

*PROPOSAL SUBMITTED BY:*

**Brandt Excavating Inc.**

*Contractor's Name*

**385 E Hoover St**

*Street*

**Morris, IL 60450**

*P.O. Box*

*City*

*State*

*Zip Code*



**CITY OF AURORA  
KANE COUNTY  
STATE OF ILLINOIS**

***PROPOSAL AND SPECIFICATIONS FOR***

***Lead Service Replacement Project – Contract 1***

***AURORA, ILLINOIS***

*April 2022  
Bid Number 22-10*

*PREPARED BY  
CITY OF AURORA  
Engineering Division  
77 S. Broadway Avenue  
AURORA, ILLINOIS 60507*

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## CITY OF AURORA

### Lead Service Replacement Project – Contract 1

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ADVERTISEMENT FOR BIDS

City of Aurora  
Owner  
44 E. Downer Place  
Address  
Aurora, IL 60507

Separate sealed BIDS for the construction of (briefly describe nature, scope, and major elements of the work):

Lead Service Replacement Project-Contract 1 which consists of various lead water service line replacements from the water main or b-box to the water meter including HMA replacement, PCC replacement, interior plumbing & other miscellaneous appurtenances in accordance with the plans & specifications.

will be received by: The City of Aurora

at the office of: The City Clerk, 44 E. Downer Place, Aurora, IL 60507

until: 2:00 PM, (Standard Time-Daylight Savings Time) May 18th, 2022, and then at said office publicly opened and read aloud.

“Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (Illinois EPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Public Water Supply Loan Program (35IAC Part 662), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), Illinois Works Jobs Program Act Apprenticeship Initiative, and the “Use of American Iron and Steel” requirements as contained in Section 436 of H.R. 3547, The Consolidated Appropriations Act, 2014. This procurement is also subject to the loan recipient’s policy regarding the increased use of disadvantaged business enterprises. The loan recipient’s policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications. Bidders are also required to comply with the President’s Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4.”

The CONTRACT DOCUMENTS may be examined at the following locations: online at:  
https://www.aurora-il.org/bids.aspx.

Copies of the CONTRACT DOCUMENTS may be obtained at the Office of: online only

located at: N/A upon payment of \$ N/A for each set.

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

April 10, 2022  
DATE

CITY CLERK  
SIGNATURE

**INFORMATION FOR BIDDERS**

BIDS will be received by The City of Aurora

(herein called the "OWNER"), at 44 E. Downer Place, Aurora, IL 60507

until 2:00 P.M.; May 18, 20 22, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to The City Clerk at 44 E. Downer Place, Aurora, IL 60507. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Lead Service Replacement Project-Contract 1 and the envelope should bear on the outside the name of the BIDDER, his/her address, his/her license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at City of Aurora Purchasing, 44 E. Downer Place, Aurora, IL 60507.

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

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

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

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

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

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

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

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

Any contract entered into by the loan recipient and any sub-agreement hereunder, shall provide that representatives of the Agency will have access to the work whenever it is in preparation or progress and that the contractor or subcontractor will provide proper facilities for such access and inspection. Such contract or sub-agreement must also provide that the Agency or any authorized representative shall have

access to any books, documents, papers, and records of the contractor or subcontractor, which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

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

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

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

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

A conditional or qualified BID will not be accepted.

Award will be made to the low, responsive, responsible BIDDER.

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

BIDDERS will comply with Sec. 436 of H.R. 3547, "The Consolidated Appropriations Act, 2014", which specifies that all iron and steel products used in the project are produced in the United States.

BIDDER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

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

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

Inspection trips for prospective BIDDERS will leave from the office of the \_\_\_\_\_ at \_\_\_\_\_  
N/A

The ENGINEER is John Hoffmann His/her address is \_\_\_\_\_  
44 E. Downer Place, Aurora, IL 60507

**BID FORM OR PROPOSAL**

Proposal of Brandt Excavating Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Illinois doing business as Brandt Excavating Inc. \*  
to the City of Aurora (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Lead Service Replacement Project – Contract 1

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 365 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$1,425 for each consecutive calendar day thereafter.

BIDDER certifies that all iron and steel products used in the project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States in compliance with Section 436. (a) – (f) of H. R. 3547, "The Consolidated Appropriation Act, 2014".

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

- (I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party to the joint bid certifies, as to his or her own organization, that in connection with the bid:
  - (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any competitor, for the purpose of restricting competition, as to any matter relating to the prices;
  - (ii) Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and
  - (iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition;
  
- (II) Each person signing the bid shall certify that:
  - (i) He or she is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above; or
  - (ii) He or she is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their bidder's agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

BIDDER acknowledges receipt of the following ADDENDUM (Where applicable): \_\_\_\_\_  
Addendum No. 1, 4-29-2022 & Addendum 2, 5-10-2022

BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

(1) *Minimum wages.*

- (i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, <http://beta.sam.gov/>
- (ii) (A) The sub-recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub-recipient to IEPA. IEPA shall forward the report to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington,

DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(C) In the even the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), IEPA shall refer the questions, including the views of all interested parties and the recommendation of the sub-recipient, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.
- (2) *Withholding.* The sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the sub-recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) *Payrolls and basic records.*
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages

paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub-recipient. Such documentation shall be available upon request of IEPA or USEPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Website, [<https://www.dol.gov/whd/forms/index.htm>]. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient, for transmission to the IEPA, USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) *Apprentices and trainees*
- (i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by form certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) *Compliance with Davis Bacon and Related Act requirements.* All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any

of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

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

**Contract Work Hours and Safety Standards Act**

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The sub-recipient, shall upon its own action or upon written request of the USEPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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

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

**\*\*\*\*\*Insert applicable current Davis-Bacon Wage Rates Here\*\*\*\*\***

"General Decision Number: IL20220011 02/25/2022

Superseded General Decision Number: IL20210011

State: Illinois

Construction Types: Heavy and Highway

Counties: Boone, De Kalb, Du Page, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include landscape projects).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

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If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay

option is exercised) on or after January 30, 2022:	all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	
	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

CARP0555-003 06/01/2021

DUPAGE ANE LAKE COUNTIES

	Rates	Fringes
CARPENTER		
Building.....	\$ 50.86	37.34
Heavy & Highway.....	\$ 50.86	37.34

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 CARP0555-008 06/01/2020

WILL COUNTY

	Rates	Fringes
Carpenter and Piledriver.....	\$ 49.76	38.26

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 CARP0555-011 06/01/2021

KANE, McHENRY (North of Hwy 52), AND KENDALL COUNTIES

	Rates	Fringes
Carpenter and Piledriver.....	\$ 50.86	37.35

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 CARP0790-003 05/01/2021

DE KALB COUNTY

	Rates	Fringes
CARPENTER.....	\$ 44.81	32.72

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 CARP0790-004 05/01/2021

CARROLL, JO DAVIESS, LEE, OGLE (Oregon and South thereof),  
 STEPHENSON, and WHITESIDE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 44.81	32.72

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 CARP0792-003 05/01/2021

BOONE COUNTY

	Rates	Fringes
CARPENTER.....	\$ 46.00	31.53

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 ELEC0009-002 05/30/2021

WILL COUNTY

	Rates	Fringes
Line Construction		
Groundman.....	\$ 44.11	62.32%
Lineman and Equipment		
Operator.....	\$ 56.66	62.32%

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 ELEC0117-001 05/31/2021

KANE (Northern Half) and McHENRY (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 52.28	36.46
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ELEC0150-001 05/31/2021		

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 42.82	45.77
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ELEC0176-011 06/01/2020		

WILL COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 47.00	41.09
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ELEC0196-001 03/02/2020		

BOONE, DEKALB, DUPAGE, KANE, KENDALL, LAKE, and MCHENRY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 44.61	36.25%+6.50+A
Groundman Truck Driver.....	\$ 35.52	36.25%+6.50+A
Groundman.....	\$ 34.27	36.25%+6.50+A
Lineman, Substation Technician, Cable Splicing Technician, Digger Operator, Crane Operator 20 tons and above, and Signal Technician.....	\$ 53.63	36.25%+6.50+A

FOOTNOTE: A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, and Thanksgiving Day

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ELEC0364-003 05/31/2021

BOONE (All) & DEKALB (Remainder) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 50.00	38.42

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 ELEC0461-006 05/31/2021

DEKALB (Sandwich TWP), KANE (Southern Half) & KENDALL (All)  
 COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 51.00	36.62

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 ELEC0701-001 06/03/2019

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 41.00	105.86%

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 ENGI0150-015 06/01/2021

BOONE and DE KALB COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 47.90	44.70
Group 2.....	\$ 47.35	44.70
Group 3.....	\$ 46.05	44.70
Group 4.....	\$ 44.60	44.70
Group 5.....	\$ 43.15	44.70

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant; Asphalt Heater and Planer combination; Asphalt Spreader; Asphalt Silo Tender; Autograder, GOMACO or similar; Belt Loader; Caisson Rigs; Car Dumper, Central Redi-Mix Plant; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Backhoe with Shear attachment; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco and machines of a like nature; Creter Crane; Crusher, stone; Derricks; Derrick Boats; Derricks, traveling; Dredges; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and

Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill truck mounted; Roto Mill Grinder, 36" and over; Roto Mill Grinder, less than 36"; Slip- Form Paver; Soil Test Drill Rig, truck mounted; Straddle Buggies; GCI Crane and similar; Hydraulic Telescoping Form (tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached Pusher; Tractor with boom; Tractaire with attachment; Traffic Barrier Conveyor Machine; Raised or Blind Hoe Drill (Tunnel & Shaft); Trenching Machine; Truck Mounted Concrete Pump with boom; Truck mounted Concrete Conveyor; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator & Widener (Apsco)

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Pipe Jacking Machines; Post- hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment

Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3''' (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd

GROUP 5: Oilers

PREMIUM PAY:

Long Boom :

Cranes & Derricks 90' to 150' including jib receive an extra \$.50 per hour. Cranes & Derricks over 150' including jib receive an extra \$.50 per hour plus an additional \$.10 for each additional 10' of boom or jib.

Capacity Pay: Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall be compensated \$.01 per hour for each ton of the rated capacity in excess of 50 ton.

Long Boom pay and Capacity pay cannot be combined.

Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra \$.50 per hour.

Creter Cranes:

When the Creter Crane is equipped with a conveyor system capable of extending 70' or more, the engineer shall receive an extra \$.50 per hour.

Truck Mounted Concrete Pumps:

When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive \$.50 per hour extra.

Truck Mounted Concrete Conveyor:

Truck Mounted Concrete Conveyors equipped with conveyors that are capable of extending 90' or more, the engineer shall receive an extra \$.50 per hour.

Underground Work:

Employees working in tunnels, shafts, etc. shall be paid an additional \$.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional \$.50 per hour. Employees working under air pressure of 7 pounds or over shall receive \$.65 per hour more.

Mining Machines- Boring Machines:

The crew operating and maintaining the Mining Machines shall be compensated an additional \$.50 per hour.

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 \* ENGI0150-024 06/01/2021

DUPAGE, KANE, KENDALL, LAKE, McHENRY, and WILL COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 51.80	44.40
GROUP 2.....	\$ 51.25	44.40
GROUP 3.....	\$ 49.20	44.40
GROUP 4.....	\$ 47.80	44.40
GROUP 5.....	\$ 46.60	44.40

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant\*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire\*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver\*, Backhoes with Caisson attachment\*, Ballast Regulator, Belt Loader\*; Caisson Rigs\*Car Dumper, Central Redi-Mix Plant\*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft\*; Concrete Placer\*; Concrete Tube Float; Cranes, all attachments\*; Cranes, Hammerhead, Linden, Peco and machines of a like nature\*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling\*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges\*; Field Mechanic Welder; Formless Curb and Gutter Machine\*; Gradall and machines of a like nature\*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted\*; Hoists, one, two, and three Drum; Hydraulic Backhoes\*; Backhoes with Shear attachments\*; Mucking Machine; Pile Drivers and Skid Rig\*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)\*; Rock Drill- Crawler or Skid Rig\*; Rock Drill truck mounted\*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)\*; Slip-Form Paver\*; Soil Test Drill Rig, truck mounted\*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader\*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine\*; Trenching Machine; Truck Mounted Concrete Pump with boom\*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.\*; Wheel Excavator\* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft\*

GROUP 2: Batch Plant\*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed\*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

\*Requires Oiler

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 IRON0001-014 06/01/2021

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock,  
 and East thereof) COUNTIES

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 54.76	41.45
Structural and Reinforcing..	\$ 54.51	41.45

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 IRON0063-003 06/01/2021

LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK &  
 EAST THEREOF) COUNTIES

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 52.13	39.47

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 IRON0393-003 06/01/2021

DEKALB (SOUTHEASTERN 2/3 including Sycamore and Dekalb),  
 DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and MCHENRY  
 (SOUTHEAST 1/4) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 48.83	39.84

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 IRON0444-006 06/01/2021

KENDALL (Southern Part) and WILL COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 46.00	41.72

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 IRON0498-003 06/01/2021

BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest)  
 COUNTIES

Rates	Fringes
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IRONWORKER.....\$ 41.37      44.41

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LABO0002-004 06/01/2018

DUPAGE COUNTY

Rates      Fringes

LABORER (SEWER CONSTRUCTION)

GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.85	28.19
GROUP 3.....	\$ 42.95	28.19
GROUP 4.....	\$ 43.07	28.19
GROUP 5.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Signalmen Top Laborers, and all other Laborers not Mentioned.

GROUP 2: Concrete Laborers; Steel Setters.

GROUP 3: Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.

GROUP 4: Bottom Men; Bracers-Bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welders & Burners; Well Point System Men.

GROUP 5: Asbestos Abatement Laborers, Toxic and Hazardous Waste Removal Laborers & Dosimeter use (any device) Monitoring Nuclear Exposure.

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LABO0002-009 06/01/2018

DU PAGE COUNTY

Rates      Fringes

LABORER (Compressed Air)

0 - 15 lbs.....	\$ 43.72	28.19
16 - 20 lbs.....	\$ 44.22	28.19
21 - 26 lbs.....	\$ 44.72	28.19
27 - 33 lbs.....	\$ 45.72	28.19
34 lbs and over.....	\$ 46.72	28.19

LABORER (Tunnel and Sewer)

GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.85	28.19

GROUP 3.....	\$ 42.95	28.19
GROUP 4.....	\$ 43.07	28.19
GROUP 5.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

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LABO0032-007 05/01/2021

DE KALB COUNTY

	Rates	Fringes
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## LABORER

General Laborer.....	\$ 38.75	34.91
Skilled Laborer.....	\$ 41.90	34.91

## LABORER CLASSIFICATIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Bumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Landscaper, Unloading Explosives, Laying of Sod, Planting of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire-proofing, Driving Stakes, Stringlines for All Machinery, Window Cleaning, Demolition Worker, Explosive Handling, Trimming & Removal of Trees, Multi-Plate Pipe, Pilot Cars for Traffic Control, Power Rigging

Skilled Laborer: Asbestos Abatement Worker; Hazardous Waste Worker Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used For Wet Concrete or Handling of Building Materials, Laborers With De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing, Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot Material or Where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporart Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

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 LABO0075-002 06/01/2017

WILL COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.55	27.47
GROUP 3.....	\$ 41.20	27.47
GROUP 4.....	\$ 41.55	27.47
GROUP 5.....	\$ 41.40	27.47
GROUP 6.....	\$ 41.55	27.47
GROUP 7.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or

buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete duct or any other type of pipe used, on public utility work (ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work; Wagon and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet; and all laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height

GROUP 6 - All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (suiting up); Blasting men (Powdermen)

GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer; and chimney and silo laborers for every additional 50 feet or any part thereof above 100 feet high

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LABO0149-002 06/01/2018

BOONE, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 43.00	28.19
GROUP 3.....	\$ 43.00	28.19
GROUP 4.....	\$ 43.00	28.19
GROUP 5.....	\$ 42.95	28.19
GROUP 6.....	\$ 43.07	28.19
GROUP 7.....	\$ 43.07	28.19
GROUP 8.....	\$ 42.72	28.19
GROUP 9.....	\$ 43.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Common laborer, Asphalt laborer, Asphalt plant laborer, Striping laborer, Clipper type concrete saw, Self-propelled saws

GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

GROUP 4: Stringline & form setter; Torchman (demolition), Sheeting & Cribbing, Black top rakers & lutemen, Machine screwmen

GROUP 5: Chain saw man, Jackhammer man, Drillman, Concrete breaders & air spade,

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

GROUP 9: Asbestos abatement laborers, Toxic & hazardous waste removal laborers & Dosimeter (any device) monitoring nuclear exposure

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LABO0152-003 06/01/2017

LAKE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.28	27.47
GROUP 3.....	\$ 41.20	27.47
GROUP 4.....	\$ 41.43	27.47
GROUP 5.....	\$ 41.40	27.47
GROUP 6.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

GROUP 4: Rakers and Lutemen; Machine screwman; Kettleman; Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box Spreaders; Laborers on birch overman and similar spreader equipment; Laborers on apsc; Laborers on Air Compressors; Paving Form Setters; Jackhammerman (Concrete); Power Drive Concrete Saws

GROUP 5: Cement Gun Nozzle (Gunitite)

GROUP 6: Asbestos abatement laborers; Toxic and hazardous waste removal laborers; Dosimeter (any device monitoring nuclear exposure)

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PAIN0014-003 06/01/2020

LAKE and WILL COUNTIES

	Rates	Fringes
PAINTER: Brush Only.....	\$ 48.30	28.72

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PAIN0030-001 06/01/2021

DE KALB, DU PAGE, KANE, KENDALL AND MCHENRY COUNTIES

	Rates	Fringes
PAINTER		
Brush, Drywall		
Taper/Finisher,		
Sandblaster, and Spray.....	\$ 49.30	23.33

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PAIN0030-004 06/01/2021

BOONE, JO DAVIESS, LEE, OGLE, STEPHENSON AND WINNEBAGO COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller, Spray,		
Sandblasting, Paperhanger,		
Drywall Finishing, Taper,		
and Spray Structural Steel..	\$ 42.15	25.16

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PLAS0011-002 06/01/2020

WILL COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.19	39.41

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PLAS0011-008 06/01/2021

DE KALB, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 49.20	36.86

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PLAS0011-013 06/01/2021

LAKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 47.70	38.38

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PLAS0011-015 06/01/2021

BOONE COUNTY

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 39.00	33.12
PLASTERER.....\$ 36.00	34.26

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 PLAS0803-001 08/01/2010

DUPAGE COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 38.00	24.03
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 \* TEAM0179-002 06/01/2017

KENDALL and WILL COUNTIES

Rates Fringes

TRUCK DRIVER

2 or 3 Axle Trucks.....\$ 37.68	0.15+a
4 Axle Trucks.....\$ 37.83	0.15+a
5 Axle Trucks.....\$ 38.03	0.15+a
6 Axle Trucks.....\$ 38.23	0.15+a

FOOTNOTES:

- a. \$733.20 per week.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than

self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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\* TEAM0301-001 06/01/2019

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 39.34	10.75+a
4 AXLES.....	\$ 39.49	10.75+a
5 AXLES.....	\$ 39.69	10.75+a
6 AXLES.....	\$ 39.89	10.75+a

FOOTNOTES:

- a. 380.00 per week pension.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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\* TEAM0325-004 06/01/2020

BOONE and WINNEBAGO COUNTIES

Rates      Fringes

TRUCK DRIVER

2 - 3 Axles.....	\$ 39.87	22.60
4 Axles.....	\$ 40.02	22.60
5 Axles.....	\$ 40.22	22.60
6 Axles.....	\$ 40.33	22.60

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional \$0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more

\*Mechanic\*Truck Welder and Truck Painter; \*Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be \$2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment

like P.B. and trucks with scoops on the front

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 \* TEAM0330-002 06/01/2019

DEKALB COUNTY

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 38.23	0.25+a
4 AXLES.....	\$ 38.38	0.25+a
5 AXLES.....	\$ 38.58	0.25+a
6 AXLES.....	\$ 38.78	0.25+a

FOOTNOTE: a. \$868.50 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Aalls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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 \* TEAM0673-003 06/01/2019

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 38.47	0.25+a
4 AXLES.....	\$ 38.62	0.25+a
5 AXLES.....	\$ 38.82	0.25+a
6 AXLES.....	\$ 39.02	0.25+a

FOOTNOTE: a. \$861.10 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled

by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Aills; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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

**BID SCHEDULE – ADDENDUM NO. 2**

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

<u>NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
1	Water Main Tap and Corporation Stop, 1"	EACH	240	\$250.00	\$60,000.00
2	Water Main Tap and Corporation Stop, 1.5"	EACH	5	\$1,000.00	\$5,000.00
3	Water Main Tap and Corporation Stop, 2"	EACH	5	\$1,000.00	\$5,000.00
4	Connect to Existing Service Tap	EACH	10	\$250.00	\$2,500.00
5	Exploratory to Confirm Service Material	EACH	20	\$400.00	\$8,000.00
6	Connect to Existing Curb Stop and Box	EACH	450	\$2,320.00	\$1,044,000.00
7	Trenchless Pipe Installation, 1"	LF	34,100	<del>18.50</del>	<del>630,850.00</del>
8	Trenchless Pipe Installation, 1.5"	LF	725	\$50.00	\$36,250.00
9	Trenchless Pipe Installation, 2"	LF	725	\$50.00	\$36,250.00
10	Open Cut Water Service Replacement, 1"	LF	200	\$30.00	\$6,000.00
11	Open Cut Water Service Replacement, 1.5"	LF	200	\$50.00	\$10,000.00
12	Open Cut Water Service Replacement, 2"	LF	200	\$50.00	\$10,000.00
13	Curb Stop and Box, 1"	EACH	250	\$2,500.00	\$625,000.00
14	Curb Stop and Box, 1.5"	EACH	15	\$3,000.00	\$45,000.00
15	Curb Stop and Box, 2"	EACH	15	\$3,000.00	\$45,000.00
16	Sanitary Sewer Adjustment	LF	200	\$0.01	\$2.00
17	Drain Tile Repair	LF	200	\$0.01	\$2.00
18	Trench Backfill	CY	1,770	\$0.01	\$17.70
19	HMA Residential Driveway Pgmt. Removal & Replacement, 2"	SY	140	\$100.00	\$14,000.00
20	HMA Commercial Driveway Pgmt. Removal & Replacement, 4"	SY	140	\$120.0	\$16,800.00
21	PCC Residential Driveway Pgmt. Removal & Replacement, 6"	SY	140	\$162.00	\$22,680.00
Page 1 Total					2622,351.70

**BID SCHEDULE – ADDENDUM NO. 2**

<u>NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
22	PCC Commercial Driveway Pvmnt. Removal & Replacement, 8"	SY	140	\$80.00	\$11,200.00
23	PCC Sidewalk Removal & Replacement, 5"	SF	1,750	\$6.00	\$10,500.00
24	Detectable Warnings	SF	50	\$30.00	\$1,500.00
25	Combination Curb & Gutter Removal & Replacement	LF	350	\$30.00	\$10,500.00
26	Bituminous Pavement Removal Only	SY	200	\$0.01	\$2.00
27	Bituminous Pavement Removal & Class D Patch, N50, 3" TO 5"	SY	145	\$115.00	\$16,675.00
28	Bituminous Pavement Removal & Class D Patch, N50, 6" TO 8"	SY	1,845	\$135.00	\$249,075.00
29	Bituminous Pavement Removal & Class D Patch, N50, 9" TO 12"	SY	145	\$160.00	\$23,200.00
30	Seeding - Aurora Mix	SY	7,000	\$10.00	\$70,000.00
31	Arrow board	DAY	50	\$0.01	\$0.50
32	Barricades, Type 2 w/Steady Burn Lights	DAY	488	\$0.01	\$4.88
33	Advanced Warning Signs	DAY	488	\$0.01	\$4.88
34	Flagger	HOUR	95	\$110.00	\$10,450.00
35	Temporary Pavement Surface	SY	363	\$60.00	\$21,780.00
36	Inlet Protection	EACH	50	\$0.01	\$0.50
37	Remove and Reset Water Heater	EACH	15	\$250.00	\$3,750.00
38	Interior 1" Copper pipe (length above included 10')	LF	140	\$10.00	\$1,400.00
39	Interior Connection to Water Meter w/Slab	EACH	70	\$1,000. <sup>00</sup>	\$70,000
40	Interior Connection to Water Meter w/Basement or Crawl Space	EACH	630	\$2,000.00	\$1,260,000.00
41	CCDD Tipping Fee (per load)	Each	400	\$80.00	\$32,000.00
<b>Page 2 Total</b>					<b>\$1,792,042.76</b>

**BID SCHEDULE – ADDENDUM NO. 2**

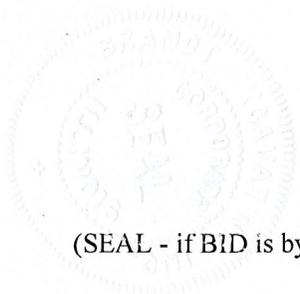
<b>42</b>	Landfill Tipping Fee (per load)	Each	200	\$630.00	\$126,000.00
<b>43</b>	Trucking for Spoil Disposal from City Pad	Hour	400	\$130.00	\$52,000.00
<b>Page 3 Total</b>					<b>\$178,000.00</b>
<b>Page 2 Total (Carried Forward)</b>					<b>\$1,792,042.75</b>
<b>Page 1 Total (Carried Forward)</b>					<b>2,622,351.70</b>

TOTAL OF BID.....\$ 4,592,394.46  
 LUMP SUM PRICE (if applicable) .....\$ N/A

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

Respectfully submitted:

 _____ Signature	385 E Hoover St, Morris IL 60450 _____ Address
President _____ Title	5/17/2022 _____ Date
815-942-4488 _____ Telephone #	brandbuilders92@gmail.com _____ E-mail Address



(SEAL - if BID is by a corporation)

Attest Meghan Fehr, Secretary

**MAJOR ITEMS OF EQUIPMENT**

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

<b>No.</b>	<b>Description</b>	<b>Manufacturer or Supplier</b>
1.	2022 D23S30III Horizontal Drill	Vermeer
2.	2019 Horizontal Drill D23X3053	Vermeer
3.	2014 Horizontal Drill D16X20II	Vermeer
4.	2021 325-07 Excavator	Caterpillar
5.	2018 308E2SR Hydraulic Mid Excavator	Caterpillar
6.	2017 289 Compact Track Loader	Caterpillar
7.	2016 305 Mini Excavator	Caterpillar
8.	2006 Mini Excavator 304	Caterpillar
9.	2011 Excavator VIO17	Yanmar
10.		
11.		
12.		
13.		

**BID BOND**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
Brandt Excavating, Inc. \_\_\_\_\_ as Principal, and  
Liberty Mutual Insurance Company \_\_\_\_\_ as Surety, are hereby held and firmly  
bound unto \_\_\_\_\_ City of Aurora \_\_\_\_\_ as OWNER in the penal sum of  
-Five Percent of Amount Bid- (5% of Amount Bid) for the payment of which, well and truly to be  
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 18th day of May, 20 22.

The Condition of the above obligation is such that whereas the Principal has submitted to  
\_\_\_\_\_ City of Aurora \_\_\_\_\_ a certain BID, attached hereto and  
hereby made a part hereof to enter into a contract in writing, for the  
\_\_\_\_\_ Lead Service Replacement Project - Contract 1 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

Brandt Excavating, Inc.

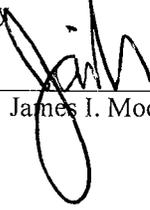
  
\_\_\_\_\_  
Principal (L.S.)

Liberty Mutual Insurance Company

Surety



By:

  
\_\_\_\_\_  
James I. Moore - Attorney-in-fact

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

State of Illinois  
County of DuPage

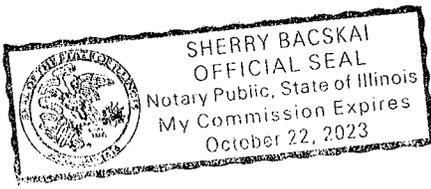
**SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)**

I, Sherry Bacskai **Notary Public of** DuPage **County, in the State of** Illinois ,

**do hereby certify that** James I. Moore **Attorney-in-Fact, of the** Liberty Mutual Insurance

Company **who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the**  
Liberty Mutual Insurance Company **for the uses and purposes therein set forth.**

**Given under my hand and notarial seal at my office in the City of** Downers Grove **in**  
**said County, this** 18th **day of** May , 2022 .



Sherry Bacskai  
**Notary Public** Sherry Bacskai  
**My Commission expires:** October 22, 2023

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint James I. Moore of the city of Downers Grove, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Brandt Excavating, Inc.

Obligee Name: City of Aurora

Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of March, 2021.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company  
By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 12<sup>th</sup> day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Kira of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of May, 2022.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

**U.S. ENVIRONMENTAL PROTECTION AGENCY**  
**CERTIFICATION OF NONSEGREGATED FACILITIES**

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

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

5-17-2022  
\_\_\_\_\_  
SignatureDate

**Chad Brandt, President**  
\_\_\_\_\_  
Name and Title of Signer(Please type)

**Brandt Excavating Inc.**  
\_\_\_\_\_  
Firm Name

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

**NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS**  
**NONDISCRIMINATION IN EMPLOYMENT**

To: Laborers Local 75 & Operators 150

(Name of union or organization of workers)

The undersigned currently holds contract(s) with Brandt Excavating Inc.

(name of applicant)

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

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

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

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

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



Chad Brandt, President

Brandt Excavating Inc

(Contractor or Subcontractor)

5-17-2022

(Date)

EPA Project Control #: \_\_\_\_\_  
\_\_\_\_\_

United States Environmental Protection Agency  
Washington, DC 20460

**Certification Regarding Debarment, Suspension and Other Responsibility Matters**

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

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

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

Chad Brandt, President

\_\_\_\_\_  
(Typed Name & Title of Authorized Representative)

  
\_\_\_\_\_  
(Signature of Authorized Representative)

5-17-2022  
\_\_\_\_\_  
(Date)

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

## **Instructions**

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

### **Where to Submit**

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

### **How to Obtain Forms:**

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

### **Additional copies/assistance may be requested from:**

Compliance Branch  
Grants Administration Division (PM-216F)  
U.S. Environmental Protection Agency  
401 M Street, SW  
Washington DC 20460  
(Telephone: 202-475-8025)

**Construction Contracts of Loan Recipient and Other Sections From  
"Procedures for Issuing Loans from the Public Water Supply Loan Program"**

**Section 662.420(b)(2) Change Orders**

- A) When the loan recipient authorizes the contractor to add, delete, or revise the work within the general scope of the contract documents, or authorizes an adjustment in the contract price or contract time, the loan recipient shall submit a change order to the Agency.
- B) For each change order, the loan recipient shall submit to the Agency for approval the following documentation:
  - i) one copy of the fully executed change order signed by the loan recipient, construction engineer, and the contractor; and
  - ii) a description of any changes, with justification for the changes.
- C) Prior approval by the Agency of a change order is required when a change order results in:
  - i) alterations in design scope that require a modification to a construction permit; or
  - ii) an increase in the amount of loan funds needed to complete the project.
- D) Failure to give timely notice of proposed project changes or action by the loan recipient that is not consistent with the Agency's determination on those changes may result in disallowance of loan participation for costs incurred that are attributable to the change.

**Section 662.620(f) Required Construction Contract Provisions**

Each construction contract shall include the following provisions:

- 1) Audit; access to records:
  - A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under Section 365.420 (b)(2) of the loan rules and a copy of the cost summary submitted to the owner. The Illinois Auditor General, the owner, the Agency, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. The contractor shall provide facilities for access and inspection.
  - B) For a formally advertised, competitively awarded, fixed price contract, the contractor shall include access to records as required by subsection (a)(1)(A) for all negotiated

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

- C) Audits shall be in accordance with auditing standards generally accepted in the United States.
- D) The contractor shall agree to the disclosure of all information and reports resulting from access to records required by subsection (a)(1)(A). When the audit concerns the contractor, the auditing agency shall afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
- E) The records required by subsection (a)(1)(A) shall be maintained and made available during performance of the work under the loan agreement and for 3 years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for 3 years after resolution of the dispute, appeal, litigation, claim or exception.
- F) The right of access will generally be exercised with respect to financial records under:
  - i) Negotiated prime contracts;
  - ii) Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
  - iii) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
  - i) With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
  - ii) If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

2) Covenant against contingent fees.

The contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the owner shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3) Wage provisions.

The Contractor shall pay prevailing wages in accordance with the Davis-Bacon Act (40 USC 3141 through 3148) as defined by the U.S. Department of Labor.

4) Disadvantaged business enterprise requirements.

The contractor shall provide evidence that the contractor has taken affirmative steps in accordance with 40 CFR 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction, and services, consistent with the provisions of the Agency's Operating Agreement with USEPA.

5) Debarment and suspension provisions.

The contract shall require the successful bidders to submit a Certificate Regarding Debarment, Suspension and Other Responsibility Matters (EPA Form 5700-49) showing compliance with federal Executive Order 12549.

6) Nonsegregated facilities provisions

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

7) American Iron and Steel

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

8) A clause that provides:

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

**Section 662.620(g) Subcontracts Under Construction Contracts**

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

- 1) All applicable provisions of federal, State and local law;
- 2) All provisions of this Part 662 regarding fraud and other unlawful or corrupt practices;
- 3) All provisions of this Part 662 with respect to access to facilities, records and audit of records; and
- 4) All provisions of subsection 662.620(f)(5) that require a Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with any controlling federal Executive Orders.

**Section 662.620(h) Contractor Bankruptcy**

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

**Section 662.620(i) Access**

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

**Section 662.640(c) Remedies**

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

Bidder Certification  
In Compliance with Article 33E-11 to the  
"Criminal Code of 2012"

I Chad Brandt, do hereby certify that:  
Name

1. I am President of the Brandt Excavating Inc.  
Position Firm  
and have authority to execute this certification on behalf of the firm

2. This firm is not barred from bidding on this contract due to a either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the "Illinois Criminal Code of 2012 [720 ILCS 5/33E-11]."

Name of Firm Brandt Excavating Inc.

Signature [Handwritten Signature]

Title President

Date 5-17-2022

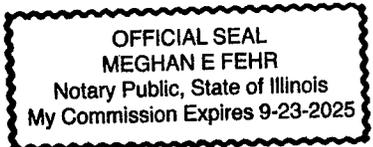
Corporate Seal (where appropriate)

On this 17<sup>th</sup> day of May, 20 22, before me appeared (Name)

Chad Brandt to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Firm) Brandt Excavating Inc. to execute the affidavit and did so as his or her free act and deed.

Notary Public Meghan E Fehr Commission Expires 9-23-2025

Notary Seal



**Specifications for Disadvantaged Business Enterprise Participation**

(Name of Loan Recipient) City of Aurora

I. Disadvantaged Business Enterprise Policy

- A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses (DBEs). In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.
- B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the (Name of Loan Recipient) City of Aurora's policy and procedures for complying with these requirements.
- C. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

II. Pre-Contract Award Obligations

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

III. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

- A. As a prerequisite to demonstrate compliance with the (Name of Loan Recipient) City of Aurora's disadvantaged business policy, ALL bidders shall provide the following with its bid:
  - I. Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract.

**OR**

2. "Certification of publication," or adequate proof of publication, including an actual copy of the newspaper advertisement from a daily newspaper. **The advertisement must run one day at least (16) days prior to bid opening.** An example advertisement follows this section.

Bidders may publish the advertisement in an established, online bidder's clearinghouse such as the "Dodge Report (<http://construction.com/dodge/>)". If an online advertisement is placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the webpage address, and a payment receipt is required as documentation. **The advertisement must run one day at least (16) days prior to bid opening.**

3. List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal. Names, addresses, phone number and/or e-mail are required.
4. List of disadvantaged businesses not being utilized and justification for non-utilization.
5. If DBE subcontractors will be utilized for the project, a completed and signed copy of IEPA DBE Form No. 3 (DBE Subcontractor Utilization Form) or an equivalent "Notice of Intent" is needed from each subcontractor.
6. If DBE subcontractors will be utilized for the project, a completed and signed certification from the bidder(s), attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that will be utilized.
7. In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.

Failure to submit the documentation pursuant to the requirements of A (1-7) above may cause rejection of the bid as non-responsive.

#### IV. Sanctions

- A. The (Name of Loan Recipient) City of Aurora has the option to reject one or all bids when the information submitted by the bidder(s) fails to demonstrate compliance with the disadvantaged business requirements (i.e., the bidder fails to place their pre-bid advertisement in a daily newspaper, or approved website, at least 16 days prior to bid opening).
- B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.
  1. Declare the bidder and/or subcontractor non-responsive and therefore, ineligible for contract award.
  2. Disallow all contract costs associated with non-compliance.

3. Refer matters which may be fraudulent to the Illinois Attorney General.

V. Post-Contract Award Compliance

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

**Suggested Disadvantaged Business (DBE)  
Advertisement for Construction Contractors**

Notice to Disadvantaged Businesses

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, is  
(Name of Company) (Address of Company) (Telephone)  
seeking disadvantaged businesses for the \_\_\_\_\_  
(Name of Loan Recipient)

Project for subcontracting opportunities in the following areas: \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested),  
\_\_\_\_\_ to discuss the subcontracting opportunities. All negotiations must  
(Company Contact Person)

be completed prior to bid opening \_\_\_\_\_.  
(Date of Bid Opening)

\*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.

### Summary Report of Disadvantaged Business Enterprise Requirements for Contractors

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

**OR**

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

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

Name of Company  
Name of Owners  
Address of Company  
E-mail Address of Company  
Telephone Number  
Date of Proposal  
Type of Business  
Type of DBE  
Description of work to be performed

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

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

**(To be completed by all Prime Contractors)**

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

- This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.
- This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.
- This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

This firm did not receive any inquiries from DBEs.

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

By: 

NAME: Chad Brandt

TITLE: President

Company: Brandt Excavating Inc.

Date: 5/17/2022

### EPA Disadvantaged Business Enterprise (DBE) Program Form #3 Subcontractor Utilization Form

(Only complete this form if DBE subcontractors or sub-consultants will be working on a project)

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. All subcontractors must complete this form, and it must be included in the prime contractor's bid package.

Subcontractor Name	Project Name
Contact Person's Name & Title	
Address	
Telephone	Email
DBE Certified By:	Select all that apply. At least one is required: <b>MBE    WBE    SBE    DBE</b>
Prime Contractor Name	
<b>Type of Work to be Performed</b>	<b>Cost Estimate of Work</b>

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to using the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 C.F.R. Part 33 Section 33.302(c).

<b>Prime Contractor Signature:</b>	<b>Print Name:</b>
<b>Date:</b>	<b>Title:</b>
<b>Subcontractor Signature:</b>	<b>Print Name:</b>
<b>Date:</b>	<b>Title:</b>

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

Using this form/format is optional. Other formats are acceptable.

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE)
					Check if Hired <input type="checkbox"/>
					Check if Hired <input type="checkbox"/>
					Check if Hired <input type="checkbox"/>
					Check if Hired <input type="checkbox"/>

**Bidder Certification Regarding the Use of  
American Iron and Steel Products**

I Chad Brandt, do hereby certify that:  
Name

1. I am President (title) of the Brandt Excavating Inc. (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014.
3. This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publically owned treatment works (POTW) or public water systems.
4. This firm understands the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
5. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Company Brandt Excavating Inc.

Signature 

Title President

Date 5-17-2022

Corporate Seal (where appropriate)

## Requirements Specific to American Iron and Steel

The Consolidated Appropriations Act of 2014 (Public Law 113-76) first included an "American Iron and Steel (AIS)" requirement that requires Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) loan recipients to use iron and steel products that are produced in the United States for projects involving the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through a CWSRF or a DWSRF loan. Guidance is available on USEPA's website: [http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm). Waivers from the requirements are available under certain circumstances.

For CWSRF or DWSRF purposes, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Pipes (lined or unlined) and fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by costs. The cost should be based on the material costs.

For the purposes of AIS, steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

For the purposes of AIS, production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, except for metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such

as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

For AIS, municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;	Drainage Greats, Frames and Curb Inlets;
Ballast Screen;	Inlets;
Benches (Iron or Steel);	Junction Boxes;
Bollards;	Lampposts;
Cast Bases;	Manhole Covers, Rings and Frames, Risers;
Cast Iron Hinged Hatches, Square and Rectangular;	Meter Boxes;
Cast Iron Riser Rings;	Service Boxes;
Catch Basin Inlet;	Steel Hinged Hatches, Square & Rectangular;
Cleanout/Monument Boxes;	Steel Riser Rings;
Construction Covers and Frames;	Trash receptacles;
Curb and Corner Guards;	Tree Grates;
Curb Openings;	Tree Guards;
Detectable Warning Plates;	Trench Grates; and
Downspout Shoes (Boot, Inlet);	Valve Boxes, Covers and Risers.

For AIS, structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zebs. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

For AIS, construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel." This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable handing systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

For the purposes of AIS, mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

There are specific requirements for precast concrete to comply with AIS. While reinforced precast concrete may not be at least 50% iron or steel, in this case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered a construction material and must be produced in the US.

### **Recordkeeping for Iron and Steel Products: Documenting the Country of Origin for Iron and Steel Products for Loan Programs**

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the AIS requirements. USEPA recommends loan recipients use a “Step Certification” process to ensure that producers adhere to the AIS requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple if it includes the name of the manufacturer, the location of the manufacturing facility (not company headquarters), a description of the product or item being delivered, and a signature by a manufacturer’s responsible party. An example of this type of certification is attached.

Certification could be achieved by other methods such as requiring the final manufacturer, who delivers the iron/steel products to the worksite, to provide certification that all manufacturing processes occurred in the US. While this type of certification is easier and acceptable, it may not provide the same degree of assurance and additional documentation may be needed. USEPA auditors recommend keeping records of when and where the products were delivered. Examples include: Perry Water Plant on August 3, 2017, or Jankousky Construction Offices on October 5, 2017. Records from the manufacturer should refer to specific items such as pipes, valves, meters. Try to avoid records containing broad statements such as, “All products delivered were made in the USA.”

Regardless of the method, documents regarding the country of origin for iron and steel products should be collected and maintained by all loan recipients. Having a good paper trail is invaluable during an inspection or audit. Information is available at <http://www.epa.illinois.gov/topics/grants-loans/water-financial-assistance/state-revolving-fund/guidance/index>.

### Sample Certification Letter

The following information is provided as a sample letter of step certification for AIS compliance. The completed letter is provided to the construction contractor or loan applicant from the supplier, fabricator, manufacturer, etc. of iron and steel products. Documentation must be provided on company letterhead. If e-mail is used, documents should be scanned so the company letterhead is visible.

Company Letterhead

Date

Company Name  
Company Address  
City, State, Zip

Subject: American Iron and Steel Step Certification for Project (xxx *Identify Project Here* xxx)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirements as mandated in EPA's State Revolving Fund Programs.

Item, Products, and/or Materials:

1. XXX
2. XXX
3. XXX

Such process took place at the following location (City and State must be included):

If any of the above compliance statements change while providing material to the project we will immediately notify the prime contractor and the engineer.

Signed by Company Representative

### Employment of Illinois Workers on Public Works Act

This law comes into effect following two consecutive months of a state unemployment rate above 5 percent. More information about the Employment of Illinois Workers on Public Works Act can be found here: <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=549&ChapterID=7>.

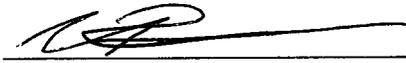
The Employment of IL Workers on Public Works Act requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents.

The Illinois Department of Labor (IDOL) administers the Employment of Illinois Workers on Public Works Act, which was enacted to alleviate unemployment in Illinois by ensuring that most workers on public works projects live in the state. The requirement applies to all labor on public works projects or improvements. That includes public works projects that are funded in whole or in part with state funds or funds administered by the state of Illinois. Any public works project financed in whole or in part by federal funds administered by the state of Illinois is covered under the provisions of this act.

By signing below, the Contractor confirms awareness of this requirement.

Chad Brandt, President

\_\_\_\_\_  
(Typed Name & Title of Authorized Representative)

 President  
\_\_\_\_\_  
(Signature of Authorized Representative)

5-17-2022  
\_\_\_\_\_  
(Date)

Brandt Excavating Inc.  
\_\_\_\_\_  
(Company/Organization)

**Illinois Works Jobs Program Act – Apprenticeship Initiative**  
**Information for Contractors**

**Summary:** The Illinois Works Jobs Program Act, 30 ILCS 559/Art. 20, is a statewide initiative to ensure that all Illinois residents have access to State capital projects and careers in the construction industry and building trades and to provide contracting and employment opportunities to historically underrepresented populations in the construction industry. This will be accomplished through three programs created by the Illinois Works Jobs Program Act: the Illinois Works Apprenticeship Initiative, the Illinois Works Pre-Apprenticeship Program, and the Illinois Works Bid Credit Program. Additional information is available at the following website:

<https://www2.illinois.gov/dceo/WorkforceDevelopment/Pages/IllinoisWorksJobsProgramAct.aspx>.

The goal of the Illinois Works Apprenticeship Initiative (“10% apprenticeship goal”) is that for projects estimated to cost \$500,000 or more, apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The 10% apprenticeship goal applies to projects being paid for in whole or in part by appropriated capital funds to construct a public work either through a contract or grant issued by a State agency. A determination was made that this requirement also applies to IEPA loans. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

**Certification:** Apprentices are required to be U.S. Dept. of Labor certified (not limited to pre-apprentice program graduates).

**Applicability**

**If a project is estimated to received \$500,000 or more of State Capital Funding for the Project:**

If the state’s contribution to the project amount equals 50% or more of the cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than 50% of the cost for the project, the 10% apprenticeship requirement applies only to prevailing wage eligible work being funded from state funds.

**The Project has less than \$500,000 of State Capital Funding, but the Total Estimated Project Cost is \$500,000 or more:**

If the state’s contribution to the project amount equals 50% or more of the estimated cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than 50% of the estimated cost for the project, the 10% apprenticeship requirement does not apply.

**Total Estimated Project Cost is less than \$500,000:** The 10% apprenticeship requirement does not apply. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

**Waivers from the Requirements:** If goals cannot be met, the state has discretion to grant waivers, reductions or to hold public hearings on the issue. Factors to be considered include the scale of the project and whether the contractor or subcontractor seeking the action has previously requested reductions or waivers. A waiver form is available on the IEPA website at:

<https://www2.illinois.gov/epa/Documents/epa-forms/water/financial-assistance/apprenticeship/Waiver-Request.pdf>. The form can also be obtained from DCEO.

**Reporting:** An example quarterly reporting form is attached. A fillable version is available on the IEPA website. Contractors should coordinate with the loan applicant and their consultant for further instructions regarding these forms. Loan applicants are ultimately responsible for reporting quarterly labor hours to the state, but coordination with their contractor is essential. All loan funded projects are subject to payment of Davis Bacon wages.

**For general apprenticeship questions,** please contact the Illinois Works Office at: [CEO.ILWorks@Illinois.gov](mailto:CEO.ILWorks@Illinois.gov).

STATE OF ILLINOIS )  
 ) ss.  
County of Kane )

**BIDDER'S TAX CERTIFICATION**

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this 17<sup>th</sup> day of May, 2022.

By [Signature]  
(Signature of Bidder's Executing Officer)  
Chad Brandt  
(Print name of Bidder's Executing Officer)  
President  
(Title)

ATTEST/WITNESS:  
By [Signature]  
Title Chris Ahearn, Vice President

Subscribed and sworn to before me this  
17<sup>th</sup> day of May, 2022  
Meghan E Fehr  
Notary Public

(SEAL)



**Apprenticeship or Training Program Certification**

**Return with Bid**

**All contractors are required to complete the following certification:**

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

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

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The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
  
- II. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Laborers Local 75 & Operators 150

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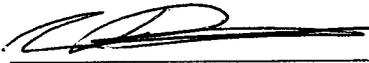
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III. Except for any work identified above, any bidder that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The requirements of this certification and disclosure are a material part of the contract. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

Bidder: Brandt Excavating Inc.  
Address: 385 E Hoover St, Morris IL 60450

By:   
(Signature)  
Title: Chad Brandt, President

# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 • FAX (708) 482-7186  
6200 JOLIET ROAD  
COUNTRYSIDE IL 60525-3992

May 17, 2022

Brandt Excavating, Inc.  
385 E Hoover Street  
Morris, IL 60450

Re: Proof of Compliance with 30 ILCS 500/30-22(6)  
Our File No. MI-00321

Dear Sir or Madam:

At the request of Brandt Excavating, Inc., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Brandt Excavating, Inc., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO  
District 1 dispatch office

Maribel Hernandez

Enclosures: Certificates

# United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services  
Bureau of Apprenticeship and Training

## Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150  
Plainfield, Illinois

For the Trade of Repairer (Heavy)

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

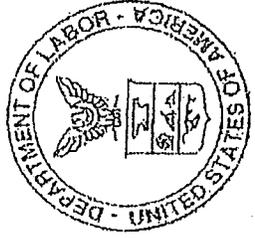
established by the Secretary of Labor

May 5, 2002

Date

IL012020003

Registration No.



*Loi. Chao*  
Secretary of Labor

*Anthony Savage*  
Administrator, Apprenticeship Training, Employer and Labor Services

**United States Department of Labor**

**Office of Apprenticeship Training, Employer and Labor Services**

**Bureau of Apprenticeship and Training**

**Certificate of Registration**

**Operating Engineers Local #150**

**Plainfield, Illinois**

**For the Trade of Operating Engineer**

**Registered as part of the National Apprenticeship Program**

**in accordance with the basic standards of apprenticeship**

**established by the Secretary of Labor**

November 5, 2002  
Date

92 008780173  
Registration No.



*Loi. Chao*  
Secretary of Labor

*[Signature]*  
Administrator, Apprenticeship Training, Employer and Labor Council

**Executive Director**  
Thomas Nordeen

November 30, 2021

**Labor Trustees**  
James P. Connolly  
Martin Flanagan  
Joseph V. Healy  
Charles V. LoVerde III  
William Martin

Brandt Excavating, Inc.  
385 E. Hoover Street  
Morris, IL 60450

To Whom It May Concern:

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

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

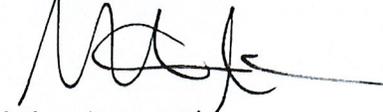
You may also use this letter as verification that Brand Excavating, Inc. is indeed signatory to the Laborers District Council and contribute to the Laborers Training and Apprenticeship Fund and their active account is current.

**Carol Stream Location**  
1200 Old Gary Avenue  
Carol Stream IL 60188  
(630) 653-0006

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

**Chicago Location**  
5700 West Homer Street  
Chicago IL 60639

Yours very truly,



Miranda Maddie  
Office Manager

**UNITED STATES DEPARTMENT OF LABOR**

**Office of Apprenticeship Training, Employer and Labor Services**

**Bureau of Apprenticeship and Training**

**Certificate of Registration**

**Chicago and Laborers' J.A.T.C.**

**Carol Stream, Illinois**

**For the Trade - Construction Craft Laborer**

**Registered as part of the National Apprenticeship Program**

**in accordance with the basic standards of apprenticeship**

**established by the Secretary of Labor**

**April 12, 1999**

**REVISED August 13, 2004**

**IL 017990001**

**Registration No.**



**A. J. Chao**

**Secretary of Labor**

**Anthony Swope**

**Administrator, Apprenticeship Training, Employer and Labor Services**



# Illinois Department of Transportation

# Certificate of Eligibility

Contractor No 678C

Brandt Excavating, Inc.  
385 East Hoover Street Morris, IL 60450

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED \$25,053,000.00

001	EARTHWORK	\$1,000,000
012	DRAINAGE	\$3,500,000
017	CONCRETE CONSTRUCTION	\$350,000
08A	AGGREGATE BASES & SURF. (A)	\$375,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/29/2021 TO 4/30/2022 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 7/29/2021.

*Jim Bell*  
Engineer of Construction



# Illinois Department of Transportation

Office of Highways Project Implementation / Bureau of Construction  
2300 South Dirksen Parkway / Springfield, Illinois 62764

March 10, 2022

Brandt Excavating, Inc., #678C  
385 East Hoover Street  
Morris, IL 60450

Dear Contractor,

In response to staffing levels and to the burden the COVID-19 pandemic is having on both the private and public sectors, the department will be implementing 44 IL Adm. Code, Section 650.120 which allows the department to grant contractors a temporary extension of prequalification ratings.

Prequalification ratings set to expire March 31 through July 31, 2022, will be extended through August 5, 2022. This will allow currently prequalified firms to bid on the April, June and August lettings. As always, please submit your renewal application as soon as possible; applications are processed in the order they are received. Once your application has been analyzed, a new Certificate of Eligibility will be issued. The new certificate will supersede the extension granted with this letter and any certificate previously issued.

If your firm plans to bid on a local agency letting and has not received a new Certificate of Eligibility, a copy of this letter will need to be attached to your current Certificate of Eligibility and submitted to the local agency prior to being issued bidding documents.

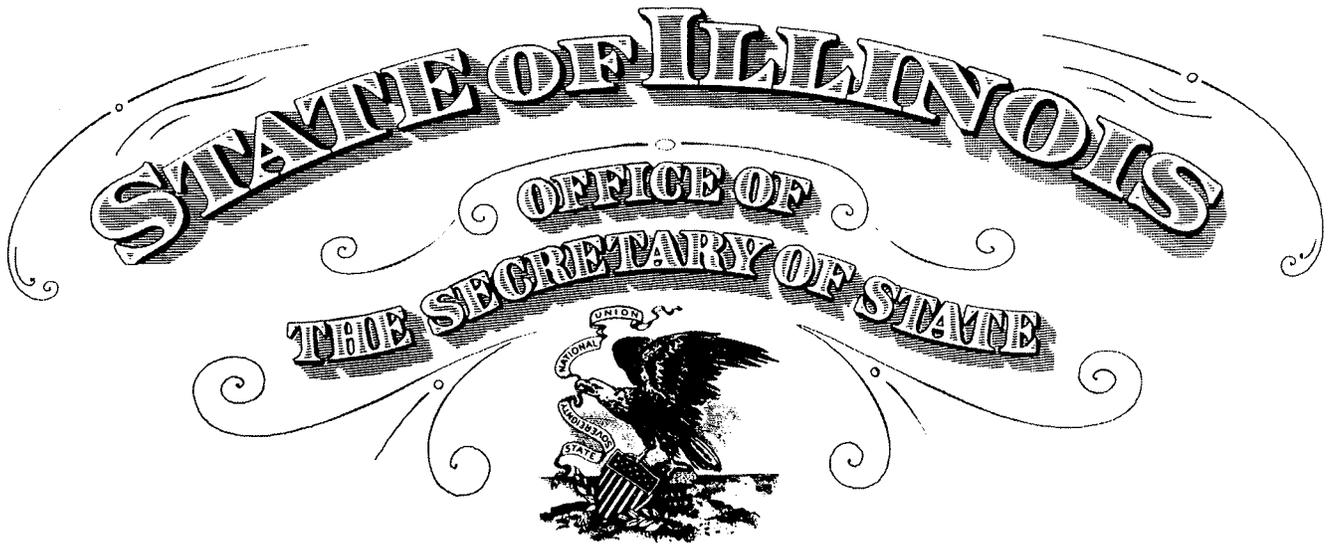
**2022 Application Submittal Notice:** In addition to the mandatory hard copy submission, the department is requesting contractors submit a PDF electronic copy if possible. Electronic copies should be emailed to Tara Elston at [Tara.Elston@illinois.gov](mailto:Tara.Elston@illinois.gov).

Questions or comments may be addressed to Tara Elston, Prequalification Engineer, at (217) 782-3413.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lora S. Rensing'.

Lora S. Rensing, P.E.  
Engineer of Construction



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

BRANDT EXCAVATING, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 12, 2002, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 17TH day of MAY A.D. 2022 .***



*Jesse White*

Governor  
**JB Pritzker**



Director  
**James L. Bennet**

## State of Illinois Eligible Bidder / Public Contractor

### BRANDT EXCAVATING INC.

385 E Hoover Street  
Morris, IL, 60450

**IDHR Eligibility Number: 138546-00**

Type of IDHR Eligibility Number : Corporate Headquarters / Primary Location

The person, firm or corporation whose name appears on this certificate has registered and is authorized by the Illinois Department of Human Rights to bid on or be awarded public contracts, pursuant to 44 Ill. Admin. Code 750.210 and the Illinois Human Rights Act, 775 ILCS 5/2-105. The official status of this registration can be verified at [www.illinois.gov/DHR](http://www.illinois.gov/DHR).



Form Number:  
**PC1**  
Start Date  
**04/29/2021**  
Expiration Date  
**04/28/2026**

**Illinois Department of Human Rights**  
100 W. Randolph St., Suite 10-100  
Chicago, IL, 60601

**Certificate of the Publisher**

**Kane County Chronicle**

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Description: **DISADVANTAGED BUSINESS**  
1974798

BRANDT EXCAVATING, INC.  
385 E HOOVER ST  
MORRIS IL 60450

Shaw Media certifies that it is the publisher of the Kane County Chronicle. The Kane County Chronicle is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of St. Charles, County of Kane, Township of St. Charles, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published one time(s) in the Kane County Chronicle, namely one time per week for one successive week(s). The first publication of the notice was made in the newspaper, dated and published on April 14th, A.D. 2022, and the last publication of the notice was made in the newspaper dated and published on April 14th, A.D. 2022. The notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by Laura Shaw, its publisher, at St. Charles, Illinois, on April 14th, A.D. 2022

Shaw Media

By:



Laura Shaw

Publisher

Account Number 10058492

Amount \$65.96

**PUBLIC NOTICE**  
**NOTICE TO**  
**DISADVANTAGED**  
**BUSINESS**

Brandt Excavating, Inc, 385 E Hoover St., Morris, IL 60450, 815-942-4488, is seeking disadvantaged businesses for the following projects for subcontracting opportunities in the following areas: plumbing, landscaping, & asphalt. All disadvantaged businesses should contact in writing, (certified letter, return receipt requested), Chad Brandt or Chris Ahearn to discuss the subcontracting opportunities. All negotiations must be completed prior to the below opening date of Bid. City of Aurora - Lead Service Replacement Project-Contract 1. All negotiations must be completed prior to the bid opening date of May 18th, 2022  
(Published in the Kane County Chronicle April 14, 2022) 1974798



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MATTHEW A SEIDEL (17648) 1509 CREEK DRIVE MORRIS, IL 60450-0000	<b>CONTACT NAME:</b> MATTHEW A SEIDEL
	<b>PHONE (A/C No, Ext):</b> 815-942-1560 <b>FAX (A/C, No):</b> 815-941-5152 <b>E-MAIL ADDRESS:</b> MATTHEW.SEIDEL@COUNTRYFINANCIAL.COM
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> COUNTRY Mutual Insurance Company	<b>NAIC #</b> 20990
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

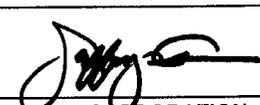
<b>INSURED</b> 3984519 BRANDT EXCAVATING INC 385 HOOVER ST MORRIS, IL 60450	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
--	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		AB9176584	5/26/2022	5/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		AB9176584	5/26/2022	5/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>		AU9176643	5/26/2022	5/26/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		N/A	AW9176642	5/26/2022	5/26/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

JOB NAME:  
LEAD SERVICE REPLACEMENT PROJECT-CONTRACT 1  
(CONTINUED)

<b>CERTIFICATE HOLDER</b>  CITY OF AURORA 44 E. DOWNER PLACE AURORA, IL 60505	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER AB9176584		BRANDT EXCAVATING INC 385 HOOVER ST MORRIS, IL 60450	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 5/17/2022	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED(S):  
CITY OF AURORA  
AURORA, IL 60505

WORKERS COMPENSATION EXCLUSIONS:  
PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY  
ENDORSEMENT.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE PART  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

With respect to coverage provided by this endorsement, the provisions of the Coverage Part (Policy) apply unless modified by the endorsement.

**Cancellation**

The following is added under the Cancellation Condition applicable to the Coverage Parts (Policy) listed above:

If we cancel this policy for any reason other than non payment of premium, we will mail written notice of cancellation to the certificate holder(s) on file with the Company. Notice will be provided prior to the effective date of cancellation. We will give the number of days notice as provided for in the Cancellation Condition of this policy. The notice will state the effective date of cancellation. The policy period will end on that date.

If you cancel this policy, or if we cancel for non payment of premium, we will mail written notice of such cancellation to the certificate holder(s) on file with the Company. The notice will state the date the policy was cancelled.

The notice will be mailed by first-class mail to the last known mailing address of the certificate holder(s) on file with the Company.

Any notice of cancellation provided by this endorsement applies only to the certificate holder(s) with a certificate of insurance applicable to this policy's period.

Our failure to send notice of cancellation to the certificate holder(s) will not amend, extend or alter the terms and conditions of this policy, including the cancellation of this policy.

If there is a conflict between any other policy cancellation provisions pertaining to the certificate holder(s) and this endorsement, the other policy provisions shall control.

Nothing contained here varies, alters, or extends any provisions of the policy except as provided in this endorsement.

**Includes copyrighted material of Insurance Services Office, Inc., with its permission.**

**Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.**

**Contains copyrighted material of the National Council on Compensation Insurance, with its permission.**

**Bid 22-10**  
**Lead Service Replacement Project – Contract 1**  
**Bid opening: May 18, 2022**

**ADDENDUM NO. 1**  
**Page 1 of 6**

**TO: All Bidders**

**FROM: Engineering Division, City of Aurora**

**DATE: April 29, 2022**

**THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS.**

1. A reminder that the loan recipient's policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is outlined on pages 79 and 80 of the bid documents as well as the Suggested Disadvantaged Business (DBE) Advertisement for Construction Contractors found on page 82 of 143.

Page 80 of 143 states on III, A, 2. that "'Certification of publication," or adequate proof of publication, including an actual copy of the newspaper advertisement from a daily newspaper. The advertisement must run one day at least (16) days prior to bid opening. An example advertisement follows this section." (See page 82 for the example advertisement)

2. The City is working on generating a list of specific lead service replacement locations which will be provided to the contractor prior to final award of the contract.
3. The City is working on providing CCDD clearance for spoil disposal on recent water and sewer projects containing partial lead services to be replaced. We anticipate approximately 60% of the overall lead service replacement locations will receive CCDD clearance. The following is how the spoils will be disposed of:

In cases where the City has obtained clearance for disposal at a CCDD facility, the contractor shall be responsible for the cost of transporting the spoils to the CCDD facility. The targeted facility for the City to obtain CCDD clearance is Fox River Stone Co. and CCDD, 6110 IL Route 71, Oswego, Illinois. The contractor shall be paid for the CCDD's tipping fee at the contract unit price per EACH for CCDD TIPPING FEE (PER LOAD).

In the case where the lead service replacement spoils are generated where CCDD clearance has not been obtained by the City, the contractor shall be responsible for transporting the spoils to the City's Water and Sewer Maintenance Division spoils transfer pad located at 649 South River Street, Aurora, Illinois. The City will have the spoils on the transfer pad tested for clearance at a CCDD facility. These spoils at the transfer pad will be hauled away and disposed of by the contractor per the SP G.20 – TRUCKING SPOILS FROM CITY PAD special provision (see below).

**Lead Service Replacement Project – Contract 1**  
**ADDENDUM NO. 1, PAGE 2 of 6**

The hauling and loading of spoils, trucking, equipment and labor for hauling the spoils from the jobsite to a CCDD facility or from the jobsite to the transfer pad shall be considered included in the cost of the contract.

4. The following special provision shall be added to the contract documents:

**SP G.20 – TRUCKING SPOILS FROM CITY PAD**

The City of Aurora Water & Sewer Maintenance Division has a transfer pad at 649 S. River Street. This pad will be used for temporarily storing spoils from lead service replacement locations that do not have testing done ahead of time for disposal at a CCDD facility.

Spoils will be tested at the City pad by the City and those approved for disposal at an approved CCDD facility will be taken to Fox River Stone Co. and CCDD, 6110 IL Route 71, Oswego, Illinois. The contractor shall be paid for the CCDD's tipping fee at the contract unit price per EACH for CCDD TIPPING FEE (PER LOAD). The trucking will be paid per hour as outlined below.

Spoils tested and rejected for disposal at an approved CCDD facility will be taken to Waste Management at 18370 Somonauk Rd, Dekalb, Illinois. The contractor shall be paid for the landfill's tipping fees at the contract unit price per EACH for LANDFILL TIPPING FEE (PER LOAD). A round trip between these locations typically takes 2-2.5 hours and it is expected that a minimum of three trips shall be made per 8 hour day.

The City shall provide staff and equipment to **load** the trucks at the transfer pad for the disposal and hauling of these spoils.

Trucking costs from the transfer pad to a CCDD facility or landfill shall be paid for at the contract unit price per HOUR for TRUCKING FOR SPOIL DISPOSAL FROM CITY PAD. 18-wheeled tractor trailers shall be used for the trucking. It is anticipated that a typical trucking day would be a full 8 hour day. Hours shall be considered on a per truck basis as in 4 trucks for 8 hours would be eligible for 32 hours of payment.

5. SP G.19 – Interior Connection to Water Meter special provision shall also include the following:
- Contractor to provide new brass meter couplings with standard threads and rubber gaskets on each side of the meter (2 total) and these fittings and gaskets shall be considered included in the cost of the interior connection.
  - The seventh bullet point shall be modified to the following: If the meter requires replacement, the replacement will be scheduled with the Water and Sewer Maintenance Division so that a new meter can be installed by the contractor's plumber. The Engineer shall coordinate with Water and Sewer Maintenance Division and Water Billing to install the smart point and setup the meter. This work, if needed, shall be considered included in the interior connection pay item
  - The eighth bullet point shall be modified to the following: City to provide meter horn if needed but the installation cost shall be included in the interior connection pay item
6. A revised bid schedule is attached to add pay items 44-46 for tipping fees and hauling.

**Lead Service Replacement Project – Contract 1  
ADDENDUM NO. 1, PAGE 3 of 6**

Sincerely,

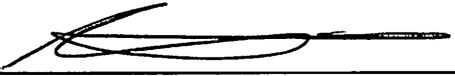


John D. Hoffmann, P.E.  
Engineering Coordinator  
City of Aurora Engineering Division

---

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN ORIGINAL OR FAX COPY OF THIS SHEET TO THE CITY OF AURORA ENGINEERING DIVISION AT 630/256-3229 OR PREFERRABLY BY E-MAIL AT [hoffmannj@aurora.il.us](mailto:hoffmannj@aurora.il.us) IMMEDIATELY UPON RECEIPT.**

COMPANY NAME Brandt Excavating Inc

SIGNATURE OF COMPANY REPRESENTATIVE 

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

**BID SCHEDULE – ADDENDUM NO. 1**

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

<u>NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
1	Water Main Tap and Corporation Stop, 1"	EACH	240		
2	Water Main Tap and Corporation Stop, 1.5"	EACH	5		
3	Water Main Tap and Corporation Stop, 2"	EACH	5		
4	Connect to Existing Service Tap	EACH	10		
5	Exploratory to Confirm Service Material	EACH	20		
6	Connect to Existing Curb Stop and Box	EACH	80		
7	Trenchless Pipe Installation, 1"	LF	28,500		
8	Trenchless Pipe Installation, 1.5"	LF	725		
9	Trenchless Pipe Installation, 2"	LF	725		
10	Open Cut Water Service Replacement, 1"	LF	200		
11	Open Cut Water Service Replacement, 1.5"	LF	200		
12	Open Cut Water Service Replacement, 2"	LF	200		
13	Curb Stop and Box, 1"	EACH	540		
14	Curb Stop and Box, 1.5"	EACH	15		
15	Curb Stop and Box, 2"	EACH	15		
16	Sanitary Sewer Adjustment	LF	200		
17	Drain Tile Repair	LF	200		
18	Trench Backfill	CY	1,740		
19	HMA Residential Driveway Pvmt. Removal & Replacement, 2"	SY	130		
20	HMA Commercial Driveway Pvmt. Removal & Replacement, 4"	SY	130		
21	PCC Residential Driveway Pvmt. Removal & Replacement, 6"	SY	130		
Page 1 Total					

**BID SCHEDULE – ADDENDUM NO. 1**

<b>NO.</b>	<b>ITEM</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>AMOUNT</b>
22	PCC Commercial Driveway Pvmnt. Removal & Replacement, 8"	SY	130		
23	PCC Sidewalk Removal & Replacement, 5"	SF	1,625		
24	Detectable Warnings	SF	50		
25	Combination Curb & Gutter Removal & Replacement	LF	325		
26	Bituminous Pavement Removal Only	SY	200		
27	Bituminous Pavement Removal & Class D Patch, N50, 3" TO 5"	SY	140		
28	Bituminous Pavement Removal & Class D Patch, N50, 6" TO 8"	SY	1,840		
29	Bituminous Pavement Removal & Class D Patch, N50, 9" TO 12"	SY	140		
30	Seeding - Aurora Mix	SY	6,500		
31	Arrow board	DAY	50		
32	Barricades, Type 2 w/Steady Burn Lights	DAY	450		
33	Advanced Warning Signs	DAY	450		
34	Flagger	HOUR	90		
35	Temporary Pavement Surface	SY	350		
36	Inlet Protection	EACH	50		
37	Remove and Reset Water Heater	EACH	15		
38	Interior 1" Copper pipe (length above included 10')	LF	130		
39	Interior Connection to Water Meter w/Slab	EACH	65		
40	Interior Connection to Water Meter w/Basement or Crawl Space	EACH	585		
41	Temporary Staging	CY	100		
42	Non-Special Waste Disposal	TON	200		
43	Special Waste Disposal	TON	200		
<b>44</b>	<b>CCDD Tipping Fee (per load)</b>	<b>Each</b>	<b>400</b>		

**Page 2 Total**

<b>BID SCHEDULE – ADDENDUM NO. 1</b>				
<b>45</b>	Landfill Tipping Fee (per load)	<b>Each</b>	<b>200</b>	
<b>46</b>	Trucking for Spoil Disposal from City Pad	<b>Hour</b>	<b>400</b>	
				<b>Page 3 Total</b>
				<b>Page 2 Total (Carried Forward)</b>
				<b>Page 1 Total (Carried Forward)</b>

TOTAL OF BID.....\$ \_\_\_\_\_  
 LUMP SUM PRICE (if applicable) .....\$ N/A \_\_\_\_\_

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

Respectfully submitted:

_____	_____
Signature	Address
_____	_____
Title	Date
_____	_____
Telephone #	E-mail Address

(SEAL - if BID is by a corporation)

Attest \_\_\_\_\_

**Bid 22-10  
Lead Service Replacement Project – Contract 1  
Bid opening: May 18, 2022**

**ADDENDUM NO. 2**  
**Page 1 of 4**

**TO: All Bidders**  
**FROM: Engineering Division, City of Aurora**  
**DATE: May 9, 2022**

**THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS.**

1. In instances where recent water main replacement lead services were replaced to the existing b-box, we anticipate utilizing the existing b-box instead of a new b-box. The revised bid schedule reflects these changes to quantities for bid item numbers 6, 7, 13, 18-23, 25, 27-30, 32-35 and 38-40 which have been **bolded**.
2. Since the trench spoils will either be taken to a CCDD facility or to the City of Aurora spoils transfer pad as described in Addendum No. 1, some pay items have been removed. Accordingly, Temporary Staging, Non-Special Waste Disposal, and Special Waste Disposal have been removed from the bid schedule.

Sincerely,

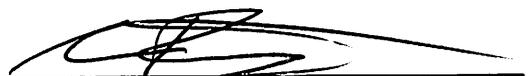


John D. Hoffmann, P.E.  
Engineering Coordinator  
City of Aurora Engineering Division

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**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN ORIGINAL OR FAX COPY OF THIS SHEET TO THE CITY OF AURORA ENGINEERING DIVISION AT 630/256-3229 OR PREFERRABLY BY E-MAIL AT [hoffmannj@aurora.il.us](mailto:hoffmannj@aurora.il.us) IMMEDIATELY UPON RECEIPT.**

COMPANY NAME Brandt Excavating Inc

SIGNATURE OF COMPANY REPRESENTATIVE 

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

**BID SCHEDULE – ADDENDUM NO. 2**

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

<u>NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
1	Water Main Tap and Corporation Stop, 1"	EACH	240		
2	Water Main Tap and Corporation Stop, 1.5"	EACH	5		
3	Water Main Tap and Corporation Stop, 2"	EACH	5		
4	Connect to Existing Service Tap	EACH	10		
5	Exploratory to Confirm Service Material	EACH	20		
6	Connect to Existing Curb Stop and Box	EACH	<b>450</b>		
7	Trenchless Pipe Installation, 1"	LF	<b>34,100</b>		
8	Trenchless Pipe Installation, 1.5"	LF	725		
9	Trenchless Pipe Installation, 2"	LF	725		
10	Open Cut Water Service Replacement, 1"	LF	200		
11	Open Cut Water Service Replacement, 1.5"	LF	200		
12	Open Cut Water Service Replacement, 2"	LF	200		
13	Curb Stop and Box, 1"	EACH	<b>250</b>		
14	Curb Stop and Box, 1.5"	EACH	15		
15	Curb Stop and Box, 2"	EACH	15		
16	Sanitary Sewer Adjustment	LF	200		
17	Drain Tile Repair	LF	200		
18	Trench Backfill	CY	<b>1,770</b>		
19	HMA Residential Driveway Pvmt. Removal & Replacement, 2"	SY	<b>140</b>		
20	HMA Commercial Driveway Pvmt. Removal & Replacement, 4"	SY	<b>140</b>		
21	PCC Residential Driveway Pvmt. Removal & Replacement, 6"	SY	<b>140</b>		
Page 1 Total					

**BID SCHEDULE – ADDENDUM NO. 2**

<b><u>NO.</u></b>	<b><u>ITEM</u></b>	<b><u>UNIT</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT COST</u></b>	<b><u>AMOUNT</u></b>
22	PCC Commercial Driveway Pvmnt. Removal & Replacement, 8"	SY	<b>140</b>		
23	PCC Sidewalk Removal & Replacement, 5"	SF	<b>1,750</b>		
24	Detectable Warnings	SF	50		
25	Combination Curb & Gutter Removal & Replacement	LF	<b>350</b>		
26	Bituminous Pavement Removal Only	SY	200		
27	Bituminous Pavement Removal & Class D Patch, N50, 3" TO 5"	SY	<b>145</b>		
28	Bituminous Pavement Removal & Class D Patch, N50, 6" TO 8"	SY	<b>1,845</b>		
29	Bituminous Pavement Removal & Class D Patch, N50, 9" TO 12"	SY	<b>145</b>		
30	Seeding - Aurora Mix	SY	<b>7,000</b>		
31	Arrow board	DAY	50		
32	Barricades, Type 2 w/Steady Burn Lights	DAY	<b>488</b>		
33	Advanced Warning Signs	DAY	<b>488</b>		
34	Flagger	HOUR	<b>95</b>		
35	Temporary Pavement Surface	SY	<b>363</b>		
36	Inlet Protection	EACH	50		
37	Remove and Reset Water Heater	EACH	15		
38	Interior 1" Copper pipe (length above included 10')	LF	<b>140</b>		
39	Interior Connection to Water Meter w/Slab	EACH	<b>70</b>		
40	Interior Connection to Water Meter w/Basement or Crawl Space	EACH	<b>630</b>		
41	CCDD Tipping Fee (per load)	Each	400		
<b>Page 2 Total</b>					

<b>BID SCHEDULE – ADDENDUM NO. 2</b>				
<b>42</b>	Landfill Tipping Fee (per load)	Each	200	
<b>43</b>	Trucking for Spoil Disposal from City Pad	Hour	400	
<b>Page 3 Total</b>				
<b>Page 2 Total (Carried Forward)</b>				
<b>Page 1 Total (Carried Forward)</b>				

TOTAL OF BID.....\$ \_\_\_\_\_  
 LUMP SUM PRICE (if applicable) .....\$ N/A

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

Respectfully submitted:

_____	_____
Signature	Address
_____	_____
Title	Date
_____	_____
Telephone #	E-mail Address

(SEAL - if BID is by a corporation)

Attest \_\_\_\_\_