

June 20, 2011

ADDENDUM NO. 1
CITY OF FREEPORT – FREEPORT WATER AND SEWER COMMISSION
WATER PRODUCTION WELL No. 9 & No. 10
And
WELL HOUSE No. 9 & No. 10
Freeport, Illinois
Project No. 48641B

This Addendum shall include the following Modification to the contract documents, specifications and plans.

Modification:

Water Production Well No. 9 & No. 10 and Well House No. 9 and No. 10 are being combined and will bid as one project. Upon payment of \$100, potential bidders will receive project booklets and engineering plans for both Water Production Well No. 9 & No. 10 and Well House No. 9 & No. 10.

All references to the American Reinvestment and Recovery Act (ARRA) are no longer applicable in the Water Production Well No. 9 & No. 10 and Well House No. 9 and No. 10. Please refer to and use the following attachments in considering and submitting a bid for Water Production Well No. 9 & No. 10 and Well House No. 9 & No. 10.

- Illinois Environmental Protection Agency – Public Water Supply Loan Program (PWSLP) Loan Applicant's Certification of Plans/specifications Compliance with PWSLP Rules
- Advertisement For Bids
- Information For Bidders
- Bid Form Or Proposal
- Bid Bond

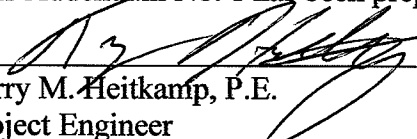
This Addendum consists of twenty-four (24) pages.

This Addendum must be returned with the Contractors bid.

Each bidder shall confirm, in writing, via fax (815 562 4233) that they have received this addendum.

This ends the requirements of this addendum.

This Addendum No. 1 has been prepared by:


Terry M. Heitkamp, P.E.
Project Engineer



Contractor

I:\Documents\SPECS\48641 Well No. 9\48641B Wells & Well House No. 9 & 10\48641B Addendum No. 1.docx

Illinois Environmental Protection Agency – Public Water Supply Loan Program (PWSLP)
Loan Applicant’s Certification of Plans/Specifications Compliance with PWSLP Rules
(Rev 6/1/10)

Loan Applicant: City of Freeport – Freeport Water And Sewer Commission L17: 3084

Project Description: Water Production Well No. 9 & No. 10 and Well House No. 9 & No. 10

Provide page number(s) for location of the information below in the bidding documents/specifications.

- Page #'s
1. 1 Advertisement for Bids includes notification to bidders that procurement is subject to regulations contained in IEPA loan program rules, the Davis-Bacon Act (40 USC 276a through 276a-5), the Employment of Ill. Workers on Public Works Act, DBE Policy per 40 CFR Part 33, as amended.
 2. 1 Sealed Bids are required.
 3. 1 Public bid opening will be held.
 4. 3 Method of bid evaluation. In accordance with Section 664.620(b)(2)(C).
 5. 4 Criteria for evaluating bidders. In accordance with Section 664.620(b)(2)(E).
 6. 3 Bidders are allowed to modify/withdraw bids prior to opening.
 7. 4 Award shall be made to the low, responsive, responsible bidder in accordance with Section 664.620(b)(4).
 8. 6 Non-collusion and certification statement (verbatim per Section 664.620(b)(2)(G&H)).
 9. 3 Minimum 10% bid bond in accordance with Section 664.620(a).
 10. 3 100% performance/payment bonds in accordance with Section 664.620(a).
 11. 31 Equal Opportunity Clause (EO 11246).
 12. 50 DBE provisions per 40 CFR Part 33.
 13. 56 DBE specifications (data sheets, certifications, map, et.al.)
A guidance package for following DBE requirements is available from the Agency.
 14. 7 Contractor(s) shall pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions.
 15. 45 Change orders – Method for handling in accordance with Section 664.620(c)(2 & 3)
 16. 45 Audit; access to records (verbatim per Section 664.620(d)(1, A-G)).
 17. 46 Covenant against contingent fees in accordance with Section 664.620(d)(2).
 18. 47 Certification regarding debarment in accordance with Section 664.620(d)(5).
 19. 47 Contracts for Subcontractors will be in accordance with Section 664.620(e).
 20. 47 Contractor Bankruptcy. Section 664.620(f).
 21. 48 Remedies per Section 664.640(c).
 22. 48 Access to work site allowed per Section 664.810(b).
 23. 6 Substantial Completion (project is operational) specified: 400 calendar days
 24. N/A Final Completion (if applicable) specified: N/A calendar days
 25. 49 Certification regarding compliance with criminal code of 1961.

- 26. 25 Notice of Intent to Award form.
- 27. 26 Notice of Award Form.
- 28. 27 Notice to Proceed Form.
- 29. 28 Change Order Form.
- 30. 41 Certification of Nonsegregated Facilities Form.
- 31. 42 Nondiscrimination in Employment Notice.
- 32. 43 Certification Regarding Debarment, Suspension, and other Responsibility Matters Form.
- 33. N/A Experience Clause requirements, if utilized, are justified in submittal dated _____ . Section 664.620(b)(2)(E)

ELIGIBILITY – The PWSLP can only provide funding for the project scope approved in the Project Plan. ALL changes must be explained and justified in writing and receive Agency approval. Changes to the approved scope of work may require a Project Plan amendment.

YES NO Plans and specifications have been prepared consistent with the Project Plan approved by (Circle One) the Agency in a letter dated _____. If any changes have been made in the scope of the project after Project Planning approval, please specifically identify below **(include attachments with a detailed narrative detailing any changes if necessary):**

Please provide in a separate attachment a list of the location in the bidding documents of any Warranties, Spare Parts, Allowances or any other possible ineligible items and provide any additional information/explanation in accordance with the directions below.

Warranties: The Loan Program can only fund the normal industry standard warranty. Any extended, special or additional warranties are not eligible in the loan program. If any warranty is more than the industry standard, please provide the cost for the warranty in excess of the industry standard.

Spare Parts: Spare parts and extra materials are normally not loan eligible as they are viewed as maintenance related. To be eligible, spare parts must be justified as critical parts of major system components which are not immediately available and/or whose procurement involves an extended lead time.

Allowances (a fixed price to perform a specific scope of work) are not eligible at the time of the loan award because the cost was established by the borrower and not based on actual cost nor competitively bid. However, when the work is completed and costs are incurred, the scope of work and related costs will be reviewed for loan eligibility and may be approved for loan participation.

Site Restoration: The loan program can only fund site restoration to pre-construction conditions. For underground work, restoration is normally limited to the width of the trench. Costs for any site restoration beyond pre-construction conditions or for work outside the width of the trench should be identified.

METHODS UTILIZED TO ADDRESS INELIGIBLE ITEMS IN PWSLP PROJECTS:

- Delete ineligible items from the project.
- Provide a separate line item in the bid for ineligible items.
- Pro-ration of bid for the percentage of ineligible cost(s).
- Agreement on costs between the Agency and borrower prior to bidding.

I do hereby certify that the Bidding documents and Plans and Specifications for the project entitled:

Water Production Well No. 9 & No. 10 and Well House No. 9 & No. 10

have been prepared in accordance with the requirements of Ill. Adm. Code 664 Procedures for Issuing Loans from the Public Water Supply Loan Program for the purpose of obtaining loan/grant funds.

Consulting Engineer: Fehr-Graham & Associates Phone Number: 815-235-7643

Signature _____ Date _____

Loan Applicant's Authorized Representative: Craig Joesten Phone Number: 815-233-0111

Signature _____ Date _____

ADVERTISEMENT FOR BIDS

CITY OF FREEPORT

Owner

FREEPORT WATER AND SEWER COMMISSION

230 WEST STEPHENSON STREET

FREEPORT, IL 61032

Separate sealed BIDS for the construction of Water Production Well No. 9 & No. 10 and Well House No. 9 & No. 10 will be received by: City Clerk's Office, City of Freeport, 230 West Stephenson Street, Freeport, IL 61032, until: 10:30 A.M., (Standard Time-Daylight Savings Time) August 01, 2011, which time all proposals will be publicly opened and read aloud.

"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). 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 Providing Financial Assistance from the Public Water Supply Loan Program, the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, and the Employment of Illinois Workers on Public Works Act (30 ILCS 570). This procurement is also subject to the loan recipient's policy regarding the increased use of disadvantaged business enterprises. 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."

Each proposal/bid must be submitted on the proper forms contained in the Contract Documents and shall be accompanied by a certified check, cash or bid bond, or an acceptable form of Proposal Guaranty in an amount equal to at least ten percent (10%) of the amount of the Proposal, payable to the Order of the City of Freeport as a guaranty that if the Proposal is accepted, the Bidder will execute the Contract and file acceptable Performance Bond and Payment Bond after the award of the Contract. No Bid shall be withdrawn after the opening of bids without the consent of the City of Freeport for a period of one hundred fifteen (115) days after the scheduled time of receiving bids.

PRE-BID CONFERENCE

A pre-bid conference will be held on July 12, 2011 at 10:30 a.m. local time in the Council Chambers of the City of Freeport, 230 West Stephenson Street, 2nd Floor, Freeport, IL 61032 to familiarize bidders with this project.

OWNER'S RIGHTS RESERVED

The Owner reserves the right to reject any or all Proposals or any portion thereof or to accept any proposal or portion thereof and to waive any informality or technicality in any Proposal in the interest of the Owner.

The CONTRACT DOCUMENTS may be examined at the following locations:

48641B – WATER PRODUCTION WELL No. 9 & No. 10 and WELL HOUSE No. 9 & No. 10

ADDENDUM No. 1 – ADVERTISEMENT FOR BIDS

CITY OF FREEPORT – FREEPORT WATER AND SEWER COMMISSION

CONTRACT DOCUMENTS

City Clerk's Office
City of Freeport
230 W. Stephenson Street
Freeport, IL 61032

Fehr-Graham & Associates
221 E. Main Street, Suite 200
Freeport, IL 61032

Copies of the CONTRACT DOCUMENTS may be obtained at the Office of Fehr-Graham & Associates, 221 E. Main Street, P.O. Box 200, Freeport, Illinois 61032 upon payment of \$100 for each set of Water Production Well No. 9 & No. 10 and each set of Well House No. 9 & No. 10.

Any BIDDER, upon returning the CONTRACT DOCUMENTS promptly and in good condition, will be refunded his payment, and any non-bidder upon so returning the CONTRACT DOCUMENTS will be refunded the amount of \$50.00.

June 15, 2011
DATE

City of Freeport Water & Sewer Commission
SIGNATURE

INFORMATION FOR BIDDERS

BIDS will be received by the City Clerks' Office, City of Freeport – Freeport Water And Sewer Commission (herein called the "OWNER"), at 230 West Stephenson Street, Freeport, IL 61032 until 10:30 a.m., August 01, 2011, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to City Clerk, City of Freeport – Freeport Water And Sewer Commission, 230 West Stephenson Street, Freeport, IL 61032. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Well House No. 9 & No. 10 and the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at City Clerk, City of Freeport – Freeport Water And Sewer Commission, 230 West Stephenson Street, Freeport, IL 61032.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

Any BID may be modified or withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 115 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

A BID bond payable to the OWNER must accompany each BID for ten percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

Any contract entered into by the loan recipient and any sub-agreement hereunder, shall provide that representatives of the Agency will have access to the work whenever it is in preparation or progress and that the contractor or subcontractor will provide proper facilities for such access and inspection. Such contract or sub-agreement must also provide that the Agency or any authorized representative shall have access to any books, documents, papers, and records of the contractor or subcontractor, which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary Agreement and BOND forms shall accompany the NOTICE OF AWARD. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The OWNER shall issue the NOTICE TO PROCEED within ten (10) days of the execution of the Agreement. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR might terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the low, responsive, responsible BIDDER. The Owner reserves the right to reject any or all Proposals or any portion thereof or to accept any proposal or portion thereof and to waive any informality or technicality in any Proposal in the interest of the Owner.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout including the Employment of Illinois Workers on Public Works Act (30 ILCS 570) and the Davis-Bacon Wage Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor.

BIDDER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor 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.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

Each BIDDER shall supply a list of all subcontractors that submitted proposals and if requested by the OWNER all major material suppliers.

The ENGINEER is Fehr-Graham & Associates, 221 E. Main Street, Freeport, Illinois 61032.

A voluntary pre-bid conference will be held on July 12, 2011 at 10:30 a.m. local time in the Council Chambers of the City of Freeport, 230 West Stephenson Street, 2nd Floor, Freeport, IL 61032 to familiarize bidders with this project.

BID FORM OR PROPOSAL

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of Illinois doing business as _____ to the City of Freeport – Freeport Water And Sewer Commission (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Water Production Well No. 9 & No. 10 and Well House No. 9 & No. 10 and 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 within 400 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter.

* **Insert "a corporation", "a partnership", or "an individual" as applicable.**

(I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto 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, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (iii) 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 a bid for the purpose of restricting competition.

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

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

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 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 actually 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 conformed 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 U.S. Department of Labor’s web site, www.wdol.gov.

(ii)(A) The sub recipient, on behalf of 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 will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. 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 will so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers 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), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer 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 written request of the USEPA Award Official or 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 (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

(ii)(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, that is, the entity that receives the sub-grant or loan from IEPA. Such documentation shall be available on request of IEPA or USEPA. As to each payroll copy received, the sub recipient shall provide written confirmation indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls 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 the weekly payrolls. 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). Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. 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 IEPA or USEPA, if requested, 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 contractor 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 the 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, 29 CFR Part 5, and that such information is correct and complete.

(2) That each laborer and 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, available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site, 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 or IEPA 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 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 an 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 not 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 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 formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen 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 trainee 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 journeymen 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 are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA determines may be appropriate, 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 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 sub recipients, IEPA, USEPA, 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.

4. Contract Provision for Contracts in Excess of \$100,000

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of the section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFF 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(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 therefore 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 mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (b)(1) of this section, in the sum of \$10 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.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall 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 with the same prime contractor, or any other federally-assisted contract subject to the 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.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all 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 Sub recipient shall insert in any such contract a clause providing that 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 IEPA, USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from USEPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the sub recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors and subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the sub recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the USEPA DB contact listed above and to the appropriated DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

BID SCHEDULE

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

WELL HOUSE No. 9 & No. 10:

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	WELL HOUSE CONSTRUCTION (INCLUDES SITE WORK, WELL HOUSE STRUCTURE, AND ALL WORK NOT INCLUDED IN OTHER BID SETS)	LS	1	\$	\$
2	WATER MAIN, 8" DIP CLASS 52	LF	30	\$	\$
3	WATER MAIN, 16" DIP CLASS 52	LF	234	\$	\$
4	BUTTERFLY VALVE AND VALVE BOX, 16"	EA	2	\$	\$
5	CONNECTION TO EXISTING 16" WATER MAIN	EA	1	\$	\$
6	CONNECTION TO EXISTING GROUND STORAGE TANK	EA	1	\$	\$
7	FIRE HYDRANT WITH 6" VALVE AND VALVE BOX, COMPLETE	EA	1	\$	\$
8	DUCTILE IRON FITTINGS (WATER MAIN FROM 16"x10" REDUCER)	POUND	2,435	\$	\$
9	SANITARY SERVICE, 8" PVC SDR-26	LF	484	\$	\$
10	SANITARY MANHOLE, 4' DIAMETER	EA	2	\$	\$
11	WATER MAIN QUALITY PIPE SLEEVE, 20"	LF	20	\$	\$
12	CHAIN LINK FENCE, 6'	LF	627	\$	\$
13	CHAIN LINK GATE, DOUBLE 8' SWING	EA	1	\$	\$
14	HOT MIX ASPHALT DRIVEWAY	SY	147	\$	\$
15	PCC SIDEWALK	SF	265	\$	\$
16	PERIMETER EROSION BARRIER	LF	265	\$	\$
17	RESTORATION	LS	1	\$	\$
TOTAL				\$	

BASE BID: WATER PRODUCTION WELL NO. 9 - PHASED DRILLING

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	MOBILIZATION (Demob. Below)	LS	1	\$	\$
2	DRILL 29" GLACIAL TILL HOLE (0 Ft. - 50 Ft.)	FT	50	\$	\$
3	26" OD X 0.5" WELL CASING	FT	50	\$	\$
4	DRILL 25" HOLE (50 Ft. - 242 Ft.)	FT	192	\$	\$
5	20" OD X 0.375" WELL CASING	FT	242	\$	\$
6	CEMENT SHOE:			\$	\$
	6a. 26"	EA	1	\$	\$
	6b. 20"	EA	1	\$	\$
7	CEMENT GROUT INSTALLATION:			\$	\$
	7a. SURFACE CASING	LS	1	\$	\$
	7b. LONG STRING CASING	LS	1	\$	\$
8	CEMENT GROUT	Bags	380	\$	\$
9	DRILL 19" HOLE (250 Ft. - 365 Ft.) FURNISH, INSTALL AND REMOVE TEST	FT	123	\$	\$
10	PUMP PUMP TESTING WITH TEMPORARY	EA	1	\$	\$
11	GENERATOR	Hrs	24	\$	\$
12	WATER QUALITY ANALYSIS	LS	1	\$	\$
13	DRILL 19" HOLE (365 Ft. - 730 Ft.) FURNISH, INSTALL AND REMOVE TEST	FT	365	\$	\$
14	PUMP PUMP TESTING WITH TEMPORARY	EA	1	\$	\$
15	GENERATOR	Hrs	24	\$	\$
16	WATER QUALITY ANALYSIS	LS	1	\$	\$
17	TELEVISION SURVEY	EA	1	\$	\$
18	WELL DISINFECTION	EA	1	\$	\$
19	PLUMBNESS AND ALIGNMENT TESTS	EA	1	\$	\$
20	DEMOBILIZATION FURNISH AND INSTALL VERTICAL PUMP	LS	1	\$	\$
21	AND MOTOR	LS	1	\$	\$

WELL NO. 9 TOTAL \$

BASE BID: WATER PRODUCTION WELL NO. 10

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	<u>MOBILIZATION (Demob. Below)</u>	<u>LS</u>	1	\$	\$
2	<u>DRILL 24" GLACIAL TILL HOLE (0 Ft. - 50 Ft.)</u>	<u>FT</u>	50	\$	\$
3	<u>20" OD X 0.375" WELL CASING</u>	<u>FT</u>	50	\$	\$
4	<u>DRILL 19" HOLE (50 Ft. - 240 Ft.)</u>	<u>FT</u>	190	\$	\$
5	<u>16" OD X 0.375" WELL CASING</u>	<u>FT</u>	242	\$	\$
6	<u>CEMENT SHOE:</u>			\$	\$
	6a. 20"	<u>EA</u>	1	\$	\$
	6b. 16"	<u>EA</u>	1	\$	\$
7	<u>CEMENT GROUT INSTALLATION:</u>			\$	\$
	7a. SURFACE CASING	<u>LS</u>	1	\$	\$
	7b. LONG STRING CASING	<u>LS</u>	1	\$	\$
8	<u>CEMENT GROUT</u>	<u>Bags</u>	220	\$	\$
9	<u>DRILL 15.25" HOLE (240 Ft. - 365 Ft.)</u>	<u>FT</u>	125	\$	\$
10	<u>FURNISH, INSTALL AND REMOVE TEST PUMP</u>	<u>EA</u>	1	\$	\$
11	<u>PUMP TESTING WITH TEMPORARY GENERATOR</u>	<u>Hrs</u>	24	\$	\$
12	<u>WATER QUALITY ANALYSIS</u>	<u>LS</u>	1	\$	\$
13	<u>TELEVISION SURVEY</u>	<u>EA</u>	1	\$	\$
14	<u>WELL DISINFECTION</u>	<u>EA</u>	1	\$	\$
15	<u>PLUMBNESS AND ALIGNMENT TESTS</u>	<u>EA</u>	1	\$	\$
16	<u>DEMOBILIZATION</u>	<u>LS</u>	1	\$	\$
17	<u>FURNISH AND INSTALL SUBMERSIBLE PUMP AND MOTOR</u>	<u>LS</u>	1	\$	\$

WELL NO. 10 TOTAL \$

GRAND TOTAL BASE BID FOR WELL HOUSE No. 9 & No. 10 and WATER PRODUCTION WELL NO. 9 & No. 10 (without shooting, developing and retesting, if required) \$

ALTERNATE BID:

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	ADDITIONAL COST TO FURNISH AND INSTALL A BYRON JACKSON/FLOWSERVE PUMP AT WELL No. 9 (Well No. 9 – Line Item No. 21)	LS	1	\$ _____	\$ _____
2	ADDITIONAL COST TO FURNISH AND INSTALL A BYRON JACKSON/FLOWSERVE PUMP AND MOTOR AT WELL No. 10 (Well No. 10 – Line Item No.17)	LS	1	\$ _____	\$ _____

SUPPLEMENTAL UNIT PRICES, IF REQUIRED

ITEM NO.	DESCRIPTION	UNIT	TOTAL COST
A.	DOUBLE BOCK SHOOTING: 1 LB @ 2.5' X 50' RUN	Per Run	\$ _____
B.	PENETRATING SHOTS: 90 GRAM	Per Shot	\$ _____
C.	BULK NITROGLYCERIN SHOTS	Per Pound	\$ _____
D.	SAND BAILING WITH RIG AND 2-MAN CREW	Per Hour	\$ _____
E.	AIR LIFT SURGING EQUIPMENT (600 PSI AIR)	Lump Sum	\$ _____
F.	WELL DEVELOPMENT BY AIRLIFT SURGING	Per Hour	\$ _____
G.	WELL PRESSURIZING EQUIPMENT	Lump Sum	\$ _____
H.	DEVELOPMENT WITH AIR PRESSURING	Per Hour	\$ _____
I.	ADDITIONAL "LARGE" TEST PUMPING. FURNISH, INSTALL AND REMOVE TEST PUMP	Per Each	\$ _____
J.	DRILL RIG AND EQUIPMENT WITH 3 MAN CREW	Per Hour	\$ _____
K.	DRILL RIG AND EQUIPMENT WITH 4 MAN CREW	Per Hour	\$ _____
L.	BENTONITE FOR LOST CIRCULATION ZONES	Per Bag	\$ _____
M.	LOST CIRCULATION MATERIAL	Per Bag	\$ _____

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

Respectfully submitted:

Signature Address

Title Date

Telephone # E-mail Address

(SEAL - if BID is by a corporation)

Attest _____

MAJOR ITEMS OF EQUIPMENT

It is hereby expressly agreed that the Contractor shall furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers:

No.	Description	Manufacturer or Supplier

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound unto CITY OF
FREEPORT - FREEPORT WATER AND SEWER COMMISSION as OWNER in the penal sum of _____
_____ for the payment of which, well and truly to be made,
we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20 _____.

The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF FREEPORT - FREEPORT WATER AND SEWER COMMISSION a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the WATER PRODUCTION WELL No. 9 & No. 10 and WELL HOUSE No. 9 & No. 10.

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 this 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.

Principal (L.S.)

Surety

By: _____

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.