

**RESOLUTION 2021-024**

**PASSED: MARCH 22, 2021**

**AUTHORIZING THE AWARD OF A BID TO ERA VALDIVIA IN THE AMOUNT OF \$1,011,056 FOR PAINTING AND REPAIR OF THE SOUTH WATER TOWER.**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, the City negotiated a bid price with Era Valdivia Contractors, Inc. (the Contractor") in an amount not to exceed \$1,011,056 for the painting and repair of the City's south water tower located at 2851 Corporate Drive (the "South Water Tower Project"); and

**WHEREAS**, the City's corporate authorities find that it is in the best interests of the City's welfare, public health, and safety to reject all bids for the South Water Tower Project and approve a contract with the Contractor for the South Water Tower Project in an amount not to exceed \$1,011,058; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The City's corporate authorities reject any and all bids responsive to the City's request for bids for the South Water Tower Project released on December 11, 2020 and waive any and all competitive bid requirements for the South Water Tower Project. The City's corporate authorities also approve, authorize, and ratify a contract with the Contractor for the South Water Tower Project in an amount not to exceed \$1,011,056, subject to the terms and conditions of the contract contained in the City's request for bids for the South Water Tower Project. The City's corporate authorities further authorize and direct the City Manager or his designee to perform all acts and execute all agreements which may be necessary to effectuate the contract approved pursuant to this Section.

**SECTION 2:** This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of DeKalb that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.


**SECTION 3:** This resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a Regular meeting thereof held on the 22<sup>nd</sup> day of March 2021 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Absent: Finucane.

**ATTEST:**



**RUTH A. SCOTT**, Executive Assistant



**JERRY SMITH**, Mayor

**Era-Valdivia Contractors, Inc**

11909 South Avenue O

Chicago, IL 60617

Office: 773-721-9350

Fax: 773-721-8027

E-mail: [estimating@eravaldivia.com](mailto:estimating@eravaldivia.com)

March 12, 2021

City of DeKalb

164 East Lincoln Hwy

DeKalb IL 60115

Re: 2.0 MGL Hydropillar (South Tank) Bid Price

Via e-mail: [bill.nicklas@cityofdekalb.com](mailto:bill.nicklas@cityofdekalb.com)

Attn: Mr. Bill Nicklas - City Manager

Dear Mr. Nicklas, Mayor and City Council:

We, at Era-Valdivia Contractors, Inc. as a qualified bid contractor for the 2.0 MGL Hydropillar (South Tank) Repainting Project located in the City of DeKalb, Illinois, hereby offer a Fifty-Three Thousand Two Hundred Fourteen Dollar and Zero Cents (\$53,214.00) of administrative savings and offer this as a discount from our total bid price of \$1,064,270.00 to proceed with painting project within the 2021 painting season. We provide this cost savings and the mutually agreed contract amount of \$1,011,056.00 will be held firm with no increase of any kind up to July 1, 2021. Era-Valdivia Contractors, Inc. is requesting that we mutually agree to complete all work in a timely manner and as per mutually agreed contract approved schedule.

Sincerely,

Era Valdivia Contractors Inc,

***Gregory D. Bairaktaris***

Senior Project Manager/Estimator

CC: EVC / File

**Era Valdivia Contractors, Inc.**

**11909 S. Ave. O, Chicago, IL 60617**

**BID ENCLOSED:**

**City of DeKalb – Water Division**

**1216 Market Street**

**DeKalb, IL 60115**

**ATTN: Mr. Bryan Faivre**

**Bid Submitted: 2.0 MGL Hydropillar (South Tank)**

**Repaint and Misc. Repairs**

**Bid Opening:**

**BID DATE: January 26, 2021**

**BID TIME: 2:00 PM**

**Attachments: US Apprent. Certs, Bid Bond, SSPC -  
QP1 and QP2 Certs, Addendum 1 - Acknowledged**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Era Valdivia Contractors, Inc.  
11909 South Avenue O  
Chicago, IL 60617

### SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company  
301 East Fourth Street  
Cincinnati, OH 45202  
Mailing Address for Notices  
Same As Above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of DeKalb  
1216 Market Street  
DeKalb, IL 60115

**BOND AMOUNT:** 10% Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)


2,000,000 GL Hydropillar (South Tank) -Exterior Overcoat, Wet Interior Repaint, Dry Interior Partial Repaint and Misc. Repairs

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of January, 2021.

  
(Witness)

  
(Witness) Stephanie C. Anderson

Era Valdivia Contractors, Inc.

(Principal)

(Seal)

By: 

(Title) President

Great American Insurance Company

(Surety)

(Seal)

By: 

(Title) Peter S. Forker, Attorney-in-Fact

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than **FOUR**

No. 0 20195

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name                  | Address           | Limit of Power |
|-----------------------|-------------------|----------------|
| PETER S. FORKER       | ALL OF            | ALL            |
| JEFFREY S. CIECKO     | CHICAGO, ILLINOIS | \$100,000,000  |
| TAMMY L. WHICKER      |                   |                |
| STEPHANIE C. ANDERSON |                   |                |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **5TH** day of **APRIL**, 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **5TH** day of **APRIL**, 2019

MARK VICARIO (877-377-2405)

, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority:



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

*26<sup>th</sup> day of January 2021*



*My L C. B.*

Assistant Secretary

# PAINTERS AND ALLIED TRADES DISTRICT COUNCIL 30

## Joint Apprenticeship & Training Fund

November 25, 2013

This letter is to confirm that ERA Valdivia Contractors, Inc. is a signatory contractor of Painters District Council No.30 and is participating in PDC #30's Joint Apprenticeship & Training Fund. Below is a copy of PDC #30 JATF's Apprenticeship Program Certificate of Registration with the United States Department of Labor for the trades of Painters, Glaziers and Drywall Finishers.

For Additional information please call our office at 630-966-1451.



Stephen J. Lefaver  
Director of Apprenticeship & Training

\*\*\*\*\*VOID 90 DAYS FROM ISSUE DATE\*\*\*\*\*

*The United States Department of Labor*  
Office of Apprenticeship Training, Employer and Labor Services  
Bureau of Apprenticeship and Training  
Certificate of Registration

PAINTERS & ALLIED TRADES DISTRICT COUNCIL #30  
Joint Apprenticeship Training Fund  
For the Trades of: Painter, Glazier, & Taper (Drywall Finisher)

*Registered as part of the National Apprenticeship Program  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*

April 7, 1945  
Date  
U.D04780094  
Registration No.

  
Secretary of Labor  
  
Administrator, Apprenticeship Training, Employer and Labor Services



**Era-Valdivia Contractors, Inc.**  
*of*  
**Chicago, IL**

*has met or exceeded the requirements set forth in the  
SSPC Painting Contractor Certification Program for*

**FIELD APPLICATION OF COATINGS  
COMPLEX STRUCTURES  
SSPC - QP1**



.....*J.A. Wright*.....  
President, SSPC  
March 31, 2021– March 31, 2022  
.....  
Validation Period



Certification for dates listed above to Era-Valdivia Contractors Inc. Chicago, IL.  
Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.  
SSPC 800 Trumbull Dr. Pittsburgh, PA 15205. PCCP rules V, July 2019





Era-Valdivia Contractors, Inc.

*of*

Chicago, IL

*has met or exceeded the requirements set forth in the  
SSPC Painting Contractor Certification Program for*

**INDUSTRIAL HAZARDOUS  
PAINT REMOVAL  
SSPC-QP2**



"A"

*Category*

March 31, 2021 – March 31, 2022

*Validation Period*

  
President, SSPC

Certification for dates listed above to Era-Valdivia Contractors, Inc., Chicago, IL.  
Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.

SSPC 800 Turnbull Dr. Pittsburgh, PA 15205. PCCP rules V. July 2019





**CITY OF DEKALB, ILLINOIS**  
**2,000,000 GALLON HYDROPILLAR**  
**(SOUTH TANK)**  
**EXTERIOR OVERCOAT**  
**WET INTERIOR REPAINT**  
**DRY INTERIOR PARTIAL REPAINT**  
**AND MISCELLANEOUS REPAIRS**

**BID DATE: JANUARY 26, 2021**  
**BID TIME: 2:00 P.M.**

**CONTRACT NO. 99-19-02-03-20**

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**SECTION 00 00 30**  
**NOTICE to BIDDERS**

Separate sealed Bids are solicited for the following project:

Project Name:           **2,000,000 Hydropillar (South Tank)**  
                                 **Exterior Overcoat**  
                                 **Wet Interior Repaint**  
                                 **Dry Interior Partial Repaint**  
                                 **And Miscellaneous Repairs**

Note: This project name shall be understood to include the entire scope of project as defined and detailed by these specifications.

Separate sealed bids will be received by the Owner and then publicly opened and read aloud at:

Bids Sent To:           **City of DeKalb – Water Division, c/o Bryan Faivre, 1216 Market St.,  
DeKalb, IL 60115**

Bid Opening Date:   **January 26, 2021**

Bid Opening Time:   **2:00 P.M. (local time)**

Bid Opening Site:   **City of Dekalb – Water Division, 1216 Market St., DeKalb, IL 60115**

The SPECIFICATIONS/PLANS may be examined at the following locations:

|                         |                            |                            |
|-------------------------|----------------------------|----------------------------|
| Contractors Exchange    | Construction Association   | Central Michigan Plan Room |
| 233 N. Springfield Ave. | 43636 Woodward Ave.        | 2026 Independence Dr.      |
| Joliet, IL 60435        | Bloomfield Hills, MI 48302 | Mt. Pleasant, MI 48858     |

At the OFFICE of the ENGINEER and at the OFFICE of Bryan Faivre.

Printed copies, Electronic copies, or Documents on Flash drives with the Bidding Documents may be obtained from the office of DIXON ENGINEERING, INC., 1104 Third Avenue, Lake Odessa, Michigan, 48849 (Issuing Office) upon payment for handling charge of each set in the respective format. Payment for Bidding Documents should be made to Dixon Engineering, Incorporated. **There will be no refund of handling charge for return of specification packages, or in the digital format.**

| Format   | Cost    |
|--|---------|
| Bidding Documents  | \$95.00 |
| Flash Drive containing Bidding Documents in portable document format (PDF) | \$85.00 |
| Electronic download of Bidding Documents by email (PDF)                    | \$75.00 |

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders, and if applicable Supplemental Instructions to Bidders, that are included in the Bidding Documents.

**Note 1:** The Engineer assumes no responsibility to supply Builders Exchanges and similar plan review rooms with all addenda issued. An attempt will be made to do so; however, only registered plan holders will be notified by fax or email of expected addendum with short preparation times.

**Note 2:** Prequalification of BIDDERS - Dixon Engineering will review qualifications of all Contractors and determine their status. Contractors will be prequalified for different sized tanks and towers based on experience, workmanship, successful Project completions with DIXON and Contractor's financial data. All information shall be submitted on DIXON's Prequalification Form. Any Contractor who has any projects in dispute or unfinished because of Contract problems will be considered NOT prequalified.

CONTRACTORS wishing to be prequalified must submit their latest financial statement and a list of ten (10) similar sized projects using similar coating systems. Failure to submit may result in rejection of bid. A prequalification status may be upgraded or downgraded during the course of the season, and possible during the Bidding period, as a result of new data submitted, resolution or origination of project conflicts. Disqualification will not result in the return of any handling fee for Bidding Documents.

## **SECTION 00 00 40**

### **PROJECT SUMMARY**

#### **PART 1 – GENERAL**

This Project Summary is an overview of the entire Project. The Project Summary is referred to in the Bid/Agreement Form in a few locations. It is intended to place all project specifics in one location to aid Bidders.

#### **1.01 SCHEDULE, LIQUIDATED DAMAGES and SPECIAL DAMAGES**

The Contractor shall abide by the following schedule:

Commence work on or after April 19, 2021.

Substantial Completion by August 1, 2021 including cure and disinfection time.

The tank may be out-of-service a maximum of 55 days.

For liquidated damages, 55 days out-of-service establishes Substantial Completion date. Liquidated damages at \$1250/calendar day shall apply after this date. Ready for Final Payment Date shall be thirty (30) days after date Substantial Completion was scheduled or adjusted by Change Order, or earlier if actual date. Liquidated damages after Ready for Final Payment Date of \$250/day shall apply. Liquidated damages are cumulative if damages from Substantial Completion and Ready for Final Payment overlap. In addition, Special Damages may also apply per Bid/Agreement Form.

#### **1.02 SCOPE of WORK**

Tank Information:

The structure is a 2,000,000 gallon hydropillar elevated water storage tank with a low-water level of 108 ft. and a diameter of 100 ft. located at 2851 Corporate Drive in DeKalb, Illinois.

The work includes:

Exterior: High pressure water clean (5,000 to 10,000 psi), spot power tool clean to a SSPC-SP11 standard, and apply a three (3) coat epoxy urethane system.

Wet Interior: Abrasive blast clean to a SSPC-SP10 near-white metal standard and apply a three (3) coat zinc epoxy system. The work is to include the interior of the wet riser.

Dry Interior: Abrasive blast clean the entire top of the top platform, the entire access tube, and spot failures throughout to a SSPC-SP6 commercial standard. Apply a three (3) coat epoxy system to the access tube and a spot two (2) coat epoxy system to the rest of the prepared surfaces.

Pit Piping (two pits): Abrasive blast clean to a SSPC-SP6 commercial standard and apply a two (2) coat epoxy system.

Foundation: Water clean and apply a two (2) coat epoxy system.

Cathodic Protection: Install an impressed current cathodic protection system.

Repairs:

- 1) Replace riser and bowl manway gaskets.
- 2) Replace wet interior roof hatch.
- 3) Replace access tube roof hatch.
- 4) Install hatch at the top platform.
- 5) Modify the overflow pipe discharge and install a flap gate.
- 6) Adjust the wet interior ladder fall prevention device.
- 7) Replace damaged wet interior ladder rungs.
- 8) Replace vent with a frost-free roof vent.
- 9) Install roof handrail with painter's rail.
- 10) Relocate antennas to the handrail.
- 11) Replace dry interior and aviation light bulbs.

**1.03 MISCELLANEOUS**

- A. Note that this project is locally funded.

**SECTION 00 02 00**

**INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT**

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## **ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office – The office from which the Bidding Documents are to be issued, and which registers plan holders.
  - B. Owner's Office – The office where the bidding procedures are to be administered.

## **ARTICLE 2 – BIDDING DOCUMENTS**

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Notice to Bidders, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is obvious. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 Electronic Documents
- A. When the Notice to Bidders Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified. (Sealed master copy of Bid documents held by Owner.
    - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version 9.0 or later. It is the intent of DIXON and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and DIXON cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and DIXON cannot and do not guarantee that Electronic Documents and



reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
  - 1. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

### **ARTICLE 3 – QUALIFICATIONS/PREQUALIFICATIONS OF BIDDERS**

- 3.01 Coating projects require competent, financially solvent Contractors who complete projects on time. These projects deal with the health and safety of the public, have a short availability time, and include dangerous work; therefore, the Owner will only consider prequalified Contractors. Bidders not prequalified may be considered non-responsive and bids may be returned, unopened or opened. Bidders who are not prequalified may not be awarded the project if there is insufficient time (30 days) to complete a thorough review or may not be awarded at Owner's discretion.

#### **A. Requirements for prequalification are:**

- 1. On tanks of 1,000,000 gallons or smaller, successful completion of at least ten projects of like or larger size in the last five years. On tanks larger than 1,000,000 gallons, five projects of like size shall have been successfully completed in the last five years.
  - 2. The experience list shall be based on the type of project being Bid. If project is for a reservoir, then experience list shall contain the required number of projects for reservoirs only; if Project is for an elevated tank, then elevated only; wastewater, wastewater only; clarifier, clarifier only.
  - 3. All projects listed by a Bidder shall have been completed by that bidder under the company name in which they will be bidding this project. If the Bidder has completed the project(s) under a different company name, then the name under which the project(s) was completed shall be noted.
  - 4. Bidders shall furnish proof that they are bondable for the size of the project they are bidding and furnish proof of their bonding company's rating.
- B. DIXON will review submitted data to determine if Bidder meets prequalification requirements. QP1 or QP2 certification by Society of Protective Coatings (SSPC) is an

alternate method of prequalification, except for the experience list. Any information found to be false or incorrect may be ample reason for disqualification.

- C. New Bidders can apply for prequalification; however, they must be able to prove that they are bondable, provide a certified financial statement (most recent fiscal quarter), provide a complete equipment list; and a list of manpower, including work experience and the contractor(s) for whom they have worked. From this information, an evaluation and recommendation will be made by DIXON using economic ratios and comparisons regarding project size, equipment, manpower available, and foreman's experience. A determination will then be made by the Owner as to whether or not the Bidder is qualified to perform the Project.
- D. Any prequalified Contractor (by DIXON or SSPC) who has pending litigation against him for work not completed on a project or for failed work on a project may be subject to disqualification.
- E. In addition, the Owner may make further investigations into the Bidder's prequalification, including compliance with human resource programs, as well as OSHA and environmental histories. The Owner also may review elements of the prequalification and determine if experience is generic to and specific to the project. Furnish the Owner information, data, or certifications requested.

**3.02 Disqualification:**

- A. Prequalification status may be nullified if a Bidder is disqualified or by other means rejected from bidding in a state or subdivision of a state, or by the federal government.
- B. By submitting their bid, the Bidder certifies that he is not currently disqualified or rejected from submitting bids in the state or political subdivision of the state where the project is located.

**3.03 If not Prequalified; to demonstrate Bidder's qualifications to perform the Work, and at least ten (10) days prior to Bid Opening, Bidder shall submit the following information:**

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder's state or other contractor license number, if applicable.
- D. Subcontractor and Supplier qualification information.
- E. A completed Qualification Form (EJCDC 451) and supporting documentation.
- F. Other required information regarding qualifications.
- G. DIXON will review submitted data to determine if Bidder meets prequalification requirements. QP1 or QP2 certification by Society of Protective Coatings (SSPC) is an alternate method of prequalification, except for the experience list and fiscal review. Any information found to be false, incorrect or embellished (sole determination of Owner) will be sufficient reason for disqualification.

- H. A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- I. No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

#### **ARTICLE 4 – PRE-BID CONFERENCE MOVED TO SUPPLEMENTAL INSTRUCTIONS**

#### **ARTICLE 5 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

##### **5.01 Site and Other Areas**

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

##### **5.02 Existing Site Conditions**

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
  - 1. There are no reports or drawings that contain Technical Data.
  - 2. There are no reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
- B. Underground Facilities – The only known Underground Facilities may be piping pits unless noted in the Supplemental Conditions.
- C. Site-related Documents
- D. No Site-related documents are available.

##### **5.03 Site Visit and Testing by Bidders**

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

**5.04 Owner's Safety Program**

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

**5.05 Other Work at the Site**

- A. Reference is made to the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents.

**ARTICLE 6 – BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

**6.01 Express Representations and Certifications in Bid Form, Agreement**

- A. The Bid/Agreement Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will automatically reaffirm representations and certifications when it executes the Bid/Agreement.

**ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to DIXON in writing. Contact information and submittal procedures for such questions are to be made to the Issuing Office.
- 7.03 Interpretations or clarifications considered necessary by DIXON in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
  - A. Addenda may be electronically issued within five days of opening of Bids if Addenda is considered clarification only.
  - B. The only Addenda issued within three days of the bid will be a notice to reschedule opening of Bids, or to cancel opening of Bids. Bids already in transit will be returned unopened or held unopened if requested by Bidder until new date for opening of Bids.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the

Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

#### **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Article 6 of the General Conditions, or in the form of a Certified check made payable to Owner. A check is considered a stopgap measure only, and shall be replaced by a Bid Bond as soon as practical. As an alternate to replacement Contractor must demonstrate that they can procure the required Construction Bonds.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other Conditions Precedent of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security (Conditions Precedent) within 10 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole as a Liquidated Damage.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.
- 8.05 Bid Bonds will not be returned, but allowed to expire sixty-one days after Bid opening, unless notified by Owner.
- 8.06 Bid security in the form of a certified check have in the past been overlooked when following Paragraphs 8.02 –8.04 permit return, without intent, because the Certified checks were kept in a different location than the Bonds. It is the Contractor's responsibility to track the location and secure the return of their check.

#### **ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement and in Section 00 00 40 Project Summary.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement and in Section 00 00 40 Project Summary.

## **ARTICLE 10 – SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

## **ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed and the item of Work they are proposed to do.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or DIXON, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder.

## **ARTICLE 12 – PREPARATION OF BID**

- 12.01 The Bid/Agreement Form is included with the Bidding Documents. Additional copies are available from the Issuing Office.
- A. DIXON has combined the Bid and Agreement Form. While preparing the Bid documents, use caution to remain in the Bid portion and not the Agreement.
  - B. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - C. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly

legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture will not be accepted.
- 12.08 All names must be printed legibly in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

## **ARTICLE 13 – BASIS OF BID**

### **13.01 Unit Price**

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form. Where a quantity is not specified (i.e. exterior paint), consider the quantity as one, or a lump sum line item.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes.



The final quantities and Contract Price will be determined in accordance with the General Conditions.

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the math corrections. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. See 00 06 00 Schedule of Values for further determinations.

#### **ARTICLE 14 – SUBMITTAL OF BID**

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form and Schedule of Values. The unbound copy of the Bid Form and Schedule of Values is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 4 of the Bid Form. If Bidding documents were issued electronically it is the Bidder's responsibility to print the Bid Form and submit as directed above. Bid form is identified herein as Bid/Agreement Form but is only a Bid Form until signed by Owner as an Agreement.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the required Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement. Failure to meet the requirements of this paragraph is sufficient reason to consider the Bid nonresponsive.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and may be returned to the Bidder unopened.

#### **ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Dependent upon the timing of receipt of such notice, the unopened Bid may be returned to the Bidder. If the Bid is opened then the Bidder must comply with Paragraph 15.03 below. There is no guarantee that Notice is sufficient or timely if sent by text or email.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. If the Project is rebid, the Bidder

who withdraws their bid may be disqualified from submitting a new Bid, at the sole discretion of the Owner.

#### **ARTICLE 16 – OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the Notice to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders upon written request to DIXON.

#### **ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and allow the Bid security to expire prior to the end of this period.

#### **ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or DIXON, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
  - C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers

proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders including prequalified Bidders, and any proposed Subcontractors or Suppliers. Prequalification by DIXON does not guarantee that Owner after investigation will determine the same Contractor to be qualified. Owner's sole determination will govern.

## **ARTICLE 19 – BONDS AND INSURANCE**

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to Performance and Payment bonds, and other required bonds (if any). The entire section (paragraphs concerning insurance and from Article 7, the Indemnification requirements have been moved to Supplemental Conditions Paragraph 6.02+. When the Successful Bidder delivers the executed Notice of Award to Owner, the signed Award shall be accompanied by required bonds and insurance documentation.

## **ARTICLE 20 – SIGNING OF AGREEMENT**

- 20.01 The Articles of these Instructions as prepared by EJCDC consider a formal "Closing" or contract signing meeting. All references to a Closing, contract signing event, are intended to be deleted. Notice of Award will be issued by Owner, all requirements of Conditions Precedent (bonds and insurance) will be completed by contractor within 10 days after issuance of Notice of Award and forwarded to DIXON who will then compile Contract Documents. Three sets of documents will be sent to Owner for signature and distribution. One executed copy will be retained, one executed copy will be sent to the Contractor and one to DIXON. There will be no meeting for signing unless required by Supplemental Instructions.
- 20.02 This Contract contains a combined Bid/Agreement form. The Bidder signs Article 1 as Bidder. The Owner will issue a Notice of Award and request Bonds and insurance and possibly other items (Conditions Precedent). When the Conditions Precedent are met, the Owner signs Article 2 of the Bid/Agreement making the document an Agreement document.
- 20.02 The executed copy will be accompanied by three copies of signed Notice to Proceed. Within five days of the date on the Notice to Proceed, the Bidder will sign the Notice to Proceed and return a copy to DIXON. If DIXON does not receive the accepted Notice to Proceed in five days, then the Notice to Proceed will be considered accepted by default. The Notice to Proceed will be dated on or around the contract date. The actual contract start date, completion date, etc. will be the same as the Effective Agreement Date, or as noted in the Project Summary.
- 20.03 Notice of Award; Effective Date of Award (Effective Date of Agreement): If the Contract is awarded by Owner, such award shall be effective when the Notice of Award has been delivered to the successful Bidder ("Effective Date of Award"). The Effective Date of Agreement is the date the BID/Agreement is signed by the Owner.

- 20.04 The acknowledgement of the Notice of Award, the submittal of additional requested materials, the Contractor's Certifications, and acceptable certificate(s) of insurance and Performance and Payment Bonds shall be considered Conditions Precedent to the Contract.
- 20.05 Failure to timely execute or submit any of the Conditions Precedent shall be grounds for the imposition of liquidated damages. The liquidated Damages will be equal to the Bid Security. If the submitted documents or any of them fail to comply with these Instructions or Supplemental Instructions to Bidders, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.
- 20.06 In no event will Owner execute the Agreement until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.
- 20.07 Annulment of Award; Liquidated Damages: The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages.
- 20.08 Subsequent Awards: Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

#### **ARTICLE 21 – NON-DISCRIMINATION**

- 21.01 Non-Discrimination: Do not discriminate in employment practices.
- 21.02 Bidders shall, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.
- 21.03 Successful Bidders shall, if requested, submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work, together with supporting information to the effect that said labor pools' practices and policies are in conformity with Equal Employment Opportunity, including latest federal and local policies. Labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to award of the project.
- 21.04 Successful Bidders shall comply in all respects with the Labor Standards Contract Provisions regarding non-discrimination on this Project.
- 21.05 Bidder agrees that in the hiring of employees for the performance of work under this Agreement or any sub-agreement, neither the Contractor, nor any Subcontractor, nor any person acting on behalf of either, shall by reason of race, creed, or color, discriminate against any citizen in the employment of labor or workers who are qualified and available to perform the work to which the employment relates; nor shall the Contractor, or any Subcontractor, or any person acting on behalf of either, in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, or color.

## **ARTICLE 22 – NON-COLLUSION**

- 22.01 Collusion between Bidders will be cause for rejection of affected bids and may be cause for rejection of all bids. Multiple bids submitted by one bidder under the same or different names, whether as individual, firm, partnership, corporation, profit or non-profit, affiliate, or association will be cause for rejection of bids. A subcontractor is not a Bidder and he may submit prices to multiple Bidders.

## **ARTICLE 23 – ALTERNATE BIDS OR RESTRICTIONS ON BIDS**

- 23.01 Items that affect the scope of the project and not addressed by addenda will not be accepted as an alternate bid.
- 23.02 Alternate bids will automatically be considered non-responsive.
- A. Such bids may be examined prior to project award and may result in bid cancellation, followed by new bids, including the alternate.
  - B. Discounts to the Owner for payment within a stipulated period of time will not be considered conditional or qualified bids. Discounts will be accepted, but not considered in bid price evaluation for bid award.
  - C. Interest clauses will be considered a qualified bid.

## **SECTION 00 20 10**

### **SUPPLEMENTAL INSTRUCTIONS to BIDDERS**

The following instructions will change on a Project to Project Basis

- 1.01 A pre-bid conference will not be conducted for this Project.
  - A. All access to the site must be coordinated through the Owner. Bidder must conduct the site visit during normal working hours.
  - B. Information presented during the site visit does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the visit. Information presented, and statements made at the visit will not be binding or legally effective unless incorporated in an Addendum.
- 1.02 Prevailing wages are required.
- 1.03 Non-discrimination in Employment is required.

**SECTION 00 05 00**


**BID/AGREEMENT FORM FOR CONSTRUCTION CONTRACT**

The terms used in this Bid/Agreement Form with initial capital letters have the meanings stated in the Instructions to Bidders, Supplemental Instructions to Bidders (if applicable), the General Conditions, and the Supplementary Conditions.

**ARTICLE 1 –BID/AGREEMENT SIGNATURES AND BID**

1.01 By signing this Bid Proposal, Contractor acknowledges that this Bid Form becomes an Agreement upon acceptance and signature of Owner below in Article 2.

1.02 Receipt of Addenda – Bidder hereby acknowledges receipt of the following Addenda: **Attach sheet if more rows are needed.**

| Addendum Number | Addendum Date | SIGNATURE -Addendum Received   |
|-----------------|---------------|--|
| 1               | 1-20-21       |  |
|                 |               |  |
|                 |               |  |

1.03 Base Bid – Bidder will complete the Work in accordance with the Contract Documents, including all labor and material, for the following Total price which is the Sum of prices from the Schedule of Values. Section 00 06 00:

\$ \_\_\_\_\_

Lump Sum Prices are based on the Schedule of Values – Section 00 06 00.

Unit Prices have been computed in accordance with the General Conditions and listed in Schedule of Values.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bidder acknowledges that Lump Sum bids are actually itemized bids based on the Schedule of Values, and further agrees and acknowledges the alternatives and conditions set forth in the Schedule of Values.

1.04 This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

1.05 Bidder agrees that no less than the prevailing rate of wages as found by Owner or the Department of Labor or determined by the court on review, shall be paid to all laborers, workmen, and mechanics performing work under this Contract.



1.06 BIDDER hereby submits this Bid to:

Owner: City of DeKalb, Illinois

Address of Owner: Water Division, c/o Bryan Faivre, 216 Market St., DeKalb, IL 60115

Bidder: Era-Valdivia Contractors, Inc.

By: J. G. Valdivia (typed or printed name of organization)

Name: Jose G. Valdivia (individual's signature)

Title: President

Date: 1-26-21

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: [Signature] (individual's signature)

Name: Greg Bairaktaris

Title: President

Date: 1-26-21

Address for giving notices: 11909 South Avenue O, Chicago, IL 60617

Bidder's Contact and Agent for Service or Process:

Name: Jose G. Valdivia - Era-Valdivia Contractors, Inc.

Title: President

Phone: 773-721-9350

Email: general@eravaldivia.com

(Email will be used for Electronic Document Transfer Protocol.)

All Business Entities

Date of Qualification to do business in IL [State Where Project is Located] is  
2 / 15 / 1987.

## ARTICLE 2 – AGREEMENT SIGNATURES

### 2.01 Owner's signature as Party to Agreement, Changes Bidder's Status to Second Party to Agreement, Contractor.

**AGREEMENT:** IN WITNESS WHEREOF, Contractor has signed this Agreement as Bidder. Owner has signed Agreement in duplicate and one counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf. (a third copy or original has been delivered to DIXON)

This Agreement will be effective on, April 23, 2021 (which is the Effective Date of the Agreement)

OWNER: City of DeKalb

By: [Signature]

Title: City Manager

## ARTICLE 3 – BIDDER TO CONTRACTOR

3.01 The above signed Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner by Owner signing above and transforming this Document into a combined Bid/Agreement Form and:

- A. Agrees to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- B. Agrees to accept all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- C. Bidder accepts all the terms and conditions of the combined Bid/Agreement form. (The Bid/Agreement form is an attempt to shorten the time period between submittal and award.) Bidder's signature is an acceptance of all terms of the Bid and Agreement sections.

#### **ARTICLE 4 – ATTACHMENTS TO THIS BID**

4.02 The following documents are submitted with and made a condition of this bid:

- A. Required bid security, including evidence of authority to do business in the state of the project; or a written covenant to obtain such authority within the time for acceptance of bids.
- B. Contractor's license number as evidence of bidder's state contractor's license or a covenant by bidder to obtain said license within the time for acceptance of bids.
- C. Bidder qualification statement with supporting data (submitted 10 days prior to bid opening), unless contractor is prequalified.

#### **ARTICLE 5 – TIME OF COMPLETION**

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and Ready for Final Payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in this Bid/ Agreement, or in the Project Summary.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages, Special damages, and Set-offs in the event of failure to complete the Work within the Contract Times, or within Milestone dates or in compliance with the specifications and General Conditions.

#### **ARTICLE 6 – BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
  - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings, if any.
  - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work in the State required by the Bidding Documents (Project).
12. Bidder has been prequalified for projects of this design, size, and complexity, or submitted Qualification forms ten (10) days prior to Bid Opening.

#### 6.02 Bidder's Certifications

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**6.03 Affirmations of Bidder Transferred to Contractor**

- A. All references to Bidder in Paragraph 6.01 and 6.02 in these affirmations, representations, and certifications will change to the term Contractor if this Bid becomes an Agreement.

**ARTICLE 7 – TIME REQUIRED TO EXECUTE AGREEMENT**

- 7.01 Time Framework for Award Execution** – The Owner will open bids on the bid date. After opening, no bid may be withdrawn or altered for sixty days, unless specifically stated elsewhere. The Owner may negotiate with the low Bidder and mutually both parties may alter bid (i.e. partial award of project).

The Bidder will be notified of award within sixty days of bid date, unless stated elsewhere or mutually extended. Notice of Award form will be sent by fax, mail, or email. Within ten business days of Notice of Award, supply the Engineer with three original sets of separate Payment and Performance Bonds. Supply three original sets of Certificates of Insurance meeting requirements of Supplementary Conditions 5.01 and 5.02. Insurance companies and insurance forms must be standard to the industry and acceptable to the Owner. Failure to submit bonds and/or insurance within the time frame will be considered a default, a failure to perform as required by the Bid Bond. The Owner, at his option, may waive default, delay default, or proceed with capture of the Bid Bond as liquidated damages which will become the Owner's property.

Bonds and insurances are to be submitted to the Engineer for review. The Owner will within twenty days of receipt of approved bonds and insurances from the Engineer execute the Agreement and send a signed copy to the Contractor.

The executed copy will be accompanied by three copies of the Notice to Proceed. Within five days of the date on the Notice to Proceed, the Bidder shall sign the Notice to Proceed

and return a copy to the Engineer. If the Engineer does not receive the accepted Notice to Proceed in five days, then the Notice to Proceed will be considered accepted by default.

The Notice to Proceed will be dated on or around the Effective Date of Agreement.

## **ARTICLE 8 – BID ACCEPTANCE**

### **8.01 Bid Acceptance:**

- A. The above Bid is accepted by the Owner and shall become a Contract Agreement binding on all parties after signing by an authorized representative of the Owner in Article 2 of this Bid/Agreement Form.
- B. All references in the second portion of this form are Agreement terminology. Bidder is now referred to as Contractor. Where appropriate, the term Bidder in the Bid/Agreement form is changed to Contractor.

## **ARTICLE 9 – ENGINEER**

- 9.01 The Owner has retained **DIXON Engineering, Inc.** to act as Owner's representative, assume all duties and responsibilities of Engineer, and RPR, and have the rights, limitations of responsibility, and authority assigned to Engineer in the Contract.

## **ARTICLE 10 – CONTRACT TIMES**

### **10.01 Time is of the Essence**

- A. All time limits for Milestones, if any, Substantial Completion, and completion and Readiness for Final Payment as stated in the Project Summary and these Contract Documents are of the essence of the Contract.
- B. The Work shall be Substantially Completed, and completed and ready for Final Payment on or before the dates or time period as required by the Project Summary 00 00 40.

### **10.02 Liquidated Damages**

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in the Project Summary 00 00 40, plus any extensions thereof allowed in accordance with the General Conditions and approved Change Order. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that Liquidated Damages are for delay (but not as a penalty) and agree to the Liquidated Damages listed in the Project Summary 00 00 40.
- B. If Milestones are identified in the Project Summary 00 00 40 as essential to the proper sequencing/or coordination of work with others, or to the successful compliance with the project Substantial Completion date, Liquidated Damages are identified in the Project Summary.
- C. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are additive, and will be imposed concurrently.

### **10.03 Special Damages**

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in the Project Summary for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), and if necessary to hire other Contractors to complete portions of the Work, until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental, in addition to, any liquidated damages for delayed completion established in this Agreement.

### **ARTICLE 11 – CONTRACT PRICE**

- 11.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Schedule of Values and this Bid/Agreement.
- 11.02 As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

### **ARTICLE 12 – PAYMENT PROCEDURES**

#### **12.01 Submittal and Processing of Payments**

- A. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by DIXON as provided in the General Conditions.

#### **12.02 Progress Payments; Retainage**

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraphs 12.02.A.1 through 12.02.A.7 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established and by protocol as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Conditions. The following is a protocol used for partial completion of an individually listed lump sum item e.g. wet interior painting. All items may not apply to this Agreement.



1. The wet interior, surface preparation by abrasive blast cleaning will be considered equal to 40 percent of the line item and each coat of paint 20 percent.
  2. The exterior, surface preparation by high pressure cleaning and power tool cleaning will be considered equal to 40 percent of the line item work and cost and each full coat of paint 15 percent. The remainder will be for lettering, demobilization and cleanup.
  3. Dry interior painting, pit piping repainting, and repairs will not be broken down. 100 percent completion is required before they will be considered for payment.
  4. Mobilization is included in the surface preparation allotment for the items above.
- C. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract. Retainage to be held as follows: 10% of the dollar value through 50% completion; 5% of the dollar value through 100% completion.
- D. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 percent of the Work completed, less such amounts set off by Owner pursuant to the General Conditions, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 12.03 Final Payment, Consent of Surety

- A. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.
- B. Owner reserves the right to not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release. Determination to require Consent will be based on the Engineer's sole decision as to the level of confidence in Contractor's Work practices, their payment of employees, certified payrolls (when required), or the potential of future claims against the Owner or Contractor.

### ARTICLE 13 - CONTRACT DOCUMENTS

#### 13.01 Contents

- A. The Contract Documents consist of the following:
  1. This Bid/Agreement including Sections 00 00 40 Project Summary and 00 06 00 Schedule of Values.
  2. Performance bond.
  3. Payment bond.

4. Maintenance (Warranty) bond
  5. General Conditions,
  6. Supplementary Conditions,
  7. Technical Specifications and Drawings (if any) as listed in the table of contents of the Contract Documents.
  8. Addenda as listed on page 1.
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Illinois – Non-Collusion Affidavit, Contractor Certification, Certification for Contract, Certificate of Compliance with Section 11-42-.1 of the Illinois Municipal Code.
  10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Order(s).
    - d. Field Orders.
- B. There are no Contract Documents other than those listed above in this Article 13.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

#### **ARTICLE 14 - MISCELLANEOUS**

##### **14.01 Assignment of Contract**

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

##### **14.02 Successors and Assigns**

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### **14.03 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.**

**NON-COLLUSION AFFIDAVIT**

The Bidder is required to execute and submit with his Bid, the Non-Collusion Affidavit:

State of: Illinois

County of: Cook

Bid Identification: City of DeKalb - 2.0 MGL Hydropillar Repaint (South Tank)

CONTRACTOR Era-Valdivia Contractors, Inc., being first duly sworn, deposes and says that he is (sole owner, a partner, president, secretary, etc.) of the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or that of any other BIDDER, or to secure any advantage against the OWNER awarding the CONTRACT or anyone interested in the proposed CONTRACT; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, of divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

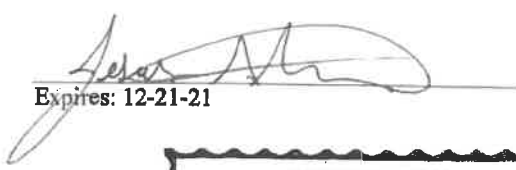
Signed:

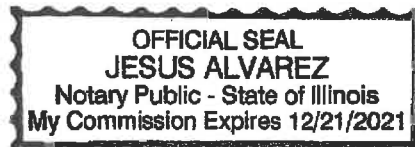
Jose G. Valdivia - President

Subscribed and sworn to before me this the day of:

January 26, 2021

Seal of Notary:

  
Expires: 12-21-21



**CONTRACTOR CERTIFICATION**

Era-Valdivia Contractors, Inc.

being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from bidding and/or contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of 720 ILCS 5/33E-1 et seq.

Dated this 26 th day of January, 20 21.

Attest/Witness:

Jose G. Valdivia

By:

By:

Title:

EVC - PM

Title:

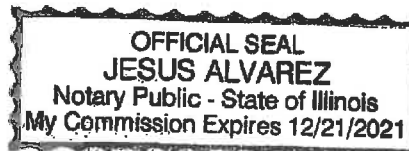
President

Subscribed and sworn to before me this the 26 th day of January, 20 21.

My Commission Expires: 12-21-21

Notary Public

Seal



### **CERTIFICATION FOR CONTRACT**

The undersigned, as a duly authorized representative of the Contractor, hereby certified to the (Client)  
City of DeKalb Illinois, that the Contractor is fully aware of and able to comply with all Local, State,  
and Federal Safety Laws and Regulations applicable for the construction of the Project known as (Project)\*\*:

Name            Jose G. Valdivia - President

Company        Era-Valdivia Contractors, Inc.

---

Date            1-26-21

\*\*Bidder is advised that Public Act 101-0226, which pertains to corrosion protection of water towers and bridges became effective on June 1, 2020 and is to be considered as included in this Certification.

**CERTIFICATE OF COMPLIANCE WITH SECTION 11-42-.1**

**OF THE ILLINOIS MUNICIPAL CODE**

The undersigned, upon being first duly sworn, hereby certifies to the (Client) City of DeKalb,  
that Era-Valdivia Contractors, Inc. (Contractor) is not currently delinquent in the payment of any tax  
administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined  
under Chapter 24, Section 11-42-.1 Illinois Revised Statutes.

Era-Valdivia Contractors, Inc.

Name of Contractor

By J. Valdivia

President

Title

Subscribed and sworn to before me this 26 th day of January, 20 21.

[Signature]

Notary Public

Expires: 12-21-21



**SECTION 00 06 00**  
**SCHEDULE of VALUES**

**PART 1**

**1.01 LINE ITEMS**

A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 05 00 00:

- |   |                     |
|---|---------------------|
| 1. <u>WET INTERIOR ROOF HATCH</u>               | \$ <u>4,000.00</u>  |
| 2. <u>ACCESS TUBE ROOF HATCH</u>                | \$ <u>4,000.00</u>  |
| 3. <u>PLATFORM HATCH</u>                        | \$ <u>5,000.00</u>  |
| 4. <u>OVERFLOW PIPE DISCHARGE MODIFICATIONS</u> | \$ <u>7,000.00</u>  |
| 5. <u>WET INTERIOR LADDER RUNGS</u>             | \$ <u>10,000.00</u> |
| 6. <u>ROOF VENT</u>                             | \$ <u>8,000.00</u>  |
| 7. <u>ROOF HANDRAIL AND PAINTER'S RAILING</u>   | \$ <u>25,000.00</u> |

TOTAL PRICE SECTION 05 00 00 INCLUDING #1 THROUGH #7:

\$ 63,000.00

B. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 09 00 00:

- |                             |                      |
|-----------------------------|----------------------|
| 1. <u>EXTERIOR OVERCOAT</u> | \$ <u>490,000.00</u> |
|-----------------------------|----------------------|



2. WET INTERIOR REPAINT

\$ 336,800.00

3. DRY INTERIOR PARTIAL REPAINT

\$ 89,000.00

4. PIT PIPING REPAINT – TWO PITS

\$ 18,000.00

5. DEKALB LETTERING AND LOGOS

\$ 14,000.00

6. NIU LOGO

\$ 30,000.00

TOTAL PRICE SECTION 09 00 00 INCLUDING #1 THROUGH #6:

\$ 977,800.00

C. Bidder agrees to perform all work in the following Sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 26 42 21:

1. CATHODIC PROTECTION SYSTEM

\$ 23,470.00

TOTAL PRICE SECTION 05 00 00, 09 00 00 AND 26 42 21:

|                   |                 |
|-------------------|-----------------|
| SECTION 05 00 00: | \$ 977,800.00   |
| SECTION 09 00 00: | \$ 63,000.00    |
| SECTION 26 42 21: | \$ 23,470.00    |
| PROJECT TOTAL:    | \$ 1,064,270.00 |

D. ESTIMATED COST ALREADY INCLUDED IN EXTERIOR AND DRY INTERIOR PAINTING TO PROTECT AND WORK AROUND ANTENNAS AND CABLES. OWNER RESERVES THE RIGHT TO DELETE THIS AMOUNT IF THE ANTENNAS AND CABLES ARE REMOVED.

\$ 0.00

**1.02 TOTALS**

A. Project Total Base Bid is to match total Base Bid price supplied in Bid/Agreement form.

### **1.03 MISTAKES**

- A. Project Total of Schedule of Values paragraph should equal sum of Unit items. If addition of individual items does not match total, then each individual item will be added again and the math corrected.
- B. A mistake in addition for schedule items cannot be used to increase lump sum bid. If Bid correction results in an increased price, then Owner may accept, may request Bidder to reduce all individual item prices proportionally, or may reject Bid.
- C. Mistakes discovered after Award, even after completion will adjust Price downward only. It is the Contractor/Bidders responsibility to recheck prices prior to Award.
- D. A mistake in Schedule of Values may be used as evidence of error in any request to withdraw bids because of error. Approval of request to withdraw bids is covered in the Information for Bidders. This section is not intended to conflict any portion of the bid package. This section is only to reflect one of the reasons to withdraw bids. Approval of bid withdrawal will be based solely on the Owner's interpretation of the severity of the mistake.

### **1.04 CHANGES in SCHEDULE of VALUES by OWNER**

- A. The owner reserves the right to delete any line item of Par. 1.01 adjusted line item except for base bid coating work, at their sole discretion for any reason. All contract general costs (mobilization, demobilization, bonds, etc.) should be evenly distributed over the coating items.
- B. The Bidder/Contractor is advised not to overload any specific delectable line item. It could result in loss of profit if the overload item is deleted.
- C. This deletion of items or not including alternates is an expressly stated reservation (a contractually agreed automatic negotiation). Any deletion of specific line items will be completed before selection of the lowest responsible/responsive Bidder. Change will be reflected in the Notice of Award (NOA).

### **1.05 NON-DELETABLE WORK BEFORE and AFTER NOA**

- A. Bidders are advised that all line items except for base bid coating work may be deleted from the project prior to award.
- B. Any deletion of line items, or increase or decrease in unit cost items deemed necessary after the Notice of Award will be completed through the Change Order procedure. Prices used in the Schedule of Values will be used in the Change Order adjustment. If work has begun on an item after the contract is executed, but before being deleted by Change Order, the contractor is entitled to costs incurred.

**City of DeKalb, Illinois  
2,000,000 Gallon Hydropillar (South Tank)  
Exterior Overcoat  
Wet Interior Repaint  
Dry Interior Partial Repaint  
And Miscellaneous Repairs  
January 20, 2021  
Addendum No. 1**

All General Conditions and Information for Bidders shall apply. The following changes have been made in the specifications:

- 1) Attached is a revised Schedule of Values.

Acknowledge this Addendum per Page 1 of the Bid Agreement Form.