

**Addendum No. 4**  
**Four Rivers Sanitation Authority**  
**Aerobic Granular Sludge-Phase I**  
**Capital Project No. 2207**  
**IEPA Project No. L17-6127**

This Addendum Number 4, dated February 13, 2023, for the above referenced project, supersedes all contrary and conflicting information in the specifications and contract documents, which are hereby supplemented or revised as follows:

**I. General Information:**

1. The following revision shall be made to the Advertisement for Bid:
  - a. At the end of the first page, insert “The apparent low bidder shall submit a schedule of values, including identification of subcontracted work, no later than 1:00 p.m. on Friday, February 17, 2023.”
2. The following revision shall be made to the Bid Form or Proposal:
  - a. Remove the Bid Form or Proposal section and replace with the attached updated Bid Form or Proposal section.
3. A question was presented related to supplier payment terms. The following is a general response to the inquiry.
  - a. Terms for Payments to Contractor are defined in the General Conditions, Article 15.01 and in the Supplementary Conditions SC-15.01 Progress Payments.
  - b. Each Bidder is expected to negotiate their own supplier terms and conditions, but FRSA payments for materials will not exceed the values presented in the General Conditions and Supplementary Conditions.

**II. The following are revisions to the specifications:**

1. The following revisions shall be made to Section 03 01 26.66 Concrete Crack Repair:
  - a. Paragraph 1.1.C, add new paragraph 1.1.C.1.c: “c. Any cracks developed in existing structures as a result of Contractor’s Work.”
  - b. Paragraph 1.1.C.2, remove this paragraph and replace with the following paragraph:

“2. All costs for crack repair applicable to new construction shall be the responsibility of the Contractor and shall be made in accordance with the requirements of this Section.”
  - c. Paragraph 1.1.D.1, remove the first sentence of this paragraph and replace with the following text: “Engineer-directed crack repair is applicable to existing concrete structures where such cracks are discovered in the course of the Work, but not caused by Contractor’s new construction activities, and shall be performed when instructed by Engineer.”

2. The following revisions shall be made to Section 03 01 26.76 Concrete Surface Repair:
  - a. Replace items 1 and 2 under article 1.1.B with the following:
    - “1. Any new construction by Contractor requiring repair or any damage to existing construction caused by Contractor’s new construction activities. Cost of such repairs shall be the responsibility of the Contractor.
    2. Engineer-directed surface repair in existing structures discovered during the Work. Costs of such repairs will be included as required by Change Order to the contract.”
3. The following revisions shall be made to Section 26 05 11 Electrical:
  - a. At the end of paragraph 2.15, insert the following:

“B. Substation 3-6 Connections:

    - (1) The project requires connection of new AGS feeders to both sides of Substation 3-6 switchgear. The timing of work will dictate which loads are active and need to be supported with back-up power. The following loads refer to 480 volt, 3 phase, 60 hertz power.
    - (2) Most loads have feeds from both sides of the switchgear and can remain powered while work is performed on one side of the gear at a time, including:
      - (a) AquaNereda – average load 30 amps.
      - (b) Collection Systems Administration Building – average load 30 amps.
      - (c) Primary Filtration Phase 1 – connection expected July 2023, future average load 385 amps.
    - (3) The following loads are only fed from one side of the switchgear, requiring back-up power as noted below:
      - (a) Old Main Pump 2 Building (Admin 3) – average load 50 amps, on transformer 6 side of the switchgear.
      - (b) Supporting Services Building – expected load 168 amps, on Transformer 3 side of the switchgear.
  - b. Paragraph 3.5.C.2.c, remove this paragraph and replace with the following: “c. Conduit installed in all exposed outdoor locations shall be rigid aluminum, rigidly supported by aluminum framing materials. Mounting hardware, which includes nuts, bolts, and anchors shall be stainless steel.”
  - c. Paragraph 3.5.C.2.z, remove the words “PVC-coated aluminum” and replace with “PVC-coated steel” in two places.
  - d. Paragraph 3.5.D.1.j, remove the words “PVC-coated aluminum” and replace with “PVC-coated steel.”
4. The following revisions shall be made to Section 26 29 24 Variable Frequency Drives:
  - a. Paragraph 1.1, add the following after paragraph 1.1.A: “B. Units 02-VFD-1510, 02-VFD-1520, and 02-VFD-1530 shall be as specified in Section 43 11 15 High Speed Gearless Turbo Blowers. Requirements of Section 43 11 15 shall supersede

requirements of this Section 26 29 24. All other requirements of this section not conflicting with the requirements of Section 43 11 15 shall still apply.”

b. Paragraph 2.1.A, remove this paragraph and replace with the following paragraph:

“A. All drives shall be pulse-width modulated type, as manufactured by Danfoss, ABB, or the blower manufacture’s standard drive. Danfoss drives shall be equipped with MCB-105 cards. Active front end drives shall be as manufactured by ABB, Danfoss, or the blower manufacture’s standard drive.

5. The following revisions shall be made to Section 43 11 15 High Speed Gearless Turbo Blowers:

a. Paragraph 2.10.I Variable Frequency Drives, add the following new paragraph immediately after paragraph 2.10.I.14: “15. Additional VFD requirements shall be as specified in Section 26 29 24 Variable Frequency Drives, except the drives in this section can be a different manufacturer from those in Section 26 29 24. Where this section conflicts with Section 26 29 24, the requirements of this section shall govern.”

### **III. The following are revisions to the drawings:**

1. Drawing 02-E-706, Sheet 113 of 163:


a. Remove the entire drawing and replace with the attached drawing 01-E-706.

This information shall be taken into consideration when preparing your bid. Bidders shall acknowledge all project addenda. This addendum will be emailed to all plan holders as well as posted to FRSA’s website at [fourrivers.illinois.gov](http://fourrivers.illinois.gov).

### **End of Addendum No. 4**

Issued February 13, 2023

**Four Rivers Sanitation Authority**



Christopher T. Baer, PE  
Director of Engineering

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## Bid Form or Proposal

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_ (Insert "a corporation", "a partnership", or "an individual" as applicable) to the Four Rivers Sanitation Authority (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Aerobic Granular Sludge-Phase I, Capital Project No. 2207, IEPA Project No. L17-6127 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT through substantial completion within 548 consecutive calendar days and through final completion within 609 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$2,000.00 and \$1,000.00 for each consecutive calendar day after the time of substantial completion, and final completion, respectively.

BIDDER certifies that all iron, steel, manufactured products, and construction materials used in the project for the construction, alteration, maintenance, or repair of a publicly owned treatment works (POTW) are produced in the United States in compliance with the federal Build America, Buy America Act, Pub. L. No. 117-58 §§ 70901-52.

BIDDER certifies the following:

(I) By submission of the bid, each bidder certifies, and in the case of a joint bid, each party certifies as to his own organization, that in connection with the bid:

- (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any competitor, for the purpose of restricting competition, as to any matter relating to the prices;
- (ii) Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and
- (i) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit or withhold a bid for the purpose of restricting competition.

(II) Each person signing the bid shall certify that:

- (i) He or she is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above; or
- (ii) He or she is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their bidder's agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

BIDDER acknowledges receipt of the following ADDENDUM (where applicable):

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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 deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates confirmed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub-recipients may obtain wage determinations from the US Department of Labor's website, <http://beta.sam.gov/>.

(ii)

- (A) The sub-recipient, on behalf of the USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub-recipient to IEPA. IEPA shall forward the report to the Administrator of the Wage and Hour Division, US Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborer or mechanics to be employed in the 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.

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 include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub-recipient. Such documentation shall be available upon request of IEPA or USEPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Website [\[https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification\]](https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification). The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number

and current address of each covered worker and shall provide them upon request to the sub-recipient, for transmission to the IEPA, USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractors for its own records, without weekly submission to the sub-recipient.

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 20 CFR part 5, and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (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 sure 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 US 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 ninety (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 ratio 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 journeyman's 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 in the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by form certification by the US Department of Labor, Employment and Training Administration. The ratio of trainees to journeyman on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainees program. If the trainee program does not mention fringe benefits,

trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeyman under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR part 3, which is incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA may be appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5
- (7) Contract Termination: Debarment. A breach of the contract clauses in 29 CFR 5.5 may be 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 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 US 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 US Criminal Code, 18 USC 1001.

**Contract Provision for Contracts in Excess of \$100,000** – clauses (1) through (4) shall be inserted in full in any contract in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

**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 received 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 therefore 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 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.
- (3) Withholding for unpaid wages and liquidated damages. The sub-recipient, shall upon its own action or upon written request of the USEPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**The following shall be inserted in any contractor subject only to the Contract Work Hours and Safety Standards Act.**

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for three years from the completion of the contract for all

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laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**Basis of BID**

**A. Base Bid (Type I) Materials and Equipment:**

1. Bidder has included in the Bid price, the installed cost of material and equipment furnished by the circled Supplier as named in the Base Bid (Type I) Material and Equipment Schedule, which is included at the end of this Bid Form.
2. The circled Supplier has been selected from listed Supplier(s) as named in the Base Bid (Type I) Material and Equipment Schedule in accordance with the Instructions to Bidders.
3. If a voluntary substitute is offered, Bidder has included the name of the Supplier and the amount to be deducted from the Bid price for the proposed substitute in the Base Bid (Type I) Material and Equipment Schedule in accordance with the Instructions to Bidders. Bidder agrees that the procedures for submission and consideration by Engineer for determining the acceptability of substitutes will be as set forth in the General Conditions and the Supplementary Conditions.

**B. Base Bid (Type II) Material and Equipment: Not used.**

**C. Base Bid (Type III) Material and Equipment:**

1. Bidder has included in the Bid price, the installed cost of material and equipment furnished by Supplier A as named in the Base Bid (Type III) Material and Equipment Schedule, which is included at the end of this Bid Form.
2. Bidder has included the Supplier's price and the installed cost of each item for Supplier A in the Base Bid (Type III) Material and Equipment Schedule in accordance with the Instructions to Bidders.
3. If a voluntary substitute is offered, Bidder has included the name of the Supplier, the Supplier's price, and the installed cost for the proposed substitute in the Base Bid (Type III) Material and Equipment Schedule in accordance with the Instructions to Bidders. Bidder agrees that the procedures for submission and consideration by Engineer for determining the acceptability of voluntary substitutes will be as set forth in the General Conditions and the Supplementary Conditions.
4. Upon request by the Owner, the Bidder agrees to submit to the Owner a Supplier's price quotation.

D. Adjustment Unit Price Work and Extended Warranties:

1. Bidder has included in the Bid price, the installed cost for the quantities of work described by the Adjustment Prices herein, and at the unit price provided by the Bidder.
2. Extended warranties are ineligible for Water Pollution Control Loan Program financing. The specifications call for an extended warranty in Section 43 11 15 to be provided as part of the Contract Price. The difference in value of the manufacturer's standard warranty and the extended warranty provided as part of the Bid Total shall be provided by the Bidder.

**BID SCHEDULE**

Note: BIDS shall include sales tax and all other applicable taxes and fees.

TOTAL OF BID: .....\$ \_\_\_\_\_

Bidder is currently certified as an MBE or WBE under EPA's DBE Program? Yes \_\_\_\_\_ No \_\_\_\_\_

Respectfully submitted:

\_\_\_\_\_  
(Printed Name of Firm) By: \_\_\_\_\_  
(Authorized Rep's Signature)

\_\_\_\_\_  
(Printed Street Address) By: \_\_\_\_\_  
(Printed Authorized Rep's Name)

\_\_\_\_\_  
(Printed City, State, Zip) By: \_\_\_\_\_  
(Printed Authorized Rep's Title)

\_\_\_\_\_  
(Area Code and Phone Number) By: \_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Authorized Rep's Email Address)

(Seal – if the BID is by a corporation)

Attest: \_\_\_\_\_

### **SUBCONTRACTOR LISTING**

The following is a listing of proposed Subcontractors having a direct contract with the Contractor.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.



BASE BID (TYPE I) MATERIAL AND EQUIPMENT SCHEDULE			
Specification Section	Item	Supplier	Amount To Be Deducted From Bid Price
26 24 23	600 Volt Class Motor Control Centers	(A) Square D	
		(B) General Electric (by ABB)	
		_____ (substitute)	\$
26 29 24	Variable Frequency Drives	(A) Danfoss	
		(B) ABB	
		_____ (substitute)	\$
40 05 61.43	Knife Gate Valves	(A) DeZurik	
		(B) Pratt	
		_____ (substitute)	\$
40 05 57	Actuators for Process Valves and Gates (Valve Actuators)	(A) Rotork	
		(B) Auma	
		_____ (substitute)	\$
40 05 59.23	Stainless Steel Slide Gates	(A) RW Gate Company	
		(B) Whipps	
		_____ (substitute)	\$
40 05 62.16	Eccentric Plug Valves	(A) Milliken	
		(B) DeZurik	
		(C) Pratt	
		(D) Val-Matic	
		_____ (substitute)	\$
40 05 64.22	Industrial Butterfly Valves	(A) Keystone "AR2"	
		(B) ABZ	
		(C) Bray Series 31	
		_____ (substitute)	\$
40 71 00	Flow Instruments (Magnetic Flow Meter)	(A) Endress+Hauser	
		(B) Krohne	
		_____ (substitute)	\$
43 11 15	High Speed Gearless Turbo Blower	(A) Aerzen	
		(B) APG Neuros	
		_____ (substitute)	\$
43 25 13.23	Submersible Pumps	(A) Flygt	
		(B) ABS/Sulzer	
		(C) Grundfos	
		_____ (substitute)	\$

<b>BASE BID (TYPE III) MATERIAL AND EQUIPMENT SCHEDULE</b>				
<b>Specification Section</b>	<b>Item</b>	<b>Supplier</b>	<b>Supplier's Price</b>	<b>Installed Cost</b>
40 71 00	Flow Instruments (Thermal Dispersion Flow Meter)	(A) Fluid Components International	\$	\$
		_____ (substitute)	\$	\$
40 72 00	Pressure and Level Instruments (Radar Level Transmitters)	(A) Vega	\$	\$
		_____ (substitute)	\$	\$
40 72 00	Pressure and Level Instruments (Field-Mount Pressure Gauges)	(A) Ashcroft	\$	\$
		_____ (substitute)	\$	\$
40 72 00	Pressure and Level Instruments (Annular Type Pressure Sensors)	(A) Red-Valve	\$	\$
		_____ (substitute)	\$	\$
46 43 55	Aerobic Granular Sludge Equipment	(A) AquaNereda® Granular Sludge System manufactured by Aqua-Aerobic Systems, Inc.	\$	\$
		_____ (substitute)	\$	\$

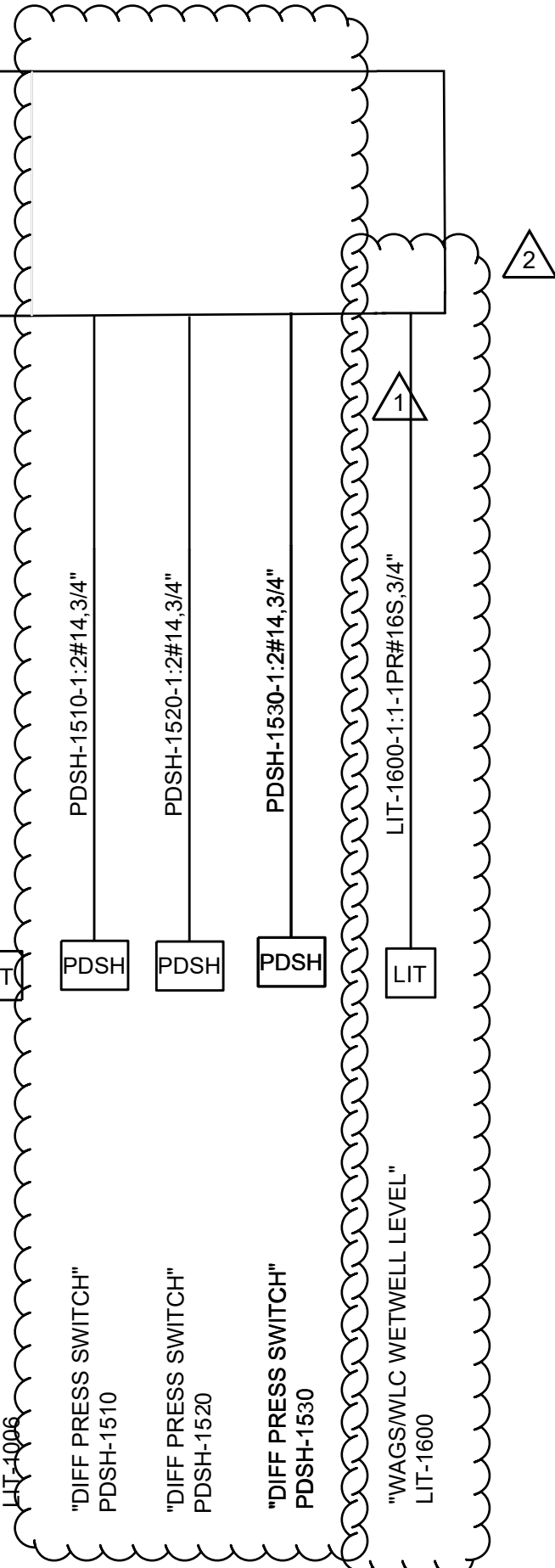
### ADJUSTMENT UNIT PRICE WORK AND EXTENDED WARRANTIES

The following adjustment unit prices will apply in the event that the estimated quantities included in the Bid Total are different from final measure quantities. A single price shall be bid for each item.

ADJUSTMENT PRICES					
No.	Item	Unit	Unit Price	Amount	Total Price
1	Concrete Crack Repair (Section 03 01 26.66)	LF		100	
2	Unsuitable Soil Removal (Sections 31 23 11 and 31 23 33)	CY		300	
3	Select Fill or Granular Fill to Replace Unsuitable Soil (Sections 31 23 11 and 31 23 33)	CY		300	

Extended warranties are ineligible for Water Pollution Control Loan Program financing. The specifications call for an extended warranty in Section 43 11 15 to be provided as part of the Contract Price. The difference in value of the manufacturer's standard warranty and the extended warranty provided as part of the Bid Total is as follows:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
 (words) (numbers)



## GENERAL SHEET NOTES

1. SEE SPECIFICATION SECTION 23 09 11 FOR COMPLETE HVAC CONTROL SYSTEM CABLES, INTERCONNECTIONS, AND REQUIREMENTS.
2. ALL TAGS ARE PREFACED BY "02" UNLESS OTHERWISE SHOWN.
3. FIBER PATCH PANEL IN "FIBER MANHOLE 30", FURNISHED AND INSTALLED BY OTHERS.



**Black & Veatch Corporation**  
Chicago, Illinois  
**ILLINOIS PROFESSIONAL**  
**DESIGN FIRM - 184.002143 -0006**



## AEROBIC GRANULAR SLUDGE - PHASE 1

1	2/7/23	ADDENDUM NO. 3
2	2/13/23	ADDENDUM NO. 4

## REVISIONS AND RECORD OF ISSUE

DESIGNED:	EJB
DETAILED:	SFR
CHECKED:	SDS
APPROVED:	EJB
DATE:	12/20/2022

PROJECT NO.: 411752

## AGS SUPPORT FACILITIES

ELECTRICAL

## AGS PLC ONE-LINE DIAGRAMS

02-E-706

113  
OF  
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