authority

Phone: 312 681.2600

Email: diversity@transitchicago.com



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

Disadvantaged Business Enterprise (DBE) Certification

February 29, 2024
Chicago Area Plumbing & Mechanical Incorporated
140 Joey Dr
Elk Grove Village, IL 60007

Your firm's name will appear in the IL UCP DBE Directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The directory can be accessed at cta.dbesystem.com. Your firm's name will appear in the Directory under the following commodity codes and specialties:

Commodity Codes:

NAICS 238220: DRAIN, WASTE AND VENT SYSTEM INSTALLATION
NAICS 238220: PLUMBING FIXTURE INSTALLATION
NAICS 238220: PLUMBING, HEATING, AND AIR-CONDITIONING CONTRACTORS
NAICS 238220: SEWER HOOKUP AND CONNECTION, BUILDING

In the following Specialties:

NAICS 238220: Plumbing, Heating, and Air-Conditioning Contractors
NAICS 238220: Plumbing fixture installation
NAICS 238220: Sewer hookup and connection, building
NAICS 238220: Drain, waste and vent system installation

ATTACHMENT 3A

ADDENDA TO THE CONTRACT DOCUMENTS

ADDENDUM 1

ADDENDUM 2

ADDENDUM 3

SECTION 00 91 13.01

**DUPAGE COUNTY, IL
WOODRIDGE GREENE VALLEY WASTEWATER TREATMENT PLANT
PHASE 1 -IMPROVEMENTS**

**BID DATE: May 23, 2024
ADDENDUM NO. 1**

ISSUED - MAY 8, 2024

**THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL
BIDDING DOCUMENTS AS NOTED BELOW.**

TABLE OF CONTENTS

- I. ADDENDA ITEMS RELATING TO CONTRACT SPECIFICATIONS**
 - II. ADDENDA ITEMS RELATING TO CONTRACT PLANS**
 - III. NEW OR REISSUED SPECIFICATIONS**
 - IV. REISSUED PLANS**
 - V. PREBID MEETING MINUTES AND ATTENDANCE LIST**
 - VI. REFERENCE PLANS – EXISTING ARCHITECTURAL AND STRUCTURAL DRAWINGS OF BUILDING 3**
-

I. ADDENDA ITEMS RELATING TO CONTRACT SPECIFICATIONS

A. Table of Contents - Reissued

- 1. Specification Section 07 11 13 – Bituminous Dampproofing – To be deleted in its entirety.
- 2. Specification Section 07 41 14 – Metal Panel Canopy Roofing – To be deleted in its entirety.
- 3. Specification 071113 – Bituminous Damp Proofing – To be deleted in its entirety.
- 4. Specification Section 08 63 00 – Translucent Skylight – Issued by Addendum 1.
- 5. Specification Section 40 09 00 – Instrumentation and Control for Process Systems. Specification was Listed in Table of Contents. and It is not included in the Specification Book and is not part of Bidder's Contract.
- 6. Specification Section 41 12 13 – Dumpster Conveyor. Specification was not listed in Table of Contents. Specification is included in specification book and shall be included as part of Bidder's Contract.

B. Division 00

- 1. Further Clarification Regard BEP Goals:
 - a) The BEP requirement is 28%: 18% MBE & 10% WBE
 - b) The State of Illinois will only approve MBE's and WBE's that are certified in the State's CMS system, linked below:

- If they cannot be searched at the link above and shown as an Illinois certified MBE or WBE, then they will not count towards the requirement
- National Certifications alone are not acceptable. *The certification must be from the State of Illinois' system.*

C. Specification Section 03 30 00 – Cast In-Place Concrete

1. **DELETE** Article 2.06 E. in its entirety.
2. **DELETE** Article 2.03 F.7 in its entirety.

D. Specification Section 02 41 19- Selective Demolition

1. **DELETE** Article 3.01.F. in its entirety
2. Article 3.05.A.9 **CHANGE** 01 74 19 **TO** 01 41 00.

E. Specification Section 07 41 14 – Metal Panel Canopy Roofing – To be deleted in its entirety.

F. Specification 07 11 13 – Bituminous Damp Proofing – To be deleted in its entirety.

G. Specification Section 40 05 33 – Electric Actuators

1. **ADD** Article 2.01.A.2
2. Rotork: IQ for Open/Close; IQM for modulating service.
2. **DELETE** Article 2.04.B.4.

H. Specification Section 43 21 13.11 – Recessed Impeller Pump

- | | | | |
|-----|-----------------------------|--------------------|-------------------------------------|
| 1. | REPLACE 2.01.A. | XR3-11 | WITH XR3-8 |
| 2. | REPLACE 2.02.A.1 | 250 gpm at 22 Feet | WITH 250 gpm at 8.3 Feet TDH |
| 3. | REPLACE 2.03.A.3 | 840 rpm | WITH 600 rpm |
| 4. | REPLACE 2.02.A.4 | 11 inches minimum | WITH 8.5 inches minimum |
| 5. | REPLACE 2.02.A.5 | 7.5 HP maximum | WITH 3 HP maximum |
| 6. | REPLACE 2.03.A.2.a.2 | 5/8 inch | WITH 3/8 inch |
| 7. | REPLACE 2.03.A.5.a | 4-inch minimum | WITH 3 inch minimum |
| 8. | REPLACE 2.03.A.5.b | ¾-inch | WITH ½-inch |
| 9. | REPLACE 2.03.A.5.c | 1-1/8-inch | WITH 7/8- Inc |
| 10. | REPLACE 2.03.F.1 | 7.5 HP | WITH 3 HP |

I. Appendix to Specifications – Owner Supplied Equipment

The Owner Supplied Equipment – Turbo Blowers – Was inadvertently not included with the specifications. Please download from the link below and execute acknowledge by signature in Section 00 41 00.01.

[Appendix - Owner Supplied Equipment](#)

II. ADDENDA ITEMS RELATING TO CONTRACT PLANS

A. Reissued Drawings

- 2G2
- 3A3
- 3A4
- 3P2
- 3P3
- 3P5
- 3P6
- 3S1
- 3S5
- 20S1
- XA5
- XS4

END OF SECTION

III. NEW OR REISSUED SPECIFICATIONS

SECTION 00 01 10

TABLE OF CONTENTS (Reissued as Part of Addendum 1)

VOLUME 1

Division 0 Procurement and Contracting Requirements

Section 00 01 02	Seals
Section 00 11 13	Advertisement for Bids
Section 00 21 13	Instruction to Bidders
Section 00 30 03	Electrical File Agreement
Section 00 31 32	Geotechnical Data
Section 00 31 46	Permits
Section 00 41 00	Bid Forms
Section 00 41 00.01	Owner Procured Equipment – Turbo Blower
Section 00 41 00.02	Owner Preferred Sole Source Vendor – SCADA Integration
Section 00 43 13	Bid Security Form
Section 00 45 13	Affidavit of Experience
Section 00 45 14	Affidavit of Past Litigation History
Section 00 45 46.01	Affirmative Action for Equal Employment Opportunity
Section 00 45 46.02	Certification of Nonsegregated Facilities
Section 00 45 46.03	Nondiscrimination in Employment Form
Section 00 45 46.04	Certification Regarding Debarment, Suspension, And Other Responsibility Matters
Section 00 45 46.05	Procedures for Issuing Loans from The Water Pollution Control Loan Program
Section 00 45 46.06	Bidder Certification Regarding Compliance with “Criminal Code Of 2012”
Section 00 45 46.07	Disadvantaged Business Enterprise Participation Specification and Forms
Section 00 45 46.08	Use of American Iron and Steel Certification Form
Section 00 45 46.09	Employment of Illinois Workers on Public Works Act
Section 00 45 46.10	Illinois Works Jobs Program Act
Section 00 45 46.11	Illinois Works Jobs Program Act – Grantee Report
Section 00 51 00.01	Notice of Intent to Award
Section 00 51 00.02	Notice of Award
Section 00 52 00	Agreement
Section 00 55 00	Notice to Proceed
Section 00 61 13.13	Performance Bond Form

Section 00 61 13.16	Payment Bond Form
Section 00 62 76	Contractor's Application for Payment
Section 00 63 36	Field Order
Section 00 63 49	Work Change Directive
Section 00 63 63	Change Order Form
Section 00 65 16	Certificate of Substantial Completion
Section 00 72 00	General Conditions
Section 00 73 00	Supplementary Conditions
Section 00 73 40	DCEO Business Enterprise Program (BEP) Utilization Plan
Section 00 73 40.01	BEP Section I Utilization of Certified Vendors
Section 00 73 40.02	BEP Section II Demonstration of Good Faith Effort
Section 00 73 43	Wage Rate Requirements

Division 01 General Requirements

Section 01 14 00	Work Restrictions
Section 01 26 57	Change Order Procedures
Section 01 29 00	Payment Procedures
Section 01 29 76	Progress Payment Procedures
Section 01 30 00	Administrative Requirements
Section 01 31 13	Project Coordination
Section 01 31 19	Project Meetings
Section 01 33 00	Submittal Procedures
Section 01 41 00	Regulatory Requirements
Section 01 42 19	Reference Standards
Section 01 45 00	Quality Control
Section 01 45 23.09	Testing for Acceptance of Gas Piping
Section 01 45 23.11	Testing for Acceptance of Process Piping
Section 01 45 23.13	Testing for Acceptance of Water Mains (Plant Effluent Water and Potable Water)
Section 01 45 23.16	Testing for Acceptance for Sanitary Sewer Force Main and Gravity Lines
Section 01 45 29	Testing Laboratory Services
Section 01 50 00	Temporary Facilities and Controls
Section 01 55 11	Traffic Control and Protection
Section 01 57 26	Dust Control
Section 01 60 00	Product Requirements
Section 01 73 29	Cutting and Patching
Section 01 75 00	Starting and Adjusting

Section 01 75 03	Testing, Adjusting, and Balancing of Systems
Section 01 77 00	Execution and Closeout Requirements
Section 01 79 00	Demonstration and Training

Division 02 Existing Conditions

Section 02 29 00	Temporary Bypass Pumping Systems
Section 02 41 00	Building and Site Demolition
Section 02 41 19	Selective Demolition
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Division 03 Concrete

Section 03 01 00	Maintenance of Concrete
Section 03 30 00	Cast-In-Place Concrete
Section 03 41 13	Precast Concrete Hollow Core Planks
Section 03 60 00	Grouting

Division 04 Masonry

Section 04 05 14	Masonry Mortaring and Grouting
Section 04 20 00	Unit Masonry

Division 05 Metals

Section 05 05 19	Post-Installed Concrete Anchors
Section 05 05 23	Metal Fastenings
Section 05 12 00	Structural Steel Framing
Section 05 50 00	Metal Fabrications
Section 05 50 50	Weir Plates and Baffles
Section 05 51 33	Metal Ladders
Section 05 52 00	Metal Railings
Section 05 53 00	Metal Gratings
Section 05 55 16	Metal Stair Nosing
Section 05 56 00	Metal Castings

Division 06 Wood, Plastics, and Composites

Section 06 10 53 Miscellaneous Rough Carpentry

Division 07 Thermal and Moisture Protection

~~Section 07 11 13 Bituminous Dampproofing (Spec Deleted in its entirety by Addendum 1)~~
Section 07 21 13 Board Insulation
Section 07 22 19 Tapered Roof Insulation
Section 07 27 26 Fluid Applied Membrane Air Barriers
Section 07 41 13 Standing Seam Metal Roofing
~~Section 07 41 14 Metal Panel Canopy Roofing (Spec Deleted in its entirety by Addendum 1)~~
Section 07 53 03 Thermoplastic Polyolefin (TPO) Roofing
Section 07 62 00 Sheet Metal Flashing and Trim
Section 07 71 23 Manufactured Gutters and Downspouts
Section 07 84 00 Firestopping
Section 07 92 00 Joint Sealants

Division 08 Openings

Section 08 11 16 Aluminum Flush Doors and Frames
Section 08 33 23 Overhead Coiling Doors
Section 08 63 00 Removable Translucent Skylight (Added by Addendum 1)
Section 08 71 00 Door Hardware
Section 08 80 00 Glazing

Division 09 Finishes

Section 09 96 00 High-Performance Coatings

Division 10 Specialties

Section 10 14 00 Signage
Section 10 14 16 Plaque
Section 10 41 21 Exterior Metal Letters
Section 10 44 00 Fire Protection Specialties
Section 10 73 00 Shelter System

Division 22 Plumbing

Section 22 05 03	Pipes and Tubes for Plumbing Piping and Equipment
Section 22 05 16	Expansion Fittings and Loops for Plumbing Piping
Section 22 05 23	General-Duty Valves for Plumbing Piping
Section 22 05 29	Hangers and Supports for Plumbing Piping and Equipment
Section 22 13 19	Plumbing Specialties
Section 22 30 00	Plumbing Equipment
Section 22 40 00	Plumbing Fixtures

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Division 23 **Heating, Ventilating, and Air Conditioning (HVAC)**

Section 23 05 00	Basic HVAC Requirements
Section 23 05 29	HVAC Supports and Anchors
Section 23 05 53	HVAC Identification
Section 23 05 93	Testing, Adjusting, and Balancing
Section 23 07 13	Ductwork Insulation
Section 23 09 00	Controls
Section 23 09 13	Instrumentation
Section 23 11 23	Natural Gas
Section 23 31 00	Ductwork
Section 23 33 00	Ductwork Accessories
Section 23 34 23	Power Ventilators
Section 23 37 00	Air Inlets and Outlets
Section 23 74 13	Rooftop Modular Air Handling Units
Section 23 81 21	Computer Room Air Conditioning Units
Section 23 81 26	Split System Air Conditioning Units

Division 26 **Electrical**

Section 26 00 00	Basic Electrical Materials and Methods
Section 26 05 00	Common Work Results for Electrical Systems
Section 26 05 03	Equipment Wiring Connections
Section 26 05 19	Low-Voltage Electrical Conductors and Cables
Section 26 05 26	Grounding and Bonding for Electrical Systems
Section 26 05 29	Hangers and Supports for Electrical Systems
Section 26 05 33	Raceway and Boxes for Electrical Systems

Section 26 05 53	Identification for Electrical Systems
Section 26 05 73	Electrical Power Systems Study
Section 26 09 16	Electrical Controls and Relays
Section 26 22 00	Low-Voltage Transformers
Section 26 24 16	Panelboards
Section 26 24 19	Motor Control Centers
Section 26 27 26	Wiring Devices
Section 26 28 13	Fuses
Section 26 28 19	Enclosed Switches
Section 26 29 16	Enclosed Contractors
Section 26 43 13	Surge Protection for Low-Voltage Electrical Power Circuits
Section 26 51 00	Interior Lighting
Section 26 52 00	Emergency Lighting
Section 26 56 00	Exterior Lighting

Division 28 Electronic Safety and Security

Section 28 31 11	Fire Alarm and Detection Systems
Section 28 33 00	Gas Detection and Alarm Systems

Division 31 Earthwork

Section 31 11 00	Clearing and Grubbing
Section 31 22 13	Rough Grading
Section 31 23 16	Excavation
Section 31 23 16.26	Rock Removal
Section 31 23 16.29	Unsuitable Foundation or Base Materials
Section 31 23 19	Dewatering
Section 31 23 23.13	Backfill
Section 31 23 36	Excavation and Backfill for Underground Conduits
Section 31 41 00	Shoring

Division 32 Exterior Improvements

Section 32 05 39	Restoration of Surfaces
Section 32 12 16	Asphaltic Concrete Paving
Section 32 13 13	Concrete Paving
Section 32 31 13	Chain Link Fences and Gates

Section 32 91 19 Landscape Grading
Section 32 92 19 Seeding

Division 33 Utilities

Section 33 05 13 Concrete Structures, Junction Boxes, Vaults, Manholes, and Inlets for Piping
Section 33 05 16.19 Valve and Curb Boxes
Section 33 05 29 Restoration of Underground Conduits
Section 33 10 00 Potable and Plant Effluent Water Distribution Systems
Section 33 11 13.11 Copper Pipe and Fittings
Section 33 11 13.13 Ductile Iron Pipe and Fittings
Section 33 11 13.21 Steel Casing Pipe
Section 33 11 13.23 Plastic Pipe and Fittings
Section 33 11 13.31 Reinforced Concrete Pipe and Fittings
Section 33 12 16 Gate Valves for Water Distribution System
Section 33 12 19 Fire and Yard Hydrants
Section 33 13 00 Disinfection of Water Distribution System
Section 33 51 00 Natural Gas Distribution
Section 33 51 16 Valves for Natural Gas Distribution System
Section 33 71 19 Electrical Underground Ducts and Manholes

Division 35 Waterway and Marine Construction

Section 35 20 16.27 Slide Gates

Division 40 Process Integration

Section 40 05 00 Common Work Results for Process Integration
Section 40 05 13 Common Work Results for Process Piping
Section 40 05 13.03 Pipe Installation
Section 40 05 13.13 Steel Process Piping
Section 40 05 13.53 Ductile Iron Process Piping
Section 40 05 13.73 Plastic Process Piping
Section 40 05 16 Expansion and Vibration Compensation for Process Piping
Section 40 05 23 Common Work Results for Process Valves
Section 40 05 23.03 Check Valves
Section 40 05 23.07 Plug Valves
Section 40 05 23.08 Butterfly Valves

Section 40 05 23.11	Pressure Relief Valves
Section 40 05 23.17	Plastic Ball Valves
Section 40 05 23.21	Pressure Reducing Valves
Section 40 05 26	Wall Sleeves, Wall Castings, and Wallpieces
Section 40 05 29	Process Pipe Hangers Supports and Anchors
Section 40 05 33	Electric Actuators for Process Valves
Section 40 05 53	Valve Identification
Section 40 09 03	Pressure Gauges
Section 40 42 00	Process, Plumbing and Hydronic Piping Insulation
Section 40 90 00	Instrumentation and Control for Process Systems (Addendum 1- Specification was Listed in Table of Contents. It is not included in the Specification Book and is not part of Bidder's Contract)
Section 40 90 10	System Control
Section 40 90 30	Input/Output (I/O) Point List
Section 40 91 23.39	Radar Level Meters
Section 40 91 23.40	Thermal Mass Flowmeters

Division 41 Material Processing and Handling Equipment

Section 41 12 13 Dumpster Conveyor
(Addendum 1- Specification was not Listed in Table of Contents. Specification is included in specification book and shall be included as part of Bidder's Contract)

Section 41 22 00 Cranes and Hoists

Division 43 Process Gas and Liquid Handling, Purification, and Storage Equipment

Section 43 11 36 High Speed Turbo Blowers
Section 43 21 13.11 Recessed Impeller Pump
Section 43 21 13.12 Sump Pumps
Section 43 23 58.23 Rotary Lobe Pumps

Division 44 Pollution and Waste Control Equipment

Section 44 46 00 Sludge Grinders

Division 46 Water and Wastewater Equipment

Section 46 21 57	Element Screens
Section 46 21 73	Screenings Washing and Compacting Equipment
Section 46 23 40	Inline Grit Removal Equipment
Section 46 23 63	Grit Classifying and Washing Equipment
Section 46 25 13	Common Motor Requirements for Water and Wastewater Treatment Equipment

<u>Appendix</u>	<u>Owner Supplied Equipment</u>
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END OF SECTION

SECTION 08 63 00

REMOVABLE TRANSLUCENT SKYLIGHT SYSTEM

ISSUED BY ADDENDUM 1

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes the removable structural skylight system as shown and specified. Work includes providing and installing:
 - 1. Structural aluminum box beam superstructure with permanent lifting eye-hooks.
 - 2. Factory prefabricated structural insulated translucent sandwich panels.
 - 3. Aluminum installation system with exterior accessible anchor bolts.
 - 4. Flexible flashing.
- B. Related Sections:
 - 1. Section 07 41 13 – Standing Seam Metal Roofing

1.02 SUBMITTALS

- A. Submit manufacturer's product data. Include construction details, material descriptions, profiles and finishes of components.
- B. Submit shop drawings. Include plans, elevations and details.
- C. Submit manufacturer's color charts showing the full range of colors available for factory finished aluminum.
 - 1. Submit samples for each exposed finish required, in same thickness and material indicated for the work and in size indicated below. If finishes involve normal color variations, include sample sets consisting of two or more units showing the full range of variations expected.
- D. Submit Installer Certificate, signed by installer, certifying compliance with project qualification requirements.
- E. Submit product reports from a qualified independent testing agency indicating each type and class of panel system complies with the project performance requirements, based on comprehensive testing of current products. Previously completed reports will be acceptable if for current manufacturer and indicative of products used on this project.
 - 1. Reports required are:
 - a. International Building Code Evaluation Report (AC 177).
 - b. Flame Spread and Smoke Developed (UL 723) – Submit UL Card.
 - c. Burn Extent (ASTM D 635).
 - d. Color Difference (ASTM D 2244).
 - e. Impact Strength (UL 972).

- f. Bond Tensile Strength (ASTM C 297 after aging by ASTM D 1037).
 - g. Bond Shear Strength (ASTM D 1002).
 - h. Beam Bending Strength (ASTM E 72).
 - i. Insulation U-Factor (NFRC 100).
 - j. NFRC System U-Factor Certification (NFRC 700).
 - k. Solar Heat Gain Coefficient (NFRC or Calculations).
 - l. Condensation Resistance Factor (AAMA 1503) (Thermally Broken only).
 - m. 1200°F Fire Resistance (SWRI).
 - n. Fall Through Resistance (ASTM E 661).
 - o. Class A Roof Covering Burning Brand (ASTM E 108).
 - F. Submit structural calculations of skylight system and loading reactions from skylight onto supporting structure. Reactions to be differentiated by load case (dead, live, snow, wind, seismic, etc.). Submittal shall be sealed by registered structural engineer in the state of Illinois.
- 1.03 CLOSEOUT SUBMITTALS
- A. Provide project maintenance manuals.
- 1.04 QUALITY ASSURANCE
- A. Manufacturer's Qualifications:
 - 1. Material and products shall be manufactured by a company continuously and regularly employed in the manufacture of specified materials for a period of at least ten consecutive years and which can show evidence of those materials being satisfactorily used on at least six (6) projects of similar size, scope and location. At least three of the projects shall have been in successful use for ten years or longer.
 - 2. Panel system must be listed by an ANSI accredited Evaluation Service, which requires quality control inspections and fire, structural and water infiltration testing of sandwich panel systems by an accredited agency.
 - 3. Quality control inspections shall be conducted at least once each year and shall include manufacturing facilities, sandwich panel components and production sandwich panels for conformance with AC177 "Translucent Fiberglass Reinforced Plastic (FRP) Faced Panel Wall, Roof and Skylight Systems" as issued by the ICC-ES.
 - a. Installer's Qualifications: Installation shall be by an experienced installer, who has been in the business of installing specified panel systems for at least two (2) consecutive years and can show evidence of satisfactory completion of projects of similar size, scope and type.
- 1.05 PERFORMANCE REQUIREMENTS
- A. The manufacturer shall be responsible for the configuration and fabrication of the complete removable skylight system, including the aluminum box beam superstructure with lifting eye-hooks.

1. Include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 - a. Skylight shall be removable as a complete unit by lifting eye-hooks with a crane. Disassembling individual or small groups of panels does not meet the design intent and is not acceptable.
 - b. Structural Loads; Provide removable skylight system capable of handling the following loads:
 - 1) Roof Live Load, on horizontal projected surface, minimum: 40 PSF.
 - 2) Roof Snow Load, on horizontal projected surface, minimum: 20 PSF.
 - 3) Roof Snow Drift Load, on horizontal projected surface, minimum: 0 PSF.
 - 4) Base Wind Load 50 PSF factored per applicable Building Code.
 - c. Deflection Limits.
 - 1) Skylight Panels: Limited to L/60 of clear span.
2. DESIGN
 - a. Description: Removable Skylight System.
 - 1) Number of Skylights: two (2)
 - 2) Nominal Size: 10 feet-8 inches x 13 feet-2 inches (field verify).
 - 3) Aluminum Box Beam Size: 3 inches x 7 inches.
 - 4) Roof Pitch: 20 degrees.
 - 5) Grid Pattern: 12 inch x 24 inch Shoji
 - 6) Battens: 3-1/4 inch integral
 - 7) Box Beams: 3 inch x 7 inch at perimeter of curb
 - 8) Minimal Outward Thrust: Provide horizontal ties with pin/slider connection which takes out horizontal forces internally resulting from gravity loads and are not exerted on the structural curbs. This design exerts a small force at the pinned side only from a vertically projected wind load.
 - b. Lifting eye-hooks shall be incorporated as required. Anchor bolts shall be accessed from the outside by removing the perimeter flashing.
3. DELIVERY, STORAGE AND HANDLING
 - a. Deliver removable skylight system, components and materials in manufacturer's standard protective packaging.
 - b. Store removable skylight system panels on the long edge; several inches above the ground, blocked and under cover to prevent warping in accordance with manufacturer's storage and handling instructions.
4. WARRANTY
 - a. Provide manufacturer's and installer's written warranty agreeing to repair or replace removable skylight system work, which fails in materials or workmanship within one year from the date of delivery. Failure of materials or workmanship shall

include leakage, excessive deflection, deterioration of finish on metal in excess of normal weathering, defects in accessories, insulated translucent sandwich panels and other components of the work.

- b. Warranty: (1) year from date of delivery.

PART 2 – PRODUCTS

2.01 MANUFACTURER

- A. The basis for this specification is for products manufactured by Kalwall Corporation. Kalwall: Tel: (800) 627-3861 Email: sbarba@kalwall.com
- B. No Alternates or Substitutions

2.02 PANEL COMPONENTS

- A. Face Sheets.
 - 1. Translucent faces: Manufactured from glass fiber reinforced thermoset resins, formulated specifically for architectural use.
 - a. Thermoplastic (e.g. polycarbonate, acrylic) faces are not acceptable.
 - b. Face sheets shall not deform, deflect, or drip when subjected to fire or flame.
 - 2. Interior face sheets.
 - a. Flame spread: Underwriters Laboratories (UL) listed, which requires periodic unannounced retesting, with flame spread rating no greater than [50] and smoke developed no greater than 250 when tested in accordance with UL 723.
 - b. Burn extent by ASTM D 635 shall be no greater than 1 inch.
 - 3. Exterior face sheets.
 - a. Color stability: Full thickness of the exterior face sheet shall not change color more than 3 CIE Units DELTA E by ASTM D 2244 after five (5) years outdoor South Florida weathering at five (5) degrees facing south, determined by the average of at least three white samples with and without a protective film or coating to ensure long-term color stability. Color stability shall be unaffected by abrasion or scratching.
 - b. Strength: Exterior face sheet shall be uniform in strength, impenetrable by hand held pencil and repel an impact minimum of 70 ft. lbs. without fracture or tear when impacted by a 3-1/4-inch diameter, 5 lb. free-falling ball per UL 972.
 - c. Erosion Protection: Integral, embedded-glass erosion barrier.
 - 4. Appearance.
 - a. Exterior face sheet: Smooth, 0.070" thick, color to be Crystal.
 - b. Interior face sheet: Smooth, 0.045" thick, color to be White S-171
 - c. Face sheets shall not vary more than $\pm 10\%$ in thickness and be uniform in color.
- B. Grid Core.

1. Thermally broken composite I-beam grid core shall be of 6063-T6 or 6005-T5 alloy and temper with provisions for mechanical interlocking of muntin-mullion and perimeter. Width of I-beam shall be no less than 7/16 inches.
 2. I-beam Thermal break: Minimum 1 inch, thermoset fiberglass composite.
- C. Laminate Adhesive:
1. Heat and pressure resin type adhesive engineered for structural sandwich panel use, with minimum 25-years field use. Adhesive shall pass testing requirements specified by the International Code Council "Acceptance Criteria for Sandwich Panel Adhesives."
 2. Minimum tensile strength of 750 PSI when the panel assembly is tested by ASTM C 297 after two (2) exposures to six (6) cycles each of the aging conditions prescribed by ASTM D 1037.
 3. Minimum shear strength of the panel adhesive by ASTM D 1002 after exposure to four (4) separate conditions:
 - a. 50% Relative Humidity at 68 degrees Fahrenheit: 540 PSI.
 - b. 182 degrees Fahrenheit: 100 PSI.
 - c. Accelerated Aging by ASTM D 1037 at room temperature: 800 PSI.
 - d. Accelerated Aging by ASTM D 1037 at 182 degrees Fahrenheit: 250 PSI.

2.03 PANEL CONSTRUCTION

- A. Provide sandwich panels of flat fiberglass reinforced translucent face sheets laminated to a grid core of mechanically interlocking I-beams. The adhesive bonding line shall be straight, cover the entire width of the I-beam and have a neat, sharp edge.
 1. Thickness: 2-3/4 inches.
 2. Light transmission: 26%.
 3. Solar heat gain coefficient: 30.
 4. Panel U-factor by NFRC certified laboratory: .23 U-factor.
 5. Grid pattern: Nominal size 12x24; pattern Shoji.
- B. Standard panels shall deflect no more than 1.9 inches at 30 PSF in 10 feet-0 inches span without a supporting frame by ASTM E 72.
- C. Standard panels shall withstand 1200° F fire for minimum one (1) hour without collapse or exterior flaming.
- D. Thermally broken panels: Minimum Condensation Resistance Factor of 80 by AAMA 1503 measured on the bond line.
- E. Removable Skylight System:
 1. Removable skylight system shall pass Class A Roof Burning Brand Test by ASTM E 108.
- F. Removable skylight system shall meet the fall through requirements of OSHA 1910.23 as demonstrated by testing in accordance with ASTM E 661, thereby not requiring supplemental screens or railings.

2.04 BATTENS AND PERIMETER CLOSURE SYSTEM

- A. Closure system: Extruded aluminum 6063-T6 and 6063-T5 alloy and temper clamp-tite screw type closure system.
- B. Sealing tape: Manufacturer's standard, pre-applied to closure system at the factory under controlled conditions.
- C. Fasteners: Various series stainless steel screws for aluminum closures, excluding final fasteners to the building.
- D. Finish: Manufacturer's factory applied finish, which meets the performance requirements of AAMA 2604. Color to be selected from manufacturer's standards.

2.05 SUPERSTRUCTURE

- A. The superstructure shall be pre-fabricated of extruded aluminum alloy 6005-T5, 6005A-T61 or 6061-T6 box beams. Ferrous metals shall not be allowed. All parts shall be pre-assembled at the factory and knocked down for shipment. System shall be a Rigid Frame design.
- B. Finish: Manufacturer's factory applied finish, which meets the performance requirements of AAMA 2604. Color to be selected from manufacturer's standards.
- C. Aluminum structural system design and calculations must be furnished in accordance with the Aluminum Association "Specifications for Aluminum Structures" and the applicable building code. Design calculations must be prepared and stamped by a Licensed Professional Engineer.
- D. The superstructure shall incorporate permanent lifting eye-hooks that allow for the unit to be lifted by crane.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Installer shall examine substrates, supporting structure and installation conditions.
- B. Do not proceed with removable structural skylight installation until unsatisfactory conditions have been corrected by the general contractor.

3.02 PREPARATION

- A. Metal Protection.
 - 1. The general contractor shall prepare foundations, curbs, footings and/or lintels isolating dissimilar materials from aluminum system, which may cause electrolysis.
 - 2. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.
 - 3. Where aluminum will contact concrete, masonry or pressure treated wood, protect against corrosion by painting contact surfaces with bituminous paint or method recommended by manufacturer.
- B. The general contractor shall install curbs designed to withstand the thrust generated by the skylight.
- C. The general contractor shall provide temporary enclosures required.

3.03 INSTALLATION

- A. Install the removable skylight system in accordance with the manufacturer's installation recommendations and approved shop drawings.
 - 1. Anchor component parts securely in place by permanent mechanical attachment system.
 - 2. Accommodate thermal and mechanical movements.
- B. After other trades have completed work on adjacent material, carefully inspect translucent panel installation and make adjustments necessary to ensure proper installation.

3.04 CLEANING

- A. Clean the skylight system immediately after installation.
- B. Refer to manufacturer's written recommendations.

END OF SECTION

IV. REISSUED PLANS

V. PREBID MEETING MINUTES AND ATTENDANCE LIST

**DUPAGE COUNTY
WGV WWTP PHASE 1 IMPROVEMENTS
PRE-BID MEETING - MINUTES**

May 1, 2024

- DuPage County staff began Pre-Bid Meeting at 10:06 AM at the WGV WWTP.
- DuPage County staff instructed attendees to sign the mandatory attendance sheet (See attached).
- DuPage County staff discussed bid opening date and time.
 - Bids to be opened by the County at 10:00 a.m. May 23, 2024
 - No bids will be accepted after this time.
- Attendees introduced themselves
- Pre-bid meeting minutes will be issues with Addendum 1
 - Addendum 1 is estimated to be sent out May 6th.
- Mark Halm, Fehr Graham, made a Powerpooint Presentation. The presentation is included with these minutes.
 - The project will be funded w SRLF and DCEO funds
 - Contractors must advertise for BEP Participation a minimum of 16 days before bid opening
 - BEP participation is mandatory
 - The BEP Utilization Plan 00 73 40 must be included in its entirety
 - The BEP goals must be met as specified totaling 28%
 - Sean had stated that payments to the contractor will have an approximate two-week turnaround from when payment request is provided to the County, upon approval by Engineer. The County pays before SRLF disbursements are received.
 - Mark briefly mentioned work scope by area.
 - Owner procured Turbo Blower shop drawing will be provided to General Contractor. Blower shop drawing Included in Appendix of Specifications.
- An aerial of the existing site, broken out by Areas A thru I, was shown to meeting attendees.
 - South of the Nitrification Towers in Area G is the lay down area for a currently ongoing project which will wrap up closer to the end of the year.
 - Project Contractor: Aldridge Construction, Inc.

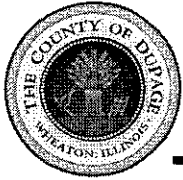
- Mark spoke about each area of the site and discussed each building to provide attendees a description of the treatment facility's processes.
- Area D – Demolition
 - It was mentioned how earth retention system will be required on west side.
- Area F – Demolition
 - Pavement and light pole removal
- Area D – Utilities
 - Mark pointed out 66" interceptor and various other adjacent utilities
 - 24" plant drain line that is being re-routed south
- Area F – Utilities
 - Building 3 – gas lines, drains, and tertiary effluent piping being brought to building.
- Area 2 – Raw Sewage Pump Station Modifications
 - Remove existing screens, gates, and concrete channels.
 - Concrete rehabilitation and coatings.
 - Bypass pumping required and described in specifications
- Area 20 – Screenings Building
 - Install screens with skylight for future equipment.
 - Install radar levels before and after screening equipment
 - Dumpsterveyor
 - Non-Potable Water Tank
 - Natural gas line to air handling unit
 - Drain lines between Building 2 and 20 to tie into effluent channel
 - Bypass pumping required to remove existing 66"
- Area 3 – Grit Building
 - Existing structure being modified.
 - Bypass line construction will be required.
 - Bypass instructions are in Work Restrictions Specification (01 14 00)
 - Refer to Appendix in Specification binder for Owner Supplied Equipment being provided for installation.
 - (1) new Grit Tank, (1) existing Grit Tank being modified.
 - Provided rendering of interior view of grit building.
- Area 4 – Aeration Tanks

- Donahue & Associates is plant integrator.
 - Scope of supply being provided included within Specification 00 41 00.02a
 - Temporary pipe to be installed to keep plant in service during construction work.
- Area 8 – Sludge Handling (TWAS)
 - County Staff will handle installing pumps, grinders, piping, and related electrical work.
 - General Contractor is to supply the specified pump and grinders and make penetrations into the new tanks. County staff will be pouring housekeeping pads, purchasing, and installing all piping, valves, conduit, and wire.
- Project Schedule
 - Went over how the General Contractor has 600 days until substantial completion and 630 days for final completion.
 - Time Starts after Notice to Proceed is issued.
- Bidders Checklist
 - Refer to Specification 00 41 00 for Contractor **required** certifications.
 - It was mentioned that bidders should not forget about the required BEP utilization plan as provided in Specification 00 73 40.
- The bid forms were reviewed (00 41 00)
 - Unit Cost items
 - Tabulation of Major Equipment Items
 - Additive unit cost alternatives:
 - Backfill & Concrete paving.
- It was mentioned that Addendum 1 will be issues on May 6, 2024
- Mark opened the meeting up for questions (see below) and then the meeting was adjourned after questions were taken.

Questions:

- 1) How long is EPA review process before construction can begin?
 - a. Answer: EPA review can be up to 180 day.. Contractors need to hold their price through this period.
- 2) How to obtain building and demolition permits?

- a. Answer: Contractors will need to register for building/demo permits through the village of Woodridge.
- 3) DBE question – Which rules to follow?
 - a. Answer: 28% DBE
 - b. Answer: more stringent of wages either Davis Bacon, or Illinois Prevailing Wage
- 4) Can contractor's send shop drawing before IEPA review?
 - a. Answer: Yes, but at the contractor's own risk.
- 5) Are as-builts of Building 3 available?
 - a. Answer: Yes. These will be available with Addendum 1.






DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400
Wheaton, Illinois 60187-3978

MANDATORY PRE-BID CONFERENCE & SITE VISITATION BID #24-045-PW

WOODRIDGE GREENE VALLEY (WGV) - WWTP - PHASE 1 IMPROVEMENTS

May 1, 2024, at 10:00 A.M.
DuPage County Power Plant
7900 South Illinois Route 53, Woodridge, Illinois 60517

<p>Please print legibly <u>Mandatory Pre-Bid Conference:</u> Please complete a box with your information as proof that you have attended the Mandatory Pre-Bid Conference; or your bid will not be accepted.</p>	<p><u>Mandatory Site Visit:</u> This column is to be completed <u>only</u> at the Site Visit Please initial <u>next to your name</u> in this column as proof that you have attended the Site visit; or your bid will not be accepted.</p>
<p>Name: <u>John Mailhot</u> Company: <u>John Burns</u> Main address: <u>999 Oakmont</u> City, State, Zip: <u>Westmont IL</u> Phone: <u>620-710-1620</u> Email: <u>Jmailhot@jbcco.com</u></p>	
<p>Name: <u>Jay Petty</u> Company: <u>John Burns</u> Main address: <u>999 Oakmont Plaza Dr</u> City, State, Zip: <u>Westmont, IL</u> Phone: <u>708 927 1371</u> Email: <u>jpetty@jbcco.com</u></p>	
<p>Name: <u>Jeff Griffard</u> Company: <u>Integrated Demolition Service, LLC</u> Main address: <u>1312 Prospect Ave</u> City, State, Zip: <u>Willow Springs, IL 60780</u> Phone: <u>708-666-6942</u> Email: <u>Jeff@integrateddemolition.com</u></p>	

Name: <u>Bill Handt</u> Company: <u>Alliance Concrete Sawing & Drilling</u> Main address: City, State, Zip <u>East Dundee IL</u> Phone: <u>847-783-6585</u> Email: <u>bhandt@alliance sawing.com</u>	W.H.
Name: <u>Tom Jones</u> Company: <u>VISSERIN CONSTRUCTION</u> Main address: City, State, Zip <u>175 BENCHMARK IND DR, STREATOR, IL 61364</u> Phone: <u>815-673-5511</u> Email: <u>TJONES@VISSEKING.COM</u>	TJ
Name: <u>TOM KELAN</u> Company: <u>JJ HENDERSON & SON</u> Main address: City, State, Zip <u>4222 GRAND AVE - GURNEE, IL</u> Phone: <u>847-244-3222</u> Email: <u>ESTIMATING@JSHENDERSON.COM</u>	JK
Name: <u>Kevin Zei</u> Company: <u>Sherwin Williams</u> Main address: <u>4516 W. Burnham St</u> City, State, Zip <u>West Milwaukee, WI 53219</u> Phone: <u>262-202-3560</u> Email: <u>Kevin.F.Zei@sherwin.com</u>	KZ
Name: <u>COLIN WILLIAMS</u> Company: <u>WILLIAMS BROTHERS CONSTRUCTION INC.</u> Main address: City, State, Zip <u>PEORIA HEIGHTS, IL 61616</u> Phone: <u>309-688-0416</u> Email: <u>estimating@wbci.us</u>	CW

Name: <u>Mike Ronan</u> Company: <u>Rain For Rent</u> Main address: <u>Joliet</u> City, State, Zip: <u>Joliet, IL</u> Phone: <u>815 600 0022</u> Email: <u>MRonan@rainforrent.com</u>	MR
Name: <u>Chris Olson</u> Company: <u>Independent Mech.</u> Main address: <u>Elk Grove</u> City, State, Zip: <u>Elk Grove</u> Phone: <u>713 908 5343</u> Email: <u>colson@independentmech.com</u>	CO
Name: <u>Pat Wood</u> Company: <u>IHC Construction Companies, LLC</u> Main address: <u></u> City, State, Zip: <u>385 Airport Rd Elgin, IL 60123</u> Phone: <u>847 742 1516</u> Email: <u>estimating@ihcconstruction.com</u>	pw
Name: <u>AL FORMEISTER</u> Company: <u>NATIONAL WRECKING COMPANY</u> Main address: <u></u> City, State, Zip: <u>2441 N. LEAVITT CHICAGO 60617</u> <u>722- DRBEMO</u> Phone: <u>384-2800</u> Email: <u>NATIONALWRECKING.COM</u>	X
Name: _____ Company: _____ Main address: _____ City, State, Zip: _____ Phone: _____ Email: _____	

Name: <u>G. Arhain</u> Company: <u>Dryden</u> Main address: _____ City, State, Zip: <u>Elgin IL</u> Phone: <u>630 814911</u> Email: <u>GArhain@Dryden.ca</u>	<u>Gar</u>
Name: <u>Sam Henderson</u> Company: <u>Joseph T Henderson</u> Main address: <u>4288 Old Grand Ave</u> City, State, Zip: <u>Gurnee IL 60031</u> Phone: <u>847-244-3222</u> Email: <u>estimating@jthenderson.com</u>	<u>Stt</u>
Name: _____ Company: _____ Main address: _____ City, State, Zip: _____ Phone: _____ Email: _____	
Name: _____ Company: _____ Main address: _____ City, State, Zip: _____ Phone: _____ Email: _____	
Name: _____ Company: _____ Main address: _____ City, State, Zip: _____ Phone: _____ Email: _____	

VI. REFERENCE PLANS – EXISTING ARCHITECTURAL AND STRUCTURAL DRAWINGS OF BUILDING 3

NOTE THESE HAVE NOT BEEN CONFIRMED TO BE
“AS-BUILT”

SECTION 00 91 13.02

DUPAGE COUNTY, IL
WOODRIDGE GREENE VALLEY WASTEWATER TREATMENT PLANT
PHASE 1 - IMPROVEMENTS

BID DATE: May 23, 2024
ADDENDUM NO. 2

ISSUED - May 15, 2024

THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL
BIDDING DOCUMENTS AS NOTED BELOW.

TABLE OF CONTENTS

- I. ADDENDA ITEMS RELATING TO CONTRACT SPECIFICATIONS
 - II. ADDENDA ITEMS RELATING TO CONTRACT PLANS
 - III. QUESTIONS FROM BIDDERS NOT COVERED ELSEWHERE
 - IV. ATTACHMENT A – STORMWATER PERMIT LETTER FROM VILLAGE OF WOODRIDGE
 - V. REISSUED DRAWINGS
-

I. ADDENDA ITEMS RELATING TO CONTRACT SPECIFICATIONS

A. Specification Section 00 31 46 – Permit

- 1. **ADD** after 00 31 46, the Stormwater Permit Letter from the Village of Woodridge – **Attachment A**
- 2. **ADD** Paragraph 1.01. C.
 - C. The contractors are responsible for registering with the City of Woodridge. The registration fee for the General Contractor is \$100.00, the fee for the electrical contractor is \$25.00, the fee for the HVAC contractor is \$50.00. The building permit application has been submitted by the County and will be obtained prior to the Notice to Proceed being issued. No other costs will be assessed by the Village of Woodridge Building Department.

B. Specification Section 01 50 00 – Temporary Facilities and Controls

- 1. **REPLACE** Paragraph 1.04.A.1, 1.04.A.2 and 1.04.A.3 WITH
 - 1. The contractor may use 480 V power from MCCP21 and MCCP2 for construction activities including power for dewatering and field trailers. All electrical equipment, transformers, breakers, disconnects, wiring and conduit is to be provided by the contractor. The power is to be metered.

Cost for power will be assessed on monthly basis and the cost for power is \$0.15/kw-hr.

2. Contractor is to prepare a plan detailing the proposed loads, connection to the existing MCC, circuit protection, ground fault protection, metering, step-down transformers, and distribution for informational review by Owner and Engineer

C. Specification Section 02 41 19 – Selective Demolition

1. **ADD Paragraph 3.08.B. C. and D.**

- A. DuPage County will dewater the existing grit tanks and hose down the grit tanks from adjacent walkways. It is not anticipated that grit will be accumulated in the grit tanks after the County dewaterers and hoses down.
 1. The Contractor will be required to power wash the grit tank and scrub all surfaces using Simple Green Cleaner/ Degreaser or approved equal. Other chemical additives shall not be used unless they are specifically approved by the plant operators.
 2. The Contractor will be required to power wash Rooms 102, 105 and 202 in Area 3 and also to be scrub all surfaces using Simple Green Cleaner/ Degreaser or approved equal. The contractor will be responsible for the preparation of surfaces to receive painting and coatings. Other chemical additives shall not be used unless they are specifically approved by the plant operators.
- B. Grit that is accumulated in the existing grit influent channel will be vactored and disposed of by the County.
- C. The County will not remove grit from the influent or effluent channels of the aeration tanks or from the aeration tanks. If the Contractors requires grit and debris to be removed to facilitate construction, the costs for removal and disposal will be solely the responsibility of the contractor.

D. Specification Section 08 33 23- Overhead Coiling Doors

1. **DELETE** paragraph 1.2.D.
2. **DELETE** paragraphs 1.6.A.B.C.E.F. and relabel D. as A.
3. **DELETE** paragraph 2.2.C.1 and relabel paragraph 2.2.C.2. as 2.2.C.1

E. Specification Section 09 96 00 – High-Performance Coatings

1. **REPLACE** Article 2.03.K **WITH**

K. FLEXIBLE EPOXY POLYMER COATING SYSTEM 1

1. **Location: Concrete Deck above Room 105 in Area 3.**
2. Surface Preparation: Allow new concrete to cure and dry for 28 days. Abrasive blast in accordance with SSPC SP-13.
3. Patching and Parging: Fill all voids and bug-holes with Carboline Carboguard 510; thickness up to 2 inches; Sherwin Williams Steel-Seam FT910 (Applied over Corobond 100 Epoxy Primer); thickness 5.0 to 500 dry mils; or equal.
4. Primer: One coat of Carboline Semstone 110; thickness 4.0 to 6.0 dry mils; Sherwin Williams Corobond 100 Epoxy (Applied under Steel-Seam

FT910 Patching Compound, as needed); thickness 4.0 to 6.0 dry mils; or equal.

5. Intermediate: One coat of Carboline Semstone 805; thickness 20 to 40 dry mils per coat; Sherwin Williams Resuflor 3555; thickness 20 to 40 dry mils per coat.
6. Top: One coat of Carboline Sanitile 865; thickness 2 to 4 dry mils; Sherwin Williams Resutile HPS 100; thickness 2 to 3 dry mils per coat.
7. Reinforcing fabric: Carboline Semstone 100 over expansion joints; Sherwin Williams 1.5 oz chopped strand fiberglass matting over expansion joints
8. Color: Haze Gray

2. **ADD** Article 3.07.B. and relabel subsequent articles sequentially

- A. Refer to notes on Sheet 2G3 for Lining System Specification and Requirements for Existing Raw Sewage Pump Station

F. Specification Section 40 90 10- System Control

1. **RELABEL** articles following 3.01. in order, 3.01.A.-3.01.F
2. **REPLACE** words in reordered Article 3.01.E.2 (via Grit Washer Master Control Panel 3-CP-GW-1 or 2) **WITH** 103-PLC-1
3. **ADD Paragraph 3.01.G**

G. Area 8: TWAS Pumps and Grinders

A. LOCAL

1. In HAND position the operator shall be able to run the pump by selecting the respective HOA selector switch. Turning the HOA selector switch to Off will stop the unit.

B. REMOTE

1. In AUTO position the operator shall be able to run the selected pump and grinder based on the sludge level in the TWAS tank. An active alarm will prevent the pumps and grinders from starting. The grit pump and grinder controls will operate based on the following logic:
2. TWAS tank sludge level on set point sends signal to pump/grinder.
3. Selected grinder starts.
4. Associated pump solenoid valve opens.
5. Selected pump starts after programmable time delay.
6. Sludge level off set point stops selected pump.
7. Solenoid valve closes
8. Selected grinder stops after programmable time delay.

G. Specification Section 40 15 13.13- Steel Process Piping

1. **CHANGE** "3-Inch through 12-inch" in Article 1.02.C.20 **WITH** "3-Inch and Larger"
2. **DELETE** "3-inch through 12" in Article 1.02.C.21
3. **REPLACE** Article 2.02.A.2. **WITH**
 - A. (Carbon) Steel Pipe.

2. Wall Thickness:
 - a) Schedule 40 for Natural Gas
 - b) Schedule 20 or STD for Low Pressure Air or Process Air

H. Specification Section 43 23 58.23- Rotary Lobe Pumps

1. **DELETE** Article 2.03B. and 2.03C

I. Specification Section 46 23 40 – In-Line Grit Removal Equipment

1. Paragraph 2.02.A.1 **REPLACE** “Two 1-1/2 inch True Union Ball Valve- Asahi Type 21 or equal” **WITH** “Two 1-inch flanged, Asahi Globe Valves. Provide total of four companion Van-Stone flanges and total of two unions to be installed upstream of each respective globe valve.”

J. Specification Section 46 23 63 – In-Line Grit Removal Equipment

1. Paragraph 2.02.F.2, **CHANGE** “(and three grit pumps” **TO** “two grit pumps.”

II. **ADDENDA ITEMS RELATING TO CONTRACT DRAWINGS**

A. SD2

1. **ADD** to the end of Note D. “ Refer to Specification Section 01 50 00.”

B. SD12

1. **CHANGE** the rim elevation of the two 48 inch catch basins west and north west of the proposed TWAS storage tank (Area 8) **FROM** 650.15 **TO** 654.02 and **FROM** 650.10 **TO** 654.02
2. **ADD** Note 2.
 2. Refer to 20M1 for gas pipe routing coordination to MAU.

C. 20A9- Door Schedule

1. **ADD** words after “...Explosion Proof, Refer to Specifications 08 33 23 Article 2.2.G. for Electric Operator Requirements for Class 1, Division 1 and 2 areas.”

D. 2E2

1. **CHANGE** Main Breaker **FROM** 800 Amp to 1200 Amp w Arc Energy Reduction;
2. **CHANGE** Designation Above Single Line **FROM** 1200A, 480v, 3P TO 1200A, 480v, 3P, 3 Wire

E. 2E3

1. **CHANGE** Main Breaker **FROM** 800 Amp to 1200 Amp w Arc Energy Reduction;
2. **CHANGE** Designation Above Single Line **FROM** 1200A, 480v, 3P TO 1200A, 480v, 3P, 3 Wire

F. 3A5

1. **DELETE** Note 2 under door schedule.
 2. **ADD** Note 2 under door schedule.
 2. Refer to Specifications 08 33 23 Article 2.2.G. for Electric Operator Requirements for unclassified areas.
- G. 3P1
1. **CHANGE** 3P11 **TO** 3P10 in Note 4.
- H. 3P7
1. **ADD** to Detail 3 end of Note 1 "...Watts Bronze LFU5B-Z3-GG, 25 to 75 psig range"
- I. 3P10
1. **CHANGE FROM** 1-1/2" **TO** 1" immediately downstream of 3-V-504 and 3-V-505.
 2. **CHANGE** "Valve by in-line grit removal mfg." **FROM** ball valve **TO** globe valve
- J. 3P11
1. **CHANGE** 3-V-01, 3-V-02, 3-V-03, 3-V-04 **FROM** 16 inch **TO** 18 in
- K. 3M3 and 3M4
1. **ADD** Note to each drawing. "GR is Gas Regulator – See Schedule on XM-5 sheets."
- L. 3E4
1. **ADD** Note 12
 12. Conduits C-327 and C-326 are to be routed to handrail mounted remote transmitter and then to 103-PLC-1. Transmitter to have sun shade refer to specification.
- M. 20M1
1. **CHANGE** "2/M-401" **TO** "4 & 5 ON XM-1" in Keynote 4
 2. Section Markers 3 and 4 **CHANGE** "M300" **TO** "XM-1".
 3. **ADD** Keynote 12
 12. "GR is Gas Regulator – See Schedule on XM-5 sheets. Provide two bollards to protect GR-3. Refer to standard details. GR-3 is to be located near building and above ground piping to be black steel. After GR-3 transition to MDPE below grade and route to MAU, refer to SD-12."
- N. 20E2
1. **ADD** Notes 10 and 11
 10. Conduits including P-228, P-218, and C-201 are to be routed in underground ductbank from Building 20 to Building 2, refer to XE sheets for ductbank details. Refer to note 8 on drawing 2E5, and note 9 on this sheet. Possible ductbank route is from north wall basement of dry well in building 2 to building 20 electrical room.
 11. Conduit C-207, and C-208 are to be routed to remote wall mounted transmitter and then to 120-PLC-1. Conduit is to be embedded in slab. Transmitter to have sun shade refer to specification.
- O. XM1

1. Section Markers 3 and 4 **CHANGE** "M300" **TO** "XM-1".

III. QUESTIONS FROM BIDDERS NOT COVERED ELSEWHERE

- A. RFI: The 05 12 00 - Structural Steel Framing Specification reference AISC Standards in 1.02,C and 3.03,A. This reference is duplicated on plan sheet 4. Please confirm if AISC Certification is required for Fabrication and Erecting of the Structural Steel or if these are just references to those standards

ANSWER: AISC Certification is not required for Fabricators or Erectors, however the fabrication and erection will need to be performed in accordance with AISC Standards.

- B. RFI: Detail 20S8, Steel Beam to Wall Detail shows the bearing/attachment of the beams at the west facing or low wall; however, no information is information is provided for the bearing/attachment of the beams at the east facing or high wall. Please clarify, provide necessary details.

ANSWER: Steel Beam to Wall Detail and Masonry Top Cap Detail on Sheet 20S8 should be along west wall as shown and shall be similar along east wall.

- C. RFI: Refer to Sheet 20S8, Skylight Curb Detail. Please clarify and/or provide a detail for attachment/anchorage of the PL 1/8" (HDG).

ANSWER: Contractor is responsible to design and coordinate anchorage with Fabricator.

IV. ATTACHMENT A – STORMWATER PERMIT



Village of Woodridge

Public Works Department • One Plaza Drive • Woodridge, IL 60517-4199
(630)-719-4753 • TTY (630)-719-2498 • FAX (630)-719-0971

May 9, 2024

DuPage County Public Works
ATT: Sean Reese
7900 Route 53
Woodridge, IL 60517

RE: **DuPage County WWTP – 7900 Route 53**
Transformer Installation
SWP Number 24-40-0004

Dear Mr. Reese:

The Village of Woodridge Public Works Department completed the review and hereby certifies the following documents for compliance with the Village of Woodridge Municipal Ordinance as well as DuPage County Countywide Stormwater and Flood Plain Ordinance:

- **Submittal letter and certification package dated January 31, 2024, 225 Pages.**

GENERAL CONDITIONS:

A request to the Village for a site inspection of all the required sediment and erosion control devices, prior to the commencement of construction activities.

Site runoff storage and compensatory storage facilities shall be either constructed before or concurrently with general construction. The facilities shall be functional prior to or concurrent with any building construction that fills in the floodplain.

The requirements for Record Drawings applies to all developments that construct stormwater facilities, or include wetland, buffer or floodplain onsite. Therefore, upon construction of the development, as-built drawings of the site must be submitted to the Village for review and approval. The as-built drawings must be prepared, signed and sealed by an Illinois registered land surveyor or professional engineer.

Sincerely,

Robert Myers
Civil Engineer

V. REISSUED DRAWINGS

- PID-3
- PID-4
- PID-8

<p style="text-align: center;">Bidder requested that existing contours be shown. (Refer to revised sheets SD2-SD7, note existing grades are show on the paving plans)</p>
--

- SD2
- SD3
- SD4
- SD5
- SD6
- SD7
- SD27

- 20A4

- 3S1
- 3S2
- 3S3
- 3S5
- 3S6
- 3S8

END OF SECTION

REISSUED DRAWINGS

SECTION 00 91 13.03

DUPAGE COUNTY, IL
WOODRIDGE GREENE VALLEY WASTEWATER TREATMENT PLANT
PHASE 1 - IMPROVEMENTS

BID DATE: May 23, 2024
ADDENDUM NO. 3

ISSUED - May 20, 2024

THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL
BIDDING DOCUMENTS AS NOTED BELOW.

TABLE OF CONTENTS

- I. ADDENDA ITEMS RELATING TO CONTRACT SPECIFICATIONS
 - II. ADDENDA ITEMS RELATING TO ADDENDUM 2
-

I. ADDENDA ITEMS RELATING TO CONTRACT SPECIFICATIONS

A. Specification Section 00 14 00 – Work Restrictions

- 1. Paragraph 3.02.F.3.a. **CHANGE** 12 MGD **TO** 28.6 MGD
- 2. Paragraph 3.02.J.3.a. **CHANGE** 12 MGD **TO** 28.6 MGD

B. Specification Section 02 29 00 – Temporary Bypass Pumping

- 1. **REPLACE** Paragraph 1.02.C **WITH**
 - C. Provide monitoring and alarm system for temporary bypass pumping system. A minimum of one month prior to pumping, coordinate with County Staff for incorporation of bypass pumping alarms/creation of alarms into existing SCADA system. In the event of a pumping failure, Contractor is to be on site within one-hour.
- 2. **CHANGE** 15 MGD **TO** 28.6 MGD in paragraph 2.3.A.1.a.

II. ADDENDA ITEMS RELATING TO ADDENDUM 2

- C. Page 5, 3P11 – **CHANGE** Reference to 3-V-01, 3-V-02, 3-V-03, 3-V-04 **TO** 3-V-100, 3-V-101, 3-V-102, 3-V-103
- D. Page 8 – **CLARIFICATION** Drawing 3S3 was not reissued

END OF SECTION

ATTACHMENT 4

CONSULTANT'S BID REVIEW AND RECOMMENDATION LETTER

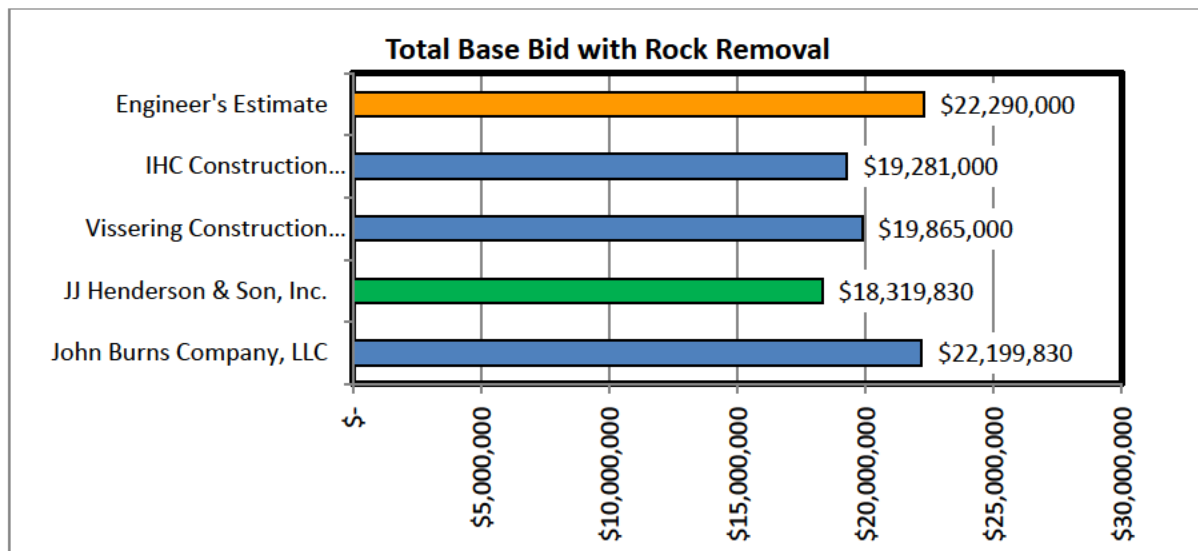
May 23, 2024

Mr. Sean Reese
Operations Manager
DuPage County – Public Works
7900 S. Route 53
Woodridge, IL 60517

RE: DuPage County Woodridge Greene Valley WWTP Phase 1 Improvements
Bid Evaluation and Recommendation

Dear Sean,

Bids were opened for the Woodridge Greene Valley WWTP Phase 1 Improvements Project on May 23, 2024. Fehr Graham has reviewed the bids. Bids were received from four general contractors. The following is a summary of the bids:



A full tabulation of the bids is attached with this letter.

All four bidders attended the mandatory pre-bid meeting. Each of the bidders submitted an affidavit of experience supporting that they have substantial experience with this type of work. The apparent low bidder, Joseph J. Henderson & Son, Inc. provided the required certifications with their bid.

The low bid was approximately 20% lower than the engineer's estimate. The remaining bids were 2-14% lower than the engineer's estimate. Therefore, Fehr Graham believes the bids are reasonable and that all bidders had a similar understanding of the scope of work.

Joseph J. Henderson & Son Construction, Inc made two errors in totaling their bid:

- The Rock Removal Unit Cost item listed in Table A, \$70,000 was excluded from the Total Base Bid.
- The guaranteed price listed in Table B for systems integration, \$399,830 was excluded from the Total Base Bid.

With the correction noted above, we recommend an award to Joseph J. Henderson & Son, Inc. in an amount totaling \$18,319,830.

Fehr Graham recommends that DuPage County Public Works proceed with this project immediately. Any delay in awarding the project can jeopardize loan funding.

Thank you for this opportunity to be of service to the County. We look forward to successful completion of the Woodridge Greene Valley WWTP Phase 1 Improvements project.

Very Truly Yours,

Fehr Graham Engineering & Environmental, Inc.

A black rectangular redaction box covering the signature of Mark J. Halm.

Mark J. Halm, P.E. BCEE
Project Manager

Cc: File 22-191

ATTACHMENT 5

NOTICE OF INTENT TO AWARD

(To be Submitted After County Board
Signature)

SECTION 00 51 00.02

NOTICE OF INTENT TO AWARD

TO: Mr. David Henderson
Joseph J. Henderson & Son, Inc.
4288 Old Grand Avenue
Gurnee, IL 60031

Project Name: **WGV - WWTP – PHASE 1 IMPROVEMENTS
DUPAGE COUNTY**

The Owner has considered the Bid submitted by you for the work referenced above in response to its Advertisement for Bids dated **April 11, 2024**, and Information for Bidders.

Your firm is the apparent low, responsive, responsible bidder with a Total Base Bid in the amount of \$18,319,830.00.

It is the intention of the Owner to issue a Notice of Award to your firm contingent on securing funds from the Illinois State Revolving Loan Fund in accordance with Title 35 of the Illinois Administrative Code, Subtitle C, Chapter II, Part 365 or other financial institutions.

You will be required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of the final Notice of Award to be sent to you upon IEPA approval.

Dated this 29th day of May, 2024.

DUPAGE COUNTY

BY: 

Title:

Chief Procurement Officer

END OF SECTION

ATTACHMENT 6

DEBT AUTHORIZING ORDINANCE



Public Works Ordinance

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: PW-O-0002-24

Agenda Date: 4/2/2024

Agenda #: 10.A.

AN ORDINANCE AUTHORIZING THE COUNTY OF
DUPAGE WATER AND SEWERAGE SYSTEM TO ENTER
INTO A LOAN AGREEMENT WITH THE ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY TO FUND PUBLIC
IMPROVEMENTS TO THE COUNTY'S
WOODRIDGE-GREENE VALLEY WASTEWATER TREATMENT PLANT

WHEREAS, the County of DuPage ("COUNTY") is a body corporate and politic entity duly organized and existing pursuant to the authority conferred upon counties by the Illinois State Constitution and Illinois General Assembly; and

WHEREAS, the Illinois General Assembly has specifically granted counties authority to construct, operate and maintain water supply and distribution systems and wastewater collection and treatment systems and to enter into agreements for purposes related thereto (Illinois Compiled Statutes Chapter 55 paragraphs 5/5-15001 *et seq.*); and

WHEREAS, pursuant to said authority, the COUNTY has constructed, operates and maintains water supply and distribution systems and wastewater collection and treatment systems throughout the COUNTY'S territory (collectively the "Systems"); and

WHEREAS, the COUNTY has engaged an engineering firm to assess future wastewater capacity needs, water service requirements, aging infrastructure, and current and future regulatory requirements; and

WHEREAS, a comprehensive capital improvement project plan ("CIP Plan") was developed identifying improvement projects to address future wastewater and water service requirements, the COUNTY'S aging infrastructure and the changing environmental regulations; and

WHEREAS, the CIP Plan identified improvements needed at the Woodridge-Greene Valley Wastewater Treatment Plant to replace aging infrastructure, to reduce the potential for catastrophic equipment failures which could result in SSOs and NPDES permit violations and to reduce energy consumption; and

WHEREAS, the DuPage County Board ("the Corporate Authorities"), with the favorable recommendation of its Public Works Committee, have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare of the COUNTY'S residents to address specific improvement needs at the Woodridge-Greene Valley Wastewater Treatment Plant consisting of adding two new mechanically cleaned bar screen and washer compactors in a new building; rehabilitation and reconstruction of the grit removal facilities including vortex grit tanks, grit pumps and classifiers; a new TWAS storage facility; replacement of centrifugal blowers with turbo blowers; and select replacement of air piping and gates; and

WHEREAS, the estimated costs of construction and installation of the above-identified immediate improvements (collectively the “Project”), including engineering, project management, legal, financial and other related expenses are projected to be up to thirty million dollars (\$30,000,000.00); and

WHEREAS, the COUNTY’S water supply and distribution systems and wastewater collection and treatment systems rely upon user-generated enterprise revenue to fund any capital expenses and that the COUNTY’S Systems will have sufficient funds to pay only a portion of the Project expenditures; and

WHEREAS, the COUNTY is authorized by state statutes, including the Bond Authorization Act, 30 ILCS 305/, *et seq.*, and the Local Government Debt Reform Act, 30 ILCS 350/, *et seq.*, and the COUNTY’S own ordinances, to fund capital expenditures in excess of funds currently on hand by incurring debt through certain proscribed means; and

WHEREAS, the Corporate Authorities determined that it is advisable, necessary, and in the best interest of the COUNTY and its residents, in particular those residents served by the COUNTY’S water supply and distribution systems and wastewater collection and treatment systems, to enter into a loan agreement with the Illinois Environmental Protection Agency (“IEPA”) to fund the Project; and

WHEREAS, the IEPA loan shall bear an interest rate, as defined by 35 Ill. Adm. Code 662, that does not exceed the maximum rate authorized by the Bond Authorization Act or the Local Government Debt Reform Act at the time of the issuance of the loan; and

WHEREAS, the principal and interest payments under such loan shall be payable semi-annually, and the loan shall mature not more than twenty (20) years from the date of issue, which term is within the useful life of the Project; and

WHEREAS, it is anticipated that majority of Project costs will be paid for with a loan to the COUNTY’S Water and Sewerage System from the IEPA State Revolving Fund (“SRF”) Loan Program, whereby the loan shall be repaid from revenue from the COUNTY’S various waterworks and, or, wastewater systems; and

WHEREAS, in accordance with the provisions of the Bond Authorization Act, and the Local Government Debt Reform Act, the COUNTY’S Water and Sewerage System is authorized to make application for and borrow funds from IEPA SRF Loan Program, or such other loan program having terms consistent with those described above, in the aggregate principal amount not to exceed twenty five million dollars (\$25,000,000.00), to provide funds to pay the majority of the costs of the Project; and

WHEREAS, the loan to the COUNTY’S Water and Sewerage System shall be pursuant to a Loan Agreement with the IEPA specifying those terms and conditions of said loan consistent with this authorization; and

NOW THEREFORE, BE IT ORDAINED by the Corporate Authorities of the County of DuPage, Wheaton, Illinois, as follows:

SECTION 1. INCORPORATE OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the COUNTY to construct the Project for the public's health, safety, and welfare, as set forth in the CIP Plan, as described; that the Systems continue to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; and that for the purpose of constructing the Projects, it is hereby authorized that funds be borrowed by the COUNTY'S Water and Sewerage System not to exceed the aggregate principal amount (which may include construction period interest financed over the term of the loan) of twenty five million dollars (\$25,000,000.00).

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the Systems, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the Corporate Authorities may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the COUNTY'S Water and Sewer System to pay the principal and interest due to the IEPA SRF Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF COUNTY

Repayment of the loan to the Illinois Environmental Protection Agency by the COUNTY'S Water and Sewerage System pursuant to this Ordinance is to be solely from the revenue derived from the revenues of the Systems, and the loan does not constitute an indebtedness of the COUNTY within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

The Chair of the DuPage County Board ("Chair"), and the Superintendent of Public Works ("Superintendent"), are hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the IEPA SRF Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 662, and to execute any such other documents as necessary to consummate this loan.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the IEPA SRF Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. OUTSTANDING OBLIGATIONS

The COUNTY'S Water and Sewerage System has no outstanding bonds, payable from revenues of the Systems, that are senior to the loan authorized by this Ordinance. The COUNTY will comply with 35 ILCS 365.350(a)(10)(C).

SECTION 8. AUTHORIZATION OF CHAIR TO EXECUTE LOAN AGREEMENTS

The Chair is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities further authorize, by this Ordinance, the Superintendent to execute any additional documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER

All ordinances, resolutions, orders, or parts thereof which conflict with the provisions of this Ordinance, to the extent of such conflict(s), are hereby repealed.

BE IT FURTHER ORDAINED THAT the DuPage County Clerk be hereby directed to transmit certified copies of this Ordinance to: one (1) copy to the Illinois Environmental Protection Agency (IEPA), 1021 N. Grand Ave., P.O. Box 19276, Springfield, IL 62794 ATTN: Jasmine Mallory, one (1) copy to the Revenue Department of the County Clerk's Office, Auditor's Office, Nicholas Alfonso/State's Attorney's Office and three (3) copies to the Department of Public Works.

Enacted and approved this 9th day of April, 2024 at Wheaton, Illinois.


DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest:


JEAN KACZMAREK, COUNTY CLERK