



**Addendum #2  
January 2, 2024**

**Village of Johnsburg**

**East Service Area Phase 1  
Sanitary Sewer Extension  
Job No.: 210915**

The Bidding Documents have been revised/clarified based on the information listed below.

**PROJECT MANUAL**

Section 00110 NOTICE OF LETTING:

- Delete the first sentence of the Notice of Letting, Paragraph titled Filing of Sealed Bids. Replace with the following sentence:

Sealed Bids will be received by the Village Administrator of the Village of Johnsburg, Illinois ("OWNER"), at Village Hall, 1515 Channel Beach Avenue, Johnsburg, IL 60051 until 11:00 a.m., on **January 11, 2024**, for the construction of the proposed East Service Area Phase I Sanitary Sewer Extension for said OWNER, as described in the project manual and drawings therefore on file in the office of the Village Administrator of the Village of Johnsburg, Illinois.

*The replacement Notice of Letting reflects the revised Bid opening date.*

Section 00430 BID BOND:

- Delete the Bid Bond and replace it with the attached Bid Bond.

*The replacement Bid Bond reflects the revised Date of Letting.*

Section 00200 INSTRUCTIONS TO BIDDERS:

- Article 27 Grants and Funding
  - The DCEO Grant #HR210056, BEP Utilization Plan document is attached. The form shall be completed and returned with your bid.

**ADDITIONAL INFORMATION**

- A third addendum, Addendum #3, will be issued. In general, the following will be addressed with supporting documents:
  - Sanitary sewer alignment revisions to address Contractor questions and comments.
  - Schedule of Values: A replacement Schedule of Values will be distributed. Revisions will reflect alignment changes noted above.

## BIDDER QUESTIONS

1. QUESTION: If dewatering is performed using a well, or system of wells, will permits be required?

RESPONSE: All water wells, including dewatering wells, are the jurisdiction of the McHenry County Department of Health, Environmental Division. Dewatering well permits, for previous Village of Johnsburg sewer projects, were applied for and obtained directly by the Contractor. It shall be the Contractor's responsibility to obtain any/all permits related to dewatering.

2. QUESTION: The contract is asking for a Pollution Policy along with Professional Liability if any design work is being performed but it does not have any limits, can you please verify the limits if a Professional Liability policy is required?

RESPONSE: The Pollution policy is required with a \$2,000,000 per each occurrence and \$2,000,000 policy limit. Professional Liability will only be required if the Contractor chooses to undertake design work. A limit will be determined by the amount of design work undertaken.

3. QUESTION: Regarding the OCP policy, can you please confirm that the Owner is to providing (SP) the policy?

RESPONSE: Per section 6.03.B.4, the contractor is to provide this policy.

This Addendum #2 **must** be attached and signed with your Proposal.

Received \_\_\_\_\_, 2024

Contractor \_\_\_\_\_

**SECTION 00430  
BID BOND**

KNOW ALL MEN BY THESE PRESENTS; That we \_\_\_\_\_,  
of \_\_\_\_\_ as Principal, and \_\_\_\_\_,  
of \_\_\_\_\_, as Surety, are held and firmly bound unto the Village  
of Johnsburg, Illinois hereinafter referred to as the Obligee, in the penal sum of  
\_\_\_\_\_,  
(\$\_\_\_\_\_) for which payment said Principal and Surety bind themselves, their  
heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these  
presents.

WHEREAS, the Principal is herewith submitting their sealed proposal for constructing the  
East Service Area Phase I Sanitary Sewer Extension as described in Section 00110 Notice of  
Letting.

Date of Letting: January 11, 2024

NOW THEREFORE, if the said proposal bid by said Principal is accepted, and the Principal shall  
enter into a contract with the Obligee in accordance with the terms of such bid, and shall post the  
Performance and Maintenance Bond and Payment Bond required by the contract documents with  
good and sufficient surety for the faithful performance of such contract, for the prompt payment  
for all labor and material furnished in the prosecution thereof and for the maintenance of the  
improvements in good repair and specified working conditions for One (1) year(s) after final  
acceptance of the project by the Obligee, then this obligation shall become null and void, or in the  
event of the failure of the Principal enter such contract and give such Performance and  
Maintenance Bond and Payment Bond, the Principal and Surety on these bonds hereby agree to  
pay to the Obligee the full amount of this bid bond, together with court costs, attorney's fees, and  
any other expense of recovery.

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be signed this  
day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal  
By \_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
\_\_\_\_\_  
Surety

END OF SECTION 00430

## BEP Utilization Plan

### **Minority, Female, Persons with Disability Status and Subcontracting**

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities.

**Goal to be achieved by the Grantee:** This Utilization Plan includes a specific Business Enterprise Program (BEP) utilization goal of 3 % based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this plan.

Utilization Plan ("UP") must demonstrate that the Grantee has either met the UP goal or that it has made good faith efforts to do so.

At the time of proposal submission, the certified vendor may not yet be certified with CMS Business Enterprise Program; however, the certified vendor must meet the eligibility requirements and be fully certified in the BEP Program before Grant award. Visit [http://www.sell2.illinois.gov/bep/Business\\_Enterprise.htm](http://www.sell2.illinois.gov/bep/Business_Enterprise.htm) for complete requirements and to apply for certification in the Business Enterprise Program.

**Certified Vendor Locator References:** Grantees may consult CMS' BEP Certified Vendor Directory at [www.sell2.illinois.gov/bep/Small\\_and\\_Diverse\\_Businesses.htm](http://www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm), as well as the directories of other certifying agencies, but subcontracting vendors must be certified by CMS as BEP Vendors before the time of Grant Agreement award.

**Grantee Assurance:** The Grantee shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this plan. Failure by the Grantee to carry out these requirements is a material breach of this plan, which may result in the termination of the Grant Agreement or such other remedy, as the Agency/Grantor deems appropriate. This assurance must be included in each contract that the Grantee signs with a contractor, subcontractor or supplier.

**Calculating Certified Vendor Participation:** The Utilization Plan should include the work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. Only the value of payments made for the work actually performed by certified BEP vendors is counted toward the plan goal. Counting guidelines are summarized below:

- 1) The value of the work actually performed by the certified vendor shall be counted towards the goal. The entire amount of that portion of the Grant Agreement that is performed by the certified vendor's, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Grantee.
- 2) A joint venture shall count the portion of the total dollar value of the Grant Agreement equal to the distinct, clearly defined portion of the work of the Grant Agreement that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
- 3) When a certified vendor subcontracts part of the work to another firm, the value of the subcontracted work shall be counted toward the Grant Agreement goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.
- 4) A Grantee shall count towards the goal 100% of its expenditures for materials and supplies required under the Grant Agreement and obtained from a certified vendor manufacturer, regular dealer or supplier.
- 5) A Grantee shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:
  - (a) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Grant Agreement, provided that the fee or commission is determined by the Capital Development Board ("CDB") to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - (b) The fees charged for delivery of materials and supplies required by the Grant Agreement (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the CDB to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible, and must itself own and operate at least one fully licensed, insured and operational truck used on the project.

(c) The fees or commissions charged for providing any bonds or insurance specifically required for the performance on the project, provided that the fee or commission is determined by the CDB to be reasonable and not excessive as compared with fees customarily allowed for similar services.

6) A Grantee shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the Grant Agreement.

(a) A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work on the project and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the project, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the CDB shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under this plan is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

(b) A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, the CDB shall examine similar transactions, particularly those in which certified vendors do not participate, and industry practices.

7) A Grantee shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of this plan. Only the amount of services or goods that are directly attributable to the performance of the scope of work shall be counted. Ineligible expenditures include general office overhead or other Grantee support activities.

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\_\_\_\_\_ (the Grantee) submits the following Utilization Plan as part of our proposal in accordance with the requirements of The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (ACT) (30 ILCS 575). We understand that compliance with this Act is required part of this plan.

\_\_\_\_\_ (the Grantee) makes the following assurance and agrees to include the assurance in each contract with a contractor, subcontractor or supplier utilized on this plan: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this plan. Failure to carry out these requirements is a material breach of this plan, which may result in the termination of this plan or such other remedy, as the Agency/Grantor deems appropriate.

Grantee's person responsible for compliance:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ extension \_\_\_\_\_

Email: \_\_\_\_\_

We submit one (1) of the following statements:

- We are certified (or are eligible and have applied to be certified) with BEP and plan to fully meet the BEP utilization goal through self-performance.
- We attach Section I to demonstrate our Plan fully meets the BEP utilization goal of \_\_\_\_\_ % through subcontracting.
- We attach Section I to detail that we do not fully meet the BEP utilization goal. We also attach Section II, Demonstration of Good Faith Efforts.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
date

**Section I**  
**Utilization of Certified Vendors**

*(Please submit a separate Section I for each proposed certified vendor)*

To achieve the BEP utilization goal through contracting, the following is proposed:

- 1) The proposed certified vendor's company name, address and phone number:

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At the time of submission, the above certified vendor is:

- Certified with the CMS Business Enterprise Program (BEP)
- Meets the criteria and has submitted an application for certification with BEP

- 2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:

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- 3) The total estimated cost to the state for the Grant Agreement is \$\_\_\_\_\_. The portion of the Grant Agreement which will be contracted/subcontracted to this certified vendor is \$\_\_\_\_\_, or \_\_\_\_\_% of the total cost of the Grant Agreement.
- 4) A joint venture agreement is not required, as the arrangement between \_\_\_\_\_ and \_\_\_\_\_ is that of contractor/sub-contractor and not a joint venture.
- 5) The Grantee has not prohibited or otherwise limited \_\_\_\_\_ (certified vendor) from providing contractor/subcontractor quotes to other potential bidders/Grantees.

We understand that the CDB may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
date

## Section II Demonstration of Good Faith Efforts to Achieve BEP Contracting/Subcontracting Goal

If the BEP contracting/subcontracting goal was not achieved, the Good Faith Efforts checklist (Section II A) and contacts log (Section II B) must be submitted with the solicitation response (or as otherwise specified by Central Management Services (CMS). The Grantee will promptly provide evidence whether hard copy or via electronic format in support of its Good Faith Efforts to CMS/BEP upon request.

### Section II A

#### Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Grantee representative who is certifying on behalf of the Grantee that the Grantee has completed the activities described below. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed written explanation.

\_\_\_\_\_ Identified portions of the project work capable of performance by available BEP vendors, including, where appropriate, breaking out Grant Agreement work items into economically feasible units to facilitate BEP participation even when the Grantee could perform those scopes with its own forces.

\_\_\_\_\_ Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be contracted/subcontracted on this project, within sufficient time to allow them to respond.

\_\_\_\_\_ Provided timely and adequate information about the plans, specifications and requirements of the Grant Agreement. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.

\_\_\_\_\_ Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.

\_\_\_\_\_ Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the Grant Agreement (if applicable).

\_\_\_\_\_ Utilized resources available to identify available certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

### Section II B

#### Good Faith Efforts Contacts Log for Soliciting BEP Contractor/Subcontractor Participation

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP contractors/ subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with certified vendors with which the Grantee reached an agreement to participate on this project, as shown on Section I of this Plan.)

Name of Certified Vendor firm	Date and method of contact	Scope of work solicited	Reason agreement was not reached

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
date