

PROPOSAL SUBMITTED BY:

Brandt Excavating Inc.

Type text here

Contractor's Name

385 E Hoover St

Street

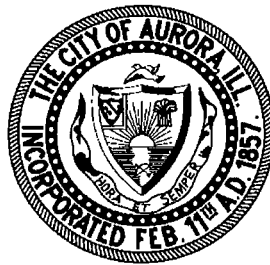
P.O. Box

Morris, IL 60450

City

State

Zip Code



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

PROPOSAL AND SPECIFICATIONS FOR

Lead Service Replacement Project – Contract 3

AURORA, ILLINOIS

*October 2025
25-212*

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

CITY OF AURORA

Lead Service Replacement Project – Contract 3

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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 3 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: 11:00 AM, (Standard Time-Daylight Savings Time) November 19, 2025, 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 (30 ILCS 559/20-1), and the federal “Build America, Buy America Act” requirements contained in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58.

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.

October 3, 2025
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 11:00 AM on November 19, 2025, 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 3 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 Clerk, 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 90 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 the federal Build America, Buy America Act (BABA) which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 and specifies that all iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

BIDDER shall not discriminate based on 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 N/A 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 A Corporation *
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 3 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, steel, manufactured products, and construction materials 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 the federal Build America, Buy America Act, Pub. L. No. 117-58 §§ 70901-52.

* **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 10-06-2025, Addedum No. 2 11-13-2025

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, [\[https://www.dol.gov/whd/forms/index.htm\]](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 mechanics, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for 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.

"General Decision Number: IL20250011 08/29/2025

Superseded General Decision Number: IL20240011

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)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 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 2025.
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:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 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 2025.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	05/23/2025
2	05/30/2025
3	06/20/2025
4	06/27/2025
5	07/04/2025
6	07/18/2025
7	08/22/2025
8	08/29/2025

CARP0555-003 06/01/2022

DUPAGE ANE LAKE COUNTIES

	Rates	Fringes
CARPENTER		
Building.....	\$ 52.01	38.85
Heavy & Highway.....	\$ 52.01	38.85

CARP0555-008 06/01/2020

WILL COUNTY

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

CARP0555-011 06/01/2022

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

	Rates	Fringes
Carpenter and Piledriver.....	\$ 52.01	38.86

CARP0790-003 05/01/2025

DE KALB COUNTY

	Rates	Fringes
CARPENTER.....	\$ 48.60	38.53

CARP0790-004 05/01/2025

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

	Rates	Fringes
CARPENTER.....	\$ 48.60	38.53

CARP0792-003 05/01/2025		

BOONE COUNTY

	Rates	Fringes
CARPENTER.....	\$ 51.00	36.13

ELEC0009-002 05/26/2024		

WILL COUNTY

	Rates	Fringes
Line Construction		
Groundman.....	\$ 48.44	60.05%
Lineman and Equipment		
Operator.....	\$ 62.10	60.05%

ELEC0117-001 06/02/2025		

KANE (Northern Half) and McHENRY (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 59.11	42.23

ELEC0150-001 06/03/2024		

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 48.28	72.47%+15.47

ELEC0176-011 06/01/2023		

WILL COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 52.00	45.01

ELEC0196-001 03/06/2023		

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 49.22	34%+7.00+A
Groundman Truck Driver.....	\$ 39.19	34%+7.00+A
Groundman.....	\$ 37.81	34%+7.00+A

Lineman, Substation
 Technician, Cable Splicing
 Technician, Digger
 Operator, Crane Operator
 20 tons and above, and
 Signal Technician.....\$ 59.17 34%+7.00+A

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

 ELEC0364-003 06/02/2025

BOONE (All) & DEKALB (Remainder) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 62.61	43.96

 ELEC0461-006 06/02/2025

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

	Rates	Fringes
ELECTRICIAN.....	\$ 60.17	43.50

 ELEC0701-001 06/03/2019

DUPAGE COUNTY

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

 ENGI0150-015 06/01/2025

BOONE and DE KALB COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 56.60	51.05
Group 2.....	\$ 56.05	51.05
Group 3.....	\$ 54.75	51.05
Group 4.....	\$ 53.30	51.05
Group 5.....	\$ 50.85	51.05

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.

* ENGI0150-024 06/01/2024

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

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 59.00	49.20
GROUP 2.....	\$ 58.45	49.20
GROUP 3.....	\$ 56.40	49.20
GROUP 4.....	\$ 55.00	49.20
GROUP 5.....	\$ 53.80	49.20

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

IRON0001-014 06/01/2024

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

Rates

Fringes

IRONWORKER

Sheeter.....	\$ 59.51	45.10
Structural and Reinforcing..	\$ 59.26	45.10

IRON0063-003 06/01/2025		
LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES		
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 59.26	44.81

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

IRON0444-006 06/01/2022		
KENDALL (Southern Part) and WILL COUNTIES		
	Rates	Fringes
IRONWORKER.....	\$ 47.80	42.50

IRON0498-003 06/01/2021		
BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest) COUNTIES		
	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

LABO0002-004 06/01/2025		
DUPAGE COUNTY		
	Rates	Fringes
LABORER (SEWER CONSTRUCTION)		
GROUP 1.....	\$ 51.40	36.94
GROUP 2.....	\$ 51.53	36.94
GROUP 3.....	\$ 51.63	36.94
GROUP 4.....	\$ 51.75	36.94
GROUP 5.....	\$ 51.40	36.94
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.

LABO0002-009 06/01/2025

DU PAGE COUNTY

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 lbs.....	\$ 52.40	36.94
16 - 20 lbs.....	\$ 52.90	36.94
21 - 26 lbs.....	\$ 53.40	36.94
27 - 33 lbs.....	\$ 54.40	36.94
34 lbs and over.....	\$ 55.40	36.94
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 51.40	36.94
GROUP 2.....	\$ 51.53	36.94
GROUP 3.....	\$ 51.63	36.94
GROUP 4.....	\$ 51.75	36.94
GROUP 5.....	\$ 51.40	36.94

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

LABO0032-007 05/01/2024

DE KALB COUNTY

	Rates	Fringes
LABORER		
General Laborer.....	\$ 44.59	36.11
Skilled Laborer.....	\$ 47.94	36.11

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.

 * LABO0075-002 06/01/2025

WILL COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 51.40	36.94
GROUP 2.....	\$ 51.75	36.94
GROUP 3.....	\$ 51.40	36.94
GROUP 4.....	\$ 51.75	36.94
GROUP 5.....	\$ 51.60	36.94
GROUP 6.....	\$ 51.75	36.94
GROUP 7.....	\$ 51.60	36.94

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 runways, 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

LABO0149-002 06/01/2025

BOONE, KANE, KENDALL, AND MCHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 51.40	36.94
GROUP 2.....	\$ 51.68	36.94
GROUP 3.....	\$ 51.68	36.94
GROUP 4.....	\$ 51.68	36.94
GROUP 5.....	\$ 51.63	36.94
GROUP 6.....	\$ 51.75	36.94
GROUP 7.....	\$ 51.75	36.94
GROUP 8.....	\$ 51.40	36.94
GROUP 9.....	\$ 52.40	36.94

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 apatement laborers, Toxic & hazardous
waste removal laborers & Dosimeter (any device) monitoring
nuclear exposure

LABO0152-003 06/01/2025

LAKE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 51.40	36.94
GROUP 2.....	\$ 51.48	36.94
GROUP 3.....	\$ 51.40	36.94
GROUP 4.....	\$ 51.63	36.94
GROUP 5.....	\$ 51.60	36.94
GROUP 6.....	\$ 51.60	36.94

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; Kettlemen;
Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box
Spreaders; Laborers on birch overman and similar spreader
equipment; Laborers on apsco; 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)

PAIN0014-003 06/01/2024

LAKE and WILL COUNTIES

	Rates	Fringes
PAINTER: Brush Only.....	\$ 53.05	33.91

PAIN0030-001 06/01/2024

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

	Rates	Fringes
PAINTER		
Brush, Drywall		
Taper/Finisher,		
Sandblaster, and Spray.....	\$ 53.05	27.63

PAIN0030-004 06/01/2024

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

	Rates	Fringes
PAINTER		
Brush, Roller, Spray,		
Sandblasting, Paperhanger,		
Drywall Finishing, Taper,		
and Spray Structural Steel..	\$ 45.15	29.41

PLAS0011-002 06/01/2023

WILL COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 46.25	45.10

PLAS0011-008 06/01/2023

DE KALB, KANE, KENDALL, AND MCHENRY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 50.70	40.60

PLAS0011-013 06/01/2023

LAKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 48.50	42.82

PLAS0011-015 06/01/2023

BOONE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 41.03	36.39
PLASTERER.....	\$ 37.90	37.66

PLAS0803-001 08/01/2010

DUPAGE COUNTY

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 38.00 24.03

* TEAM0179-002 06/01/2024

KENDALL and WILL COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks.....	\$ 44.82	0.25+a
4 Axle Trucks.....	\$ 44.97	0.25+a
5 Axle Trucks.....	\$ 45.17	0.25+a
6 Axle Trucks.....	\$ 45.37	0.25+a

FOOTNOTES:

- a. \$1055.60 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 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 vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0301-001 06/01/2024

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 44.54	13.40+a
4 AXLES.....	\$ 44.69	13.40+a
5 AXLES.....	\$ 44.89	13.40+a
6 AXLES.....	\$ 45.09	13.40+a

FOOTNOTES:

- a. \$500.00 per week pension.
- b. Lowboy is an additional \$1.50 per hour

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

* TEAM0325-004 06/01/2025

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles.....	\$ 48.47	26.70
4 Axles.....	\$ 48.62	26.70
5 Axles.....	\$ 48.82	26.70
6 Axles.....	\$ 48.93	26.70

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; Forkl 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

* TEAM0330-002 06/01/2024

DEKALB COUNTY

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 43.43	0.25+a
4 AXLES.....	\$ 43.58	0.25+a
5 AXLES.....	\$ 43.78	0.25+a
6 AXLES.....	\$ 43.98	0.25+a

FOOTNOTE: a. \$1112.34 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 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

* TEAM0673-003 06/01/2025

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 45.31	0.30+a
4 AXLES.....	\$ 45.46	0.30+a
5 AXLES.....	\$ 45.66	0.30+a
6 AXLES.....	\$ 45.86	0.30+a

FOOTNOTE: a.

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

Low-Boy is an additional \$1.50 per hour
Health and Welfare: \$453.20 per week
Penson: \$589.90 per week

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

TEAM0731-002 04/01/2025

	Rates	Fringes
Traffic Control Device Monitor		
TRAFFIC SAFETY WORKER:		
Primary duties include but		
are not limited to the		
delivery, maintenance and		
pick-up of traffic control		
devices, the set-up and		
installation of traffic		
signs, pavement markings,		
barricades, crash barrels		
and glare screens, traffic		
control surveillance, the		
repair and maintenance		
trucks, cars, arrow		
boards, message signs,		
barricade and sign		
fabrication equipment.....	\$ 43.40	22.71

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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the

type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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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

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	Corporation Stop, 1"	EACH	280	100.00	28,000.00
2	Corporation Stop, 1.5"	EACH	5	100.00	500.00
3	Corporation Stop, 2"	EACH	5	100.00	500.00
4	Connect to Existing Service Tap	EACH	5	250.00	1,250.00
5	Exploratory to Confirm Service Material	EACH	30	200.00	6,000.00
6	Connect to Existing Curb Stop and Box	EACH	10	3,000.00	30,000.00
7	Trenchless Copper Water Service, 1"	LF	21,400	20.00	428,000.00
8	Trenchless Copper Water Service, 1.5"	LF	400	5.00	2,000.00
9	Trenchless Copper Water Service, 2"	LF	400	5.00	2,000.00
10	Open Cut Copper Water Service, 1"	LF	200	15.00	3,000.00
11	Open Cut Copper Water Service, 1.5"	LF	200	5.00	1,000.00
12	Open Cut Copper Water Service, 2"	LF	200	5.00	1,000.00
13	Curb Stop and Box, 1"	EACH	280	2,300.00	644,000.00
14	Curb Stop and Box, 1.5"	EACH	5	470.00	2,350.00
15	Curb Stop and Box, 2"	EACH	5	720.00	3,600.00
16	Remove and Plug Abandoned Water Service	EACH	10	100.00	1,000.00
17	Sanitary Sewer Service Removal and Replacement, 6"	LF	200	0.01	2.00
18	Drain Tile Repair	LF	200	0.01	2.00
19	Select Granular Trench Backfill	CY	1,800	0.01	18.00
20	HMA Drive Approach Removal & Replacement, 2"	SY	100	10.00	1,000.00
21	HMA Drive Approach Removal & Replacement, 4"	SY	100	50.00	5,000.00
22	PCC Drive Approach Removal & Replacement, 6"	SY	100	191.00	19,100.00
Page 1 Total					\$1,179,322.00

<u>NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
23	PCC Drive Approach Removal & Replacement, 8"	SY	100	100.00	10,000.00
24	PCC Sidewalk Removal & Replacement, 5"	SF	800	20.50	16,400.00
25	Detectable Warnings	SF	50	10.00	500.00
26	Combination PCC Curb & Gutter Removal & Replacement	LF	100	50.00	5,000.00
27	Full Depth Pavement Removal Only	SY	100	0.01	1.00
28	Class D Patching, N50, 3" TO 5"	SY	130	40.00	5,200.00
29	Class D Patching, N50, 6" TO 8"	SY	2,100	160.00	336,000.00
30	Class D Patching, N50, 9" TO 12"	SY	130	40.00	5,200.00
31	Seeding - Aurora Mix	SY	3,000	30.00	90,000.00
32	Arrow Board	DAY	50	0.01	0.50
33	Barricades, Type 2 w/Steady Burn Lights	DAY	200	0.01	2.00
34	Advanced Warning Signs	DAY	200	0.01	2.00
35	Flagger	HOUR	100	120.00	12,000.00
36	Temporary Pavement, 2"	SY	1,200	20.00	24,000.00
37	Inlet Protection	EACH	50	0.01	0.50
38	Remove and Reset Water Heater	EACH	10	250.00	2,500.00
39	Interior 1" Copper Pipe	LF	250	20.00	5,000.00
40	Interior Connection to Water Meter w/Slab	EACH	15	2,500.00	37,500.00
41	Interior Connection to Water Meter w/Basement or Crawl Space	EACH	285	3,475.00	990,375.00
42	CCDD Tipping Fee from Transfer Pad	EACH	100	0.01	1.00
Page 2 Total					1,539,682.00

43	CCDD Tipping Fee from Jobsite	EACH	150	0.01		1.50
44	Landfill Tipping Fee	EACH	100	0.01		1.00
45	Trucking for Spoil Disposal from City Pad	HOUR	200	0.01		2.00
Page 3 Total						\$4.50
Page 2 Total (Carried Forward)						1,539,682.00
Page 1 Total (Carried Forward)						\$1,179,322.00

TOTAL OF BID.....\$ \$2,719,008.50
 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

385 E Hoover St, Morris IL 60450
 Address

President

11-18-2025

Title

Date

815-942-4488

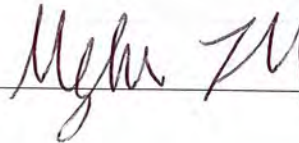
brandtbuilders92@gmail.com

Telephone #

E-mail Address

(SEAL - if BID is by a corporation)

Attest



MAJOR ITEMS OF EQUIPMENT

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

No.	Description	Manufacturer or Supplier
1.	2022 D 23S30III 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 VI017	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 19th day of November, 20 25.

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 3

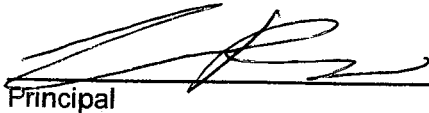
NOW, THEREFORE,

- (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.

 _____ (L.S.)
Principal

Liberty Mutual Insurance Company

Surety

By:  _____
James I. Mohre - Attorney-in-fact

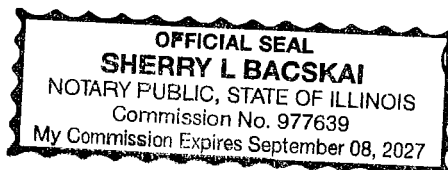
IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

State of Illinois
County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry L 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 19th day of November, 2025.



[Signature]
Notary Public

Sherry L Bacskai

My Commission expires: September 8, 2027



POWER OF ATTORNEY

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

Certificate No: **8213103 - 285144**

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, Amy Wickett, Diane M. Rubright, James I. Moore, Jennifer J. McComb, Martin Moss, Melissa Schmidt, Sherry Bacskai, Stasha King, Tariese M. Pisciotto

all of the city of Downers Grove state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 10th day of February, 2025.



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

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 10th day of February, 2025 before me personally appeared Nathan J. Zangerle, 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 Plymouth Meeting, 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, 2029
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 The Ohio Casualty Insurance Company, Liberty Mutual 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 surety 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 surety 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 Nathan J. Zangerle, 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 surety 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 19th day of November, 2025.



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

Type text here

AGREEMENT

THIS AGREEMENT, made this 19th day of November, 20 25, by and between Brandt Excavating Inc., hereinafter called "OWNER" and A Corporation doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Lead Service Replacement Project - Contract 3

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the Contract Documents within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 365 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement for BIDS
- (B) Information for BIDDERS
- (C) BID
- (D) BID BOND
- (E) Agreement
- (F) Payment BOND
- (G) Performance BOND
- (H) NOTICE OF AWARD
- (I) NOTICE TO PROCEED
- (J) CHANGE ORDER
- (K) DRAWINGS prepared by City of Aurora Details
numbered 1 through 2 and dated January 2021.

(L) SPECIFICATIONS prepared or issued by City of Aurora dated October 2025.

(M) ADDENDA:

No. 1, dated October 6th, 2025

No. 2, dated November 13th, 2025

No. _____, dated _____, 20_____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times, such amounts as required by the CONTRACT DOCUMENTS.

7. The contractor shall not discriminate based on 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.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (_____) each of which shall be deemed an original on the date first above written.

OWNER:

City of Aurora

By _____

Name _____

Title _____

(Please Type)

(SEAL)


ATTEST:

Name _____

(Please Type)

Title _____

CONTRACTOR:

_____

By Brandt Excavating Inc.

Name Chad Brandt

Address 385 E Hoover St, Morris IL 60450

(Please Type)

(SEAL)

ATTEST:

_____

Name Meghan Fehr

(Please Type)

Title Secretary

PERFORMANCE BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

(Name of Corporation)

(Address of Corporation)

a _____ hereinafter called Principal
and (Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum _____

_____ Dollars,\$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he or she shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____ 20 _____.

ATTEST:

By: _____

(SEAL)

ATTEST:

(SEAL)

By: _____

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

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.

PAYMENT BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
and

(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound
unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
(\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____,
20____, a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the
prosecution of the WORK provided for in such contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and
coke, repairs on machinery, equipment and tools, consumed or used in connection with the
construction of such WORK, and all insurance premiums on said WORK, and for all labor,
performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall
be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, WHEREOF, this instrument is executed in ____ counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20____.

(SEAL)

ATTEST:

By:

_____	_____
_____	_____
_____	_____

ATTEST:

By:

_____	_____
_____	_____
_____	_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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.

NOTICE OF INTENT TO AWARD

To: _____

Project Description: Lead Service Replacement Project–Contract 3 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.

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated October 3, 2025 and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of _____.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this day of _____

City of Aurora
OWNER

By: _____

Title: _____

NOTICE OF AWARD

To: _____

PROJECT Description: Lead Service Replacement Project–Contract 3 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.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated October 3, 2025 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20 _____.

 City of Aurora
 (Owner)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by _____,

this the _____ day of _____, 20 _____.

By _____

Title _____

NOTICE TO PROCEED

To: _____ Date: _____

Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20 _____, on or before _____, 20 _____, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20 _____.

City of Aurora
(Owner)

By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

_____,
this the _____ day of
_____, 20 _____.

By _____
Title _____

Change Order No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$ _____	Substantial completion (days): _____
	Ready for final payment (days): _____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)

Date: _____	Date: _____	Date: _____
-------------	-------------	-------------

Approved by Funding Agency (if applicable): _____	Date: _____
---	-------------

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for* each year <u>19.6</u>	Insert goals for* each year <u>6.9</u>

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is **.

*goals and timetables published from time to time by the Director, Office of Federal Contract Compliance Programs (OFCCP)

**Insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any.

CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS GOALS FOR MINORITY PARTICIPATION

(As published in the Friday, October 3, 1980 Federal Register)

FEMALE PARTICIPATION= 6.9% STATEWIDE

<u>County</u>	<u>Percent</u>	<u>County</u>	<u>Percent</u>	<u>County</u>	<u>Percent</u>
Adams	3.1	Jasper	11.4	Randolph	11.4
Alexander	11.4	Jefferson	11.4	Richland	11.4
Bond	11.4	Jersey	11.4	Rock Island	4.6
Boone	6.3	Jo Davis	0.5	Saline	3.5
Brown	3.1	Johnson	11.4	Sangamon	4.5
Bureau	18.4	Kane	19.6	Schuyler	3.3
Calhoun	11.4	Kankakee	9.1	Scott	4
Carroll	3.4	Kendall	18.4	Shelby	4
Cass	4	Knox	3.3	Stark	3.3
Champaign	7.8	Lake	19.6	St. Clair	14.7
Christian	4	La Salle	18.4	Stephenson	4.6
Clark	2.5	Lawrence	3.5	Tazwell	4.4
Clay	11.4	Lee	4.6	Union	11.4
Clinton	14.7	Livingston	18.4	Vermilion	4.8
Coles	4.8	Logan	4	Wabash	3.5
Cook	19.6	Macon	7.6	Warren	3.3
Crawford	2.5	Macoupin	11.4	Washington	11.4
Cumberland	4.8	Madison	14.7	Wayne	11.4
De Kalb	18.4	Marion	11.4	White	3.5
De Witt	4	Marshall	3.3	Whiteside	3.4
Douglas	4.8	Mason	3.3	Will	20.9
Du Page	19.6	Massac	5.2	Williamson	11.4
Edgar	4.8	McDonough	3.3	Winnebago	6.3
Edwards	3.5	McHenry	19.6	Woodford	4.4
Effingham	11.4	McLean	2.5		
Fayette	11.4	Menard	4.5		
Ford	4.8	Mercer	3.4		
Franklin	11.4	Monroe	14.7		
Fulton	3.3	Montgomery	11.4		
Gallatin	3.5	Morgan	4		
Greene	11.4	Moultrie	4		
Grundy	18.4	Ogle	4.6		
Hamilton	3.5	Peoria	4.4		
Hancock	3.4	Perry	11.4		
Hardin	5.2	Piatt	4.8		
Henderson	3.4	Pike	3.1		
Henry	4.6	Pope	5.2		
Iroquois	18.4	Pulaski	11.4		
Jackson	11.4	Putnam	18.4		

41 CFR 60**60-4.1 Scope and Application.**

This part applies to all contractors and subcontractors that hold any Federal or federally assisted construction contract in excess of \$10,000. The regulations in this part are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or non-federally assisted construction site. This part also establishes procedures, which all Federal contracting officers and all applicants, as applicable, shall follow in soliciting for and awarding Federal or federally assisted construction contracts. Procedures also are established which administering agencies shall follow in making any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of Executive Order 11246, as amended. In addition, this part applies to construction work performed by construction contractors and subcontractors for Federal non-construction contractors and subcontractors if the construction work is necessary in whole or in part to the performance of a non-construction contract or subcontract.

[43 FR 49254, OCT. 20, 1978; 43 FR 51404, NOV. 3, 1978]

60-4.2 Solicitations.

(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this Part 60-4.

(b) All non-construction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements, which are necessary in whole or in part to the performance of the covered non-construction contract.

(c) Contracting officers, applicants and non-construction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address, and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	19.6%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65977, OCT. 3, 1980]

60-4.3 Equal Opportunity Clauses.

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

a. "Covered area," means the geographical area described in the solicitation from which this contract resulted:

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen,

superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason; therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing

written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the

effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65978, OCT. 3, 1980]

60-4.4 Affirmative Action Requirements.

(a) To implement the affirmative action requirements of Executive Order 11246 in the construction industry, the Office of Federal Contract Compliance Programs previously has approved affirmative action programs commonly referred to as "Hometown Plans," has promulgated affirmative action plans referred to as "Imposed Plans" and has approved "Special Bid Conditions" for high impact projects constructed in areas not covered by a Hometown or an Imposed Plan. All solicitations for construction contracts made after the effective date of the regulations in this part shall include the notice specified in § 60-4.2 of this part and the specifications in § 60-4.3 of this part in lieu of the Hometown and Imposed Plans including the Philadelphia Plan and Special Bid Conditions. Until the Director has issued an order pursuant to § 60-4.6 of this part establishing goals and timetables for minorities in the appropriate geographical areas or for a project covered by Special Bid Conditions, the goals and timetables for minorities to be inserted in the Notice required by 41 CFR 60-4.2 shall be the goals and timetables contained in the Hometown Plan, Imposed Plan or Special Bid Conditions presently covering the respective geographical area or project involved.

(b) Signatories to a Hometown Plan (including heavy highway affirmative action plans) shall have 45 days from the effective date of the regulations in this part to submit under such a Plan (for the director's approval) goals and timetables for women and to include female representation on the Hometown Plan Administrative Committee. Such goals for female representation shall be at least as high as the goals established for female representation in the notice issued pursuant to 41 CFR 60-4.6. Failure of the signatories, within the 45-day period, to include female representation and to submit goals for women or a new plan, as appropriate, shall result in an automatic termination of the Office of Federal Contract Compliance Program's approval of the Hometown Plan. At any time, the Office of Federal Contract Compliance Programs terminates or withdraws its approval of a Hometown Plan, or when the plan expires and another plan is not approved, the contractors signatory to the plan shall be covered automatically by the specifications set forth in § 60-4.3 of this part and by the goals and timetables established for that geographical area pursuant to § 60-4.6 of this part.

60-4.5 Hometown Plans

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: *Provided*, That each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade

participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in § 60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a contractor is not participating in a Hometown Plan for a particular trade if it:

- (1) Ceases to be signatory to a Hometown Plan covering that trade;
 - (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
 - (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations, which are not or cease to be signatories to the same Hometown Plan for that trade;
 - (4) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
 - (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
 - (6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
- (b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.6 Goals and Timetables.

The Director, from time to time, shall issue goals and timetables for minority and female utilization, which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

[45 FR 65978, OCT. 3, 1980]

60-4.7 Effect on Other Regulations.

The regulations in this part are in addition to the regulations contained in this chapter, which apply to construction contractors and subcontractors generally. See particularly, 41 CFR 60-1.4 (a), (b), (c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR Part 60-3; Part 60-20; Part 60-30; Part 60-40; and Part 60-50.

60-4.8 Show Cause Notice.

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in paragraphs (i) through (iv) of 41 CFR 60-2.2(c)(1). If the contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): *Provided*, That where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

60-4.9 Incorporation by Operation of the Order.


By operation of the order, the equal opportunity clause contained in § 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in § 60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in § 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

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 based on 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.

 _____ Signature	11-18-2025 _____ Date
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Chad Brandt, President _____ Name and Title of Signer	(Please type) _____
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Brandt Excavating Inc. _____ Firm Name
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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)

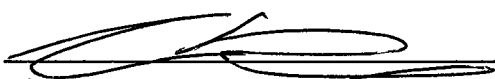
involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contracts(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)

11-18-2025

(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)

11-18-2025

(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) Build America Buy America

If applicable, the contractor shall be required to comply with the requirements of the BABA Act.

9) 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:

1. I am President Name 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 

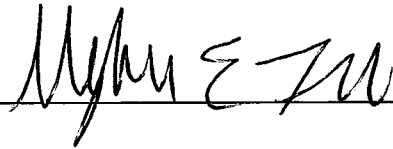
Title President

Date 11-18-2025

Corporate Seal (where appropriate)

On this 18th day of December 20 25, before me appeared (Name)

Meghan Fehr 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  Commission Expires 9-30-2029

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:
 - 1. 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-responsible 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, 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**

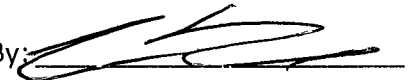
(To be completed by all Prime Contractors)

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: 11 / 18 / 2025

Classified Advertising

Contact JEWAND HALL • 609-256-6896 • official.bids@construction.com

NOTICE TO DISADVANTAGED BUSINESS

Brandt Excavating, Inc, 385 E Hoover St., Morris, IL 60450, 815-942-4488, is seeking disadvantaged businesses for the City of Aurora, project 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 3. All negotiations must be completed prior to the bid opening date of **November 19th, 2025**.

LEGAL AD PROOF ATTACHED + ONLINE AD NOTICE #10220

messages

Jewand Hall <Jewand.Hall@construction.com>
o: Brandt Excavating <brandtbuilders92@gmail.com>

Tue, Oct 14, 2025 at 1:24 PM

Good morning Meghan,

Thank you for your Interest with **Dodge Data AND Analytics!** For, your ad is schedule to run in the Dodge Construction News **Chicago** on 10/17 (excluding Sat/Sun). Attached is the pdf proof of your ad.

Please review the proof and notify me if any changes are needed ASAP (the sooner the better). If you do not respond to this email or notify us of any changes to be made prior to publication this will be construed as approval, and you will be invoiced accordingly.

Your ad has also been placed online via our website please visit the following:
<https://proposal-bid-notices.construction.com/home/dda>

Here is the Landing Page: BRANDT EXCAVATING INC-NTDVBE-CITY OF AURORA-LSR PROJECT-CONTRACT 3.

Meghan, if you have any questions regarding the online ad, please feel free to contact me.

Again, Thanks for your Business!

Jay~

Postscript: Online ads run thru Bid Date

Jewand Hall**DODGE CONSTRUCTION NETWORK**

Customer Success Manager-ADVERTISING
Direct: 609.256.6896 | Mobile 908-907-2590
E Jewand.Hall@construction.com
GreenSheet ▪ The Daily Journal ▪ Daily Pacific Builder ▪ Dodge Construction News Weekly
<https://proposal-bid-notices.construction.com/home/dda>
Official.bids@construction.com

From: Brandt Excavating <brandtbuilders92@gmail.com>
Sent: Tuesday, October 14, 2025 1:24 PM
To: Jewand Hall <Jewand.Hall@construction.com>
Subject: [EXTERNAL] Legal Ad- Lead 3 Aurora

Hi Jewand,

Are you still able to publish the attached legal ad? We need it published in a daily.

Meghan Fehr

--

Brandt Excavating, Inc

385 E Hoover Street

Morris, IL 60450


815.942.4488

815.942.4429

brandtbuilders92@gmail.com

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

 **Brandt Excavating ad 10-17-25.pdf**
88K

Brandt Excavating <brandtbuilders92@gmail.com>
o: Jewand Hall <Jewand.Hall@construction.com>

Tue, Oct 14, 2025 at 1:27 PM

This looks great. Please proceed.

Meghan

Brandt Excavating
Morris, IL 60450
Office - 815-942-4488

[Quoted text hidden]

Jewand Hall <Jewand.Hall@construction.com>
o: Brandt Excavating <brandtbuilders92@gmail.com>

Tue, Oct 14, 2025 at 1:31 PM

Your very much welcome Meghan...

It's with great honor but a little sad, you're the last ad placed for the Chicago pub due to the run schedule. Going forward All ad request will be placed online. Just as a reminder see attached. As always, any questions or concerns feel free to contact me. Regards, Jay~ 😊

[Quoted text hidden]
[Quoted text hidden]

 **SUNSET FOR THE DODGE DAILY WEEKLY.docx**
29K

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: MBE WBE SBE DBE
Prime Contractor Name	
Type of Work to be Performed	Cost Estimate of Work

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).

Prime Contractor Signature:	Print Name:
Date:	Title:
Subcontractor Signature:	Print Name:
Date:	Title:

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)
See Attached					
					Check if Hired <input type="checkbox"/>
					Check if Hired <input type="checkbox"/>
					Check if Hired <input type="checkbox"/>
					Check if Hired <input type="checkbox"/>

Company Name & Contact Person	Address	Phone No.	Email	Proposed Work	DBE Status (MBE, WBE, DBE, SBE)
United Meters Inc / Michael Rodosky	726 Gore Rd, Morris, IL 60450	815-941-1061	unitedmeters@yahoo.com	Plumbing	Non-DBE
Schottmayer Landscaping / Cory Schollmeyer	PO Box 331 Big Rock, IL 60511	630-566-3042	cory@schottmayerlandscaping.com	Landscaping	Non-DBE
Matthew Paving/ Ed Bulow	5505 W 109th St, Oak Lawn IL 60453	708-907-5784	ed@matthewpavinginc.com	Asphalt/Paving	Non-DBE
Construction Transport / Todd Zukaitis	PO Box 2222 Joliet, IL 60434	630-883-3346	constructiontransport@yahoo.com	Trucking	Non-DBE

**Bidder Certification Regarding the Use of
Iron, Steel, Manufactured Products, and Construction Materials produced in the United
States
(Build America, Buy America Act)**

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. I am aware that all iron, steel, manufactured products, and construction materials used for this project must be produced in the United States per the federal Build America, Buy America Act (BABA) signed by President Biden on November 15, 2021. Pub. L No. 117-58, §§ 70901-52.
3. I understand 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.
4. I understand that all manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.
5. I acknowledge that all construction materials for this project must be manufactured in the United States. This means all manufacturing processes for the construction materials occurred in the United States.
6. I am aware that this requirement applies to all portions of the project that are subcontracted.

Signature

Date 11-18-2025

Corporate Seal (where appropriate)

Requirements Specific to Buy America, Build America Act (BABA)

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("BABA"). The purpose of BABA is to ensure that federally funded infrastructure projects only utilize iron, steel, manufactured products, and construction materials produced in the United States. The requirement to use products produced in the United States applies to all projects for the construction, alteration, maintenance, or repair of publicly owned treatment works (POTW) or public water systems. Since Illinois' Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) utilize federal funds, loan recipients must use iron, steel, manufactured products, and construction materials that are produced in the United States. Guidance is available on USEPA's website: <https://www.epa.gov/cwsrf/build-america-buy-america-baba>. Waivers from the requirements are available under certain circumstances. BABA requires the following:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

BABA only applies to items that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at project completion. BABA does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

BABA requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds under one or more awards.

Construction Materials includes an article, material, or supply that consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products including polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
- glass including optic glass;
- lumber; or
- drywall.

Construction Materials does NOT include items made primarily of iron or steel; manufactured products; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Requirements Specific to Iron and Steel

The existing American Iron and Steel (AIS) Requirements will continue as part of BABA. An iron or steel product is one of the items listed below and is made primarily of iron or steel that is permanently incorporated into the public water system or treatment works.

- Pipes (lined or unlined) and pipe fittings
- Pipe clamps and restraints
- Valves
- Structural steel
- Manhole Covers and other municipal castings such as valves boxes, drainage grates, bollards, etc.
- Construction materials such as trusses, wire, grating, wire, ductwork, fence tubing, wall panels, etc.
- Hydrants
- Flanges
- Tanks
- Reinforced precast concrete

For one of the listed iron or steel products to be considered subject to the BABA requirements, it must be made of greater than 50% iron or steel, measured by the material costs. “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. AIS Guidance is available at: <https://epa.illinois.gov/topics/grants-loans/state-revolving-fund/guidance/american-iron-and-steel-requirements.html>.

Recordkeeping and Documenting the Country of Origin for Iron, Steel, Manufactured Products, & Construction Materials used in Loan Funded Projects

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the BABA requirements. USEPA recommends loan recipients use a “Step Certification” process to ensure that producers adhere to the BABA requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron, steel, manufactured products, or construction materials 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. Certification could be achieved by other methods such as requiring the final manufacturer, who delivers the 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. 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 USA made”.

Regardless of the method, documents regarding the country of origin for all covered items should be collected and maintained by the loan recipients. Having a good paper trail is invaluable during an

inspection or audit.

Sample Certification Letter

Below is a sample step certification letter for BABA compliance. The completed letter is provided to the construction contractor or loan applicant by the supplier, fabricator, manufacturer, etc. of covered products. Documentation must be provided on company letterhead.

Company Letterhead

Date

Company Name
Company Address
City, State, Zip

Subject: Build America, Buy America Act Step Certification for Project (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 are in full compliance with the federal Build America, Buy America Act requirements as required 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 for this project, we will immediately notify the prime contractor and the engineer.

Signed by Company Representative

Name Clearly Typed

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://epa.illinois.gov/content/dam/soi/en/web/epa/topics/grants-loans/state-revolving-fund/documents/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.

Illinois Works Apprenticeship Initiative
Periodic Loan Applicant/Grantee Report

Organization Name	<input type="text"/>	FEIN Number	<input type="text"/>	UEIN Number	<input type="text"/>
Loan/Grant Awarding Agency	<input type="text"/>	Construction Start Date	<input type="text"/>	Construction End Date	<input type="text"/>
Loan/Grant Number	<input type="text"/>	Estimated Total Project Costs	<input type="text"/>	Estimated Total State Contribution	<input type="text"/>

Reporting Period: Period Start Date Period End Date

Applicable Apprenticeship Goal (Select all that apply):

☐ 10% total project cost ☐ 10% total state contribution only

☐ Waiver Approved by IL DCEO IL DCEO Waiver Approval Date

(If a waiver was granted for any prevailing wage classification, the Grantee does not need to report on those classifications on this form.)

☐ Reduction Approved by IL DCEO IL DCEO Reduction Approval Date

(If selected, enter the applicable prevailing wage classification(s) and approved reduced percentage(s).)

Prevailing Wage Classification	Reduced Percentage	Prevailing Wage Classification	Reduced Percentage

Prevailing Wage Classification	Reduced Percentage		Prevailing Wage Classification	Reduced Percentage

[illegible]

Organization Certification and State Agency Acknowledgement

1. Organization Certification:

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization Name:

Printed Name (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Title (Executive Director or equivalent):

Date/Time Field

2. State Agency Acknowledgement:

State Agency

Printed Name

Signature:

Title

Date/Time Field

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 18th day of November, 2025.

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
18th day of November, 2025.

[Signature]
 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:

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 III 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

- 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

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CITY OF AURORA SPECIAL PROVISIONS *Revised 1/2025*

The following Special Provisions supplement the General Specifications, the Illinois Department of Transportation's Standard Specifications For Road and Bridge Construction (herein after called the Standard Specifications), the City of Aurora's Standard Specifications for Improvements, the Supplemental Specifications and Recurring Special Provisions, the Standard Specifications for Water And Sewer Main Construction in Illinois, Seventh Edition, the Standard Specifications for Traffic Control Items, Part 890 of the Illinois Plumbing Code (77 IL Admin Code 890.1150) and the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways and the Illinois Supplement to the National Manual on Uniform Traffic Control Devices in effect on the date of invitation for proposals. These special provisions apply to and govern the proposed improvement designated as the **Lead Service Replacement Program – Contract 3, Bid 25-212** and in case of conflict with any part or parts of said specifications; these Special Provisions shall take precedence and shall govern.

DESCRIPTION OF PROJECT:

Lead Water Service Replacement at various locations throughout the City and other miscellaneous appurtenances all in accordance with the Plans and specifications.

All questions should be received by the Purchasing Division, in writing at PurchasingDL@aurora.il.us , by 4 pm Wednesday, November 12, 2025. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 4:00 pm, Friday, November 14, 2025, if required. All questions received after Wednesday will not be addressed.

SP A.1 – ALTERATIONS TO PROJECT BY ENGINEER

The Engineer reserves the right to alter the Plans and details, extend or shorten the improvement, add such work as may be necessary, increase or decrease the quantities of work to be performed, and/or eliminate entire pay items all in accordance with Section 104 of the Standard Specifications, except that the Contractor shall not be entitled to additional compensation or lost profits in the event that quantities are reduced below the original contract quantities, or in the event pay items are deleted entirely.

SP A.3 – RESPONSIBILITY OF WORK

During the progress of the work the Contractor shall assume total risk and liability and will be responsible for all damages to the work, or to persons, or to public or private property caused by, or in any way resulting from doing the work, including actions of Subcontractors or Material Suppliers.

SP A.4 – PUBLIC SAFETY AND CONVENIENCE

The Contractor shall maintain drives, entrances, and side roads along the proposed improvement to allow emergency and local vehicle access to all adjacent properties. This access should not allow the passage of non-local vehicular traffic, which should abide by the approved traffic control plan. Interference with traffic movements and inconvenience to abutting property owners and the public shall be kept to a minimum. The Contractor shall maintain at least one lane open to traffic at all times for emergency vehicles on all streets affected by the construction of these improvements. Adequate use of flaggers and other traffic control devices shall be used to permit such arrangements during working hours. The Contractor shall remove and reinstall all street signs/posts in conflict with the proposed improvements and the contractor will be responsible for the replacement of signs/posts damaged during this process. All signage required for the proper control of traffic (i.e.: stop signs, yield signs, etc.) must be maintained on a temporary basis until the permanent sign can be reinstalled. **If the project is located in a business district, then business open signs shall be posted and maintained during construction.**

This work shall not be paid for separately but shall be considered incidental to the appropriate traffic control pay item.

SP A.5 – COMPLETION DATE

The Contractor agrees to execute a contract and a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after notice of award of the contract.

The Contractor further agrees to begin work not later than **ten (10)** calendar days after the execution and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.

The Contractor shall schedule their construction operations in such a manner so as to meet the following completion deadlines:

- **Obtain Substantial completion of the entire project within 365 calendar days.**
- **Obtain Final completion of the entire project within 365 calendar days.**

Substantially complete shall mean the completion of all work except for the installation of the final HMA surface and minor punch list items.

Final completion shall be obtained when all the work in all respects has been completed; including the final HMA surface course, punch list work, and landscaping.

Special attention is called to Article 108.10 of the Standard Specifications for Road and Bridge Construction and shall be strictly adhered to, in the event the Contractor fails to complete the project by the above-mentioned guidelines. Liquidated damages shall be assessed per **Working Day** for failure to meet the above deadlines.

The Contractor shall not discontinue progress towards the completion of the work until

“Final Completion” has been obtained. This provision will be strictly enforced whether or not the abovementioned completion deadlines are being met. The Contractor shall be assessed liquidated damages for every working day that work is not being performed on the project.

Underground utilities shall not be installed between October 31st and April 1st the following year if directed by the engineer.

Deadline extensions shall not affect the underground utility shutdown dates. Underground work to be performed after October 31st shall be postponed until April 1st the following year. Restoration pertinent to utilities installed prior to October 31st shall be completed November 15th of the same year.

SP A.6 – PERFORMANCE GUARANTEE OF WORK

If after the approval of final payment for each class of work and prior to the expiration of 1 year after the date of approval of said final payment, or such longer period of time as may be prescribed by law or by terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with written directions of the Owner, remove it from the site and replace it with non-defective work to the satisfaction of the Engineer.

Failure of the Contractor to complete or to remedy defective work within a reasonable time (not to exceed 30 days of notice to Contractor in any event) shall be deemed a default and the Owner may take steps as it deems necessary to complete or remedy said work and charge the cost thereof to the Contractor.

SP A.7 – WORK DAYS AND HOURS

The allowed hours of work are between 7:00 AM and 7:00 PM, Monday through Friday, and between 8:00 AM and 5:00 PM on Saturdays. No work shall be done on Sundays or Holidays.

Equipment shall not be started before 6:45 AM.

SP A.8 – INCIDENTAL WORK

All work required to install the improvements shown or called for in the specifications, shall be incidental to the various bid items in the proposal even though a specific item is not shown, and no additional compensation shall be made to the Contractor, unless it is indicated that additional payment will be allowed or a unit price is provided for said work in the contract.

SP A.9 – PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be held prior to start of construction after execution of the contract documents. The Engineer shall establish the time and place of the pre-construction meeting. At this time, the Contractor shall be required to furnish and/or discuss the following:

- Notify Engineer 14 days prior to construction start for lead service notifications.
- Written progress schedule/Completion Deadline.
- Names of Subcontractors and Material Suppliers.
- Names of Project Manager and/or Field Supervisor, including the name and phone number of a responsible individual who can be reached twenty-four (24) hours per day, seven (7) days per week.
- Notifications
 - Notify the Engineer 72 hours prior to the start of the project.
 - Notify Water and Sewer Maintenance Division 48 hours prior to any water main shutdown.
- General cleanup of the work site at the end of each day. The Contractor must have a water meter and hoses, or water truck on site prior to the start of excavation. Contractors and their sub-contractors will not be allowed to obtain water from private property.
- Granular trench backfill, method and equipment used for compaction.
- CCDD requirements
- Protection of existing pavement and placement of cold patch. The Contractor must be prepared to place temporary pavement within the same day of removing the existing pavement.
- Driveway access
- Landscape restoration
- A J.U.L.I.E status for the project site, scheduled by the Contractor, prior to commencement of any work.

Upon receipt of the notice of the award, the Contractor shall prepare a traffic control plan and project schedule setting forth the hours and days of operation for each task required by the contract. The project schedule shall be reviewed, and revised as required, and submitted with each payment request and/or request for extension of time.

SP A.10 – NOTIFICATION

The Contractor shall notify the Engineer a minimum of seven (7) days prior to starting the project, and a minimum of two (2) working days (48 hours) prior to starting each different type of work.

Parking

The Contractor shall supply and post “No Parking” signs on thirty-six inch (36”) high lath or mounted on barricades every fifty feet (50’), two feet (2’) from the back of curb or edge of pavement, at least two (2) working days (48 hours) prior to work in the affected area. The Contractor shall contact the City of Aurora Police Department (630-256-5000) prior to placing “No Parking” signs. “No Parking” signs only need to be installed in areas of existing parking. Temporary parking restriction signs shall be removed no more than 48 hours after a specific stage of work is completed and the parking restriction is no longer required.

The supply and posting of “No Parking” signs and all other notifications to various local agencies, residents, or businesses shall not be paid for separately, but shall be considered incidental to the project.

Roadway

The Contractor shall notify the ENGINEER twenty-four (24) hours prior to the closure of any road so that the Aurora Police and Fire Departments, the appropriate School District, and the Pace Bus Service can be notified appropriately.

Water

The Contractor shall notify the ENGINEER to request a shut-down of existing water supply a **minimum of seventy-two (72) hours in advance so that proper notification and maps can be coordinated.**

The Contractor shall hand deliver written notices provided by the City to all residences and/or businesses **by 5pm two (2) calendar days before the shutdown, except Monday shutdown notices shall be handed out by Friday at 5pm** a minimum of **forty-eight (48)** hours prior to shutting down water mains or affecting continuous water supply.

The Contractor shall notify the ENGINEER a minimum of twenty four (24) hours in advance of exposing or disturbing any potential lead water service lines to allow the ENGINEER to obtain the required risk notification paperwork.

Sanitary

The Contractor shall make every effort to maintain sewer service usage throughout the duration of the project. In the event that a connection will be out of service, the service disruption shall not exceed 8 hours. A public notification program shall be implemented, and shall at a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

1. Written notice to be delivered to each home or business at least 48 hours prior to the beginning of work being conducted on the section, and a local telephone number of the Contractor they can call to discuss the project or any potential problems.
2. Personal contact with any home or business, which cannot be reconnected within the time stated in the written notice.

SP A.11 – CONTROL OF MATERIALS

All material used shall meet the requirements of the Illinois Department of Transportation, the Standard Specifications for Water and Sewer Main Construction in Illinois, the City of Aurora Standard Specifications for Improvements, and as outlined in these specifications.

All materials will be inspected, tested, and approved by the Engineer before incorporation into the work. The Contractor shall provide the City with letters of certification from each supplier when requested.

Any work in which untested and unacceptable materials are used without approval or written permission from the Engineer shall be performed at the Contractor's risk and may be considered as unacceptable and unauthorized and will not be paid for.

SP A.12 - RECORD DRAWINGS

The Contractor shall assist the City or City's representative in taking GPS shots to shoot fittings, taps, sleeves, services, etc. as needed so the City can create record drawings. The Contractor shall provide level, rod, etc. and laborer in assisting the Engineer to verify changes. This work shall not be paid for separately but shall be considered incidental to the Contract.

SP A.13 – IDOT PREQUALIFICATION REQUIREMENT

Prequalification of Bidders is required as contained in IDOT's Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" in the categories appropriate for the type of work proposed on this project.

SP S.1 – TRAFFIC CONTROL AND PROTECTION

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the Recurring Special Provisions and Supplemental Specifications, the Manual on Uniform Traffic Control Devices for Streets and Highways and the Illinois Supplement to the National Manual on Uniform Traffic Control Devices, and any special details and Highway Standards contained herein and in the Traffic Specifications or Highway Specifications. Special attention is called to Article 107.09 of the Standard Specifications for Road and Bridge Construction.

The Contractor shall submit to the Engineer a Traffic Control Plan for approval by the Engineer. The Contractor shall adhere to the approved Traffic Control Plan. The Contractor shall obtain written approval from the Engineer forty-eight (48) hours in advance of the implementation of any and all alterations or deviations from the Traffic Control Plan.

All orange signs used shall be fluorescent orange in color. **Deteriorated, damaged, or signs with non-original material on the front surface will not be allowed.**

Prior to the start of work the Contractor shall have a sufficient number of barricades, signs, and flagmen at the jobsite for the scheduled work. If satisfactory traffic control as determined by the Engineer is not in place, the Engineer shall order the work to be halted. Traffic control devices shall not be removed without prior written notice and approval of the Engineer.

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purposes of regulating, warning, or guiding traffic. The supplying, installation, and maintenance of traffic control and protection shall be paid for at the contract unit price per DAY for ARROW BOARDS, BARRICADES, TYPE 2 W/ STEADY BURN LIGHTS, and/or ADVANCED WARNING SIGNS and at the contract unit price per HOUR for FLAGGER.

SP S.2 – RESPONSIBILITY FOR CONSTRUCTION SAFETY, SHORING AND CONSTRUCTION METHODS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions for the safety of; and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby.
- (b) All work and materials or equipment to be incorporated therein, whether in storage on or off the site.
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection, including tight sheeting or shoring of the trench. He shall notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by any Contractor or Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of all work shall continue until such time as all the work is completed and acceptable. Any damages shall be repaired in a timely manner. Any and all interruptions of essential utilities such as water, electricity, or gas shall be corrected that same day and before the foreman leaves the site. (See Guarantee & Maintenance of Work for time of acceptance.)

The Contractor shall be responsible for coordinating with utility companies regarding the bracing or relocating of utility poles, and the relocation of any underground facilities.

The Engineer shall not be responsible for determining the Contractor's construction means or methods.

SP S.3 – LOCATION OF UTILITIES

The Bidder, before submitting a Bid, shall carefully examine the Proposal, Plans, Details, Specifications, and Special Provisions. The successful Bidder shall inspect in detail the site of the proposed work and be familiar with all the local conditions affecting the proposal and the detailed requirements of construction.

When existing structures, services, utilities, pipelines and improvements (both above and below ground) are shown on GIS, the locations shown are approximate only and are not guaranteed. Obstructions and improvements in addition to those shown in GIS may also be encountered in carrying out the work. The Contractor shall be responsible for carrying out all work under this

contract without additional compensation for whatever condition is found above or below ground.

The Contractor shall notify all utility companies including the City of Aurora Electrical Department (630) 892-1415, Water and Sewer Department (630) 256-3710, local electric companies, local telephone and communications companies, local natural gas companies, and local cable TV companies, and appropriate school districts, a minimum of two (2) working days (forty-eight hours) prior to beginning any construction or preliminary borings. The Contractor shall have the responsibility to determine from the public utility companies and the City of Aurora Departments the locations of underground pipes, conduits, cables, or other surface or subsurface improvements adjoining or crossing the construction area.

The depth and alignment of the existing water mains and sewers are approximate and may vary in both alignment and depth between manholes and valves. The Contractor shall not be due any additional compensation in the event that the alignment of the sewers and water mains vary from what is shown in GIS. The locations shown in GIS for the existing water mains are approximate and not guaranteed.

The Contractor shall be responsible for coordinating with utility companies regarding the bracing or relocating of utility poles, and the relocation of any underground facilities. Cassie Evans (cassie.evans@ComEd.com, C: 773-241-0741) should be contacted to arrange for any needed pole bracing.

SP H.1 – SOIL EROSION CONTROL

If the size of the project warrants a Storm Water Pollution Prevention Plan (SWPPP), then the Contractor and their Subcontractors shall sign the necessary certification forms and follow the requirements of the SWPPP. The Contractor shall coordinate with the Engineer on correcting any deficiencies identified during inspections or Incidents of Non-compliance, and shall notify the Engineer of any changes to the SWPPP's erosion control Plans.

This work shall consist of the supply and installation of soil erosion and sedimentation control devices in accordance with Article 280 of the Standard Specification for Road and Bridge Construction, the City of Aurora's Standard Specifications for Improvements, the Kane-DuPage Soil and Water Conservation District, the Illinois Environmental Protection Agency – Division of Water Pollution Control's NPDES Permit No. ILR10, and with the details within the construction drawings.

Prior to starting any excavation the Contractor shall be required to place ENGINEER approved inlet protection such as an inlet basket sized to fit that particular frame, or equal, in all curb structures in accordance with the Soil Erosion and Sediment Control Plan.

In the event that ground water is encountered during excavation, the Contractor shall provide dewatering filtration bags for each pump discharge line. The filtration bags shall be as manufactured by Dandy Products or approved equal.

Erosion and Sedimentation Control shall not be paid for separately, but shall be considered incidental to the contract. The supply and installation of inlet baskets shall be paid for at the contract unit price for EACH for INLET PROTECTION. All material used for erosion and sedimentation control shall be disposed of off-site along with all debris collected within the control

devices. Disposal shall not be paid for separately and shall be considered incidental to the Contract.

SP H.2 – DUST CONTROL & DIRT ON PAVEMENT

The Contractor shall always be responsible for maintaining dust-free conditions. The Contractor shall clean the pavement of all dirt and debris **at the end of each day's operations**, and at other times as directed by the Engineer by means of high pressure washing or by mechanical sweeping. The Contractor shall provide for the control of dust as specified in Section 24 of the Standard Specifications for Water and Sewer Construction in Illinois, or by the uniform application of a dust control agent approved by the Engineer.

If City water is used for dust control, the Contractor must have a water meter and hoses on site prior to the start of any excavation.

If the Contractor does not meet the requirement of controlling dust and/or cleaning the pavement, within three (3) hours of notification by the Owner, the Owner shall make the necessary arrangements to control the dust and clean the pavement(s). The cost of such action will be deducted from any monies due or to become due to the Contractor. **Additionally, the City will deduct \$750.00 per day from monies due, or to become due, for each day that the Contractor fails to comply with this special provision. In addition, the Contractor will pay any penalties resulting from any Illinois Environmental Protection Agency, NPDES for Construction violations issued to the Owner.** Such sum to be charged not as a penalty but as liquidated damages. The parties agreeing that actual damages to the City of Aurora would be uncertain and difficult to calculate and the amount of such liquidated damages is a reasonable estimate of the supervision costs likely to be incurred by the City of Aurora as a result of the Contractor's failure to control dust and clean the pavement(s) as required.

Dust control and pavement cleaning shall be considered incidental to the cost of the contract and will not be paid for separately.

SP H.5 – DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL

Excavated spoils shall be delivered to the City of Aurora Water & Sewer Maintenance Facility at 649 S. River Street. In the event that the City obtains CCDD clearance for spoil disposal prior to starting a lead service replacement, the contractor shall transport the spoils directly to the CCDD. CCDD tipping fees shall be paid as follows:

In the case where the **CITY HAS NOT OBTAINED** clearance for disposal at a CCDD facility prior to onsite excavation, 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. After the City has obtained CCDD clearance, these spoils at the transfer pad will be hauled away and disposed of by the contractor per the SP G.21 – TRUCKING SPOILS FROM CITY PAD special provision. During this separate

trucking operation for CCDD disposal, the contractor shall be paid for the CCDD's tipping fee at the contract unit price per EACH for CCDD TIPPING FEE FROM TRANSFER PAD.

In cases where the **CITY HAS OBTAINED** clearance for disposal at a CCDD facility prior to onsite excavation, 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 FROM JOBSITE.

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

The Contractor shall be responsible for removal and disposal of all waste material, asphalt, grindings, concrete, stone, dirt or debris generated in the course of the work to a facility permitted to accept such waste. The Contractor shall load the removed pieces of curb and gutter, sidewalk, street pavement, trench excavation, etc. directly onto trucks, haul it away and dispose of it.

The temporary storing of excavated materials on the parkway and/or street and re-handling them later for disposal may be allowed on a limited basis with prior approval by the Engineer. Erosion control measures will be required when rain events are anticipated. This will not be eligible for payment as temporary staging and shall be included in the cost of the project.

Clean Construction and Demolition Debris

*In addition to the requirements of Articles 107.01 and 669 of the Standard Specifications, the Contractor shall be responsible for the proper removal and disposal of excavated materials from the project site. The Contractor shall meet all the requirements set forth by the IEPA in regard to Clean Construction and Demolition Debris. The City of Aurora will provide all investigative work and testing required to meet the current CCDD requirements. The City of Aurora will provide the Contractor with signed IEPA forms for disposal **OR** give direction to transfer the spoils to the Transfer Pad.*

*This project is eligible for free **CONCRETE DISPOSAL ONLY** at the Heartland Recycling Facility at 213 Mettel Road, Aurora, IL (Heartland) when they are open and accepting concrete materials. PCC shall be in segments no larger than two foot in any one dimension. PCC taken to Heartland shall be transported separately from all other materials. Failure to comply with the material acceptance procedures at Heartland could result in the assessment of "hard to handle" fees; the Contractor will not be compensated for any such fees should they be assessed.*

*Prior to commencement of construction, any exclusion zones that were identified during the PESA process shall be discussed, along with a procedure for addressing any potentially impacted materials. At no time is material within an exclusion zone, to be transported to a licensed CCDD Facility. Further, the Contractor should immediately alert the City if potentially impacted material is encountered outside of any identified exclusion zones. All potentially impacted material, or material rejected by a licensed CCDD Facility shall be stockpiled in an area designated by the City; that area will be within 5 miles from the project site. **THE INITIAL TRANSPORT OF MATERIAL TO THE CCDD FACILITY OR TEMPORARY STAGING SITE SHALL BE CONSIDERED INCLUDED IN THE COST OF THE OPERATION GENERATING THE SPOILS.***

SP H.6 – HAZARDOUS SPILL REMEDIATION

The Contractor shall be responsible for the cleanup of any hazardous spills on the jobsite including oil, diesel, gasoline, etc. and any spill that enters the sewer system or any bodies of water downstream. The Contractor shall expeditiously work with all requests from the Illinois Environmental Protection Agency (IEPA) to comply with cleaning up any spills. The Contractor will be required to hire a contractor specializing in environmental cleanup, and that contractor shall coordinate directly with the IEPA. Should the Fire Department be involved responding to reports of spills and the resulting clean up and the spill is traced back to the Contractor's jobsite, the Contractor shall be liable to reimburse the Fire Department any monies incurred for their efforts. The Fire Department efforts includes materials, equipment and labor that they deem necessary to contain or clean up the spill. All costs including coordination, fines and documentation with state and federal agencies, hiring of an environmental cleanup contractor, any environmental cleanup, reimbursement of the Fire Department, or any other costs associated with cleaning up or responding to spills originating from the jobsite shall be paid for by the Contractor. The City will not reimburse the Contractor for any of this work should it occur.

SP G.1 – MOBILIZATION

This item consists of transportation and set up of various equipment necessary to any and all locations for the project, as well as the breakdown and removal of the same equipment.

This item shall be considered incidental to the contract and will not be paid for separately.

SP G.2 – WATER FOR CONSTRUCTION PURPOSES

City water for construction purposes will be available to the Contractor at his cost according to the prevailing rates in effect at the time. Contractors and their sub-contractors will not be allowed to obtain water from private property. The Contractor shall secure a city water meter by presenting a deposit for \$1,600.00 in the form of a certified check made out to The City of Aurora to the Water Billing Department on the First Floor of 44 E. Downer Place, Aurora, Illinois. The name of the Contractor and their Tax ID number will be required. The Contractor will take the resulting forms to the Water & Sewer Maintenance Division located at 649 S. River Street where the city water meter shall be provided. The Contractor and/or sub-contractor will be fined, according to ordinance, which will be deduced from moneys due, for each unauthorized use of City water regardless of the amount of water used or the reason for unauthorized use.

SP G.3 – SURFACE RESTORATION

The Contractor shall be responsible for performing any surface restoration required due to damages caused by storing material and/or equipment outside the areas to be excavated. The surface restoration shall be performed in accordance with the Plans and specifications or as directed by the Engineer and shall be at the Contractor's expense.

SP G.6 – TRENCH BACKFILL, PIPE BEDDING, AND COVER

All select granular material shall meet IDOT gradation specifications and shall be either crushed limestone, crushed concrete or crushed gravel. Material excavated as part of this project may be processed on site for re-use with approval from the Engineer at an agreed upon unit price.

Pipe Bedding

Pipe bedding shall consist of over-excavation of the trench bottom and refilling to proper grade in accordance with the trench backfill details included in the Plans.

The cost of supplying and installing the aggregate bedding shall not be paid for separately but shall be considered incidental to the project.

Haunching

Pipe Haunching shall consist of compacted aggregate for the full width of the trench to the spring line for the reinforced concrete pipe or ductile iron pipe and to one foot (1') above the top of the pipe for PVC pipe in accordance with the details included in these Plans.

The cost of supplying and installing the aggregate haunching shall not be paid for separately, but shall be considered incidental to the cost of the pipe.

Trench Backfill

Trench backfill shall be placed in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois and the Trench Backfill Detail as shown on the Plans.

Place Trench Backfill material to required elevations, for each area classification listed below:

Under grassed areas:

Satisfactory excavated or borrow material, approved by the Engineer.

Under pavements:

Select Trench Backfill of compacted CA-6 crushed limestone or CA-6 crushed gravel.

Place backfill materials evenly adjacent to structures or piping to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping by carrying material uniformly around structure of piping to approximately same elevation in each lift.

Compaction Jetting and Water Soaking

The holes through which the water is injected in the backfill shall be placed in a grid pattern at intervals of not more than four feet (4'). Additional holes shall be provided if deemed necessary by the Engineer to ensure adequate settlement. All holes shall be jetted and shall be carried to a point one foot (1') above the top of the pipe. Drilling the holes by means of augers or other mechanical means will not be permitted. Care shall be taken in jetting to prevent contact with or other disturbance to the pipe.

The water shall be injected at a pressure and rate sufficient to sink the holes at a moderate rate. After a hole has been jetted to the required depth, the water shall be injected until it begins to overflow the surface.

If the Contractor requests and receives approval to perform mechanical compaction in place of

jetting all trenches, they shall be responsible for hiring and compensating a third party testing agency to verify that the minimum compaction requirements listed in the Standard Specifications for Water and Sewer Construction in Illinois and the Compaction Requirements special provision shall be met. Mechanical compaction shall be performed in accordance with the Standard Specifications for Water and Sewer Construction in Illinois.

Surface depressions resulting from backfill subsidence caused by compaction shall be filled and re-compacted by tamping or rolling to the satisfaction of the Engineer.

Measurement and Payment

The cost of supplying and installing the aggregate bedding and haunching shall not be paid for separately, but shall be considered incidental to the contract.

The cost of supplying and installing the initial and final Select Granular Trench Backfill shall be paid for at the contract unit price per CUBIC YARD (CY) for SELECT GRANULAR TRENCH BACKFILL. Section 20 of the Standard Specifications for Water and Sewer Main Construction in Illinois shall be used to determine the quantity of Select Trench Backfill that will be eligible for payment. The depth used for the purposes of calculating the quantity of trench backfill that is eligible for payment shall be from the top of the haunching to the bottom of the bituminous pavement patch.

SP G.7 – COMPACTION REQUIREMENTS

The Contractor shall control soil compaction during construction in order to provide the minimum percentage of maximum or relative density as specified for each area of classification indicated below:

Percentage of Maximum Density Requirements

Compact soil to not less than the following percentages of maximum density for soils which exhibit a well-defined moisture density relationship (cohesive soils) determined in accordance with ASTM D 1557; and not less than the following percentages of relative density, determined in accordance with ASTM D 2049, for soils which will not exhibit a well-defined moisture-density relationship (cohesionless soils).

Pavement, Drives, and Sidewalks

Compact the top twelve inches (12") of sub-grade and each layer of backfill material at 95% of the materials maximum density at optimum moisture content as determined by the modified proctor test.

Lawn or Unpaved Areas

Compact the top six inches (6") of sub-grade and each layer of backfill material at 85% maximum density for cohesive soils and 90% relative density for cohesionless soils.

Moisture Control

Where sub-grade and each layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of sub-grade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

SP G.13 – REMOVE AND PLUG ABANDONED WATER SERVICES

This work shall consist of removing abandoned water services encountered during the work or as directed by the Engineer in the field. Abandoned water services shall be removed at the location of conflict with new construction and removed to the point of connection with the existing water main that is to remain. The service shall be disconnected at the corporation stop at the water main. The corporation stop shall not be removed but shall be turned off and have a brass plug securely installed to prevent leaks.

The Contractor shall keep records of the services removed and the plugs installed if not observed by the Engineer.

The plugging and/or removal of abandoned water services within areas identified in the Plans for excavation shall not be paid for separately but shall be considered incidental to the contract. **The removal and disposal of abandoned water services to facilitate the installation of new improvements or within 6' of the new water service replacement tap, shall not be paid for separately, but shall be considered incidental to the contract. The contractor shall receive pre-approval from the engineer to locate a new water service replacement tap more than 6' from the existing tap to be abandoned which would trigger the payment of this pay item.**

The plugging and/or removal of abandoned water services not within the vicinity of the planned excavated areas as identified on the Plans shall be paid for at the contract unit price per EACH as REMOVE AND PLUG ABANDONED WATER SERVICE. The excavation of the abandoned service, removal of the service, plugging of the corporation stop at the existing water main, and select granular trench backfill shall be considered incidental to this pay item.

SP G.14 – TREE TRIMMING

Tree trimming may be required to allow room for construction equipment to move and swing overhead. In the event tree trimming is needed on a private tree, the contractor shall coordinate with the engineer to confirm the homeowner is notified that their tree will require trimming and the date that the trimming is scheduled to occur. **Tree trimming required for construction shall not be paid for separately, but shall be considered incidental to the contract which shall include the disposal of the material removed.**

SP G.16 – BARRICADES, TYPE 2 W/STEADY BURN LIGHTS

This unit price for Barricades shall include the cost to deliver to and from jobsite up to 15 barricades for use in conjunction with the lead service replacement work. If barricades are used in the same area for the same duration and less than 15 are used, only 1 day will be eligible for payment per calendar day. This work shall be paid for at the unit price per day for "BARRICADES, TYPE 2 W/STEADY BURN LIGHTS" and shall include up to 15 barricades.

SP G.17 – ADVANCED WARNING SIGNS

The unit price for Advanced Warning Signs shall include the cost for delivering to and from the jobsite up to 4 advanced warning signs (ie: Road Construction Ahead, Left/Right Lane Closed Ahead, Merge, etc.). If signs are used in the same area for the same duration and less than 4 are used, only 1 day will be eligible for payment per calendar day. This work shall be paid for at the

unit price per day for “ADVANCED WARNING SIGNS” and shall include up to 4 signs.

SP G.18 – LICENSED PLUMBER

A plumber licensed by the State of Illinois shall be responsible for any work under this contract, if required by the Illinois Plumbing Code. This cost shall not be paid for separately but shall be considered incidental to the contract unit prices.

SP G.19 – INTERIOR CONNECTION TO WATER METER

This work shall consist of connecting the new copper water service to the interior water meter, in accordance with the details and as directed by the Engineer.

- Trenchless pipe installation from the b-box to the point of entry will be billed by the foot for pipe installation
- The interior connection pay item shall include up to 10' of additional pipe past the point of entry, the connection to the existing meter and a new 1" brass ball valve before and if needed after the meter.
- Interior pipe in excess of 10' shall be paid per foot of INTERIOR 1" COPPER PIPE
- A new drain down shall be installed if needed and included in the cost of the interior connection
- The hole in the foundation wall or concrete floor shall be patched with hydraulic cement or concrete which shall be included in the interior connection. Any restoration beyond this patch will be the homeowner's responsibility
- Existing jumper wire and ground clamps will be reinstalled or replaced if needed which shall be included in the interior connection
- If the meter requires replacement, the replacement will be scheduled and completed by the City at a later date
- City to provide meter socket or meter horn if needed but the installation cost shall be included in the interior connection pay item
- If the water heater requires removal and resetting it shall be paid for separately if approved by the Engineer

This work shall be paid for at the contract unit price per EACH for INTERIOR CONNECTION TO WATER METER W/SLAB or INTERIOR CONNECTION TO WATER METER W/BASEMENT OR CRAWL SPACE and shall include all materials and labor necessary to perform the work as previously specified.

SP G.20 – CONTRACTOR REQUIREMENTS AND LETTERS OF RECOMMENDATION

The Contractor and subcontractors shall have experience with installing both public and private water services and interior residential water meters with a minimum total of one hundred (100) service replacements. Therefore, the Contractor shall submit at least three (3) letters of recommendation from municipalities (city, county, townships, etc.) that had projects of similar scope; specifically installing services from the water main to the interior meter via trenchless methods. The letters of recommendation shall include the following:

- Project name and location

- Summary of services provided
- Date of Contract
- Reference contact name, phone number, and address of the person associated with the project

SP G.21 – 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 FROM TRANSFER PAD. 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. 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.

SP SN.5 – SANITARY SERVICE CROSSINGS

This item consists of replacing sanitary services in accordance with the details and as directed by the Engineer in the field.

The locations of any existing sanitary services painted on-site by private contractors are approximate and are not guaranteed to be correct or complete. Sanitary services are private utilities and will not be located by the City. The Contractor shall be responsible for locating all sanitary services in the field and repairing any damaged services. The Contractor should anticipate encountering inactive sanitary services and active sanitary services that are not shown on the Plans.

In the event of a break in a sanitary service and/or riser, the Contractor shall maintain the flow from the sanitary service at all times.

Contractor shall replace said services with PVC DR 18 C-900 pipe. All connections shall be made using CNSS non-shear sewer couplings as manufactured by Cascade Water Works Mfg. Co. or approved equal. The coupling shall be constructed with an outer shell of T-304 (ASTM A-240/ASME SA-240) stainless steel with three stainless steel heavy duty worm gear fasteners (SAE J-1508 - MIL 5059-A) permanently welded in place and passivated per ASTM A-380. The shell shall fully encircle a 40 durometer ribbed gasket made from virgin SBR (ASTM D2000) rubber formulated for sewer service. Inserts shall be provided to compensate for differences in the outside diameters of the new and existing pipes.

Payment for the work specified herein shall be made at the contract unit price per FOOT (FT), measured in accordance with the details shown on the Plans for SANITARY SEWER SERVICE REMOVAL & REPLACEMENT, 6" replaced at grade.

SP W.2 – WATER SERVICE/WATER SERVICE RELOCATION

All copper fittings shall be flared fittings. Compression fittings shall **not** be allowed. All water services shall be constructed of 1" diameter Type K copper pipe unless otherwise called out on the Plans or directed by the Engineer in the field. Whenever possible, the Contractor shall install water services under pavement using trenchless construction methods (TCM). The Contractor shall submit a detailed plan describing the TCM to be used to the Engineer for approval. The costs associated with exposing existing utilities that may potentially be in conflict with the proposed copper water service to be installed utilizing trenchless methods shall not be paid for separately and shall be considered incidental to the trenchless copper water service installation. Water services and all appurtenances shall be installed meeting the requirements of Part 890 of the Illinois Plumbing Code (77 IL Admin Code 890.1150).

The Contractor shall televise and locate the sanitary service prior to lead water service replacement. If the homeowner or property owner claim to have a damaged sanitary service post water service replacement, the Contractor shall investigate and repair any damaged services resulting from the lead service replacement at their own expense and as directed by the Engineer.

Installation of water services shall be paid for at the contract unit price per FOOT (FT) for OPEN CUT COPPER WATER SERVICE or for TRENCHLESS COPPER WATER SERVICE for the size specified in the contract, which shall be payment in full for all excavation, trench backfill, dewatering, sheeting, shoring and bracing, supplying and installing the copper pipe and fittings, connection to existing lead lines if required, exposing existing utilities, and flushing the existing system, all in accordance with the Plans, specifications and as directed by the Engineer.

The footage for TRENCHLESS COPPER WATER SERVICE payment shall be to the wall or floor where the new copper service enters the residence. The work necessary to connect the new copper service to the meter within the house by an Illinois Licensed Plumber, core and patch an opening in the wall or floor and clean up the work area not including finished restoration shall be considered incidental to the INTERIOR CONNECTION TO WATER METER pay item. The contractor will only be responsible for patching the floor or wall where the service enters the residence, the homeowner will be responsible for any additional finished restoration disturbed during the installation which shall be kept to a minimum. The contractor will utilize an Illinois Licensed Plumber to provide the labor necessary to install and complete these connections. All internal work shall be performed according to the Illinois Plumbing Code, current edition.

The contractor will be given the contact information the City has obtained from the lead water service sign-off form which the contractor will use to coordinate any work required within the private property. The contractor will be responsible for all contact with the homeowner from that point forward and it is recommended the contractor has a bilingual employee to help with that communication. A before and after picture at the water meter should be taken of each property and provided to the City on completion of the work in order to be paid these allowances. The contractor should display the address and date in each picture.

The Contractor shall remove and replace the curb stop and box if directed by the Engineer. All curb stops shall be Minneapolis pattern with flared connections conforming to ANSI/AWWA C800 and shall be the following brands or approved equal: A.Y. McDonald 6104, Ford B22-444M, or Mueller H-15151. All curb boxes shall be 5'6" bury Minneapolis pattern with minimum 1-1/4" upper section equal to: A.Y. McDonald 5614 or Ford EM-55-56. (Accepted Brands: Mueller, Star Pipe Products, Sigma/Nappco, Bingham & Taylor or approved equal) Removal and replacement of the curb stop and box shall be paid for at the contract unit price per EACH for CURB STOP AND BOX for the size specified in the contract which shall be payment in full for all material, equipment, and labor necessary to perform this work in accordance with the Plans, specifications, and as directed by the Engineer.

The Contractor shall excavate and tap the water main and install a new corporation stop at locations shown on the Plans or as directed by the Engineer. Corporation stops shall have flared connections conforming to ANSI/AWWA C-800 and shall be the following brands or approved equal: A.Y. McDonald 4701 or Ford F-600. All excavation, shoring, spoil removal and disposal, trench backfill and materials and labor necessary for connecting the water service to the new water main shall be paid for at the contract unit price per EACH for CORPORATION STOP for the size specified in the contract which shall be payment in full for all material, equipment, and labor necessary to perform this work in accordance with the Plans, specifications and as directed by the Engineer.

Tapping sleeves will be allowed. Lead service replacements are typically done with direct taps. However, field conditions may dictate the need for a tapping sleeve. If the need for a tapping sleeve is confirmed by the City, the City shall provide a tapping sleeve for the contractor to install. No additional compensation will be made for installing the City provided tapping sleeve.

No additional compensation will be made if the contractor elects to use tapping sleeves either by choice or without confirmation by the City. Tapping sleeve installation shall be considered incidental to the CORPORATION STOP pay item.

Water service replacements shall follow the applicable portions of AWWA Standard C810 Replacement and Flushing of Lead Service Lines, latest edition. Any work associated with this effort shall be considered incidental to the INTERIOR CONNECTION TO WATER METER pay item.

In the event a service is encountered with a service tap that is newer and reusable, the contractor will utilize the CONNECT TO EXISTING SERVICE TAP pay item when directed by the Engineer.

In the event that a service has already been partially replaced in either the Right-of-Way or private property with a new curb stop and b-box, then the contractor will be required to replace the

remainder of the lead service line with the appropriate bid items and utilize the CONNECT TO EXISTING CURB STOP AND BOX pay item.

Utilization of the REMOVE AND RESET WATER HEATER pay item shall first be approved by the Engineer prior to performing the work.

SP R.1 – SAW CUTTING

When directed by the Engineer, the Contractor shall saw-cut existing bituminous concrete and/or Portland cement concrete pavement full depth to penetrate the base and sub-base, so as to completely separate the existing pavement to be removed from that to remain. It is the Contractor's responsibility to determine the thickness of the existing pavement and whether or not it contains reinforcement.

The work shall be performed in such a manner that a straight, vertical joint will be obtained. The saw cutting shall be done prior to the commencement of removal operations. Care shall also be taken by the Contractor so as not to damage the remaining pavement or surface directly adjacent to the pavement or surface to be removed. Any damage to the existing pavement or surface resulting from removal operations shall be repaired at the Contractor's expense, as directed by the Engineer.

The saw cutting shall be performed on both sides of the trenches for the proposed underground utilities. This work shall be performed prior to the commencement of the installation of the improvements as specified. It shall be the Contractor's responsibility to lay out the locations for the proposed saw cuts.

This work shall not be paid for separately but shall be considered incidental to the contract unit prices. Saw cutting required for items not listed above or designated elsewhere in the special provisions shall be considered incidental to the contract.

SP R.2 – TEMPORARY DRIVEWAY SURFACE, AND TEMPORARY PAVEMENT SURFACE

Restoration of all improvements on public property is to be done in an expeditious manner. Failure to conform to these requirements will result in the City causing such work to be done. All costs of such work, including administrative costs, will be charged to the Contractor along with a \$500.00 penalty for each occurrence on Driveways, Local Roads and Minor Arterials, and \$500.00 for each hour per occurrence on Major Collectors and Arterials during the peak traffic hours Monday through Friday between 7 AM to 9 AM and 3 PM to 7 PM, during non-peak hours the penalty shall be \$500 per occurrence whereby the City must invoke this provision. The parties agreeing that actual damages to the City of Aurora would be uncertain and difficult to calculate and the amount of such liquidated damages is a reasonable estimate of the supervision costs likely to be incurred by the City of Aurora as a result of the Contractor's failure to temporarily or permanently restore public property as required.

PRIOR TO THE REMOVAL OF ANY PAVEMENT OR DRIVEWAYS, THE CONTRACTOR SHALL HAVE TEMPORARY PAVEMENT ON SITE, IN ORDER TO ENSURE THAT THE TEMPORARY PAVEMENT IS IN PLACE THE SAME DAY THAT THE EXISTING PAVEMENT IS REMOVED.

Where a temporary pavement surface has not been requested by the Engineer, the Contractor is encouraged to cap the surface with HMA grindings. However, HMA grindings will not qualify as a temporary pavement surface and will not be paid for as such.

Driveways

A cold mix **temporary surface** is required the same day of excavating the drive approach or the curb adjacent to the drive approach. The Contractor shall provide a temporary approach for all driveways across the width of the approach until the final surface is placed. Temporary driveways shall be inspected at the end of all workdays or in a timely manner to ensure the driveway surface remains usable to the satisfaction of the Engineer. Special attention shall be taken for handicapped residents or residents who may need imminent emergency care (expectant mothers, etc.). The Contractor and Engineer will work to identify special-needs residents to assure they have access to traffic or special vehicles at all times.

Local Streets and Minor Collectors

The Contractor shall place cold mix at street intersections, and/or at other locations as directed by the Engineer the same day of excavating the pavement. Cold Mix shall have a minimum of two inches (2") thickness. The temporary surface shall be removed prior to placing the permanent pavement the cost of which is included in this temporary pavement surface pay item. The temporary surface shall be maintained so that it will provide a smooth, usable surface with a minimum of distraction to traffic to the satisfaction of the Engineer. The Contractor shall be responsible for coring through the cold patch in order to jet trenches. After the trenches are thoroughly jetted and consolidated, additional cold patch shall be applied. At all locations where cold mix is not installed, the Contractor shall place and maintain a CA-6 crushed limestone surface. Holes shall be backfilled or steel-plated over weekends and holidays. The permanent patch to City specifications must be in place as soon as possible.

Special attention shall be taken for handicapped residents or residents who may need emergency trips to a hospital. The Contractor, as directed by the Engineer, shall work with special-needs residents to assure they have special access to traffic and/or special vehicles at all times.

Arterials and Major Collectors

The Contractor shall place Hot Mix Asphalt (HMA) at all excavated locations within active travel lanes and intersections, and at other locations as directed by the Engineer. The HMA depth shall have a minimum of two inches (2") thickness. The temporary surface shall be maintained so that it will provide a smooth, usable surface with a minimum of distraction to traffic to the satisfaction of the Engineer. The Contractor shall be responsible for coring through the temporary pavement in order to jet trenches. After the trenches are thoroughly jetted and consolidated, additional temporary pavement shall be applied. As an alternative, the Contractor may use cold mix asphalt. If cold mix is used, the Contractor shall inspect, repair and/or replace cold mix at all actively travelled locations, and at other locations as directed by the Engineer, on a daily basis when the temporary patch exceeds 1-inch of deviation (above or below) from the adjacent pavement or when excessive tracking of material occurs. Cold mix must be compacted with vibratory or heavy equipment – hand tamping shall not be allowed. Tracking of cold mix onto the travelled lanes shall be cleaned on a daily basis during off-peak traffic hours. The Contractor may use steel-plates, secured in place, to cover open excavations during weekends and holidays with appropriate warning signage. The use of CA-6 crushed limestone as a temporary patch is prohibited. The temporary surface shall be removed prior to placing the permanent pavement the cost of which is included in this temporary pavement surface pay item. HMA in good condition may be allowed to remain in place at the Engineer's discretion. Cold mix shall be removed and

replaced with permanent pavement.

Special attention shall be taken for handicapped residents, residents who may need emergency trips to a hospital, and businesses and emergency services needing 24-hour access for public safety. The Contractor, as directed by the Engineer, shall work with special-needs residents, businesses, and services to assure they have special access to traffic and/or special vehicles at all times.

Measurement and Payment

The installation and maintenance of the temporary surface shall be paid for at the contract unit price per SQUARE YARD (SY) for TEMPORARY PAVEMENT, 2" which shall be payment in full for all material, equipment, and labor necessary to perform this work in accordance with the Plans, specifications, and as directed by the Engineer.

SP R.3 – HOT MIX ASPHALT PAVEMENT REMOVAL AND REPLACEMENT

This work shall consist of saw cutting, removing, and disposing of the existing roadway pavement and replacement with Hot Mix Asphalt N50 pavement and aggregate base course in accordance with the IDOT Specifications, and as shown on the plan details. This work shall be performed after the successful completion of a proof roll.

The cut faces of the existing pavement shall be primed in accordance with the IDOT Specifications.

Damages to existing pavement due to construction traffic and track machinery shall be repaired according to these specifications, to the limits dictated by the Engineer. The repair of damages to existing pavement due to construction traffic and track machinery shall **not** be paid for but shall be fully repaired at the Contractor's expense.

Prior to the placement of any permanent pavement, the Contractor shall perform a proof roll in accordance with the latest addition of the IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

Measurement and Payment

This work shall be paid for at the contract unit price per SQUARE YARD (SY) for CLASS D PATCHING, N50 of the thickness specified, which price shall be payment in full for all labor, materials including aggregate base, and equipment necessary to perform this work in accordance with the Plans, details, and specifications.

SP R.5 – PCC DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT

This work consists of the removal of existing residential and commercial drive approaches, and replacement with Portland concrete cement driveways and performing necessary earthwork (such as excavation or embankment) according to the proposed grade.

The replaced driveway shall be six inches (6") for residential approaches, and eight inches (8") for commercial approaches of Class PV Portland cement concrete, non-reinforced with a

continuous, full depth bituminous fiber expansion joint at the sidewalk and at the back of the curb. The surface shall be cured and protected as per the requirements for sidewalk. The pavement shall be placed on a compacted stone or gravel base to a depth of four inches (4") minimum for residential, and 6" minimum for commercial. **Portland cement concrete driveways shall have contraction joints installed as shown on the plan details.**

The contractor shall be responsible for damage or vandalism to finished concrete surfaces until final acceptance of the project. Damaged or vandalized concrete shall be replaced at the discretion of the Engineer.

This item shall be paid for at the contract unit price per SQUARE YARD (SY) for PCC DRIVE APPROACH REMOVAL & REPLACEMENT, for the thickness specified in the contract, measured in place, which price shall be payment in full for all labor, materials, and equipment necessary to complete this item in accordance with the Plans and specifications.

SP R.6 – HOT MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT

This work consists of the removal of existing residential and commercial drive approaches, and replacement with hot-mix asphalt N50 driveways and performing necessary earthwork (such as excavation or embankment) according to the proposed grade.

The replaced driveway surface course shall be two inches (2") for residential approaches and four inches (4") for commercial approaches. The driveway pavement shall be placed on a compacted stone or gravel base to a depth of four inches (4") minimum for residential, and 6" minimum for commercial.

This item shall be paid for at the contract unit price per SQUARE YARD (SY) for HMA DRIVE APPROACH REMOVAL & REPLACEMENT, for the thickness specified in the contract, measured in place, which price shall be payment in full for all labor, materials, and equipment necessary to complete this item in accordance with the Plans and specifications.

SP R.7 – COMBINATION PCC CURB AND GUTTER REMOVAL & REPLACEMENT

This work shall consist of the removal of existing and the installation of new combination PCC. (Portland cement concrete) curb & gutter of the type and size matching that which exists, or as directed by the Engineer, by method and materials specified in Articles 606 and 1020 of the Standard Specification for Road and Bridge Construction. The new combination PCC curb and gutter shall be installed in locations where the work has caused damage or loss of the existing curb, or as shown on the Plans or as directed by the Engineer.

Removal of PCC curb and gutter shall include full depth saw cuts.

Construction of combination PCC curb and gutter shall include:

1. The excavation for, the supplying and placement of, four inches (4") compacted CA-7 Aggregate base.
2. The placement of Class SI, PCC per the detail shown on the Plans.
3. The placement of reinforcement per the detail shown on the Plans.
4. The drilling and placement of dowel bars with grease caps into the existing adjoining

- concrete.
5. The placement of contraction joints, expansion joints, and construction joints per the detail and table shown on the Plans.
 6. The application of curing and sealing compounds for Portland cement concrete per the PCC Sidewalk Removal & Replacement special provision below.
 7. The backfilling of curb & gutter with material approved by the Engineer.

The contractor shall be responsible for damage or vandalism to finished concrete surfaces until final acceptance of the project. Damaged or vandalized concrete shall be replaced at the discretion of the Engineer.

This work shall be paid for at the contract unit price per FOOT (FT) for COMBINATION PCC CURB & GUTTER REMOVAL & REPLACEMENT and shall include all labor, material, and equipment necessary for installation as specified herein. Saw cutting, expansion joints, reinforcement, and dowel bars shall be considered incidental to this item.

SP R.8 – PCC SIDEWALK REMOVAL AND REPLACEMENT, 5" AND DETECTABLE WARNINGS

This work shall consist of removing the existing sidewalk and placing a PCC (Portland Cement Concrete) Sidewalk in accordance with Section 424 and 440 of the Standard Specifications, the details included and as directed by the Engineer.

The Contractor shall saw cut, remove and dispose of sidewalks marked in the field for removal and prepare the subgrade to provide for the proposed sidewalk and 2" of compacted granular material, CA-6.

At locations where sidewalk shall be lowered to meet ADA accessibility requirements, the Contractor shall excavate subbase and subgrade as required to properly construct the lowered sidewalk. Earth excavation and disposal required to achieve the desired subgrade shall be considered incidental to the cost of the sidewalk.

Sidewalk ramps may require curb installation along the edge of the ramp where adjacent grading is prohibitive. In this application barrier curbs will be poured monolithically on each side of the curb ramp. These Barrier Curbs will be paid for at the contract unit price per FOOT (FT) of BARRIER CURB and shall include all labor, material, earth excavation and disposal, and equipment necessary for installation as specified herein.

Sidewalk shall be completely formed with lumber of 1½" nominal thickness and held securely in place with stakes.

All replacement sidewalks shall be a minimum of 5" thick. Sidewalk through driveways shall be increased to 6" thick for residential and 8" thick for commercial drive approaches. Sidewalk curb ramps shall be increased to 6" thick. The additional thickness will not be paid for separately but shall be considered incidental to Sidewalk Removal and Replacement.

The concrete used shall be Class SI concrete in accordance with Section 424 and 440 of the Standard Specifications and should be cured as specified in the current issue of the Standard Specifications for Road and Bridge Construction. Membrane curing with W. R. Meadows CS 309, or approved equal, will be allowed with a white fugitive dye as per Type II membrane curing.

All sidewalk shall be sealed with W. R. Meadows "TIAH", or approved equal, immediately after seven (7) days of curing at a rate of 300 sq.ft. per gallon, utilizing a spray application. The surface must be thoroughly clean and dry at time of application.

The surface finish shall be a light broom finish.

The sidewalk shall be constructed with construction joints at five-foot (5') intervals and shall be saw cut to a minimum depth of one-inch (1") full width within twenty-four (24) hours of concrete placement, or tooled at the time of placement to the same depth.

Expansion joints of three-fourths inches (3/4") full depth bituminous fiber material is required where the new sidewalk abuts all curb, buildings, poles, other structures, through all drives on each side, and spaced ~~as specified in the Plans~~, at the recommended spacing based on the pour temperature, or as directed by the Engineer.

The contractor shall be responsible for damage or vandalism to finished concrete surfaces until final acceptance of the project. Damaged or vandalized concrete shall be replaced at the discretion of the Engineer.

At locations as directed by the Engineer, the Contractor shall excavate sod, topsoil and other material to install subbase granular material and a new sidewalk. Subbase thickness at these locations shall be 4". Earth Excavation required for this work will not be paid for separately but shall be considered incidental to this item.

Sidewalk curb ramps with detectable warning surface shall be constructed according to Standard 424001 and the details included. The Detectable Warning area shall be Red Color, 2' X 4' or 2' X 5' as required.

This work will be paid for at the contract unit price per SQUARE FOOT (SF) for PCC SIDEWALK REMOVAL AND REPLACEMENT, 5" and DETECTABLE WARNINGS, which price shall include all labor and equipment necessary to remove the existing sidewalk, earth excavation and disposal, subbase material, disposal and placing sidewalk and furnishing and installing detectable warnings as specified herein. Root cutting and disposal of roots shall be considered incidental to this item.

SP R.10 – SEEDING - AURORA MIX:

This work shall consist of re-establishing swales and ditch lines, furnishing and placing 6" of pulverized top soil, fine grading, fertilizer, sowing of "Aurora Mix" grass seed by hand raking, and installing loose straw mulch stabilized with hydraulic mulch at the locations designated by the Engineer in accordance with the applicable portions of Section 250 and 251 of the Standard Specifications for Road and Bridge Construction.

Restoration Minimization Control: To minimize grass restoration and long-term efforts to establish new turf grass, the following preventative restoration measures shall be made:

- Any parkway excavations where spoils are not directly loaded into trucks and will be utilized for non-trench backfill material may be stockpiled in the parkway when using preventative restoration measures. Preventative restoration measures may include

placing filter fabric, plastic sheeting, plywood, etc. on the existing turfgrass where the spoils are temporarily stockpiled.

- Drill rig equipment or other trenchless installation equipment driven over turf areas shall utilize preventative restoration measures which may include placing hard plastic mats, plywood, etc. over the turfgrass prior to moving equipment.
- Drill rig anchoring holes shall be backfilled and restored at the contractor's expense following the SEEDING-AURORA MIX special provision.
- Any restoration required as deemed by the Engineer outside of typical excavation limits where preventative restoration measures are required as outlined above will NOT be eligible for payment. The contractor shall restore any stockpile and equipment tracking areas as deemed by the Engineer at the contractor's expense. Grass restoration in these areas shall be done according to this SEEDING-AURORA MIX special provision.

Fertilizer nutrients shall be applied to the prepared areas at a 9:18:9 ratio at a rate of 200 pounds per acre.

Aurora Mix:

The City of Aurora grass seed mixture consists of:

24.93% ASAP Perennial Ryegrass
 24.46% Caddieshack Perennial Ryegrass
 24.33% Goalkeeper Perennial Ryegrass
 12.37% Geronimo Kentucky Bluegrass
 12.29% Kentucky Bluegrass (variety not stated)
 1.34% Inert Matter, 0.28% Crop, 0.00% weed

This mixture shall be sown in such a manner as to produce a growth of grass similar in quality and appearance to the grass of adjoining areas. Grass seed mix shall be proportioned by weight and planted at a minimum rate of eight (8) pounds per thousand (1,000) square feet. Seeds furnished shall be first grade in quality, high in germination, and free from weeds. Seed shall not be sown in high wind, foul weather conditions, or when ground conditions are not proper in the opinion of the Engineer.

Within twenty-four (24) hours from the time seeding has been performed, the seeded area shall be covered with loose straw mulch and immediately stabilized in accordance with Method 2, Procedure 2 of Article 251.03 of the Standard Specifications.

The Contractor shall notify the Engineer a minimum of 48 hours prior to performing any landscape restoration. The Contractor shall demonstrate to the Engineer seeding and fertilizer applications rates prior to performing this work. Documentation regarding seed mixtures and fertilizer concentrations shall be provided to the Engineer prior to performing this work. In the event that the Contractor fails to adhere to these requirements, the work shall not be eligible for payment.

This work shall not be considered complete until a mowable weed-free stand of grass is obtained.

Measurement and Payment: The work specified herein shall be paid for by the contract unit price per SQUARE YARD (SY) for SEEDING – AURORA MIX, which price shall be payment in full for all labor, materials, and equipment necessary, including pulverized top soil, loose straw mulch covered with hydraulic mulch, and all other appurtenances required to perform this work in accordance with the Plans, details, and specifications.

State of Illinois
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

I. SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of other workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the City of Aurora and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City of Aurora, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the City of Aurora and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; and further it will promptly notify the City of Aurora and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

State of Illinois
 DEPARTMENT OF TRANSPORTATION
 Bureau of Local Roads & Streets
 SPECIAL PROVISION
 FOR
 WAGES OF EMPLOYEES ON PUBLIC WORKS
 Effective: January 1, 1999
 Revised: January 1, 2015

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates/rates.htm. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's employed by them on the project; the records shall include information required by 820 ILCS 130/5 for each worker. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.
4. **Employees Interviews.** The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

CITY OF AURORA GENERAL SPECIFICATIONS
SECTION 1 - DEFINITION OF TERMS

1.1 ADVERTISEMENT

The word Advertisement shall mean and refer to the official notice as published in the Aurora Beacon News, a daily newspaper published in the City of Aurora, Illinois, inviting bids for the construction of this improvement.

1.2 A.S.T.M.

Wherever the letters A.S.T.M. are herein used, they shall be understood to mean the American Society of Testing Materials.

1.3 ATTORNEY

Wherever the word Attorney is used in these specifications or in the contract, it shall be understood to mean the Corporation Counsel of the City or designee.

1.4 BIDDER

Wherever the word Bidder is used, it shall be understood to mean the individual, firm, or corporation formally submitting a proposal for the work contemplated, or any portion thereof, acting directly or through an authorized representative.

1.5 BOARD

Wherever the word Board or a pronoun in the place of it occurs in these specifications, it shall be interpreted to mean the Board of Local Improvements of the City of Aurora, Illinois, and any of its authorized representatives provided, however, that such persons shall be understood to represent said Board to the extent of the special duties delegated to such representatives.

1.6 CITY CLERK

Wherever the term City Clerk is used herein, it shall be understood to mean the City Clerk of the City of Aurora, Illinois.

1.7 CITY COUNCIL OR COUNCIL

Wherever the term City Council, or Council, appears in these specifications it shall be taken to mean the City Council of the City of Aurora, Illinois.

1.8 CONTRACT

The term Contract shall be understood to mean the agreement covering the performance of the work covered by these general specifications, including the advertisement for bids, instructions to bidders, bid proposal, performance bond, these general specifications, supplemental specifications, special provisions, general and detailed Plans for the work, standard specifications referred to in the special provisions, all supplemental agreements entered into and all general provisions pertaining to the work or materials thereof, all of which are collectively referred to as

the "Contract Documents".

1.9 CONTRACTOR

Wherever the word Contractor occurs in these specifications, it shall be interpreted to mean the person or persons, firm, or corporation who submits a proposal and thereafter enters into the contract governed by these specifications as party or parties of the second part, and the agents, employees, workmen, heirs, executors, administrators, successors, or assignees thereof.

1.10 ENGINEER

Wherever the word Engineer is used in these specifications, it shall be interpreted to mean the City Engineer or his designee charged with directing and having charge of a portion of the project limited by the particular duties entrusted to him.

1.11 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

The MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, latest edition, as adopted by the United States Department of Transportation Federal Highway Administration.

1.12 PAYMENT BOND

The term Payment Bond shall be understood to mean the bond executed by the Contractor and his surety guaranteeing the payment of all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to such principal for the purpose of performing the contract work.

1.13 PERFORMANCE BOND

The term Performance Bond shall be understood to mean the bond, executed by the Contractor and his surety, guaranteeing complete execution of the contract.

1.14 PLANS

Wherever the word Plans is used in these specifications, it shall be understood to mean all drawings, sketches, and detailed Plans or reproductions thereof pertaining to the construction involved.

1.15 PROPOSAL

Wherever the word Proposal is used, it shall be taken to mean the written proposal of the bidder on the form furnished for the work contemplated.

1.16 PROPOSAL GUARANTY

The term Proposal Guaranty shall be understood to mean the security designated in the Advertisement for Bids or Notice to Contractors to be furnished by the bidder as a guaranty of good faith to enter into a contract for the work contemplated

1.17 SPECIFICATIONS

Wherever the word Specifications is used it shall be understood to include all directions and requirements contained herein or referred to hereby, together with all special provisions and written agreements made or to be made pertaining to the work involved. All articles referred to in these general specifications when not qualified otherwise than by numbers, shall be understood to be articles from these general specifications.

1.18 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, latest edition, prepared by the Illinois Department of Transportation and adopted by said Department.

1.19 STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION

The STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION, latest edition, as adopted by the Illinois Society of Professional Engineers.

1.20 STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS

The STANDARD TRAFFIC SIGNAL SPECIFICATIONS, latest edition, as adopted by the Illinois Department of Transportation.

1.21 STATE

Wherever the word State is used herein, it shall mean the State of Illinois.

1.22 SURETY

The word Surety shall be understood to mean the individuals who are, or the corporate body which is bound with and for the Contractor for the acceptable performance of the contract, and for his payment of all debts pertaining to the work.

1.23 WORK

Wherever the word "Work" is used, it shall mean the work including all materials, labor, tools, appliances, equipment, and appurtenance necessary and incidental thereto to perform and complete everything specified or implied in the Plans, specifications, and in the contract documents, in full compliance with all the terms and conditions thereof and in a good and workmanlike manner.

SECTION 2 AWARD AND EXECUTION OF CONTRACT

2.1 PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place specified in the advertisement, or as soon thereafter as the business of the City Clerk permits. Bidders, their authorized agents, and other interested parties are invited to be present.

2.2 AWARD OF CONTRACT

The decision of the award of the contract will be made as may be decided upon by the Council after bids have been opened and tabulated. The Contract shall be governed by the laws of the State of Illinois. No contract shall provide for arbitration of the parties.

2.3 BONDS AND INSURANCE

The bidder to whom the award of contract is made will be required under this contract to furnish a Performance Bond acceptable to the Engineer in the amount of one hundred percent (100%) of the full contract price, a Payment Bond, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

2.4 SUBLETTING OR ASSIGNMENT OF CONTRACT

The Contractor shall not sublet, sell, or assign all, or any portion of the contract, or of the work provided for therein, without the written consent and authorization of the City, and in no case shall such consent relieve said Contractor from either, any, or all of the obligations herein entered into, or change the terms of the obligations hereof.

2.5 FAILURE TO EXECUTE CONTRACT

In the event that said bidder fails or refuses to execute said contract and furnish said bonds within the period of fifteen (15) days after mailing notice of such award or within such additional number of days as the City may determine, then the sum deposited as a proposal guaranty by said bidder on the work so awarded may be retained by the City as liquidated damages and not a forfeiture. It is hereby agreed that said sum is a fair estimate of the amount of damages that the City will sustain in case said bidder fails to enter into the contract and furnish bonds as herein provided, said actual damages being uncertain in amount and difficult to determine in the event of such failure or refusal by the bidder.

2.6 VENUE FOR LEGAL ACTION

The venue for any legal action that may arise from this agreement shall be in Kane County, Illinois.

2.7 WAIVER OF TRIAL BY JURY

The Contractor agrees to waive trial by jury for itself and all of its contracts with sub-Contractors shall contain a provision waiving trial by jury in the event of any legal action which may arise from this agreement with the City of Aurora as a party litigant.

SECTION 3 SCOPE OF THE WORK

3.1 INTENT OF PLANS AND SPECIFICATIONS

The true intent of the Plans and these specifications is to provide for the erection and completion in every detail of the work described herein, and it is understood that the Contractor will furnish all labor, materials, equipment, tools, transportation, and necessary supplies, such as may reasonably be required to execute the contract in a satisfactory and workmanlike manner and in accordance with the Plans, specifications, and terms of the contract. Both parties must stipulate any deviation from these requirements in writing.

3.2 SPECIAL WORK

Should any construction conditions which are not covered by the Plans and these specifications be anticipated or encountered during construction, Supplemental Specifications for such work will be prepared by the Engineer and shall be considered a part of these specifications, the same as though contained fully herein.

3.3 INCREASED OR DECREASED QUANTITIES

The right is reserved, without impairing the contract, to make such increase or decrease in the quantities of the work as may be considered necessary to complete fully and satisfactorily the work included in the contract. The compensation to the Contractor for such changes shall be adjusted as provided herein.

3.4 ALTERATIONS IN PLANS AND SPECIFICATIONS

The City reserves the right to make such changes in the Plans and in the character of the work as may be necessary or desirable to ensure completion in the most satisfactory manner, provided such changes do not materially alter the original Plans and specifications. Such changes shall not be considered as waiving or invalidating any conditions or provisions of the contract.

3.5 EXTRA WORK

The City reserves the right, without impairing the contract, to order the performance of such work, of a class not contemplated in the proposal as may be considered necessary to complete fully and satisfactorily the work included in the contract. The Contractor shall do such extra work when ordered and authorized in writing by the Engineer, and the Contractor shall be compensated for such extra work on the basis and in the amount as provided herein.

3.6 EASEMENTS, PERMITS, AND REGULATIONS

The Contractor shall keep himself fully informed of all Federal, State, Municipal and local regulations, private contracts, grants, easements, and permits, in any manner affecting the work herein specified and provided for. He shall at all times observe and comply with and cause all his Subcontractors, agents, and employees to observe and comply with each and all of the same. The Contractor does hereby assume any and all liability under the same and shall protect and indemnify the City and its officers and employees against any and all claims or liabilities arising from or based on the violation of, or failure to comply with either or all of the same.

3.7 FINAL CLEANING UP

Upon completion and before final acceptance of the work, the Contractor shall, in addition to the detailed work of grading, restoring ground surfaces, repairing roadways and pavements, and all other work specifically provided for in these specifications, remove all falsework, excess or useless excavated materials, rejected materials, rubbish, temporary buildings, temporary foundations, replace or renew any fences damaged, and restore in an acceptable manner all property, both public and private, which may have been damaged during the prosecution of the work, and shall leave the site of the work in a neat and presentable condition satisfactory to the Engineer.

SECTION 4 CONTROL OF THE WORK

4.1 AUTHORITY OF THE ENGINEER

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the Plans and specifications, and all questions as to the acceptable fulfillment of the terms of the contract.

4.2 PLANS AND WORKING DRAWINGS

General drawings, showing such details as are necessary to give a comprehensive idea of the construction contemplated, will be shown in the general Plans, but the Contractor shall submit to the Engineer for approval such additional detailed shop drawings or working drawings, together with a detailed structural analysis of all component parts, as may be required for the construction of any part of the work and prior to the approval of such Plans, any work done or material ordered shall be at the Contractor's risk.

The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.

4.3 DEVIATIONS FROM THE PLANS

No deviation from the general Plans or the approved working drawings will be permitted without the written order of the Engineer. No allowance shall be made for work done other than is shown on the Plans, profiles and drawings, and provided for in the specifications.

4.4 COORDINATION OF SPECIFICATIONS AND PLANS

In the event of any discrepancy between the Plans and figures written thereon, the figures are to be considered as correct. In the case of any discrepancy between the Plans and the specifications, the Engineer shall determine which are to govern. If there is a discrepancy between the general specifications and the supplemental specifications, the supplemental specifications are to govern.

The Contractor shall take no advantage of any apparent error or omission in the Plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Plans and specifications.

4.5 ORDER OF WORK

The order of sequence of the execution and/or conduct of the work shall be subject to the approval and/or direction of the Engineer, which approval and/or direction shall not in any way relieve the Contractor of any responsibility in connection with the prosecution to completion of the work under contract.

4.6 COOPERATION BY CONTRACTOR

The Contractor shall conduct his operation so as to interfere as little as possible with those of other Contractors, Subcontractors, the public, or adjoining property owners on or near the work site. The Contractor shall at all times during his absence from the work site have a competent superintendent or foreman capable of reading and thoroughly understanding the Plans and specifications, as his agent on the work, who shall receive instructions from the Engineer or his authorized representative. The superintendent or foreman shall have full authority to execute the order and/or directions of the Engineer without delay and to promptly supply such materials, tools, plant equipment, and labor as may be required. The superintendent or foreman shall have a copy of the Plans and specifications on the job at all time.

4.7 CONSTRUCTION STAKES

Reference lines and grade points for the location, alignment, and elevation of each structure will be determined and established by the Engineer, but the Contractor shall assume full responsibility for the alignment, elevations, and dimensions of each and all parts of the work with reference to the lines, points, and grades as established by the Engineer. For all structures, the Engineer shall furnish the Contractor with centerline and/or center points and such benchmarks or other points as are necessary to lay out the work correctly. The Contractor shall check all lines, points, and grades which may be given by the Engineer supplementary to the centerline, points, and control bench marks aforesaid, and shall be responsible for the accuracy of all measurements for grades and alignment of the work with reference to the centerline and/or points and bench marks established by the Engineer.

The Contractor shall exercise proper care in the preservation of alignment, grade, and reference stakes set for his use, or that of the Engineer. If such stakes are injured, lost, or removed by the Contractor's operations, they shall be reset at his expense.

4.8 INSPECTION

The Engineer or his representative shall be allowed access to all parts of the work at all times and shall be furnished such information and assistance by the Contractor as may be required to make a complete and detailed inspection thereof. Such inspection may include mill, plant, or shop inspection and any material furnished under these specifications is subject to such inspection.

SECTION 5 CONTROL OF MATERIALS

5.1 SPECIFICATIONS FOR MATERIALS

All materials used in this work shall conform in all respects to the specifications therefore as herein set forth. Where a specification for material to be used in this work is not specifically set forth in these specifications, such material shall conform in all respects to the specifications as set forth in the A.S.T.M. Standards and/or Tentative Standards adopted and in effect on the date of receiving bids.

5.2 SUBSTITUTION OF MATERIALS AND EQUIPMENT

Wherever in these specifications or on the Plans for this work, materials or equipment are specified by trade names or catalog numbers of certain manufacturers, it is done for the purpose of establishing a standard of quality, durability, and/or efficiency, and not for any purpose of limiting competition. Wherever such definite reference is made in these specifications to any such material or equipment, is understood that any equivalent material or equipment may be provided, however, that the written approval and acceptance of the Engineer of such equivalent material or equipment must be obtained prior to its purchase and/or incorporation in any part of the work.

5.3 THE METHODS OF TESTING

All tests of materials or equipment used in the work shall be made in accordance with the methods described in these specifications or the method of test prescribed in any specification for material or equipment herein specifically referred to and designated to govern the quality of any material or equipment.

Where a method of test for any material or equipment is not specifically provided for, such material or equipment shall be tested in accordance with the methods prescribed and set forth in the A.S.T.M. Standards and Tentative Standards adopted and in effect on the date of receiving bids.

5.4 DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the work by the Contractor at his expense unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to immediately comply with any order of the Engineer relative to the provisions of this section, the Engineer shall have the authority to remove and replace such defective material and to deduct the cost of removal and replacement from any moneys due or which may become due to the Contractor.

SECTION 6 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

6.1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable hereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, requirement, order or decree, whether by himself or his employees.

6.2 PERMITS AND LICENSES

The Contractor shall take out and procure at his own expense all permits and licenses required by Federal, State or local public authorities, and he shall, without extra compensation from the City, pay all fees and charges and give notices required incident to the due and lawful prosecution of the work in relation thereto.

6.3 PATENTED DEVICES, MATERIALS, AND PROCESSES

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Contractor and Surety in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patent design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless the said City for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the work.

6.4 BARRICADES, LIGHTS, AND SIGNS

The Contractor shall at his own expense and without further or other order provide, erect, and maintain at all times during the progress or suspension of the work, suitable barricades, fences, signs, or other adequate protection, and shall provide, keep, and maintain such lights, danger signals, and watchmen as may be necessary or as may be ordered by the Engineer to ensure the safety of the public, as well as those engaged in connection with the work. All barricades and obstructions shall be protected at night by signal lights, which shall be suitably placed and which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction, and shall be painted in such a way as to increase their visibility at night.

The Contractor shall be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order such damaged portion immediately removed and replaced by the Contractor without cost to the City if, in his opinion, such action is justified. The Contractor's responsibility for the maintenance of barricades, signs, and lights shall not cease until the project

shall have been accepted.

6.5 USE OF EXPLOSIVES

The use of explosives shall be prohibited.

6.6 PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the work herein provided for, and it is therefore particularly and specifically agreed that the Contractor, except as otherwise herein provided, shall do the work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the work, the same to be restored to as good condition as the same existed at the time of the commencement of any such work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the work and upon completion of such work by them done, said owners may render bills to the Contractor for the cost and expense thereof, which bills shall be paid by the Contractor, without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Contractor for the payment thereof.

6.7 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor agrees to indemnify and save harmless the City of Aurora, their agents, and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such claims or injuries to persons or damage to property be due to the negligence of the Contractor, his Subcontractors or the City of Aurora.

The Contractor shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees. Said insurance shall include contractual liability equal to the limits hereinafter set forth.

The Contractor agrees to purchase a policy of insurance, which shall include the City of Aurora as an additional insured or provide separate coverage for the City with an owner's protective policy. All Insurance provided by Contractor, extending to owner as additional insurance, shall be primary and insurance maintained by owner shall be excess and not contributing with Contractor's insurance. The minimum amounts of insurance shall be as follows, except that no restrictions on occurrence limits will be permitted:

Bodily Injury Liability

Property Damage Liability

Each Occurrence

\$3,500,000

Each Occurrence

\$500,000

Aggregate

\$7,000,000

The coverage and amounts above are minimum requirements and do not establish limits to the Contractor's liability. Other coverage and higher limits may be provided at the Contractor's option and expense.

Owner does not waive its subrogation rights against Contractor and/or any Subcontractor for damages due to losses to owner due to the fault or negligence of the Contractor and/or any Subcontractors during or as a result of the performance of the work.

All such insurance must include an endorsement whereby the insurer agrees to notify the City of Aurora at least thirty (30) days prior to non-renewal, reduction or cancellation. The Contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract.

6.8 WORKERS COMPENSATION ACT

The Contractor further agrees to insure his employees and their beneficiaries and to provide the employees and the beneficiaries of any Subcontractor employed from time to time by him on said work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Contractor in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Contractor hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, losses, damages, expenses, and attorney's fees which may in any way be brought against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any Subcontractor employed by him in and about the performance of the work provided for in the contract, and any and all liability resulting thereupon; and said Contractor, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore and pay the amount of any and all awards and final judgments and/orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Contractor shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any

circumstance.

6.9 LOCAL BIDDER PREFERENCE

O18-070, amended by O20-029 approved April 28, 2020 defines "Local business" to mean a vendor or contractor who has a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora at least twelve months prior to a bid or proposal opening date, from which the vendor, contractor or consultant operates or performs business on a daily basis, including manufacturing production or distribution. The business must disclose the percentage of workforce in the City of Aurora; be registered with the City of Aurora, if applicable; be subject to City of Aurora taxes (inclusive of sales taxes); be current with property tax payments and sales tax payments; not have any outside cited code violations; not have any outstanding debts to the City of Aurora; have adequately qualified and trained staff to service the bid of interest.

SECTION 7 PROSECUTION AND PROGRESS OF WORK

7.1 SUBLETTING OR ASSIGNMENT OF WORK

If the Contractor sublets the whole or any part of the work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the Engineer shall be with the Contractor; Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the Engineer or his duly authorized representatives, or shall furnish any unsatisfactory work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the Engineer, the Contractor shall require said party or parties in default to discontinue work under the contract. Said work shall be corrected or made good and shall be continued and completed by the said Contractor or by such other party or parties as are approved by the Engineer, in the manner and subject to all of the requirements specified in the contract.

7.2 PROSECUTION OF WORK

The Contractor shall begin the work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time specified in the contract. The Contractor shall solely be fully responsible for complying with state and local prevailing wage requirements in accordance with its Bidders Certification, and for all wage rate and hour regulations and applications

7.3 GUARANTEE AND MAINTENANCE OF WORK

The Contractor shall guarantee the work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the work by the City, and the Contractor shall maintain said work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to ensure the delivery of the work to the City in first-class condition and in full conformity with the Plans and specifications therefore, at the expiration of the guarantee period.

7.4 PAYMENT

Basis of Payment

Payment of the CONTRACTOR for performance of the CONTRACT shall be made by the OWNER and shall be based on the value of the installation resulting from the CONTRACTOR's operations.

The cost of all WORK incidental to the completion of the project in accordance with the Plans and Specifications, excepting authorized extra WORK, shall be included in the unit and lump sum prices stated in the CONTRACTOR's accepted Proposal. The amount obtained by the summation of the products of the quantities of WORK performed or the respective unit or lump

sum prices for several items listed in the proposal shall be payment in full, except for payment for authorized extra WORK, for delivering the completed project to the OWNER in accordance with the Plans and Specifications.

Submission of Bid Breakdown

Within 10 days after the execution of this CONTRACT, the CONTRACTOR must submit to the ENGINEER in duplicate an acceptable breakdown of the lump sums and unit prices bid for items of the CONTRACT, showing the various operations to be performed under the CONTRACT, and the value of each of such operations, the total of such items to equal the total price bid. The CONTRACTOR shall also submit such other information relating to the bid prices as may be required and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the CONTRACTOR's applications for partial payments hereunder but shall not be binding upon the OWNER or the ENGINEER for any purpose whatsoever.

Partial Payments

When not otherwise provided for under the Specifications for an item of WORK or a complete project, and if the rate of progress is satisfactory to the ENGINEER, partial payments will be made the CONTRACTOR by the OWNER during progress of construction. The amount of each partial payment shall be limited to ninety (90) percent (unless otherwise provided in the Instructions to Bidders) of the value of the WORK shown in the Engineer's periodic estimate to have been done and installed in place by the CONTRACTOR subsequent to the time of commencing WORK or of making the last preceding partial payment on account of WORK done. An amount greater than ninety (90) percent of the value of a largely completed project may be paid the CONTRACTOR at the option of the OWNER.

The CONTRACTOR's request for payment shall be in the form of an invoice, submitted to the OWNER through the ENGINEER, setting forth amounts due for WORK completed on payment items set forth in the CONTRACTOR's Proposal, and shall be accompanied by:

- (1) CONTRACTOR's Sworn Statement setting forth the Subcontractors and material suppliers, the amount requested for each of the Subcontractors or material suppliers, and the amount of the subcontract or material to be completed.
- (2) Subcontractor or material suppliers waivers of lien for amounts requested on previous payment requests.
- (3) CONTRACTOR's waivers of lien.

The CONTRACTOR's request will be reviewed by the ENGINEER and if the ENGINEER is in agreement with the value of WORK completed, as requested by the CONTRACTOR, and if the request is accompanied by the CONTRACTOR's Sworn Statement, Subcontractor and material suppliers waiver of lien as stated above, and by the CONTRACTOR's waiver of lien, the ENGINEER will recommend payment to the OWNER.

Partial payment made to the CONTRACTOR by the OWNER for WORK performed shall in no way constitute an acknowledgement of the acceptance of the WORK nor in any way prejudice or affect the obligation of the CONTRACTOR, at his expense, to repair, correct, renew

or replace any defects or imperfections in the construction of the WORK under CONTRACT and its appurtenances, nor any damage due or attributable to such defect, damage and the CONTRACTOR shall be liable to the OWNER for failure to correct the same as provided herein.

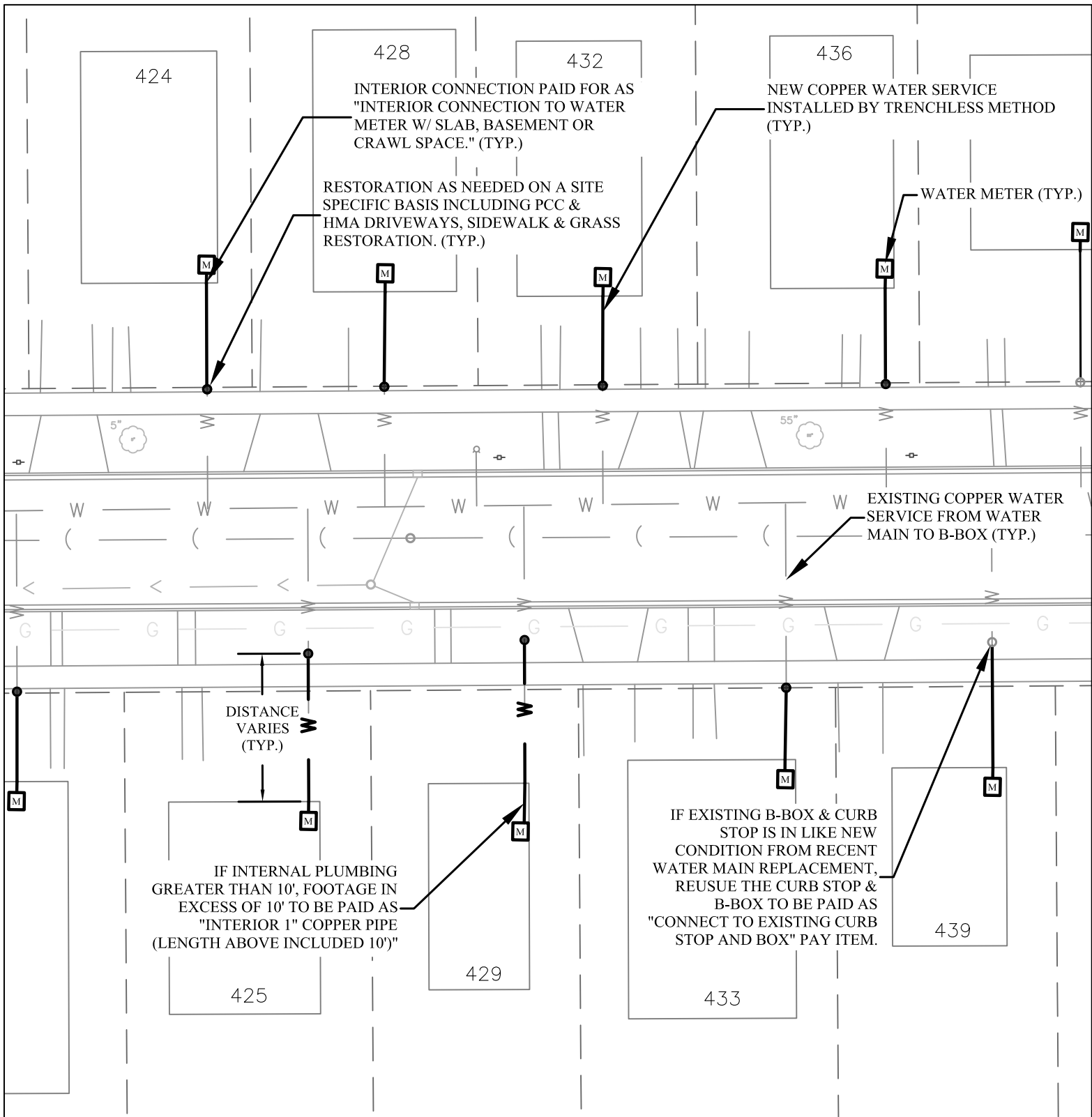
Payment in full or in part may be withheld for reasons which include but are not limited to: (1) the existence of defective work which is not remedied; (2) the existence of third party claims filed or reasonable evidence indicating probable filing of such claims; (3) the failure of the CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment; (4) the existence of reasonable evidence that the WORK cannot be completed for the unpaid balance of the contract sum; (5) damage to the OWNER; (6) the existence of reasonable evidence that the WORK will not be completed within the CONTRACT time, and that the unpaid balance will not be adequate to cover actual or liquidated damages for the anticipated delay; or, (7) persistent failure to carry out the work in accordance with the contract documents. If within a reasonable time not to exceed 45 days CONTRACTOR has not remedied any condition for which payment in full has been withheld, then OWNER may make such payments as OWNER deems necessary to remedy such situation from said funds withheld and pay the balance to CONTRACTOR, or if, sums are still due to remedy the situation, CONTRACTOR will remit any balances due to OWNER within 10 days of notice of same.

ACCEPTANCE AND FINAL PAYMENT

Whenever the CONTRACT shall have been completely performed on the part of the CONTRACTOR, and all parts of the WORK have been approved by the ENGINEER and accepted by the OWNER, including the resolution of all matters of dispute, a final estimate showing the value of the WORK will be prepared by the ENGINEER as soon as the necessary measurements and computations can be made, all prior estimates upon which payments have been made being approximate only and subject to corrections in the final payments.

The CONTRACTOR shall submit a final payment request showing the total quantities completed for the entire project and all previous payouts. This payment request shall be accompanied by a sworn affidavit listing all Subcontractors and material suppliers and the total payments to each. Final Waivers of Lien from the Subcontractors and material suppliers as well as the CONTRACTOR shall also be furnished at this time.

A final payment including all amounts of money shown by the final estimate to be due the CONTRACTOR shall be made by the OWNER as soon as practicable after the final acceptance of the WORK, provided the CONTRACTOR has furnished the OWNER satisfactory evidence that all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for the purpose of performing the Contract have been paid or that the person or persons to whom the same may respectively be due have consented to such final payment.



NOTE: 1.) WATER SERVICES MAY BE ONE STAND ALONE SERVICE OR MULTIPLE SERVICES IN AN AREA.

2.) TRAFFIC CONTROL AS NEEDED SHALL BE PAID FOR AS "ARROW BOARD," "BARRICADES, TYPE 2 W/ STEADY BURN LIGHTS," "ADVANCED WARNING SIGNS," AND/OR "FLAGGER."

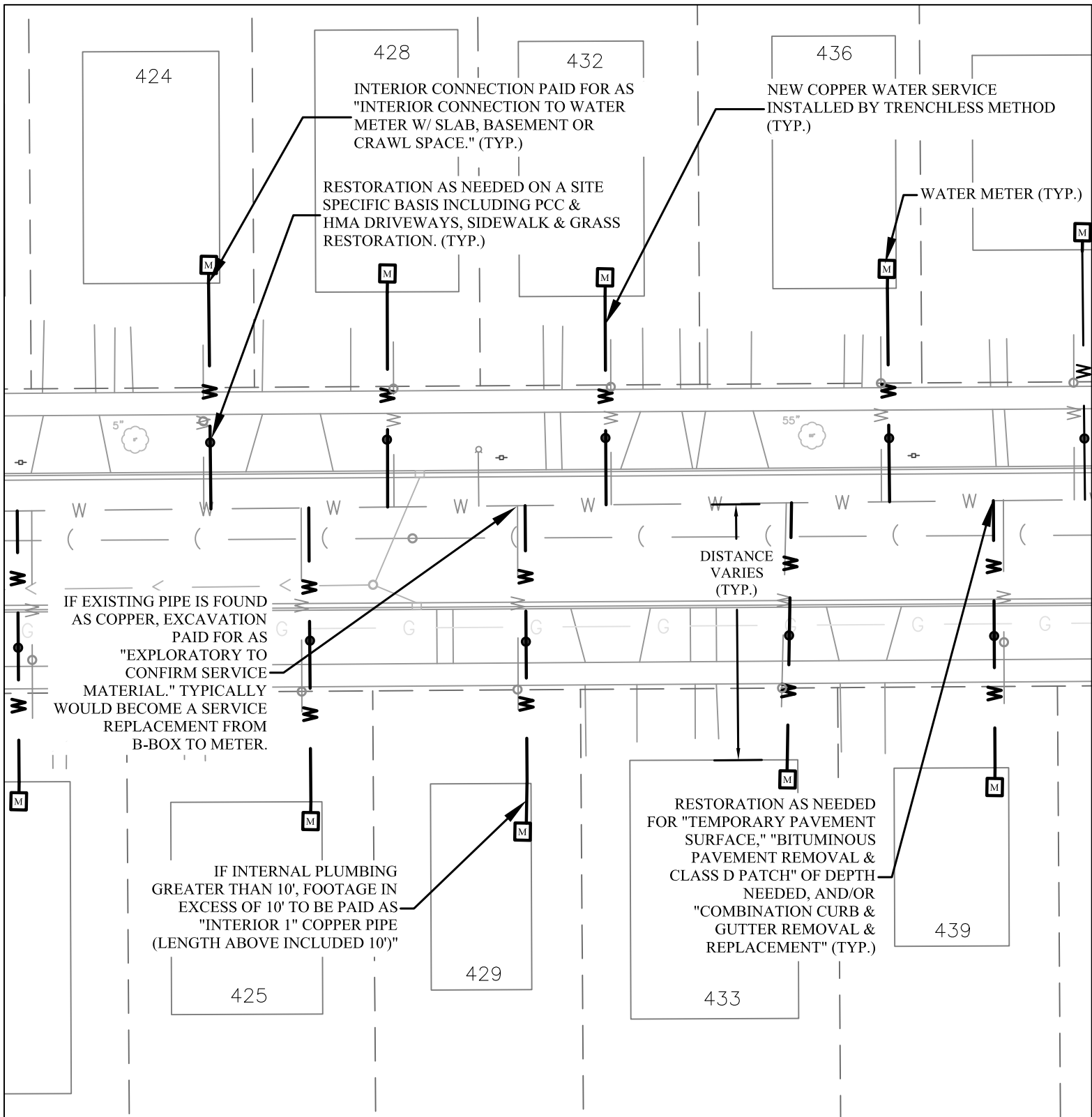


CITY OF AURORA ILLINOIS
ENGINEERING DIVISION

TYPICAL WATER SERVICE REPLACEMENT FROM B-BOX TO WATER METER DETAIL

REVISED
EDITION:

BY:	DATE:
GIL	1/24/21



NOTE: 1.) WATER SERVICES MAY BE ONE STAND ALONE SERVICE OR MULTIPLE SERVICES IN AN AREA.

2.) TRAFFIC CONTROL AS NEEDED SHALL BE PAID FOR AS "ARROW BOARD," "BARRICADES, TYPE 2 W/ STEADY BURN LIGHTS," "ADVANCED WARNING SIGNS," AND/OR "FLAGGER."

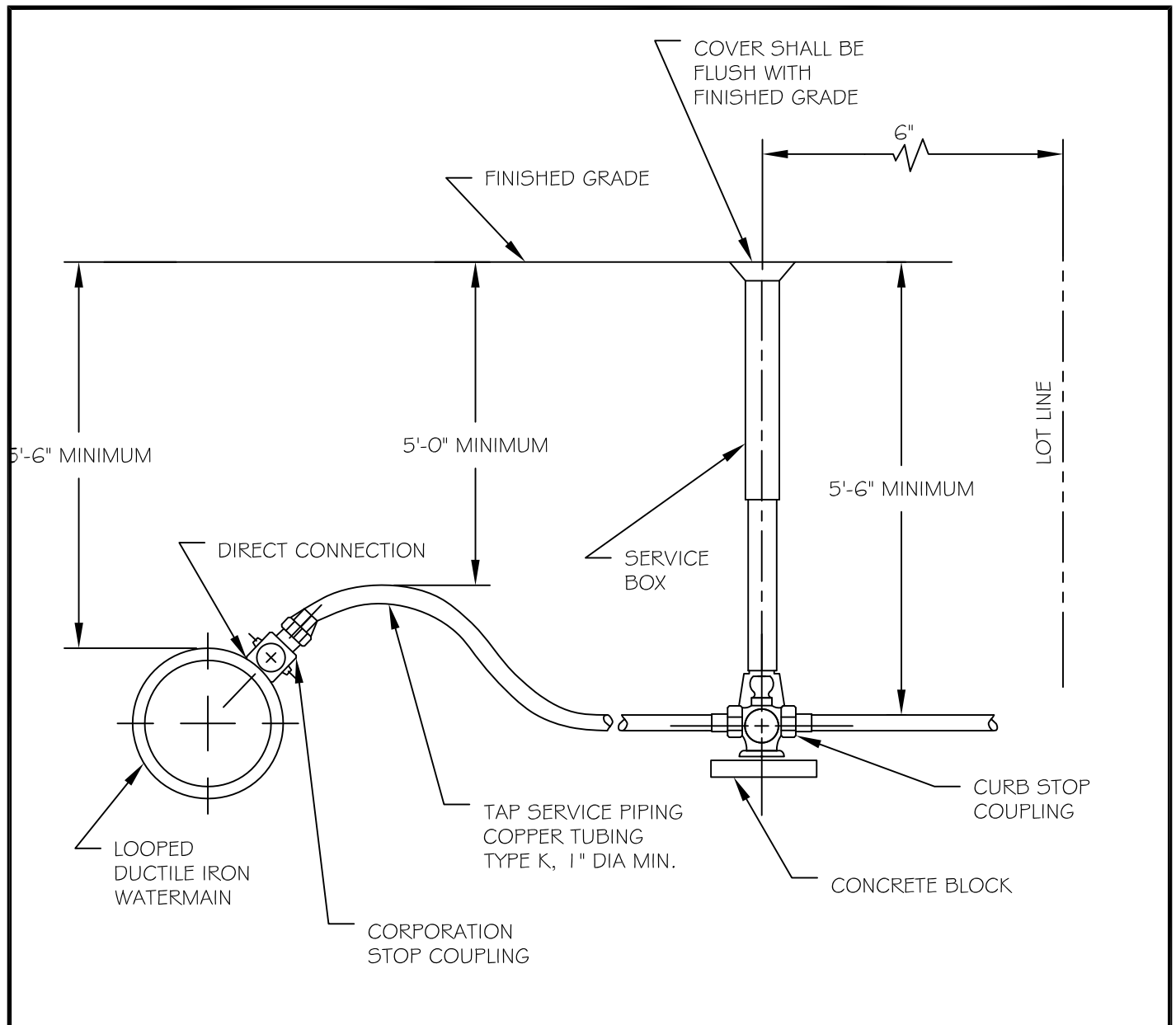


CITY OF AURORA ILLINOIS
ENGINEERING DIVISION

TYPICAL WATER SERVICE REPLACEMENT FROM WATER MAIN TO WATER METER DETAIL

REVISED
EDITION:

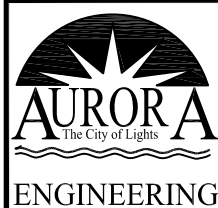
BY:	DATE:
GIL	1/24/21



REFER TO THE STANDARD SPECIFICATIONS FOR IMPROVEMENTS FOR CORPORATION COUPLING, SERVICE BOX, CURB BOX, AND PIPE MATERIAL, TYPE, MANUFACTURE, AND SIZES.

NOTES:

1. WHEN WATERMAIN IS LOCATED WITHIN AN EASEMENT RATHER THAN THE PUBLIC RIGHT-OF-WAY, THE B-BOXES MUST ALSO BE LOCATED WITHIN THE EASEMENT.



REVISIONS

DATE:	BY:
08-21-08	JLM
01/2011	jhs

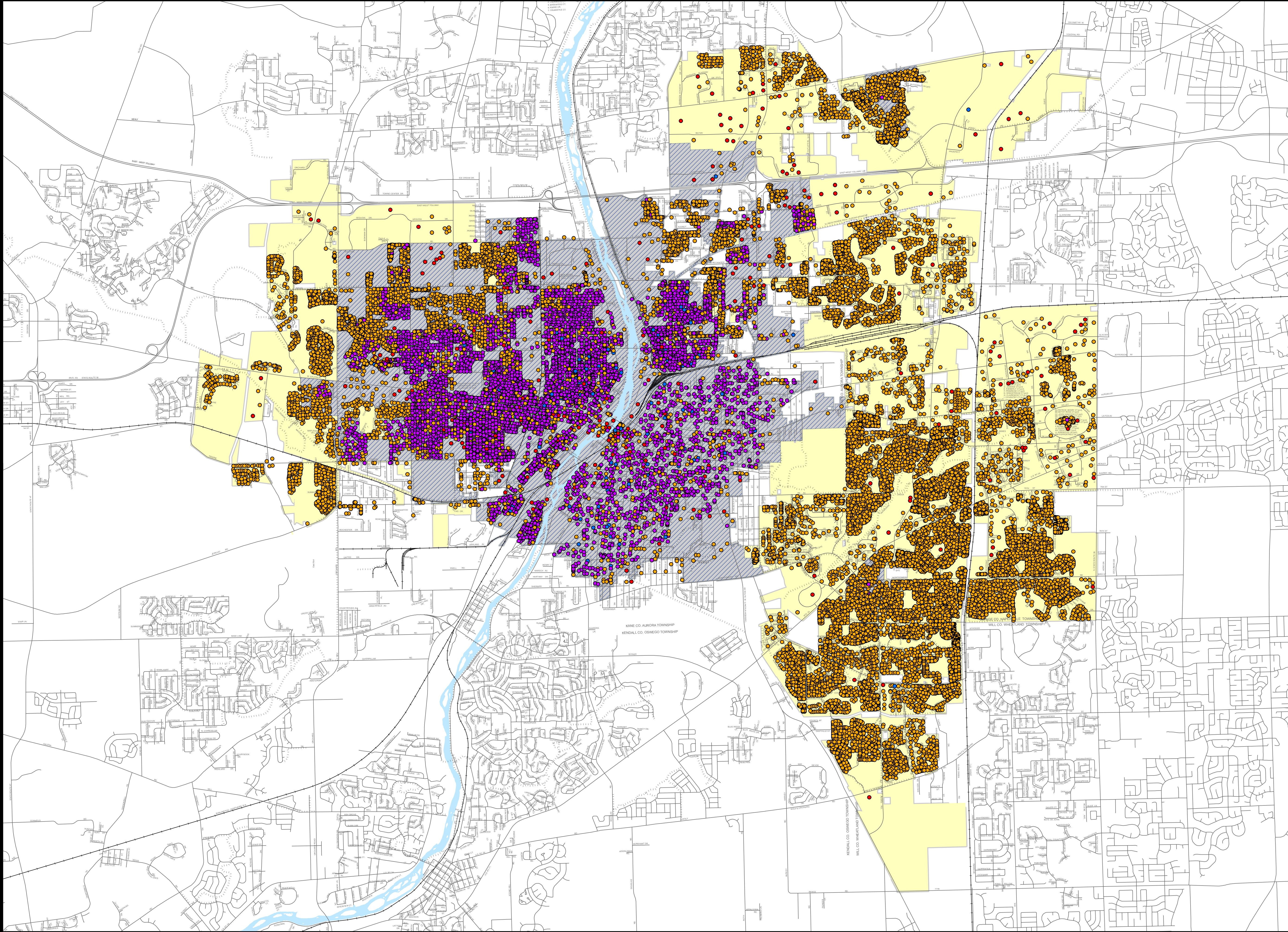
TYPICAL WATER SERVICE TAP AND BOX

SCALE:
NTS
DATE:
06/02

CHECKED:
DF
DRAWN:
NM

DRAWING NUMBER

EXHIBIT III-C-6



Service Material

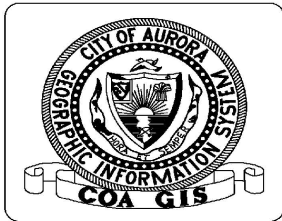
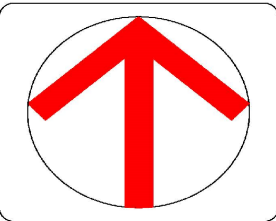
- Cast Iron
- Copper
- Galvanized
- Lead
- PVC
- Centerlines
- Paths
- Railroads
- Fox River
- Copper Service Area
- Lead Service Area

Service Material	# of Services
Lead	19,376
Copper	29,506
Galvanized	149
Cast Iron	276
PVC	2
Total	49,309

NOTE: Totals are based off of analysis completed on 3/17/2021

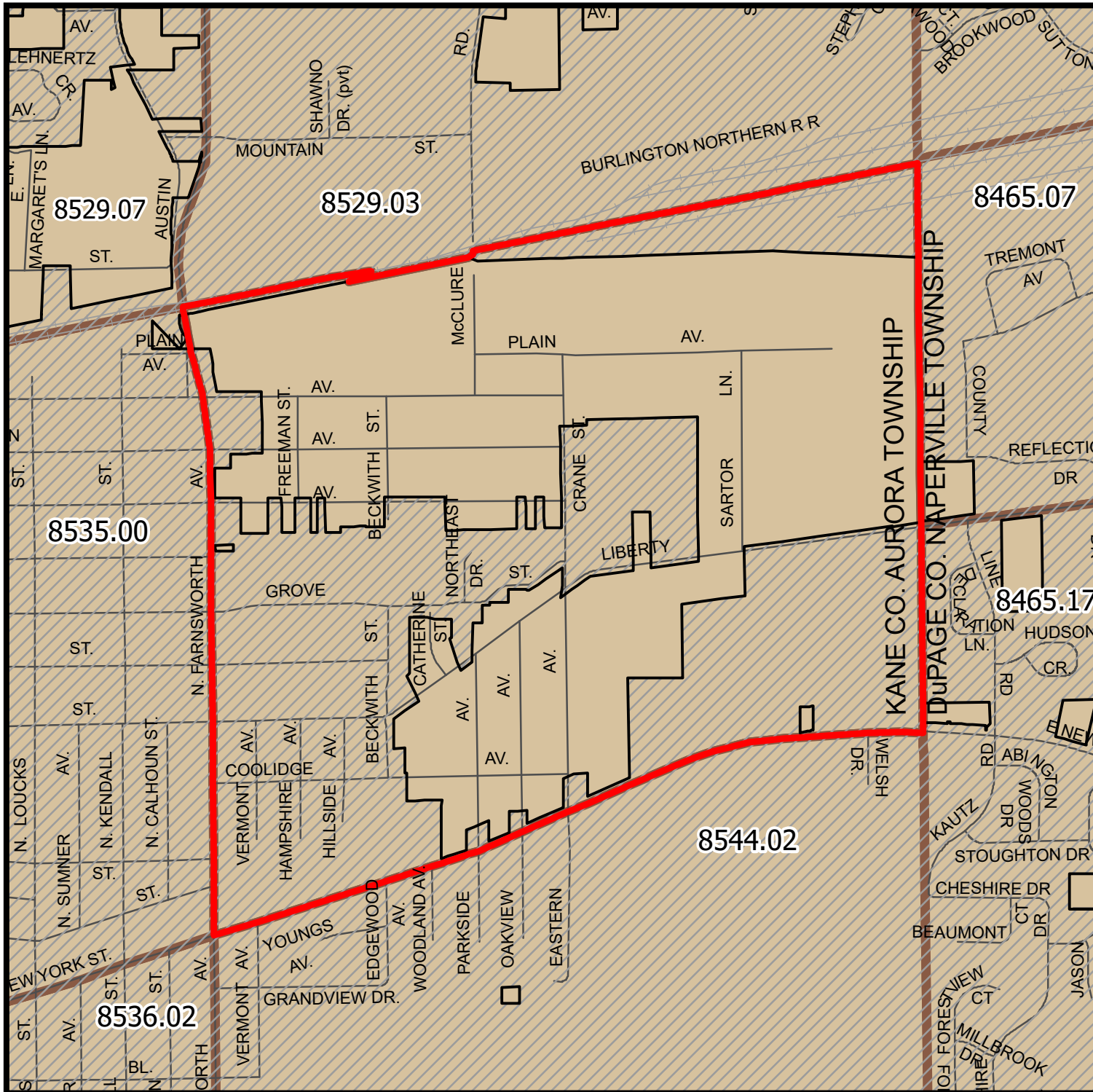
Water Service
Material Map

DRAFT








INFORMATION TECHNOLOGY
DIVISION - AURORA, ILLINOIS

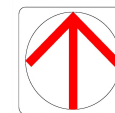
The information and/or data on this map depicts/illustrates generalized roadways and circulation and their relationships and is not intended to reflect precise dimensions, and/or distances of individual roads, and/or exact road alignments and right of ways.
The map and data on this map is intended for informational purposes only.



Approved Census Tract Area 8529.04

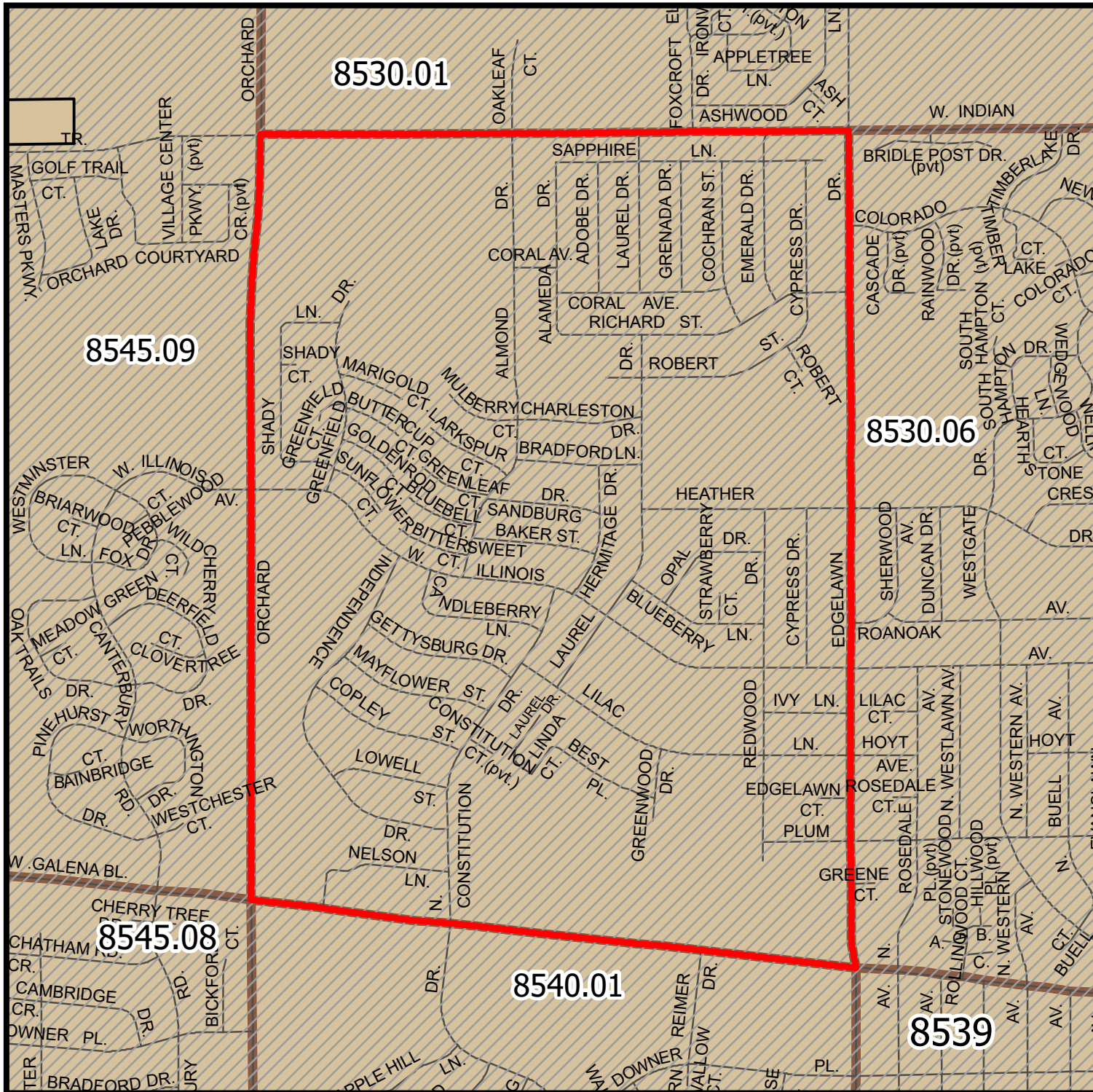
Legend

-  Tract 8529.04
-  City Limits
-  2020 Census Tracts
-  Streets
-  Railroads



GIS DIVISION - AURORA, ILLINOIS

The information and/or data on this map depicts illustrative generalised roadways and elevation and their relationship and is not intended to reflect precise dimensions, and/or distances of individual roads, and/or exact road alignments and right-of-ways. The map and data on this map is intended for informational purposes only.



Approved Census Tract Area 8530.05

Legend



Tract 8530.05



City Limits



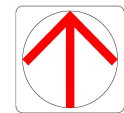
2020 Census Tracts



Streets

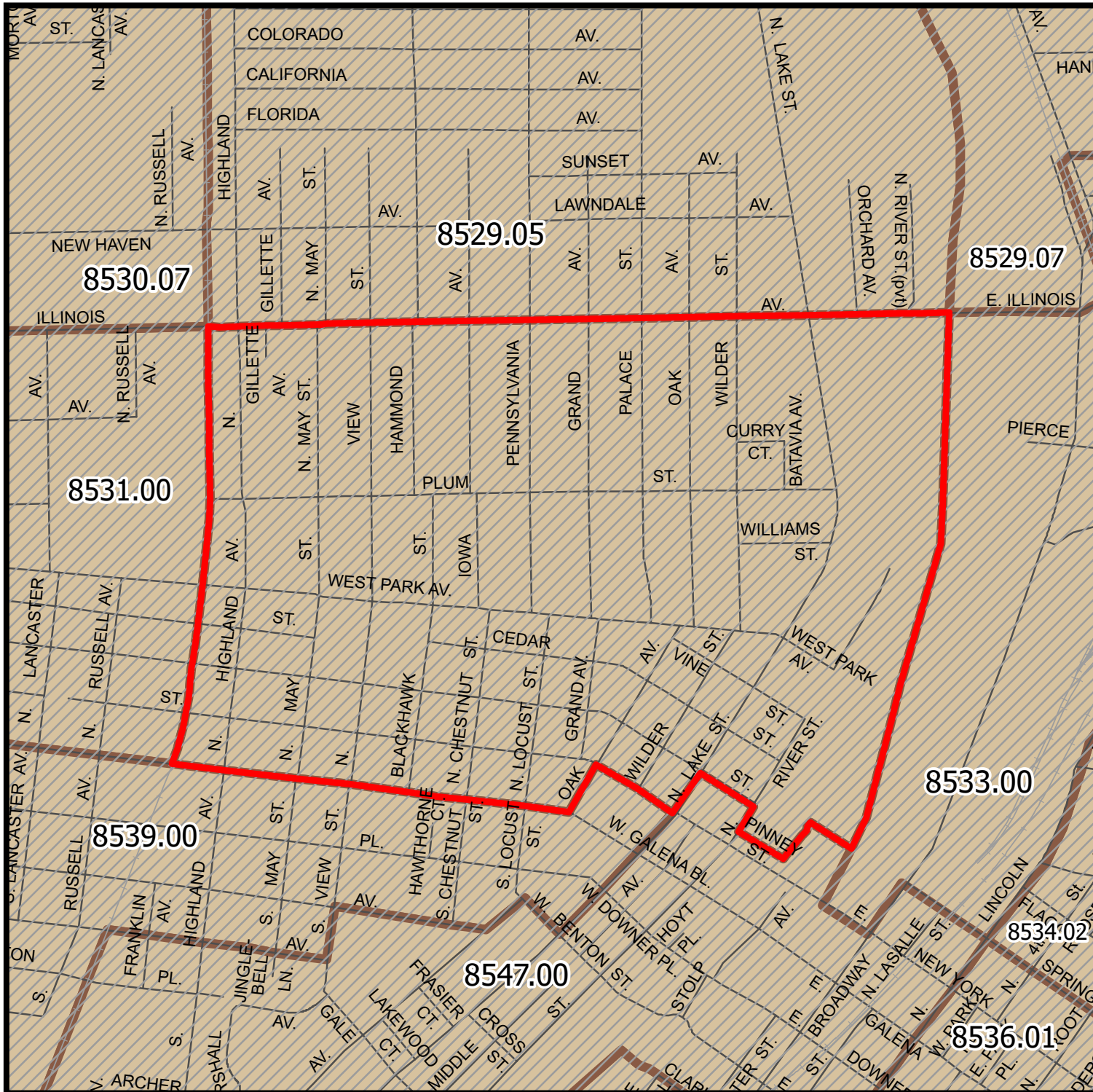


Railroads








GIS DIVISION - AURORA, ILLINOIS

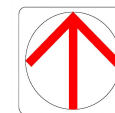
The information and/or data on this map depicts illustrative general roadways and circulation and their relationships and is not intended to reflect precise dimensions and/or distances of individual roads, nor to exact road alignments and right of ways.
The map and data on this map is intended for informational purposes only.



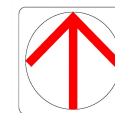
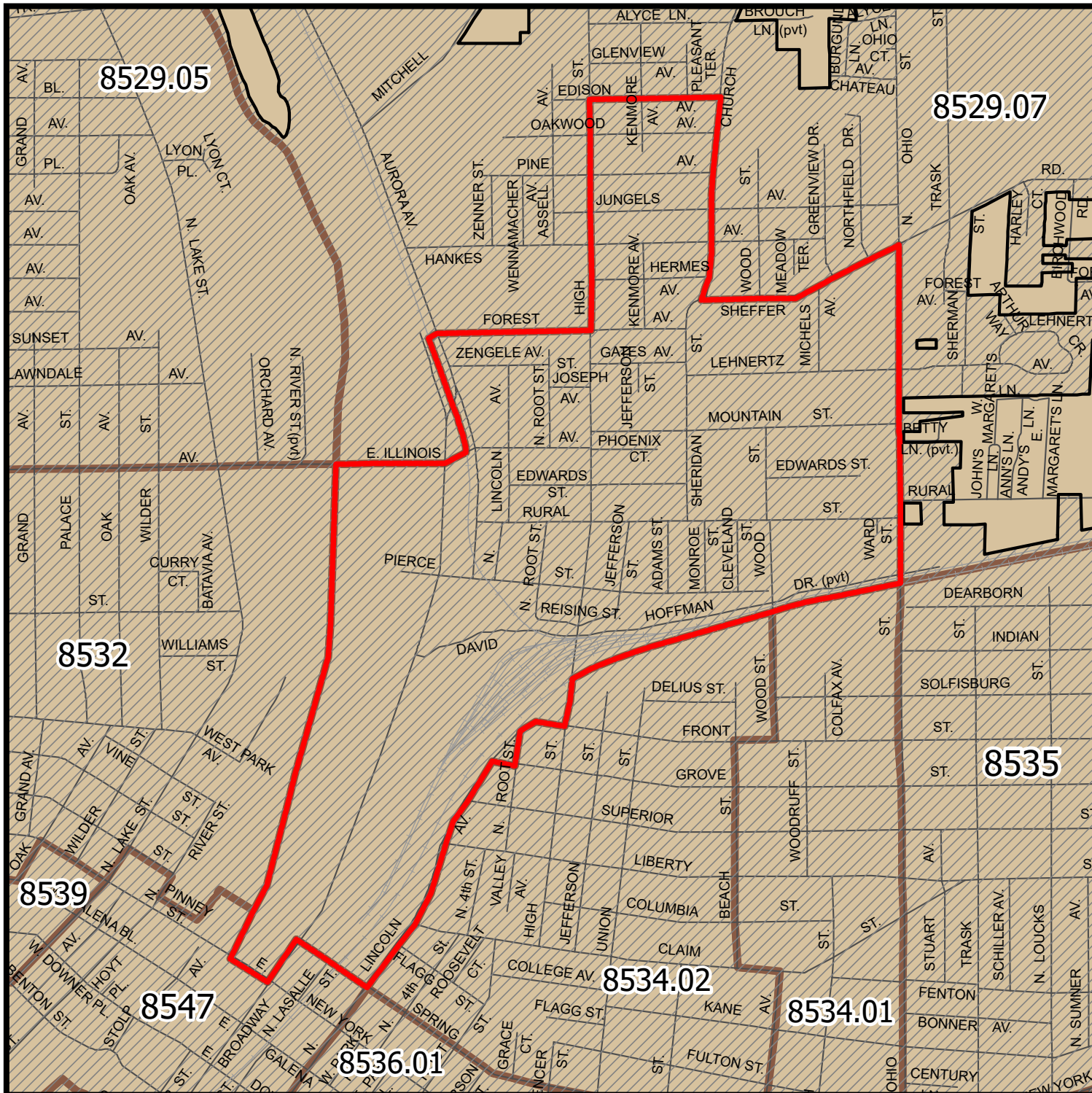
Approved Census Tract Area 8532

Legend

-  Tract 8532
-  City Limits
-  2020 Census Tracts
-  Streets
-  Railroads

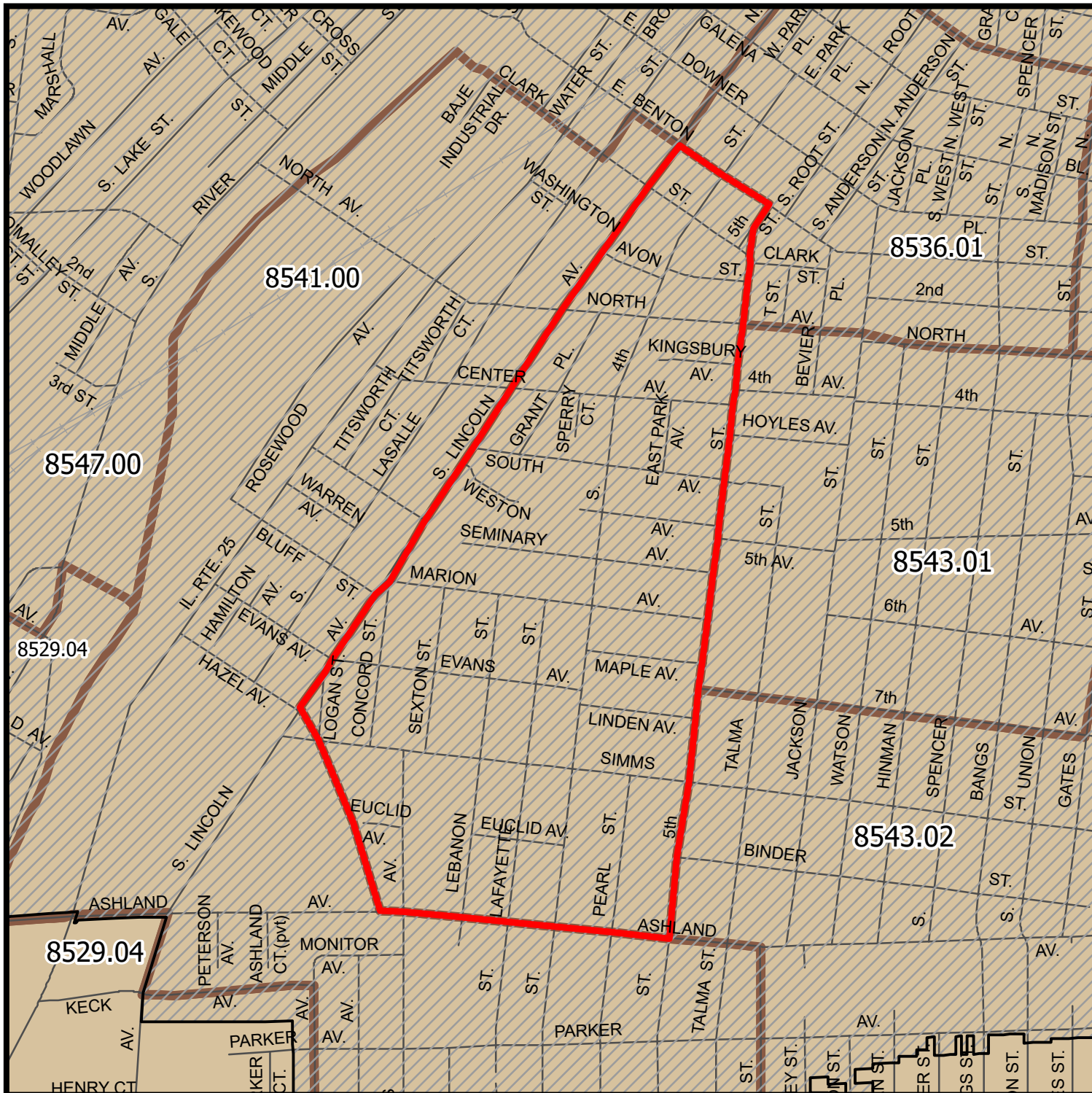


GIS DIVISION - AURORA, ILLINOIS
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GIS DIVISION - AURORA, ILLINOIS

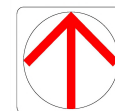
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Approved Census Tract Area 8542

Legend

-  Tract 8542
-  City Limits
-  2020 Census Tracts
-  Streets
-  Railroads



GIS DIVISION - AURORA, ILLINOIS

The information and/or data on this map depicts/illustrates generalized roadways and circulation and their relationship and is not intended to reflect precise dimensions, and/or distances of individual roads, and/or exact road alignments and right of ways.
The map and data on this map is intended for informational purposes only.



**Illinois Department
of Transportation**

Certificate of Eligibility

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

Contractor No 678C

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

\$42,742,000.00

001	EARTHWORK	\$1,000,000
012	DRAINAGE	\$6,175,000
017	CONCRETE CONSTRUCTION	\$750,000
08A	AGGREGATE BASES & SURF. (A)	\$800,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 10/16/2025 TO 4/30/2026 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 10/16/2025.


Justin Mann
Engineer of Construction

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

October 22, 2025

Brandt Excavating, Inc.
385 East 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:

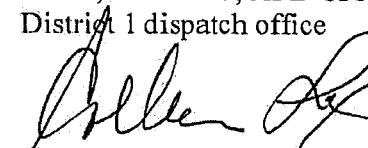
At the request of Brandt Excavating, Inc., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

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



Colleen Lox

Enclosures: Certificates

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

*Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade – Operating Engineer*

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

December 31, 1978
Date *Revised June 23, 2011*

Registration No.

IL008780173



Hilda L. Solis
Secretary of Labor

John V. Ladd
Administrator, Office of Apprenticeship

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund

Wilmington, Illinois

For the Trade – Operating Engineer (Heavy Equipment Technician)

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

May 5, 2002

Date Revised June 21, 2011

Registration No.

IL012020003



Hilda L. Solis

Secretary of Labor

John V. Ladd

Administrator, Office of Apprenticeship

April 1, 2024

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

To Whom It May Concern:

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 Brandt Excavating, Inc. is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund and their active account is current.

Our Mandatory Apprentice Program has successfully trained and graduated hundreds of apprentices providing safe, efficient and hard-working employees for signatory employers. The LIUNA Chicagoland Laborers' District Council Training and Apprenticeship Fund has graduated the following number of apprentices within the last five years:

2023: 190
2022: 139
2021: 112
2020: 97
2019: 74

Yours very truly,

Miranda Maddie

Miranda Maddie
Office Manager

Labor Trustees

James P. Connolly, *Chairman*
Michael Bivins
Shawn Fitzgerald
Martin Flanagan
Joseph V. Healy
Lloyd "Curly" Vaughn

Executive Director

Keith Vitale

Management Trustees

David Lorig, *Secretary*
Seth Gudeman
Shane Higgins
Joseph Koppers
Robert G. Krug
William Vignocchi

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Chicagoland Laborers

Carol Stream, IL

For the occupation of CONSTRUCTION CRAFT LABORER

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

April 12, 1999

Date

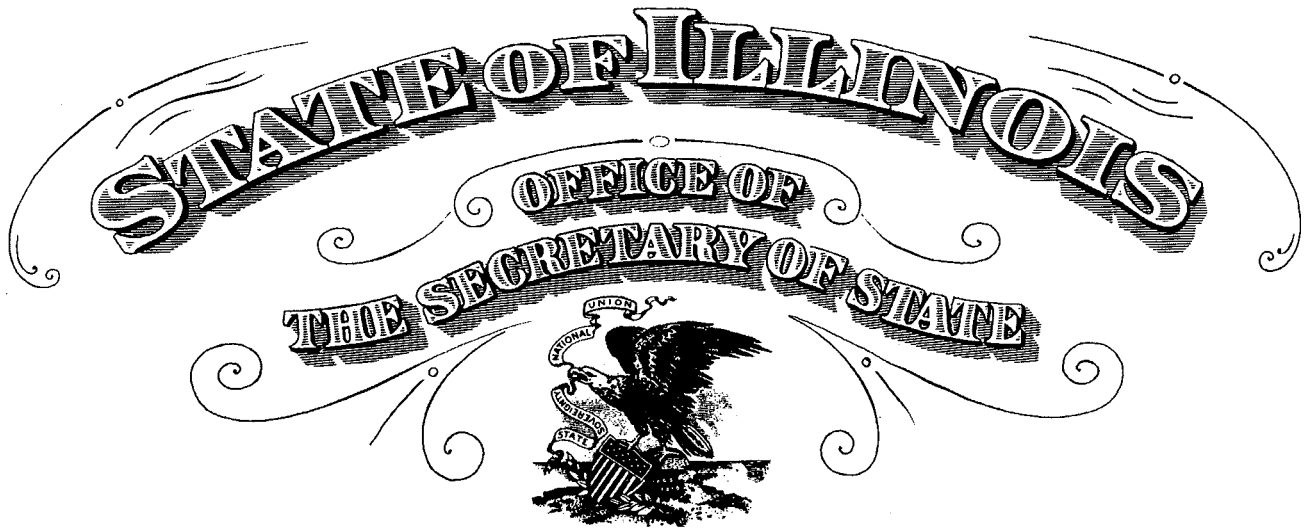
IL017990001

Registration No



John V. Ladd

Administrator, Office of Apprenticeship



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, 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 3RD day of APRIL A.D. 2025 .

Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT	State of Illinois - Department of Revenue	OFFICIAL DOCUMENT
Illinois Business Authorization		
BRANDT EXCAVATING INC		
385 HOOVER ST MORRIS IL 60450-1128		
Expiration Date: 9/1/2026	Certificate of Registration Use Taxes	(4229-4894)
		 ILLINOIS REVENUE  Director
	OFFICIAL DOCUMENT	Issued Date: 07/03/2025



10/20/2025

RE: Brandt Excavating Recommendation Letter

To Whom It May Concern:

I am writing to share my high regard for Brandt Excavating following the successful completion of the City of Batavia's inaugural large-scale Lead Service Line Replacement (LSLR) Program. This critical initiative, which took place in the spring of 2023, involved the full and partial replacement of approximately 285 water service lines and was funded by a \$4,000,000 Illinois Environmental Protection Agency Principal Forgiveness Loan.

Before undertaking this large-scale endeavor, the City had worked with Brandt Excavating on several water service replacements due to failures, as well as in a subcontractor role for water main directional drilling within larger utility infrastructure projects. These prior collaborations were marked by great success. However, the 2023 LSLR Program represented the first time the City had contracted Brandt Excavating for a project of this size and complexity.

As one might expect, a project of this scale—especially one involving private properties—requires exceptional coordination, communication, and logistical management. Brandt Excavating demonstrated seamless collaboration with City staff throughout the process. There was never any ambiguity regarding which addresses were being addressed and when. Additionally, Brandt's proactive communication with property owners was exemplary, as evidenced by numerous emails and phone calls exchanged with stakeholders. Over the course of the project, it became abundantly clear that Brandt Excavating's extensive experience in water service line replacement projects had a significant impact, allowing City staff to reduce oversight and focus on other, more important daily tasks.

I am particularly pleased to report that the project was completed on time, without delays, and well under budget. This outcome was made possible through Brandt's efficiency, which not only resulted in significant savings but also enabled the addition of 25 to 30 additional lead service line replacements, all within the original budget.

For these reasons, I offer my highest recommendation for Brandt Excavating, and would like to highlight the following qualities that contributed to the success of the project:

- Clear and consistent communication
- Meticulous attention to detail
- Rigorous quality control
- Exceptional project management
- Strong organizational skills
- Effective stakeholder engagement

In my 29 years of managing capital improvement projects, this has been by far the most straightforward project in terms of contractor coordination and overall confidence in the finished product.



Please contact me at (630) 454-2450 or jbarkei@bataviail.gov if you have any questions or request additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Barkei". The signature is fluid and cursive, with a large loop at the end.

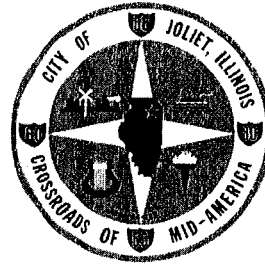
Jeremy Barkei
Water & Sewer Utility Superintendent

City of Batavia

**DEPARTMENT OF
PUBLIC UTILITIES**

815-724-4230 Direct
815-723-7770 Fax

CITY OF



JOLIET

October 20th, 2025

150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158

Re: Letter of Recommendation for Brandt Excavating, Inc.

To Whom it May Concern:

The projects listed below were successfully constructed by Brandt Excavating, Inc.:

- Marycrest Water Main Relocation, Phase IIIB (2018)-\$1,495,243
- Marycrest Water Main Relocation, Phase IVA (2019)-\$1,039,065 \$
- Marycrest Water Main Relocation, Phase IVB (2019)-\$1,438,720
- Raynor Park Water Main Replacement Phase 2A (2020)-\$1,438,720
- Lead Service Replacement Phase 2A (2021)-\$870,796
- Florence Park 1B Water Main Improvements (2021)-\$775,382
- Reedwood Phase 1A Water Main Improvements (2021)
- Reedwood 1B Water Main Improvements (2021)- \$1,007,046
- Buell Water Main Replacement (2022) \$971,038- \$927,284
- Lead Service Replacement Phase 3B (2022-2023) \$1,129,654

The scope of work for the water main relocation projects was relocating existing backyard water mains to the road right of way and installing new water service lines via directional drilling to the greatest extent possible from the water main to the water meter. Interior residential water meters were also replaced when found to be an old model. This work was completed both for homes with basements and homes with slab foundations. Another significant scope of work item that Brandt was tasked with completing as part of these projects was project management. This included all communication and scheduling with the homeowners, obtaining signatures on project agreement forms and temporary easements, and all follow-up correspondence with homeowners. Brandt has also completed sanitary sewer point repairs within the City's collection system and replacement of water mains in the City's distribution system. All projects were completed on time and within budget.

I highly recommend Brandt Excavating, Inc. for construction of similar work. Over the past ten years I have found them to be extremely professional in their completion of the work and interaction with homeowners. I have received numerous compliments from homeowners regarding the interactions they have had with Brandt's project managers – Chris Ahearn and Chad Brandt. Brandt Excavating goes the extra mile to successfully complete these challenging projects. If there are any questions regarding this recommendation or if you require additional information, you can contact me at 815-724-4222 or e-mail aswisher@joliet.gov.

Sincerely,

Allison M.W. Swisher, P.E.
Director of Public Utilities

City of Aurora

DEPARTMENT OF PUBLIC WORKS

Kenneth Schroth

Director | City Engineer



Richard C. Irvin
Mayor

October 20, 2025

RE: Brandt Excavating Recommendation Letter

To Whom It May Concern:

I have had the pleasure of working with Brandt Excavating on approximately fifteen capital improvement projects over the last eight years. They are definitely on my list of preferred contractors due to their ability to be flexible, adapt to field conditions, their work ethic and always coming in under the contract amount. These projects have included water main, sanitary sewer, and storm sewer installation. Several of these projects were installed utilizing the directional drilling method which they can perform themselves. The value of these projects have ranged from \$80,000 to \$3,000,000. All water service replacements associated with these projects were installed via directional drilling. Additional detail on individual projects can be provided upon request.

The City has had five successive on call water service replacement projects for lead water services between 2018-current and Brandt Excavating has been the low bidder on all of them leading to the replacement of approximately 150-200 services annually between fall 2018-fall 2025. This contract addresses random services that have been exposed and/or disturbed or require immediate maintenance. The first two rounds of the replacement contract involved tapping the existing water main and directionally drilling a new copper service to the location of a new b-box. The City at the time did not replace the private side of the water service. The City revised their lead water service replacement policy in September 2021 and now all lead services are replaced from the water main to the water meter.

Brandt Excavating has demonstrated the capability to perform that service on larger projects. In addition to the on call replacement and capital improvements projects, Brandt Excavating is preparing to start the City's second replacement project utilizing an Illinois Environmental Protection Agency forgivable loan which is currently in the contract approval process. Brandt Excavating completed the first loan forgiveness \$4,600,000 contract which targeted services of critical facilities and previous partial replacements. The second \$3,300,000 contract will target the three highest ranking census tracts in the City.

Please contact me at 630-256-3232 or kmuth@aurora.il.us if you have any questions or need additional information regarding Brandt Excavating.

Sincerely,

Kurtis T. Muth, P.E.
Engineering Coordinator, City of Aurora



City of Aurora, IL

LEAD SERVICE REPLACEMENT PROJECT-CONTRACT 3 25-212

RELEASE DATE: October 3, 2025

DEADLINE FOR QUESTIONS: November 12, 2025

RESPONSE DEADLINE: November 19, 2025, 11:00 am

Please refer to the project timeline in this document for all important deadlines.

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/aurorail>

Table Of Contents

1. INSTRUCTIONS TO BIDDERS
2. GENERAL REQUIREMENTS
3. SCOPE OF WORK
4. VENDOR SUBMISSIONS

Attachments:

A - 25-212 Lead Water Service Line Replacement - Contract 3 ad for bid

B - 25-212 Lead Water Service Line Replacement - Contract 3 Combined

INSTRUCTIONS TO BIDDERS

1. SUMMARY

Lead Service Replacement Project—Contract 3 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.

2. TIMELINE

Release Project Date:	October 3, 2025
Question Submission Deadline:	November 12, 2025, 4:00pm
Response Submission Deadline:	November 19, 2025, 11:00am

GENERAL REQUIREMENTS

SCOPE OF WORK

1. See Attachments for Downloadable Bid Documents

Sealed BIDS for the construction of: Lead Service Replacement Project–Contract 3 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: 11:00 AM, (Standard Time-Daylight Savings Time) November 19, 2025, and then at said office publicly opened and read aloud.

2. 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 11:00 AM on November 19, 2025, 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 3 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 Clerk, 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 90 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 Page 5 of 145 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 the federal Build America, Buy America Act (BABA) which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 and specifies that all iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

BIDDER shall not discriminate based on 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 N/A at N/A.

The ENGINEER is John Hoffmann His/her address is 44 E. Downer Place, Aurora, IL 6050

undefined #25-212

Title: Lead Service Replacement Project-Contract 3

VENDOR SUBMISSIONS

undefined #25-212

Title: Lead Service Replacement Project-Contract 3

**Bid 25-212
Lead Service Replacement Project – Contract 3
Bid opening: November 19, 2025 @ 11 AM**

ADDENDUM NO. 2

TO: All Bidders

FROM: Engineering Division, City of Aurora

DATE: November 13, 2025

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

1. All addenda shall be issued to the email that was registered when the contract documents were obtained.
2. A reminder that all questions shall be submitted by 4 pm, Wednesday, November 12, 2025. Questions will be answered by 4 pm Friday, November 14, 2025. All questions received after Wednesday will not be addressed.
3. If asbestos is encountered, how will this be addressed/handled?

Typically, the City of Aurora does not encounter asbestos during lead service replacements. However, if asbestos is encountered, the general contractor will be required to hire an asbestos abatement contractor to properly handle and dispose of any asbestos that would require disturbance as part of the lead service replacement. Any asbestos abatement activities will be paid for on a time and material basis.

4. Is electrical grounding required?

Typically, no electrical grounding work is required. However, grounding issues are reviewed on a case-by-case basis. If work is deemed necessary, it will not be incidental to the contract, and the contractor will be compensated for extra grounding work if any should arise.

**Per Special Provision SP G.19 – INTERIOR CONNECTION TO WATER METER:
“Existing jumper wire and ground clamps will be reinstalled or replaced if needed which shall be included in the interior connection.”**

The following shall be added to Special Provision SP G.19 – INTERIOR CONNECTION TO WATER METER: “Any meter jumper wires not meeting the current requirement of green 4 AWG THHN (stranded and insulated) shall be replaced to meet this specification.

**LEAD SERVICE REPLACEMENT PROJECT – CONTRACT 3
ADDENDUM NO. 2**

This work shall be considered incidental to the INTERIOR CONNECTION TO WATER METER pay item.”

5. What type of interior restoration is the contractor responsible for?

Per Special Provision SP G.19 – INTERIOR CONNECTION TO WATER METER: “The hole in the foundation wall or concrete floor shall be patched with hydraulic cement or concrete which shall be included in the interior connection. Any restoration beyond this patch will be the homeowner’s responsibility.”

Additionally, the 4th paragraph of special provision SP W.2 – WATER SERVICE/WATER SERVICE RELOCATION states “The contractor will only be responsible for patching the floor or wall where the service enters the residence, the homeowner will be responsible for any additional finished restoration disturbed during the installation which shall be kept to a minimum.”

6. Are all services to be replaced FULL services? If not, can you let bidders know how many are main to b-box and how many are b-box to meter and how many are full?

Locations have not been determined from the 6 allowed census tract areas. This winter, the City will determine areas to replace lead services on these maps and will begin acquiring owner signoffs. The City will select entire City blocks for replacement with the intention of replacing all services on that block.

7. What are the anticipated lengths of services to be replaced?

Service replacement locations have not been selected yet. However, typically total water service length varies from as short as 30 feet to as long as 75 feet or possibly longer depending on how far back a house is located. Actual copper service pipe length will be paid for according to the special provision SP W.2 – WATER SERVICE/WATER SERVICE RELOCATION.

8. Who is responsible for supplying the water filters and pitchers?

The City provides water pitchers with the required 6 months of filters and will hand them out to residents.

9. Will the city supply the CCDD Testing and LPC-662/663 forms?

Yes. Once locations are selected for replacement, the City will hire a consultant to perform the necessary testing to receive the needed CCDD forms. Once received, the City will provide the CCDD documentation to the Contractor.

**LEAD SERVICE REPLACEMENT PROJECT – CONTRACT 3
ADDENDUM NO. 2**

10. The bid documents reference the Illinois Works Jobs Program Act and a 10% apprenticeship goal for projects over \$500,000. As a union contractor, we employ workers who are certified through U.S. Department of Labor–registered union apprenticeship programs (ie IUOE L150 Operators, L32 & L582 Laborers’ Unions, and the L597 Pipefitter). Can you confirm that participation in these union apprenticeship programs satisfies the Illinois Works Apprenticeship Initiative requirements for this project?

See page 90-91 of Attachment B 25-212 Lead Water Service Line Replacement - Contract 3 Combined: Certification.

11. Do you think there will be any rock encountered for this phase of work?

The City does not preform soil borings for this type of work.

12. Is the Contractor to provide the GPS equipment to take as-built measurements or will the City do that, with only the Contractor assisting in “shooting” those measurements?

The City has GPS equipment and City staff will take the GPS shots. The contractor will need to make sure the necessary GPS shots have been taken before excavations are backfilled.

13. Is the map on page 148 of manual representative of the specific tracts where this contract 3 service addresses will be?

This map is generally representative of the lead service replacements, but it is not an exact depiction of the specific lead services being replaced. Many variables including house offset from the Right of Way, Right of Way and roadway width, meter location, basements, slabs, utility conflicts, etc. can change each service installation. The map does not cover all scenarios that may be encountered. The exact locations to be replaced have not been determined yet as mentioned in item #6 above.

14. Will the Contractor have to pay any permit fees?

No.

15. Will the Contractor have to pay any inspection fees?

No.

16. Can the Contractor provide multiple crews to complete the work?

Yes, the City will allow up to 2 crews to work at the same time.

**LEAD SERVICE REPLACEMENT PROJECT – CONTRACT 3
ADDENDUM NO. 2**

17. Is the Contractor responsible for all scheduling with customers and the City?

Yes. Contact information received from homeowner signoffs will be provided to the contractor to directly coordinate scheduling replacements with the homeowner. The contractor's schedule shall be provided to the City.

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 E-MAIL TO purchasingDL@aurora.il.us IMMEDIATELY UPON RECEIPT.

COMPANY NAME Brandt Excavating Inc

SIGNATURE OF COMPANY REPRESENTATIVE 



BRANEXC-01

DSOMMERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2025

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 have **ADDITIONAL INSURED** provisions or 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).

PRODUCER AssuredPartners of IL, LLC 25 Northwest Point Blvd., Ste 625 Elk Grove Village, IL 60007	CONTACT NAME:	PHONE (A/C, No, Ext): (847) 758-1000	FAX (A/C, No): (847) 758-1200
	E-MAIL ADDRESS:		
INSURED Brandt Excavating Inc 385 Hoover St Morris, IL 60450-1128	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Selective Insurance Company of America		12572
	INSURER B : Service American Indemnity Company		39152
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 052124

REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 2663050	5/26/2025	5/26/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 FIRE DAMAGE \$ 500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2663050	5/26/2025	5/26/2026	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			S 2663050	5/26/2025	5/26/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	SAMTWC1043400	5/26/2025	5/26/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Aurora
45 E Downer Pl
Aurora, IL 60505

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