

VILLAGE OF DOWNERS GROVE

Report for the Village

SUBJECT:	6/17/2025	SUBMITTED BY:
Award of Contract for 2025 Water Main Improvements Contract A, WA-028A		Scott Vasko Director of Engineering

SYNOPSIS

A motion is requested to award a contract for the 2025 Water Main Improvements Contract A to H. Linden & Sons Sewer and Water, Inc. of Plano, Illinois in the amount of \$2,740,336.80. Staff is also requesting approval of a 5% contingency (\$137,016.84).

STRATEGIC PLAN ALIGNMENT

The Goals for 2023 to 2025 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY25 budget includes \$3,800,000 in the Water Fund for this project. This is one of two projects that will be funded by an IEPA low interest loan.

RECOMMENDATION

UPDATE & RECOMMENDATION

This item was discussed at the June 10, 2025 Village Council meeting. Staff recommends approval on the June 17, 2025 Active Agenda.

BACKGROUND

This project consists of the replacement of approximately 3,560 lineal feet of 8” water main, 47 residential/commercial water services, asphalt patching, sidewalk and driveway apron removal and replacement, and parkway restoration at the following locations:

- Meadowcrest Dr – Claremont Dr to Valley View Dr
- 60th Pl – Middaugh Ave to Brookbank Rd
- Carpenter St – Blanchard St to 59th St
- Saratoga Ave – Ogden Ave to 41st St

A Call for Bids (CFB) was issued and published in accordance with the Village’s Purchasing Policy and the IEPA. Five bids were received by the due date of March 7, 2025. A synopsis of the bids is as follows:

Contractor	Base Bid
H. Linden & Sons Sewer and Water, Inc.	\$2,740,336.80 (low bid)

Bluewater Construction, LLC.	\$2,875,000.00
Alamp Concrete Contractors, Inc.	\$2,944,975.10
Concept Plumbing, Inc.	\$3,166,285.30
Millennium Contracting Co.	\$3,300,340.00

H. Linden & Sons has successfully completed projects for the Village in past. Their references from the Village of Monee, Village of Alsip, and Village of East Hazel Crest on similar scale projects have indicated that they were responsive, organized, and easy to work with. Staff recommends award of this contract to H. Linden & Sons Sewer and Water, Inc.

ATTACHMENTS

Contract
Contractor Evaluation

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works **DATE:** June 17, 2025
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☐ Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to authorize a contract for 2025 Water Main Improvements Contract A to H. Linden & Sons Sewer and Water, Inc. in the amount of \$2,740,336.80 plus a 5% contingency in the amount of \$137,016.84 for a total not to exceed \$2,877,353.64.



SUMMARY OF ITEM:

Adoption of this motion shall authorize contract for 2025 Water Main Improvements Contract A to H. Linden & Sons Sewer and Water, Inc. in the amount of \$2,740,336.80 plus a 5% contingency in the amount of \$137,016.84 for a total not to exceed \$2,877,353.64.

RECORD OF ACTION TAKEN:



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: H. Linden & Sons Sewer and Water, Inc.
- II. Instructions and Specifications:
- A. Bid No.: WA-028A
 - B. DemandStar Bid No.: CFB-4-0-2025/WS
 - C. For: 2025 WATER MAIN IMPROVEMENTS CONTRACT A
 - D. Bid Opening Date/Time: FRIDAY, MARCH 7, 2025 @ 10:00AM
 - E. Pre-Bid Conference Date/Time: WEDNESDAY, FEBRUARY 12, 2025 @ 10:00 AM
(MANDATORY)
 - F. Pre-Bid Conference Location: 5101 WALNUT AVENUE, DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: TUESDAY, JANUARY 21, 2025

This document comprises 175 pages

RETURN ORIGINAL BID (NO STAPLES) IN SEALED ENVELOPE MARKED WITH THE BID
NUMBER AS NOTED ABOVE TO:

WILL SCHILLINGER
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5494
FAX: 630/434-5495
www.downers.us

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: 2025 Water Main Improvements – Contract A

PROPOSAL/BID NUMBER: BID # CFB-4-0-2025/WS

PROPOSAL/BID OPENING: March 7, 2025

ADDENDUM NO.: 1

H. Linden & Sons Sewer and Water, Inc.

PROPOSER/BIDDER: _____

ADDRESS: _____
722 E. SOUTH ST. UNIT D
PLANO, IL 60545

RECEIVED BY: Sandy Bell
(NAME)

Sandy Bell
(SIGNATURE)

DATE: 3/7/25

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: 2025 Water Main Improvements – Contract A

PROPOSAL/BID NUMBER: BID # CFB-4-0-2025/WS

PROPOSAL/BID OPENING: March 7, 2025

ADDENDUM NO.: 2

H. Linden & Sons Sewer and Water, Inc.

PROPOSER/BIDDER: _____

ADDRESS: _____
722 E. SOUTH ST. UNIT D
PLANO, IL 60545

RECEIVED BY: _____
Sandy Bell
(NAME)

Sandy Bell
(SIGNATURE)

DATE: _____
3/7/25

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: 2025 Water Main Improvements – Contract A

PROPOSAL/BID NUMBER: BID # CFB-4-0-2025/WS

PROPOSAL/BID OPENING: March 7, 2025

ADDENDUM NO.: 3

H. Linden & Sons Sewer and Water, Inc.

PROPOSER/BIDDER: _____

ADDRESS: _____
722 E. SOUTH ST. UNIT D
PLANO, IL 60545

RECEIVED BY: _____
Sandy Bell
(NAME)

Sandy Bell
(SIGNATURE)

DATE: _____
3/7/25

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: 2025 Water Main Improvements – Contract A

PROPOSAL/BID NUMBER: BID # CFB-4-0-2025/WS

PROPOSAL/BID OPENING: March 7, 2025

ADDENDUM NO.: 4

PROPOSER/BIDDER: H. Linden & Sons Sewer and Water, Inc.

ADDRESS: 722 E. SOUTH ST. UNIT D
PLANO, IL 60545

RECEIVED BY: Sandy Bell
(NAME)

Sandy Bell
(SIGNATURE)

DATE: 3/7/25

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

CALL FOR BIDS – FIXED WORKS PROJECT**Bid No.: WA-028A**

The VILLAGE OF DOWNERS GROVE will receive bids Monday through Friday, 8:00 A.M. to 4:30 P.M. at the Public Works Building, 5101 Walnut Avenue, Downers Grove, IL 60515.

The Village Council reserves the right to accept or reject any and all bids, to waive technicalities, and to accept or reject any item of any Bid.

The documents constituting component parts of this Contract are the following:

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. GENERAL PROVISIONS
- IV. SPECIAL PROVISIONS
- V. BID & CONTRACT FORM

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.

Any federal or state laws, guidelines or requirements shall supersede any conflicting Village ordinances, guidelines or requirements.

All Bidders MUST submit the entire bid package, with one original Bid Form. Upon formal Award, the successful Bid will automatically convert to a Contract, and the successful Bidder will receive a copy of the executed contract upon formal award of the Bid with the Notice of Award.

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.
PLEASE DO NOT BIND ANY PORTION OF THE BID WITH STAPLES.
ALL PAGES OF THE BID MUST BE SUBMITTED SINGLE-SIDED.

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS**1. GENERAL**

1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to the time and date set forth on the cover page of this Call for Bids.

1.2 Defined Terms:

1.2.1 Village – the Village of Downers Grove acting through its officers or agents.

1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder's completed proposal, bonds and all required certifications.

1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.

1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.

1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.

1.2.6 Work – the construction or service defined herein.

1.2.7 Day – unless otherwise stated all references to day "Day" "Days", "day" or "days" shall refer to calendar days.

1.2.8 Proposal Guaranty – the required bid deposit.

1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.

1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Will Schillinger, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.

1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting Bid. Telephone, e-mail and fax Bids will not be accepted.

1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

2. BID PREPARATION

2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the Work and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the Bid resulting from his willing or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.
- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids or the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.
- 2.7 The Bidder must submit his bid on the form furnished by the Village. The Bid shall be executed properly, and bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.
- 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.
- 3. PRE-BID CONFERENCE**
- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Mandatory" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

concerning the Bid.

- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.

- 3.3 No Contract Documents will be issued after the pre-bid conference except to attendees.

4. BID SUBMISSION

- 4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.
- 4.2 A bid deposit will be required, which shall not exceed five percent (5%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his Bid and according to the plans and specifications in case the contract shall be awarded to him.
- 4.3 Bids shall be publicly opened at the hour and place indicated above.

5. BID MODIFICATION OR WITHDRAWAL

- 5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.
- 5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.
- 5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of “No Bid” postcard. Bidders not submitting Bids or “No Bid Statement” may otherwise be removed from the Village’s bid mailing list.

6. BID REJECTION

- 6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for, or irregularities of any kind, shall be rejected as informal or insufficient. Bids otherwise acceptable, which are not accompanied by the proper Proposal Guaranty, shall also be rejected as informal or insufficient. The Village reserves the right however, to reject any or all Bids and to waive such technical error as may be deemed best for the interest of the Village.

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

7. BIDDER COMPETENCY

- 7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.

8. BIDDER DISQUALIFICATION

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.

8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.

8.1.2 Evidence of collusion among Bidders.

8.1.3 Unbalanced Bids in which the prices for some items are substantially out of proportion to the prices for other items.

8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.

8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.

8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

8.1.8 Failure to submit a signed Bidder's Certificate stating the following:

8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and

8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and

8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract; and

8.1.8.4 The Bidder will pay the applicable prevailing rate of wages as determined by the Illinois Department of Labor, or the Davis-Bacon Wage Act, whichever is higher, to all laborers, workers and mechanics performing work for the Village of Downers Grove,

9. BASIS OF AWARD

- 9.1 The Village reserves the exclusive right to accept or reject any and all Bids or to waive sections,

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technicalities and irregularities, or to accept or reject any Bid or any item of any Bid.

10. AWARD OF CONTRACT

- 10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder)
- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

11. RETURN OF BID DEPOSIT

- 11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) days after the opening of Bids. The remaining bid deposits of each contractor will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

12. FAILURE TO ENTER INTO CONTRACT

- 12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.
- 12.2 Failure on the part of the successful Bidder to provide the Village a construction schedule for approval within ten (10) calendar days from the date of receipt of the Notice of Award from the Village, and, if required, provide a modified construction schedule as requested by the Village within an additional five (5) calendar days, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.
- 12.3 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.
- 12.4 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

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13. SECURITY FOR PERFORMANCE

- 13.1 The successful Bidder shall, within ten (10) days after acceptance of the Bidder's Bid by the Village, furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the Bid. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

14. TAX EXEMPTION

- 14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification number will also be provided to the selected Bidder.

15. RESERVED RIGHTS

- 15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

16. CATALOGS AND SHOP DRAWINGS

- 16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the work or material he proposes to furnish.

17. TRADE NAMES AND SUBSTITUTIONS

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Bidder's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

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II. TERMS AND CONDITIONS**18. VILLAGE ORDINANCES**

- 18.1 The successful bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

19. USE OF VILLAGE'S NAME

- 19.1 The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

20. HOURS OF WORK

- 20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Sundays or legal holidays. The Contractor shall do no work on Saturdays, unless otherwise approved in writing by the Village. If approved by the Village, allowed work hours on Saturdays shall be between the hours of 8:00 a.m. and 3:00 p.m. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village. Any work, including the starting and/or idling of vehicles or machinery, or a congregation of workers prior to starting work, which may cause any noise level that can be heard by adjacent residents, performed outside of these hours of work and not authorized by the Village shall be subject to a fine of \$250 per day, per violation, which shall be deducted from the value of work completed.

21. PERMITS AND LICENSES

- 21.1 The Contractor shall obtain all necessary permits and licenses required to complete the Work. The cost of acquisition of all necessary permits, bonds, insurance and services as specified herein shall be considered INCLUDED IN THE TOTAL COST, and no additional compensation will be allowed the Contractor.

22. INSPECTION

- 22.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

23. DELIVERIES

- 23.1 All materials shipped to the Village must be shipped F.O.B. designated location, Downers Grove, Illinois.

24. SPECIAL HANDLING

- 24.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

25. NONDISCRIMINATION**25.1 Contractor shall, as a party to a public contract:**

25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

25.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq, and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

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

25.4 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission the notice to labor unions or other organizations of workers of nondiscrimination in employment located at the end of the Bid & Contract Forms.

26. SEXUAL HARASSMENT POLICY

26.1 The bidder, as a party to a public contract, shall have a written sexual harassment policy that:

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

26.1.4 Describes the bidder's internal complaint process including penalties;

26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

27. EQUAL EMPLOYMENT OPPORTUNITY

27.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment

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Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights (“Department”), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- 27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an 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 underutilization.
- 27.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department’s Rules and Regulations) 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.
- 27.1.3 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, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 27.1.4 That it will send to each labor organization or representative of 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 Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 27.1.5 That it will submit reports as required by the Department’s Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department’s Rules and Regulations.
- 27.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department’s Rules and Regulations.
- 27.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same

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manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department 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 subdivision or municipal corporations.

- 27.2 Bidders shall 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 included at the end of the Bid & Contract Forms.

28. DRUG FREE WORK PLACE

- 28.1 Bidder, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

28.1.1 Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

28.1.2 Establishing a drug free awareness program to inform employee's about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Village's or Contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance programs;
- (4) the penalties that may be imposed upon employees for drug violations.

28.1.3 Providing a copy of the statement required by subparagraph 11.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

28.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of paragraph 11.1 above from an employee or otherwise receiving actual notice of such conviction.

28.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

28.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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28.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

29.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act.. As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

30. PREVAILING WAGE ACT

30.1 Contractor shall pay prevailing wages in accordance with the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the U.S. Department of Labor and/or the Illinois Prevailing Wage Act, (820 ILCS 130/0.01, *et seq.*) as defined by the Illinois Department of Labor, whichever is higher . More information and guidance on the Davis-Bacon Wage Rate requirements is available on the IEPA website at:

<https://epa.illinois.gov/topics/grants-loans/state-revolving-fund/guidance.html>.

More information and guidance on the Illinois Prevailing Wage requirements is available on the Illinois Department of Labor website at:

<https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-rates.html>.

30.2 Contractor certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this Call for Bids and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in this Call for Bids as follows:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

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The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The sub recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub recipient to IEPA. IEPA will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and will so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

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

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient shall upon written request of the USEPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from IEPA. Such documentation shall be available on request of IEPA or USEPA. As to each payroll copy received, the sub recipient shall provide written confirmation indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be

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maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient for transmission to IEPA or USEPA, if requested, for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient.

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete.

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of optional Form WH-347, available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor site, shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor

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or subcontractor fails to submit the required records or to make them available, the Federal agency or IEPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

(i) Apprentices. Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than

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permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipients, IEPA, USEPA, the U.S. Department of Labor, or the employees or their representatives.

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(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 mechanics 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 Page 16 of 65 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.

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- 30.3 Illinois Prevailing Wage Rates and Davis-Bacon Wage Rates are included at the end of the Terms & Conditions.
- 30.4 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.
- 30.5 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 30.6 All contractors and subcontractors shall submit certified payroll records as described above to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 30.7 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 30.8 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.
- 31. PATRIOT ACT COMPLIANCE**
- 31.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's

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fees and costs) arising from or related to any breach of the foregoing representations and warranties.

32. INSURANCE REQUIREMENTS

32.1 Prior to starting the Work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section.9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

32.2 Comprehensive General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a “Per Project Basis”.

32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.

32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

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- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers, its officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 32.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 33. INDEMNITY AND HOLD HARMLESS AGREEMENT**
- 33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the

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Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.

- 33.2 The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its subcontractors.

34. SUBLETTING OF CONTRACT

- 34.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of this Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

35. TERMINATION OF CONTRACT

- 35.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason.

- 35.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

36. BILLING AND PAYMENT PROCEDURES

- 36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request,

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the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.

36.3 As this Contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2 as well as a contract for the actual construction, alteration and/or repair of a public work financed in whole or in part from Federal funds under the Federal Davis-Bacon Act (40 USC 276a through 276a-5), any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

36.4 Please send all invoices to the attention of: Village of Downers Grove, Accounts Payable, 850 Curtiss St, Downers Grove, IL 60515.

37. COMPLIANCE WITH OSHA STANDARDS

37.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

38. CERCLA INDEMNIFICATION

38.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.

39. COPYRIGHT or PATENT INFRINGEMENT

39.1 The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

40. AMERICAN IRON AND STEEL REQUIREMENTS

40.1 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed American Iron and Steel Products Certificate, attached hereto.

40.2 Contractor shall comply with the American Iron and Steel (AIS) requirements of the Consolidated Appropriations Act of 2014 (Public Law 113-76). Contractor shall submit, with each shop drawing, step certification that regulated iron and steel products meet AIS requirements. An example is located at the end of the Bid & Contract Form.

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- 40.3 The Consolidated Appropriations Act of 2014 (Public Law 113-76) does grant the possibility of a De Minimis waiver if certain conditions are met. The De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014 Decision Memorandum issued April 15, 2014 is located at the end of the Bid & Contract Form.

41. CAMPAIGN DISCLOSURE

- 41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 41.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any current Village Council member and/or candidates for such office.

42. GUARANTEE PERIOD

- 42.1 The Contractor shall guarantee all work and provide a maintenance bond for the full amount of the contract, covering a minimum period of one (1) year after approval and acceptance of the Work. The bond shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantee periods are required, they will be noted in the Special Provisions for this project.

43. SUCCESSORS AND ASSIGNS

- 43.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

44. WAIVER OF BREACH OF CONTRACT

- 44.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

45. CHANGE ORDERS

- 45.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.

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- 45.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)
- 45.3 For each change order the Contractor shall submit to the Village for review sufficient cost and pricing data to enable the Village to ascertain the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed. The Village will submit change orders to the Illinois Environmental Protection Agency for approval using the change order form, attached hereto.
- 46. AUDIT; ACCESS TO RECORDS:**
- 46.1 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 subsection (c) above, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the Village. The Auditor General, the Village, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.
- 46.2 This contract is a formally advertised, competitively awarded, fixed price contract, the Contractor agrees to include access to records as specified in subsection (d)(1)(A) above. This requirement is applicable to 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 also agrees to include access to records as specified above in all his or her contracts and all tier subcontracts or change orders in excess of \$25,000 that are directly related to project performance.
- 46.3 Audits shall be consistent in accordance with auditing standards generally accepted in the United States of America.
- 46.4 The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection (d)(1)(A) above. Where the audit concerns the Contractor, the auditing agency will 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.
- 46.5 The records required by subsection (d)(1)(A) above shall be maintained and made available during performance of the work under the loan agreement and for three 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 three years after resolution of the dispute, appeal, litigation, claim or exception.
- 46.6 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,

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competitively awarded, fixed price contract.

- 46.7 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.

47. COVENANT AGAINST CONTINGENT FEES

- 47.1 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 Village 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.

48. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

- 48.1 Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at www.downers.us/vss. The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED.

49. DEBARMENT AND SUSPENSION PROVISIONS

- 49.1 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, the "Certificate Regarding Debarment, Suspension and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order 12549 (Appendix A, Exhibit C), located at the end of the Bid & Contract Forms.

50. NON-SEGREGATED FACILITIES PROVISIONS

- 50.1 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, the certification of non-segregated facilities as prescribed by 18 USC 1001, located at the end of the Bid & Contract Forms.

51. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

- 51.1 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 provisions of federal, State and local law;
 - 2) All provisions of this Part 662 with respect to fraud and other unlawful or corrupt practices;

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and 3) All provisions of this Part 662 with respect to access to facilities, records and audit of records;

4) All provisions of subsection (d)(5) that require a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order 12549 (Appendix A, Exhibit C).

52. CONTRACTOR BANKRUPTCY

52.1 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.

53. REMEDIES

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

54. ACCESS

54.1 Every contract entered into by the loan recipient for construction work, and every sub-agreement, shall provide the Agency representatives with access to the work. The Contractor or subcontractor shall provide facilities for such access and inspection. The contract or sub-agreement shall also provide that the Agency or any authorized representative shall have access to any books, documents, papers and records that are pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

55. SEVERABILITY OF INVALID PROVISIONS

55.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

56. GOVERNING LAW

56.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

57. NOTICE

57.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

Village Manager
Village of Downers Grove
850 Curtiss St.
Downers Grove, IL 60515

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And to the Contractor as designated on the Contract Form.

58. AMENDMENT

58.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

59. COOPERATION WITH FOIA COMPLIANCE

59.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

60. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

60.1 If the work contemplated by this Contract is funded or financed in whole or in part with State Funds or funds administered by the State, Contractor agrees to comply with the terms of the Employment of Illinois Workers on Public Works Act by employing at least 90% Illinois laborers on the project. 30 ILCS 570/1 et seq. Contractor agrees further to require compliance with this Act by all of its subcontractors.

61. BIDDER CERTIFICATION

61.1 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, the certification of compliance with Article 33E to the “Criminal Code of 1961”, located at the end of the Bid & Contract Forms.

61. ILLINOIS ENVIROMENTAL PROTECTION AGENCY PROJECT REQUIREMENTS

62.1 Per the Illinois Environmental Protection Agency (IEPA) letter to the Village of Downers Grove dated January 10, 2023, the following are required:

- i) The October 14, 2021 letter issued from the Illinois Department of Natural Resources (IDNR) states that the project is located in the vicinity of the state listed threatened northern long-eared bat (*Myotis septentrionalis*). Due to the potential presence of the bat on the project site, IDNR recommends any tree removal should occur between November 1st and March 31st when this bat is likely hibernating off site. If these dates cannot be accommodated, a field visit should be performed by a qualified individual (biologist, forester, or others that have been trained accordingly) to determine if suitable trees are present to provide northern long-eared bat habitat. If suitable habitat trees are found within the project area, they should be clearly flagged and/or marked and shall not be cut between April 1st through October 31st when the bat is most likely to be present. These mitigative measures must be followed throughout the construction process.
- ii) Due to the project location near a floodway, a jurisdictional river or stream without a mapped floodway, and/or floodplain, Regional Permit #3 and Statewide Permit #8 must be followed throughout the construction process.
- iii) Nationwide Permit #58 (Utility Line Activities) must be followed throughout the construction process.

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Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other	Add OT	Add OT
						M-F	Sa	Su	Hol	HW						
ASBESTOS ABT-GEN	AII	ALL		50.15	51.15	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	AII	BLD		41.27	44.57	1.5	1.5	2.0	2.0	15.84	16.02	0.00	0.90		3.11	6.21
BOILERMAKER	AII	BLD		55.76	60.77	2.0	2.0	2.0	2.0	6.97	26.44	0.00	3.34	1.95	0.00	38.26
BRICK MASON	AII	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
CARPENTER	AII	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
CEMENT MASON	AII	ALL		52.00	54.00	2.0	1.5	2.0	2.0	17.81	23.00	0.00	1.15		2.00	4.00
CERAMIC TILE FINISHER	AII	BLD		47.09	47.09	1.5	1.5	2.0	2.0	13.00	16.82	0.00	1.09	0.00	5.17	10.34
CERAMIC TILE LAYER	AII	BLD		54.84	59.84	1.5	1.5	2.0	2.0	13.00	20.68	0.00	1.17	0.00	7.15	14.30
COMMUNICATION TECHNICIAN	AII	BLD		39.35	42.15	1.5	1.5	2.0	2.0	14.65	24.59	3.20	0.83	0.00	14.32	28.62
ELECTRIC PWR EQMT OP	AII	ALL		50.82	69.34	1.5	1.5	2.0	2.0	7.25	14.22	0.00	1.52	1.52	8.63	17.26
ELECTRIC PWR GRNDMAN	AII	ALL		39.04	69.34	1.5	1.5	2.0	2.0	7.25	10.93	0.00	1.17	1.17	6.63	13.27
ELECTRIC PWR LINEMAN	AII	ALL		61.09	69.34	1.5	1.5	2.0	2.0	7.25	17.10	0.00	1.83	1.83	10.38	20.76
ELECTRIC PWR TRK DRV	AII	ALL		40.46	69.34	1.5	1.5	2.0	2.0	7.25	11.33	0.00	1.21	1.21	6.87	13.75
ELECTRICIAN	AII	BLD		47.16	51.41	1.5	1.5	2.0	2.0	14.65	28.19	7.36	1.20		18.39	36.76
ELEVATOR CONSTRUCTOR	AII	BLD		67.84	76.32	2.0	2.0	2.0	2.0	16.18	20.96	5.42	0.75		0.00	0.00
FENCE ERECTOR	NE	ALL		51.00	53.00	1.5	1.5	2.0	2.0	13.74	18.32	0.00	0.75		0.00	0.00
GLAZIER	AII	BLD		51.55	53.05	1.5	2.0	2.0	2.0	15.64	26.18	0.00	2.27	0.00	0.00	0.00
HEAT/FROST INSULATOR	AII	BLD		55.02	58.32	1.5	1.5	2.0	2.0	15.84	19.01	0.00	0.90		4.60	9.20
IRON WORKER	AII	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
LABORER	AII	ALL		50.15	50.90	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
LATHER	AII	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
MACHINIST	AII	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	AII	ALL		39.50	53.55	1.5	1.5	2.0	2.0	12.70	22.32	0.00	0.73	0.00	2.88	5.76
MARBLE SETTER	AII	BLD		51.00	56.10	1.5	1.5	2.0	2.0	12.70	24.01	0.00	0.92	0.00	3.73	7.45
MATERIAL TESTER I	AII	ALL		40.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
MATERIALS TESTER II	AII	ALL		45.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

DuPage County Prevailing Wage Rates posted on 1/15/2025

MILLWRIGHT	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	1	60.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	2	59.50	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	56.95	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	4	55.20	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	5	64.55	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	6	61.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	7	63.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT		50.50	50.50	1.5	1.5	2.0	2.0	23.95	21.40	2.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	1	59.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	2	58.45	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	3	56.40	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	4	55.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	5	53.80	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	6	62.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	7	60.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		57.51	60.51	2.0	2.0	2.0	2.0	14.31	26.50	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		53.05	55.05	1.5	1.5	1.5	2.0	16.08	9.90	0.00	1.65	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		45.49	51.09	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
PIPEFITTER	All	BLD		57.00	60.00	1.5	1.5	2.0	2.0	13.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		52.00	55.12	1.5	1.5	2.0	2.0	12.70	24.23	0.00	1.18	0.00	4.22	8.43
PLUMBER	All	BLD		58.55	62.05	1.5	1.5	2.0	2.0	17.75	17.74	0.00	1.83		0.00	0.00
ROOFER	All	BLD		50.25	55.25	1.5	1.5	2.0	2.0	11.98	17.34	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		56.35	60.86	1.5	1.5	2.0	2.0	15.41	19.83	0.00	1.79	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		60.00	62.75	1.5	1.5	2.0	2.0	14.95	19.40	0.00	1.10	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
SURVEY WORKER	All	BLD		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00

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SURVEY WORKER	All	HWY		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
TERRAZZO FINISHER	All	BLD		48.94	48.94	1.5	1.5	2.0	2.0	13.00	18.42	0.00	1.11	0.00	4.22	8.44
TERRAZZO MECHANIC	All	BLD		52.85	56.35	1.5	1.5	2.0	2.0	13.00	19.81	0.00	1.15	0.00	4.47	8.94
TRAFFIC SAFETY WORKER I	All	HWY		42.10	43.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	All	HWY		43.10	44.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	44.06		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	44.21		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.41		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.61		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TUCKPOINTER	All	BLD		51.53	52.53	1.5	1.5	2.0	2.0	10.05	22.66	0.00	1.15	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

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Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri.
The number

listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars,

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epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor

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Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 75 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

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(Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 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.; Forklift Trucks; Grouting Machine; 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.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER – FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors 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, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls 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, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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Class 4. Six axle trucks; 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.

SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

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"General Decision Number: IL20250011 01/03/2025

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:	. 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:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the	

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	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

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
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Carpenter and Piledriver.....	\$ 52.01	38.86
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 CARP0790-003 05/01/2024

DE KALB COUNTY

	Rates	Fringes
CARPENTER.....	\$ 47.60	37.12

 CARP0790-004 05/01/2024

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

	Rates	Fringes
CARPENTER.....	\$ 47.60	37.12

 CARP0792-003 05/01/2024

BOONE COUNTY

	Rates	Fringes
CARPENTER.....	\$ 50.00	34.72

 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 06/03/2024

KANE (Northern Half) and McHENRY (All) COUNTIES

	Rates	Fringes
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Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

ELECTRICIAN.....	\$ 55.99	41.00
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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 06/03/2024

BOONE (All) & DEKALB (Remainder) COUNTIES

Rates	Fringes
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Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

ELECTRICIAN.....	\$ 58.00	42.48
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ELEC0461-006 06/03/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 57.32	41.10

ELEC0701-001 06/03/2019

DUPAGE COUNTY

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

ENGI0150-015 06/01/2024

BOONE and DE KALB COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 52.40	49.50
Group 2.....	\$ 51.85	49.50
Group 3.....	\$ 50.55	49.50
Group 4.....	\$ 49.10	49.50
Group 5.....	\$ 47.65	49.50

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

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

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

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

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

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

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

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

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

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

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

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

Structural and Reinforcing..	\$ 59.26	45.10
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IRON0063-003 06/01/2024

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

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 57.51	42.81

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 06/01/2022

DUPAGE COUNTY

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

	Rates	Fringes
LABORER (SEWER CONSTRUCTION)		
GROUP 1.....	\$ 47.40	33.16
GROUP 2.....	\$ 47.53	33.16
GROUP 3.....	\$ 47.63	33.16
GROUP 4.....	\$ 47.75	33.16
GROUP 5.....	\$ 47.40	33.16

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; Jackhammers; 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 06/01/2022

DU PAGE COUNTY

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 lbs.....	\$ 48.40	33.16
16 - 20 lbs.....	\$ 48.90	33.16
21 - 26 lbs.....	\$ 49.40	33.16
27 - 33 lbs.....	\$ 50.40	33.16
34 lbs and over.....	\$ 51.40	33.16
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 47.40	33.16
GROUP 2.....	\$ 47.53	33.16
GROUP 3.....	\$ 47.63	33.16

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

GROUP 4.....	\$ 47.75	33.16
GROUP 5.....	\$ 47.40	33.16

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

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

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,

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

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 06/01/2022

WILL COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 47.40	33.16
GROUP 2.....	\$ 47.75	33.16
GROUP 3.....	\$ 47.40	33.16
GROUP 4.....	\$ 47.75	33.16
GROUP 5.....	\$ 47.60	33.16
GROUP 6.....	\$ 47.75	33.16
GROUP 7.....	\$ 47.60	33.16

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

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

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

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

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

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 06/01/2022

BOONE, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 47.40	33.16
GROUP 2.....	\$ 47.68	33.16
GROUP 3.....	\$ 47.68	33.16

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

GROUP 4.....	\$ 47.68	33.16
GROUP 5.....	\$ 47.63	33.16
GROUP 6.....	\$ 47.75	33.16
GROUP 7.....	\$ 47.75	33.16
GROUP 8.....	\$ 47.40	33.16
GROUP 9.....	\$ 48.40	33.16

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

LAB00152-003 06/01/2022

LAKE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 47.40	33.16
GROUP 2.....	\$ 47.48	33.16
GROUP 3.....	\$ 47.40	33.16

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

GROUP 4.....	\$ 47.63	33.16
GROUP 5.....	\$ 47.60	33.16
GROUP 6.....	\$ 47.60	33.16

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

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

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

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

PLAS0803-001 08/01/2010

DUPAGE COUNTY

	Rates	Fringes
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

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

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

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.

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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

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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

TEAM0325-004 06/01/2024

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles.....	\$ 45.47	25.70
4 Axles.....	\$ 45.62	25.70
5 Axles.....	\$ 45.82	25.70
6 Axles.....	\$ 45.93	25.70

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; Forklifts 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

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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 -

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

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

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

the front

TEAM0673-003 06/01/2024

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 44.06	0.25+a
4 AXLES.....	\$ 44.21	0.25+a
5 AXLES.....	\$ 44.41	0.25+a
6 AXLES.....	\$ 44.61	0.25+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

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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 04/01/2023

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,

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barricades, crash barrels	
and glare screens, traffic	
control surveillance, the	
repair and maintenance	
trucks, cars, arrow	
boards, message signs,	
barricade and sign	
fabrication equipment.....\$ 40.10	20.95

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

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

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

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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

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

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

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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"

III. GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

1.1 The following standards shall govern the construction of the proposed improvements:

1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Eighth Edition, 2020 (the Water & Sewer Specs.); and

1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2022; along with Supplemental Specifications and

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

Recurring Special Provisions as adopted by the Illinois Department of Transportation, January 1, 2025 (collectively the “SSRBC”); and

1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised January 2017.

1.1.4 Standard Detail Drawings, Village of Downers Grove, Illinois revised January 2019.

1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.

1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the Standard Specifications are hereby suspended.

2. COOPERATION OF CONTRACTOR

2.1 The Contractor will be supplied with a minimum of two (2) sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.

2.2 The Contractor shall assign a superintendent for the work per Sections 105.06 and 108.06 of the SSRBC and as amended herein. The Contractor’s superintendent shall be involved in the work to the extent necessary to prosecute the work per the Contract. Furthermore, the superintendent shall be required to attend weekly progress meetings, provide two-week schedules of expected construction activities, provide updated overall construction schedules and, if required by the Engineer, acknowledge and sign IDOT Form BC-239 Weekly Report of Resident. The Contractor shall not replace the superintendent without prior written notification to the Village.

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

3.1 Section 107 of the SSRBC shall govern the Contractor’s legal regulations and responsibility to the public, with the following additions:

3.1.1 **PROJECT SAFETY.** Add the following to Article 107.28:

3.1.1.1 The Contractor shall conduct their work in such a manner as to provide an environment consistent with the safety, health, and well-being of those engaged in the completion of the Work specified in this Contract.

3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and/or regulations of the Occupation Safety and Health Administration (OSHA) and Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA’S SUBPART P – EXCAVATIONS STANDARD.

3.1.1.3 The Contractor and Village shall each be responsible for their own respective

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agents and employees.

- 3.1.1.4 The Contractor shall, prior to performing any work, request information from the Village regarding any existing confined spaces owned by the Village that may be entered in the course of the work, and shall obtain all required confined space entry permits prior to entering any confined spaces. Contractor shall follow all current laws and regulations with regard to confined space entry. Contractor shall maintain and, upon request, provide full documentation of compliance with the appropriate confined space permits for each separate confined space entered on the project.
- 3.1.3 **OVERWEIGHT, OVERWIDTH, AND OVERHEIGHT PERMITS.** The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.
- 3.1.4 **BARRICADES AND WARNING SIGNS.** The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

4. PROSECUTION AND PROGRESS

- 4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:

- 4.1.1 The Contractor shall schedule their work such that all improvements shall be complete by **November 28th, 2025**. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.
- 4.1.2 The total duration of disturbance for work related to means of public egress through the project site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed ten (10) calendar days. The Contractor may use high-early strength concrete, meeting all specifications herein, **at their own expense** to help meet this requirement.
- 4.1.3 The Contractor shall also make special note of the following work schedule requirements:
 - 4.1.3.1 After installation of HMA base course on any street, the contractor will have two weeks to grind butt joints, prep, and install surface course on that street.

Village of Downers Grove – Water Main Improvements Contract B (WA-028B)

- 4.1.3.2 For the period prior to turf restoration, Contractor shall properly backfill, compact, and grade all disturbed areas within 5 calendar days of their completion. If conditions for sod placement fall outside of the specifications, no topsoil shall be placed until conditions are suitable for sod installation, per the Special Provisions.
- 4.1.4 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1, 4.1.2, or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC. In addition, the Contractor shall be liable for additional costs incurred by the Village due to the delay for construction engineering services, which shall be deducted from the value of work completed.
- 4.1.5 Upon substantial completion of the project, the Engineer will deliver to the Contractor a punch list as well as a due date for completion of the punch list. If the Contractor fails to complete the punch list by the stated punch list completion date, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.
- 4.1.6 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.
- 4.1.7 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.
- 4.1.8 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

5. MEASUREMENT AND PAYMENT

- 5.1 Section 109 of the SSRBC shall govern measurement and payment, with the following additions:

- 5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)
- 5.1.2 The Village will require that partial and final affidavits for all labor, materials, and equipment used on the Project and certified payroll records, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials, and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor

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must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors MUST accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

- 5.1.3 For each progress payment made to the Contractor prior to acceptance of the Work by the Village, the Village shall have the right to retain ten percent (10%) of the amount due to the Contractor for each such payment. The Village may, in its sole discretion, reduce the amount to be retained at any time.

Typically, upon completion of 50% of the work, as determined by the Engineer, retainage may be reduced to 5%. Upon substantial completion, as determined by the Engineer, retainage may be reduced to 2%. Additionally, the Village has the right to withhold an amount of money equivalent to complete unfinished work and/or work that may need to be redone.

6. SCOPE OF WORK

- 6.1 In addition to the Special Provisions in the Detailed Specifications Section below, Section 104 of the SSRBC shall govern scope of work, with the following revisions:

- 6.1.1 Modify Article 104.02 as follows:

104.02 Alterations, Cancellations, Extensions, Deductions, and Extra Work.

The Department reserves the right to make, in writing, at any time during work, changes in quantities, alterations in work, and the performance of extra work to satisfactorily complete the project. Such changes in quantities, alterations, and extra work shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If alterations or changes in quantities do not significantly change the character of the work to be performed under contract, the altered work will be paid for as provided elsewhere in the contract. The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction ~~or when a major item, defined as an item whose total original contract cost plus any additions exceeds ten percent of the total original contract amount, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.~~

All alterations, cancellations, extensions, and deductions shall be authorized in writing by

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the Engineer before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item. The Contractor shall accept payment for alterations which result in an increase or decrease in the quantities of work to be performed according to the following.

(a) All increases in work of the type which appear in the contract as pay items accompanied by unit prices will, except as provided under paragraph (d) herein, be paid for at the contract unit prices. Decreases in quantities included in the contract will be deducted from the contract at the unit bid prices. No allowance will be made for delays or anticipated profits.

(b) Major items of work for which the quantities are increased ~~by not more than 125 percent~~ or reduced to not less than 75 percent of the original contract quantities OR DECREASED will be paid for as specified in paragraph (a) above. ~~Any adjustments for increased quantities for major items of work increased more than 125 percent shall only apply to that portion in excess of 125 percent of original contract quantities. Any adjustments made for major items of work which are decreased to less than 75 percent of the original contract quantities shall apply to the actual amount of work performed.~~

(c) Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for according to Article 109.04.

(d) Extra work for which there is a pay item at unit price in the contract which for any one or more of the following reasons materially increases or decreases the cost of the pay item as bid and which is not included in the prices bid for other items in the contract will be paid for according to Article 109.04. This includes:

- (1) Work involving a substantial change of location.
- (2) Work which differs in design.
- (3) Work requiring a change in the type of construction.

(e) In cases where the Department cancels or alters any portion of the contract items, items which are partially completed will be paid for as specified in Article 109.06.

Claims for extra work which have not been authorized in writing by the Engineer will be rejected.

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IV. SPECIAL PROVISIONS

The following Special Provisions shall modify, supersede, or supplement the Standard Specifications referred to in Section III - General Provisions.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *supplemented* by any of the following paragraphs, the provisions of such section, subsection, paragraph, or subparagraph shall remain in effect. The Special Provisions shall govern in addition to the particular Standard Specification so supplemented, and not in lieu thereof.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *amended, voided, or superseded* by any of the following paragraphs, any provision of such section, subsection, paragraph, or subparagraph standing unaffected, shall remain in effect. The Special Provisions shall govern in lieu of any particular provision of the Standard Specification so amended, voided, or superseded, and not in addition to the portion changed.

SP-1 SCOPE OF WORK

This project shall consist of the installation of approximately 3,480 LF of 8" DIP water main and associated fire hydrants, installation of 47 residential water services, installation of 3 commercial water services, asphalt patching and resurfacing, curb and gutter removal and replacement, sidewalk removal and replacement, driveway apron removal and replacement, and all other collateral work such as erosion control and parkway restoration.

SP-2 GENERAL CONSTRUCTION REQUIREMENTS

The following general requirements are intended to govern the overall priority for the performance of the work described in this contract. As general requirements, they are not intended to dictate to the Contractor the precise method by which these tasks shall be performed.

No more than three hundred linear feet (300 LF) of pavement may be open-cut and closed to use by the motoring public. Access to all individual drives within the current work zone must be restored at the end of each workday except when access is subject to placement of and curing of concrete pavement, sidewalk and/or curb and gutter. In such case, the Contractor shall provide the Engineer a daily schedule of construction activities impacting access.

The Contractor shall maintain traffic flow on ALL STREETS during the day in accordance with the applicable special provision, unless stated otherwise by a Village-approved traffic control plan. Adequate signing and flagging is of particular importance for safe travel of all residents.

Protection of Work

The Contractor shall be responsible to provide personnel to protect their work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule their work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Cleaning Up

The Contractor shall, at all times, keep the premises free from an accumulation of waste material or rubbish caused by their employees or work. At the end of the day, they shall remove all their rubbish from and about the streets and sidewalks. All their tools, form boards, and surplus materials shall be removed and

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relocated to any temporary on site storage location assigned by the Village or its Engineer, and shall leave their work "broom clean" or its equivalent, unless more precisely defined. Upon completion of the work called for by the contract, and upon final inspection and acceptance, the Contractor shall remove any of their remaining rubbish, tools, form boards, and surplus materials completely from the work site.

In case of dispute, the Village may remove the rubbish and any other materials and charge the cost to the Contractor.

SP-3 PRECONSTRUCTION VIDEOTAPING

Description: This work shall consist of furnishing all materials and labor required to perform a videotape survey of the construction limits, adjacent right-of-way, and adjacent structures bordering the work. This shall include, but not be limited to, existing buildings, garages, pavements, curb and gutter, sidewalks, fences, trees, and landscaping. Two (2) copies of the videotape shall be furnished to the Village on a flash drive. Videotaping shall be performed by a reputable company meeting the approval of the Village, in the presence of a representative of the Village, and shall be performed prior to the commencement of construction. The videotape survey shall serve as a basis for establishing damage that has occurred as a result of construction operations.

Basis of Payment: This work will be paid for at the contract **LUMP SUM** price for:

PRECONSTRUCTION VIDEOTAPING,

which price shall be payment in full for the work as specified herein.

SP-4 CONSTRUCTION STAKING AND RECORD DRAWINGS

Description: Section 5-7 of the Water and Sewer Specs shall be replaced in its entirety by the following:

The Contractor shall furnish and place all construction layout stakes for this project. Competent personnel with suitable equipment shall conduct this work, supervised by a licensed Illinois Land Surveyor. The Contractor shall be responsible for having the finished work conform substantially to the lines, grades, elevations, and dimensions shown on the plans.

The Contractor shall provide adequate control points to construct the individual Project elements, and shall provide the Engineer with adequate control in close proximity to check the compliance of the elements constructed.

The Contractor shall record all field notes in standard survey field notebooks and those books shall become the property of the Village at the completion of the Project. All notes shall be neat, orderly, and in an accepted format.

Prior to final payment and within 28 calendar days of substantial completion, as determined in section III.4.1.1, the Contractor shall provide the Village with record drawings showing the elevations of all constructed storm and sanitary sewer manholes, catch basins, inlets, clean-outs, and any other structures defined by the Engineer as part of the project, including all rim elevations, and invert elevations of all pipes. Rim elevation of all curb structures shall be taken at the flowline of the gutter. Significant changes to the design plans shall also be depicted. Red-lined plans or electronically-generated as-built plans are acceptable. Digital copies of as-built drawings must also be provided (TIF files or approved equal), along with two full-sized paper copies. All work related to generating the as-built drawings shall be supervised

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by a licensed Illinois Land Surveyor.

Basis of Payment: This work will be paid for at the contract **LUMP SUM** price for:

CONSTRUCTION STAKING AND RECORD DRAWINGS,

which price shall be payment in full for the work as specified herein.

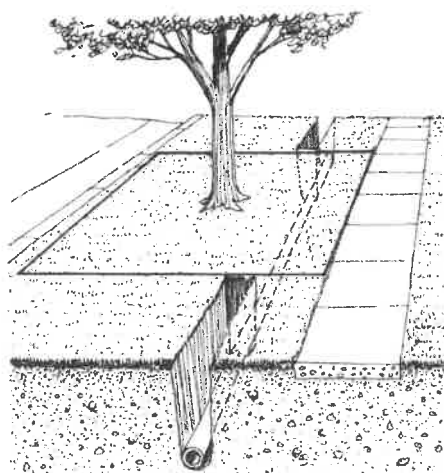
SP-5 TREE PROTECTION

Description: Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-106 and 24-107 detail the public parkway tree protection sizes and fines for violations. The Village Forester shall approve all tree protection measures and any deviations. All tree protection measures and any deviations shall be noted in the contract specifications and on approved project plan sheets and permits using the guidelines listed below.

Tree protection shall include avoiding damage to the above ground tree branches and trunk, and the below ground root system and surrounding soil. Tree crowns and trunks shall not suffer any branch or bark loss. Roots shall be protected from compaction, storage of materials, severing, regrading of the parkway, or excavation unless specifically noted on the project plan sheets.

The Critical Root Zone, or CRZ, is the area immediately surrounding a tree that must be protected from damage. In a municipal parkway setting with utilities and paved or concrete surfaces, the size of the CRZ has been adjusted to form a rectangle around the parkway tree trunk with minimum dimensions listed in the following table. The depth of the CRZ extends to 4 feet below the natural ground surface level.

Parkway <u>Tree diameter at 4.5'</u>	Width street to property <u>(min. curb to sidewalk)</u>	Length along street <u>street (minimum)</u>	<u>Depth</u>
0 – 12.0 inches	10.0 feet	10 feet	4 feet
12.1 – 24.0 inches	10.0 feet	20 feet	4 feet
24.1 or more inches	10.0 feet	30 feet	4 feet



For projects that involve excavations of less than one (1) foot in depth in the parkway or street and are

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replacing structures in the same location, fencing of the public parkway trees shall not be required. Example projects include, but are not limited to, street pavement resurfacing, curb removal/replacement, driveway removal/replacement, or sidewalk removal/repairs or new sidewalk installations. Contractors shall be mindful of the CRZ dimensions and potential for fines if any parkway trees suffer any unauthorized damage as determined by the Village Forester.

For projects that involve excavations of one (1) or more feet in depth in the parkway or street or both, fencing of the public parkway trees shall be required. Example projects include, but are not limited to, watermain replacements with new roundway keystops and domestic service box installations, sanitary line replacements and new service connections, new or replacement natural gas services, new or replacement phone or fiber optic lines, or new or replacement storm sewers, or projects that widen roads which in turn decreases the parkway soil volume around public parkway trees.

Projects that require fencing (listed above) shall fence the public parkway trees with six (6) foot high chain link construction fence secured to metal posts driven in the ground which are spaced no further than ten (10) feet apart. The dimensions of the fence shall depend on the tree diameter size and shall follow the table listed for the CRZ above, or as large as practical dependent on driveways and other field conditions. The fenced rectangle shall have three (3) sides with the opening facing the adjacent residences for easy access for mowing or tree care. Under no circumstances shall any items be stored within the fence. All fence shall be maintained daily in an upright good condition. The size and location of all fencing shall be shown on the project plan sheets.

To avoid damage to the CRZ, utilities must be augered underneath the public parkway trees. Excavation pits for augering equipment are to be outside the fenced area and are to be shown on the project plan sheets. Excavation pits for roundway keystops and domestic service boxes are to be as small as practical with excavation occurring in a direction away from the adjacent public parkway tree.

In cases when severing of roots within a portion of the CRZ may be unavoidable (ex. sidewalk installation, curb replacement, water or sanitary service replacement), subject to the approval of the Village Forester, sharp clean cuts shall be made on root ends to promote wound closure and root regeneration. Root pruning and excavation activities shall occur such that the smallest volume of soil and roots is disturbed, and the locations shall be shown on the project plan sheets.

In addition to fines and citations that may be assessed for violations of any Chapter 24 of the Municipal Code (such as not maintaining fencing around the CRZ or unauthorized removal of protected trees), the contractor may be subject to the following provisions:

- issuance of an invoice for the value or partial value of the tree lost due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
- costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
- fines of \$500 for the 1st offense; \$1,000 for the 2nd offense; \$2,500 for the 3rd and subsequent offenses.
- each day during which a violation continues shall be construed as a separate and distinct offense.

The value or partial value of the tree lost shall be determined by the Village Forester using the most current edition of the Guide for Plant Appraisal (prepared by the Council of Tree & Landscape Appraisers and the International Society of Arboriculture) and the most current edition of the Species Ratings & Appraisal Factors for Illinois (prepared by the Illinois Arborist Association). The total cost determined for the damage

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shall be deducted from the payments made to the Contractor for the project. Should the Village hire another Contractor or tree service to complete pruning work, these costs shall also be deducted from the payments made to the Contractor.

Basis of Payment: This work will be paid for at the contract unit price per **FOOT** for:

TREE PROTECTION,

which price shall be payment in full for the work as specified herein, except tree removal as defined by the standard specifications, which will be paid for separately.

SP-6 TREE ROOT PRUNING

Description: All trees, public or private, affected by new sidewalk installation within its root protection zone, shall be root pruned prior to any excavation taking place. Root pruning shall be performed in accordance with the Tree Protection Zone detail of the Plans, and shall be done only to the depth of the excavation necessary for installing the new sidewalk. Root pruning shall start and proceed uninterrupted for the length of travel through the root protection zone. Root pruning shall be made no more than ten inches (10”) from the tree-side edge of the proposed sidewalk.

Approval by the Village Forester of the equipment to be used for root pruning, as well as the proposed path of the root pruning work, is required prior to the work being performed. The Engineer or his representative shall permit no excavation until written approval is obtained by the Contractor from the Village Forester. No materials or equipment may be stored or kept in the Tree Protection Zone. Tree damage, as determined by the Village Forester, shall be assessed to the Contractor using the most recent edition of the Guide for Plant Appraisal, published by the International Society of Arboriculture.

Basis of Payment: This work shall be paid for at the contract unit price per **EACH** for:

TREE ROOT PRUNING,

which price shall be payment in full for the work as specified herein and as measured in place.

SP-7 TREE PRUNING

Description: This work shall consist of pruning branches, for aesthetic and structural enhancement, of existing trees as shown on the plans or as directed by the Engineer. All pruning shall be done according to ANSI A300 (Part 1) – Pruning standard.

All trees designated to be saved shall be protected during clearing and subsequent construction operations. Overhanging limbs shall be pruned or cut off to provide a minimum vertical clearance of seven (7) feet from the finished surface.

Basis of Payment: Tree pruning will be paid for at the contract unit price per **EACH** tree for:

TREE PRUNING

which price shall be payment in full for all work as specified herein.

SP-8 ACCESS AND WATER SHUT-OFF NOTIFICATION

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Description: If access to a driveway will be blocked, or water will be turned off, the Contractor shall give that resident or business proper written notification at least 24 hours in advance. The Contractor must provide them the opportunity to remove their cars from the drive or make other arrangements, and prepare for any shutdown of the water system. Samples of written notices shall be submitted to the Engineer for approval.

In addition, the Contractor shall be responsible for notifying the resident or business verbally on the morning of any driveway closure, to ensure awareness of the lack of access.

Basis of Payment: This work shall be considered **INCIDENTAL** to the project.

SP-9 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

Description: This item shall include the furnishing, installing, maintaining, relocating, and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 and Section 701 of the Standard Specifications and included Highway Standards. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices and as indicated on the Traffic Control Plan. No waiving of these requirements will be allowed without prior written approval of the Engineer.

The Contractor shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such circumstances may include, but not be limited to, work performed along the route under construction, road closures for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work. The Contractor shall ensure that work zone in question is properly signed, barricaded, and otherwise marked.

The Contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations shall be protected by Type I barricades equipped with working bi-directional flashing lights at each end of the excavation, as well as at 50-foot intervals between ends for excavations greater than 50 feet in length and weighted down by **one sandbag per each barricade**. All street closures shall be protected by Type III barricades equipped with working bi-directional flashing lights and weighted down by **eight sandbags per each barricade**.

The Contractor shall plan the work not to leave any open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.

In the event that one direction of vehicular travel must be closed, the Contractor shall use certified flaggers (minimum of two) to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the lane closures, and shall issue written authorization prior to closure. Presence of certified flaggers shall be required anytime the contractor's activities may impede the designated flow of traffic.

In the event that both directions of vehicular travel must be closed, the Contractor shall set up a detour route to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and shall issue written authorization prior to closure. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.

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The Contractor shall maintain their operations in a manner such that traffic flow shall not be substantially impeded during the construction of the proposed improvements. Where traffic must cross open trenches during a given work day, the Contractor shall provide steel plates at street intersections and driveways. Prior to the end of a given work day, the pavement surface shall be temporarily restored.

No open excavation may be left overnight or on the weekend without the express written permission of the Engineer.

As the condition and location of the work changes, the Contractor shall maintain all traffic control devices and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or proper for the situation ahead shall be covered or taken down. Barricading and signage shall be monitored by the Contractor on a daily basis to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.

In the event public sidewalk must be closed, the Contractor shall provide SIDEWALK CLOSED AHEAD signs adjacent to the closure and at the nearest intersections to the closure. If the closure occurs an intersection, the Contractor shall provide SIDEWALK CLOSED USE OTHER SIDE signs at the corner(s) opposite the closed sidewalk.

Access to all properties shall remain open at all times unless work is taking place in the immediate vicinity, requiring that access be restricted on a temporary basis. Full access must be restored immediately upon the completion of any work blocking said access, and full access must be restored to all properties over weekends and legal holidays unless approved by the Engineer. Special consideration to hours and location of work near school shall be made to allow for full and safe access during normal student arrival and departure schedules. The Contractor is responsible for all traffic control and this item is incidental to the cost of the overall contract work.

The Contractor shall provide a name and phone number of a responsible party capable of providing emergency service, 24 hours per day, for the duration of the Project.

DEFICIENCY CHARGE:

The primary concern of the Village is to maintain a safe travel way for the public and a safe environment for the work in the construction zone. The Contractor is expected to comply with the Standard Specifications, contract plans, the Special Provisions, and directions from the Engineer concerning traffic control and protection. The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall immediately respond correcting traffic control deficiencies by dispatching workers, materials, and equipment to correct such deficiencies.

Failure to comply with the Contract or as directed by the Engineer as it relates to corrections or modifications to the traffic control and protection will result in a deduction of either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater, in accordance with Article 105.03. This charge is separate from the cost of any corrective work ordered. The Contractor shall not be relieved of any contractual responsibilities by the Village's actions.

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Basis of Payment: This work shall be paid for at the contract **LUMP SUM** price for:

TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS,

which price shall be payment in full for the installation and maintenance of proper traffic control to protect the work and public for the duration of the Project.

SP-10 STREET SWEEPING AND DUST CONTROL

Description: All roadway surfaces shall be kept free of dirt, mud, dust, and debris of any kind throughout every phase of the project. Dirt, mud, dust and debris of any kind shall be removed from the roadway surface to the satisfaction of the Engineer by any one or combination of the following: approved mechanical sweeping equipment, manual labor, or other approved techniques.

Whenever ordered by the Engineer, especially for locations subject to a particularly high volume of traffic, the Contractor shall mechanically sweep the work site.

Basis of Payment: This work will be paid for at the contract unit price per **HOUR** for:

STREET SWEEPING AND DUST CONTROL,

which price shall be payment in full for the work as specified herein.

SP-11 EROSION AND SEDIMENTATION CONTROL

Description: Throughout each and every phase of the project, all downstream ditches and storm sewers shall be protected from the run-off of roadway surfaces, excavations, and other construction activities generating the movement of dirt, mud, dust, and debris. This work shall consist of constructing temporary erosion and sedimentation control systems as shown on the plans or as directed by the Engineer. The work shall be placed by methods and with materials in accordance with Sections 280, 1080, and 1081 of the SSRBC, except as amended herein.

All downstream ditches shall be protected from erosion and sedimentation by the installation of an Engineer-approved compost filter sock. Piles of excavated material and/or trench backfill material, allowed to be in place in excess of three days, shall be protected against erosion and sedimentation runoff by use of a compost filter sock. Storm sewer inlet structures or manholes shall be protected by temporary placement of filter baskets or compost filter socks as authorized in the field by the Engineer.

Erosion and sedimentation control measures as indicated in the Erosion Control Plan, or as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site. All erosion and sedimentation control items must reference and be in accordance with the SWPPP standards and documentation. All contractors will be required to sign a document acknowledging this procedure. Any specific work done by each Contractor must comply with any SWPPP regulations. If erosion control items are deemed by the Engineer to not be in compliance and need to be replaced or repaired due to construction activities of each Contractor following the installation of initial erosion and sediment control items, these items shall be incidental to each Contractors' overall contract work.

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Perimeter Erosion Barrier: Work shall consist of supplying, placement, maintenance, and removal of compost filter socks as shown on the plans or as directed by the Engineer.

Inlet Filters: Work shall consist of supplying, installing, maintaining/cleaning, and removal of inlet filters as shown on the plans or as directed by the Engineer. Inlet filters shall be ADS FLEXSTORM CATCH-IT IL Inlet Filters, or approved equal.

Concrete Washout. This shall be INCIDENTAL to the project and must follow all SWPPP requirements.

Basis of Payment: This work will be paid for at the contract EACH price for:

PERIMETER EROSION BARRIER

and

INLET FILTERS,

which price shall be payment in full for the work as specified herein.

SP-12 TRENCH BACKFILL

Description: All trenches and excavations under or within 2' of paved areas or structures, as shown on plans or as directed by the Engineer in the field, will require aggregate Trench Backfill.

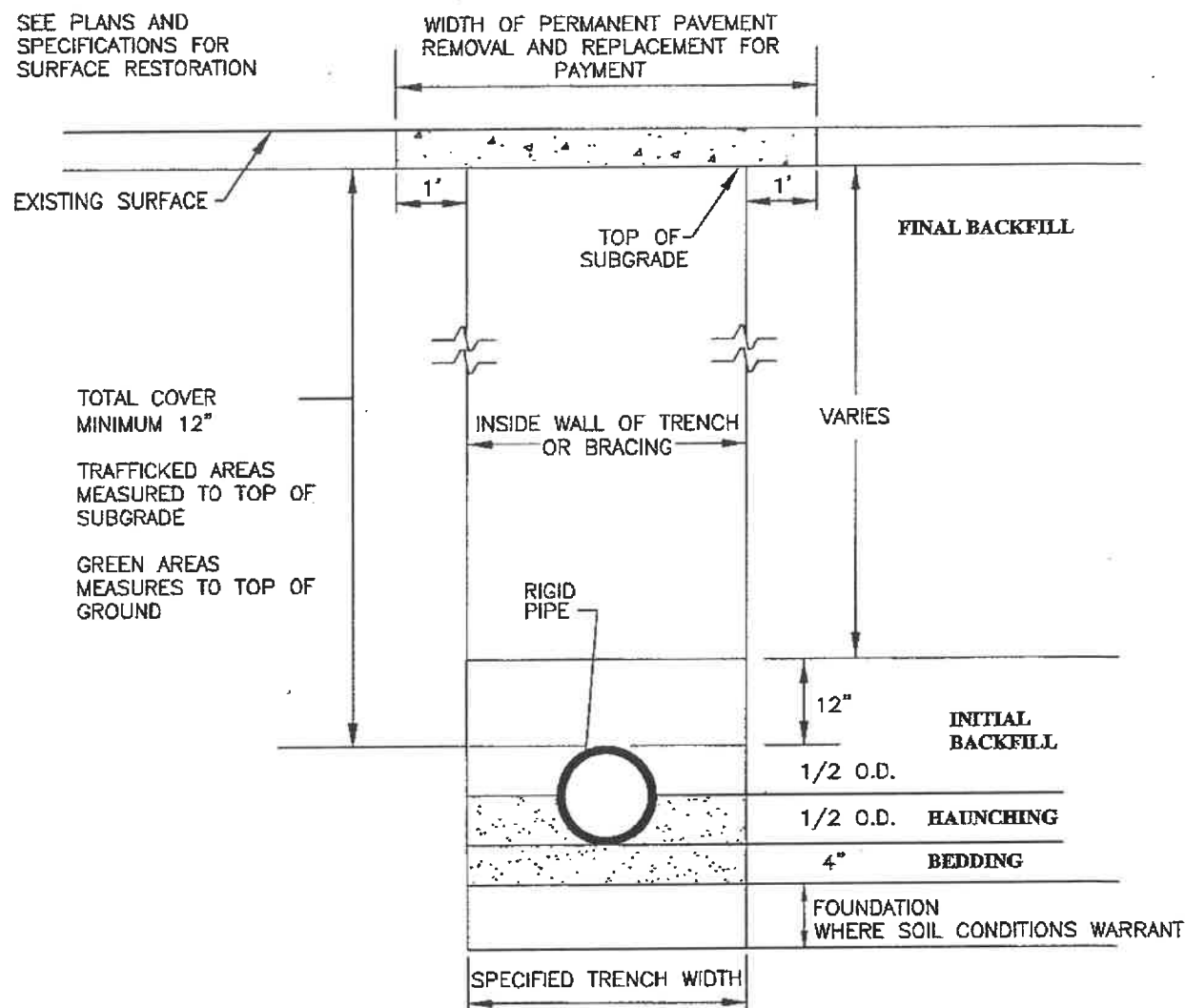
Materials: Trench Backfill, as defined in the Water and Sewer Specs, shall consist of Final Backfill, Initial Backfill, Haunching, and Bedding (see detail within this special provision). Allowable aggregate gradations, as defined in Sections 1003 and 1004 of the SSRBC, shall be as follows:

- Final Backfill: CA-6 or FA-6
- Initial Backfill: CA-6 or FA-6
- Haunching: CA-7
- Bedding: CA-7

All trench backfill material shall be placed and compacted in accordance with Section 550.07 of the SSRBC. Per the SSRBC, compaction Method 3 (jetting) of Initial Backfill and Final Backfill shall not be used with CA-6 material. Compaction Method 3 (jetting) of Initial Backfill and Final Backfill shall only be used with FA-6 material. Per the SSRBC, trench backfill material that has been compacted with Method 3 (jetting) shall be allowed to settle and dry for at least 10 days before any pavement or structure is placed above it.

All backfilling shall be done in accordance with Section 20-4.06 of the Water and Sewer Specs. All trenches and excavations not under or within 2' of paved areas or structures shall be backfilled by any acceptable method which will not dislodge or damage the pipe, or cause bridging action in the trench. In turf areas, Trench Backfill shall consist of Initial Backfill, Haunching, and Bedding and the balance of the backfill may be approved excavated material.

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Basis of Payment: Payment shall be made for the furnishing and placement of Final Backfill only as defined in the Water and Sewer Specs. Furnishing and placement of Bedding, Haunching, and Initial Backfill shall be considered incidental to the contract price for installation of the utility pipe. Final Backfill will be measured in cubic yards in place, except that the quantity for which payment will be made shall not exceed the volume of the trench as computed by using the maximum width of trench permitted by the SSRBC. Trench Backfill material exceeding of the maximum quantity herein specified shall be furnished by the Contractor at their own expense. Disposal of the surplus excavated material that is replaced by Trench Backfill shall be incidental to payment for Trench Backfill. This work will be paid for at the contract unit price per **CUBIC YARD** for:

TRENCH BACKFILL,

which shall be payment in full for the work as specified herein and as measured in place.

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SP-13 TEMPORARY SURFACE OVER TRENCH - AGGREGATE (CA-6), 6"

Description: This work shall consist of construction, maintenance, and removal of an aggregate surface course for temporary roads and approaches as specified in Section 107.09 of the SSRBC.

Aggregate surface shall be constructed in accordance with the applicable portions of Section 402 of the SSRBC, except that the equipment required for the work will be as directed by the Engineer.

Maintenance shall consist of placing and compacting additional aggregate of the same type and gradation as the surface aggregate.

Aggregate used for temporary access shall be of CA-6 gradation and shall meet the requirements of Section 1004.04 of SSRBC, except the use of crushed concrete and slag will not be allowed. The top portion of the temporary aggregate surface will be capped with four inches (4") of **bituminous grindings** to assist with dust control.

When the use of the aggregate for temporary roads and approaches is discontinued, the surface aggregate placed in its construction and maintenance shall be removed and either utilized in the permanent construction or otherwise disposed of as specified in Section 202.03.

Basis of Payment: This work shall be paid for at the contract unit price per **SQUARE YARD** for

TEMPORARY SURFACE OVER TRENCH – AGGREGATE (CA-6), 6",

which price shall include all the labor, material, and equipment necessary for furnishing, placing, maintaining, removing and disposing of the aggregate surface or the bituminous patching material surface with aggregate sub-base, used in the construction of temporary road and drive approach surfaces. These items shall also include the maintenance of the temporary pavement.

SP-14 AGGREGATE FOR TEMPORARY ACCESS

Description: This work shall consist of construction and maintenance of an aggregate surface course for abutting properties as part of construction operations, per the applicable portions of Article 107.09 of the SSRBC except as amended herein.

Coarse aggregate shall meet the gradation for CA-6, and meet the requirements of Article 1004.04 of the SSRBC.

The temporary aggregate shall be used as ramping between the new aggregate base and all side streets, abutting properties, and crosswalks where vehicle and pedestrian traffic is to be maintained. Removal and disposal of the temporary aggregate shall be considered incidental to this item. The Engineer may require that some or all of the temporary aggregate be reused within the project limits.

When temporary access is no longer required, the aggregate placed for its construction and maintenance shall be removed and utilized in the permanent construction or otherwise disposed of as specified in Article 202.03 of the SSRBC. The Engineer reserves the right to determine suitability for utilization of reclaimed asphalt pavement used in the construction of temporary access in the permanent construction.

This work will be measured in place in cubic yards. The Contractor shall submit the load ticket to the

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Engineer at the work site when the truck arrives.

This work will be paid for at the contract unit price per **CUBIC YARD** for

AGGREGATE FOR TEMPORARY ACCESS,

which price shall include all costs of furnishing, placing, maintaining, removing and reusing, and removing and disposing of aggregate used in the construction of temporary access.

SP-15 EXPLORATORY TRENCH, SPECIAL

Description: This item shall consist of excavating an area for the purpose of locating existing utilities within the construction limits of the proposed improvements. The Contractor shall perform exploratory trenching for all existing utilities potentially in conflict with the proposed improvements. The Contractor shall proactively perform exploratory trenching in a timely fashion to help mitigate delays, if any, caused by conflicts with existing utilities. The Contractor shall also perform exploratory trenching as directed by the Engineer. It shall be the responsibility of the Contractor to immediately inform the Engineer of any conflicts with existing utilities in conflict with the proposed improvements. A nominal quantity of exploratory excavation has been included in the schedule of prices for the purpose of establishing a unit price for this item of work.

After the excavation has been inspected, it shall be backfilled as directed by the Engineer. If it is located within 2' of a paved area (existing or proposed), the excavation shall be backfilled with Trench Backfill as specified herein. Otherwise, the excavation shall be backfilled with excavated material compacted to the satisfaction of the Engineer. Any excess material shall be disposed of in accordance with Article 202.03 of the IDOT Standard Specifications.

Exploratory trenching will be measured in its original position and the volume calculated in cubic yards based upon the dimensions of the excavation. Trench Backfill will not be measured for payment and shall be included in the unit price of EXPLORATORY TRENCH, SPECIAL.

Basis of Payment: This work will be paid for at the contract unit price per **CUBIC YARD** for:

EXPLORATORY TRENCH, SPECIAL,

measured as specified, which price shall include excavation, backfill and legal disposal of excess material.

SP-16 PARKWAY RESTORATION, SPECIAL

Description: This item shall be done in accordance with the applicable portions of Sec. 252 of the Standard Specifications and the following provisions.

As contract work progresses through the Village, parkway restoration work shall commence in a timely manner in areas where permanent placement of new curb and gutter, driveways, sidewalks, etc., has been completed. Under no circumstances shall the Contractor prolong final grading, shaping and sod placement so that the entire project can be permanently restored at the same time.

This work shall consist of the excavation, topsoiling, and sodding of the entire parkway between the back of curb and the right-of-way and adjacent to all curbs, sidewalks, and driveways removed and replaced during the course of construction or as directed by the Engineer. Restoration will also be performed on

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areas disturbed by storm sewer or culvert construction.

All topsoil to be used for parkway restoration shall be obtained from outside the limits of this improvement, transported to the site and placed at required locations to a minimum depth of 4". All materials shall meet the requirements of Art. 1081.05 of the Standard Specifications. All placement of topsoil shall meet the requirements of Sec. 211 of the Standard Specifications.

All sod shall meet the requirements of Art. 1081.03 of the Standard Specifications. All placement of sod shall meet the requirements of Sec. 252 of the Standard Specifications.

For that period prior to full parkway restoration, the Contractor shall backfill and grade all disturbed areas so as to insure the safety of the general public. Parkways shall be left in a safe, clean and usable condition conducive to foot traffic and to the satisfaction of the Village. The Contractor shall protect these unfinished areas against erosion and work to keep them weed free.

Roadside Swale Seed Mix

Temporary Cover:

Common Name	lbs/acre
Oats	32.00

Permanent Grasses:

Common Name	lbs/acre
Canada Wild Rye	6.76
Virginia Wild Rye	1.27
Fowl Manna Grass	0.42
Bottlebrush Grass	0.13
Switch Grass	0.42

Basis of Payment: This work will be paid for at the contract unit price per **SQUARE YARD** for

PARKWAY RESTORATION, SPECIAL,

which price shall be payment in full for any excavation and grading necessary, the furnishing, transporting and placement of all topsoil and sod and the full watering of sod. Unless otherwise directed by the Engineer restoration of disturbed parkways outside the limits of improvement will not be paid for separately but shall be considered incidental to the contract.

Supplemental watering shall be paid for at the contract unit price per unit for **SUPPLEMENTAL WATERING**.

SP-17 STREAMBANK STABILIZATION

Permanent Seeding Schedule –

Permanent seed installation shall be performed immediately in areas where all work is complete. Seeding shall take place before June 10th or after October 15th. Cover crop seed may be installed after these dates but must be mowed and bailed and reseeded with permanent matrix during approved time frame. Approval from the ENGINEER must be received for all planting dates.

Materials -

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All seed shall be healthy, and true to species and variety. All materials shall be provided by a certified nursery and shall be free of pests and disease. Materials shall meet the requirements of the following Articles of Section 1000 – Materials:

<u>Item</u>	<u>Article/Section</u>
Seeds	1081.04

The seed mixes shall be supplied in pounds of Pure Live Seed (PLS) for grass species. Native grass and forb seed species will be local genotype and will be from a radius of 150 miles from the site.

Proof of origin shall be presented to the ENGINEER or WETLAND CONSULTANT at the site prior to any plant installation. Seed will be specified as ‘weed free’ according to the Association of Official Seed Analysis: Rules for Testing Seeds, Journal of Seed Technology, 1991.

Equipment -

Equipment shall meet the requirements of the following Articles of Section 1100 – Equipment:

<u>Item</u>	<u>Article/Section</u>
Hydraulic Seeder	1101.08(c)
Broadcast Seeders	1101.08(e)
Rangeland Type Drill Seeder	1101.08(g)

Seedbed Preparation -

The CONTRACTOR is required to submit seedbed preparation material method in writing to the ENGINEER one week prior to commencement for approval.

Preparation shall include application of herbicide applied by a licensed herbicide applicator to effectively control weed species without damaging desirable vegetation. The seedbed shall be free of weeds, and seeding shall occur no less than 14 days after herbicide application.

For bare earth seeding, CONTRACTOR shall remove clumps, stones, roots, and sticks prior to seedbed preparation activities. CONTRACTOR shall prepare the seedbed with a disk or unique rake (harrow) to reduce clod size to a maximum diameter of 1-inches and eliminate rivulets, gullies, crusting, and caking. The disk shall be in good condition with sound, unbroken blades and weighted as necessary to achieve a minimum 3-inch tillage depth.

Following disking of all bare earth seeding areas, CONTRACTOR shall prepare the seedbed further with a unique rake or harrow to reduce clod size and create a smooth and level seedbed. Working wet soils shall not be conducted. Following these seedbed preparation activities, the ground surface shall have minimum compaction, be smooth and level, and be free of debris to promote good seed-soil contact.

Seeding Conditions -

CONTRACTOR shall examine the grade, verify the elevations and water levels, observe the conditions under which work is to be performed, and notify the ENGINEER of unsatisfactory conditions. Proceeding with the work constitutes acceptance of existing conditions, including current water levels and soil condition.

Seed shall not be sown until the seedbed has been approved by the ENGINEER and WETLAND CONSULTANT.

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Seeding Methods -

No seed shall be sown during high winds, rain events, or when the ground is not in a proper condition for seeding, nor shall seed be sown until the purity test has been completed for the seeds to be used, and shows that the seed meets the noxious weed seed requirements.

For the native seeding areas, it is anticipated that seed will be broadcast on the surface by hand due to the limited size and accessibility. Following seeding, the surface will be raked by hand to incorporate the seed into the soil.

Seeding Mixtures -

Native grass and forb species must be local genotype and be from a radius of 150 miles from the site. The seeding mixtures shall be installed in locations designated on the plan and as directed by the ENGINEER.

SLOPE STABILIZATION SEED MIX will be used.

SPECIES SUBSTITUTIONS

Prior to installation, the ENGINEER and/or WETLAND CONSULTANT shall review any species substitutions and reserves the authority to deny use of any species if deemed inappropriate for the site. Any species substitutions and/or change in quantity shall be discussed and approved by ENGINEER and/or WETLAND CONSULTANT during the pre-planting site meetings as specified below. CONTRACTOR shall plan on attending one (1) on-site pre-planting meetings in early spring (anticipated to be in April and/or early May) to evaluate hydrologic conditions and discuss overall plant installation approach. At the pre-planting meeting, CONTRACTOR shall provide a plant installation work plan that documents the anticipated plant installation logistics, plant installation schedule (plant delivery schedule) and any proposed changes to plant species and/or quantities as a result of observed site conditions.

NOTIFICATION & DOCUMENTATION

CONTRACTOR shall notify ENGINEER at least two working days prior to seed installation and indicate the seed installation method to be used. After completion of seeding, CONTRACTOR shall provide the ENGINEER with copies of all seed receipts and labels, notated with the date of seed installation, seed origin, % PLS, and conditions under which the seeding was performed.

Performance Standards -

CONTRACTOR shall meet all applicable ecological management performance standards outlined in those specifications

SEED MIX

Roadside Swale Seed Mix

Temporary Cover:

Common Name	lbs/acre
Oats	32.00

Permanent Grasses:

Common Name	lbs/acre
Canada Wild Rye	6.76
Virginia Wild Rye	1.27

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Fowl Manna Grass	0.42
Bottlebrush Grass	0.13
Switch Grass	0.42

Method of Measurement –

This work will be measured in square yard of surface area seeded.

Basis of Payment -

This work will be paid for at the contract unit price per **SQUARE YARD** for **STREAMBANK STABILIZATION**, and shall include all labor, equipment, and materials necessary to complete the work as specified. Payment of 70% of the contract unit price for all items listed above will be made following receipt of the documentation specified above (i.e. weekly annotated planting plan and packing slips) and that the planting was completed in accordance with these specifications as approved by ENGINEER. The remaining 30% of the contract unit price will be made once the Village Wetland Consultant accepts maintenance of the work area after the initial 1 year performance period.

SP-18 UNDERCUTTING FOR UTILITIES

Description: This work shall consist of the excavation and disposal of unsuitable material during the construction of proposed utilities and backfilling with compacted CA-7. This work shall only be performed at the locations identified on the plans or designated by the Engineer. The Contractor shall notify the Engineer before commencing the work in order to permit accurate measurements. Any undercut and backfill performed before measurements have been made will not be paid for.

Method of Measurement: This work shall include all excavation required to remove unsuitable material as directed by the Engineer, except those portions paid for as pavement removal and/or combination concrete curb and gutter removal.

Basis of Payment: The excavation, disposal and replacement of unsuitable material from utility trenches will be paid for at the contract unit price per **CUBIC YARD** for:

UNDERCUTTING FOR UTILITIES,

which price shall include all labor, material, backfill, and equipment necessary to complete the work specified herein.

SP-19 CLASS D PATCH, 6", SPECIAL

Description: This work shall consist of pavement patching by methods and with materials in accordance with Sec. 442 of the Standard Specifications, except as amended herein.

The Contractor shall not use equipment of excessive size or weight that causes damage to existing pavement or appurtenances. Any damage done to the existing pavement or appurtenances that are to remain in place shall be repaired or removed and replaced by the Contractor at their own expense, as directed by the Engineer.

Pavement patching shall include the saw cutting of existing pavement, transportation and disposal of all pavement, sub-base, and subgrade materials to depth not less than six inches (6") in accordance with Sections 202, 205, and 440 of the Standard Specifications where marked in the field by the Engineer. Pavement patches shall vary in area but minimum width shall be measured at four feet (4').

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Where applicable the existing subbase shall be leveled and compacted. Where remaining base is existing HMA, PCC, or brick, the bottom of each prepared hole shall be free of all loose material and a bituminous prime shall be applied to the bottom prior to replacement of HMA patches.

The hot-mix asphalt material shall conform to the requirements for Hot-Mix Asphalt Binder Course, IL-19.0, N50.

Paragraph 5 of Article 442.11 of the SSRBC is deleted and is replaced by: **No additional compensation will be made for repairing subbase damage or for material adhering to removed pavement.**

Method of Measurement: Pavement removal and replacement shall be measured for payment in place and the area computed in square yards. Patches shall be classified as CL D, 6”.

Basis of Payment: This work will be paid for at the contract unit price per **SQUARE YARD** for

CLASS D PATCH, 6” SPECIAL,

which price shall be payment in full for the work as specified herein.

SP-20 DRIVEWAY PAVEMENT REMOVAL

Description: This work shall consist of removing driveway pavement. This work shall be in accordance with Section 440 of the Standard Specifications, except as modified herein:

Add the following to Section 440.07 (b):

Driveway Pavement removal shall include excavation and removal of aggregate base.

Initial saw-cutting of pavement and cleaning of edges prior to pavement replacement shall be included in the cost of **DRIVEWAY PAVEMENT REMOVAL**.

Method of Measurement: This work will be measured for payment in accordance with Section 440 of the Standard Specifications with the following revisions.

Basis of Payment: This work will be paid for at the contract unit price per **SQUARE YARD** for

DRIVEWAY PAVEMENT REMOVAL,

which price shall be payment in full for the work as specified herein.

SP-21 P.C.C. DRIVEWAY PAVEMENT, (THICKNESS SPECIFIED)

Description: This work shall consist of the concrete driveway in accordance with the applicable parts of Section 423 of the Standard Specifications except as amended herein.

The driveway shall include the application of membrane curing compound, Type III, in accordance with Articles 1020.13 and 1022.01 of the Standard Specifications, unless otherwise directed by the Engineer. If placement of the driveway takes place prior to April 15, or after October 15, the driveway shall be

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properly cured and that followed by the application of protective coat in accordance with Article 420.18 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per **SQUARE YARD** for:

P.C.C. DRIVEWAY PAVEMENT, 6",

which price shall be payment in full for the work as specified herein.

SP-22 DETECTABLE WARNINGS

Description: This work shall consist of the installation of new detectable warning material as shown in the plans. All detectable warnings shall be placed by methods and with materials in accordance with Article 424 and 424.09 of the SSRBC.

Detectable Warnings shall be brick red, cast-in-place composite panels with inline dome pattern. Panels shall be installed full width of the walk (2" max concrete border allowed) in accordance with the latest PROWAG guidelines and at the direction of the Public Works Director (or their designee).

Detectable Warnings shall be:

- 1) Access-Tile Cast-In-Place Replaceable,
 - 2) Tuff Tile Wet-Set Replaceable Tile,
- or equivalent equal.

Basis for Payment: This work shall be paid for at the contract unit price per **SQUARE FOOT** for:

DETECTABLE WARNINGS,

which price shall include all material, labor, and equipment necessary to complete this item.

SP-23 PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT

Description: This work shall consist of the removal and replacement of existing P.C.C. sidewalk as indicated by location or shown on the plans. All P.C.C. sidewalks shall be removed and replaced by methods and with materials in accordance with Articles 424 and 1020.04 of the SSRBC, except as amended herein.

Removal of existing sidewalk shall include saw cutting and disposal of existing concrete as directed by the Engineer, removal of tree roots, bituminous paved sidewalks and/or bituminous overlayment of existing sidewalks.

Placement of sidewalk shall include the following:

- a) Any necessary excavation, clearing, and proper disposal of excavated materials, removal and disposal of all obstructions such as fences, walls, foundations and buildings;
- b) The placement and compaction of four inches (4") of Subbase Granular material, Type B, CA 6 with the methods and with materials in accordance with Section 311 and of Article 1004.04 of the SSRBC;

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- c) The set up of form work such that the maximum running slope of the finished walk does not exceed 5 percent (1:20) or not to exceed the general grade established for the roadway, and the cross slope is not more than 2 percent (1:50).
- c) The placement of five inch (5") thick, Class SI Portland Cement Concrete, 5.65 cwt/cy mix, with 5-8% air entrainment, 2"-4" slump, and six inch (6") thickness through or in residential driveways or where subject to vehicular traffic, to the width specified on the plans or as directed by the Engineer;
- d) The tooling of contraction joints, 3/4-inch radius and 1 inch deep, 5 feet on center;
- f) The placement of 1/2 inch thick premoulded expansion joints at 50 foot intervals on center, or abutting existing concrete sidewalk, or at the end of a pour;
- g) The adjustment to proper grade of all utility structures encountered;
- h) For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.
- i) The replacement of all traffic control devices or parking meters removed;
- j) The proper curing of all concrete work utilizing methods and materials outlined in Articles 424 and 1022.01 of the SSRBC, (Type III membrane curing compound white pigmented);
- k) The complete restoration of abutting asphalt driveways damaged as a result of installation, or where new sidewalk surface is more than 1/2 inch higher or lower than the original grade of the asphalt drive. Restoration shall consist of a minimum of one foot either side of the sidewalk; with a minimum of three inch (3") thick Hot-Mix Asphalt Surface, Mixture C, N50 (IL 9.5) surface course; and restoration of gravel drives with similar HMA restoration.
- l) Installation of ADA compliant ramps for curbed and non-curbed streets.

Except for damaged parkway areas due to rutting or not designated by the Engineer, restoration will be paid for in accordance with the specification parkway restoration.

When sidewalks are closed to pedestrians a minimum of two barricades (one on either side of the work zone) shall be used.

Basis for Payment: This work shall be paid for at the contract unit price per **SQUARE FOOT** for:

P.C.C. SIDEWALK REMOVAL AND REPLACEMENT,

which price shall be payment in full for the work as specified herein.

SP-24 EXCAVATION, SPECIAL

This work shall consist of the excavation, removal, and disposal of all existing materials located on site as required to meet the lines and subgrades to the depth of all proposed items including proposed roadways, curb and gutter, ditching, bio-swales, roadway shoulders, driveway aprons, concrete sidewalks, and asphalt pathways, unless specifically called out by specific pay item. Removals include, but are not limited to, earth excavation, rock excavation, curb and gutter, pavement, sub-base, subgrade materials, and retaining walls. This work shall be as specified and in accordance with Sections 202, 204, 205 and 440 of the SSRBC and as specified herein. Any other earthwork shown on the plans in the roadway or parkway but not specifically called out shall be **INCIDENTAL**.

This item shall include all full depth straight joints that shall be sawn at the ends and all edges of portions

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to be removed.

Method of Measurement: This work will not be measured for payment. Payment will be based on Contract Quantities. By submission of a bid, Contractor agrees on Contract Quantity.

The removal and disposal of unsuitable materials (undercut) to allow POROUS GRANULAR EMBANKMENT SUBGRADE to be installed below proposed sub-base as necessary and as directed by the Engineer will be paid for separately at the contract unit price per CUBIC YARD of REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.

Basis of Payment: This work shall be paid for at the contract unit price per CUBIC YARD for:

EXCAVATION, SPECIAL,

which shall include all labor, materials and equipment necessary to do the work.

SP-25 CONCRETE CURB TYPE B, VARIABLE HEIGHT

This work shall consist of the placement of Concrete Curb, of the type, size and location shown on the plans. All Concrete Curb shall be placed by methods and materials as specified in Articles 606 and 1020 of the SSRBC, except as amended herein.

The curb shall be placed on a bed of six inches compacted CA-6 Aggregate. Backfill shall consist of CA-6 aggregate and shall be incidental to Concrete Curb installation. Backfill shall be tamped in place with a mechanical tamper.

The topsoil and sod restoration shall be in accordance with provision for SOD RESTORATION and shall be considered incidental within costs associated for the retaining wall installation.

Placement of Concrete Curb Type B shall include the following:

- a) The use of Class SI Portland cement concrete, 6.05 cwt/cy mix, with 6% air entrainment, 3" slump;
- b) The saw cutting of 2 inch deep joints at not more than 15-foot intervals, within 24 hours after being placed;
- c) The placement of 2 dowel bars spaced at 6" on center equal distance from top and bottom of the curb of existing concrete curb, and at expansion joints, in accordance with the detail shown on the plans;
- d) The placement of 3/4 inch pre-molded expansion joint filler perpendicular to the centerline of the roadway for the full depth of the curb, where abutting existing concrete curb and gutter, at 10 feet either side of a utility structure, at construction joints at the ends of pours, at not more than 90 foot intervals;
- e) The proper curing of all concrete work utilizing the methods and materials outlined in Articles 424 and 1022.01 of the SSRBC (Type 2 membrane curing with red dye is preferred);
- f) The backfilling of all curb work with materials approved by the Engineer.

At locations shown on the plans or where directed by the Engineer the contractor will use High-early strength concrete. The desired concrete mix shall have a minimum compressive strength of 3,000 psi at 24 hours. Mix design shall be submitted to the Engineer for review and approval.

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Basis for Payment: This work shall be paid for at the contract unit price per **FOOT** for:

CONCRETE CURB TYPE B, VARIABLE HEIGHT,

which price shall be payment in full for the work as specified herein.

SP-26 HOT-MIX ASPHALT DRIVEWAY PAVEMENT, SIZE SPECIFIED

Description: This work shall consist of the replacement of hot-mix asphalt driveways at locations indicated on the plan and/or as required by the Engineer.

The asphalt shall be placed upon a minimum of 6 inches of Type CA-6 aggregate base course, and shall consist of 3 inches of compacted HMA Surface Course for residential entrances. Commercial entrances shall consist of 2 inches of HMA Surface Course and 6 inches of HMA Binder Course. The asphalt shall also be placed by methods and materials outlined in Articles 406 and 1009 of the Standard Specifications.

Placement of bituminous material (prime coat) at 0.5 gal per square yard shall be considered incidental to the pay item.

This work shall also include the adjustment to proper grade of all water valve or private utility boxes encountered.

Basis of Payment: This work shall be paid for at the contract unit price per **SQUARE YARD** for:

HOT-MIX ASPHALT DRIVEWAY PAVEMENT, SIZE SPECIFIED”

which price shall be payment in full for the work as specified herein.

SP-27 COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

Description (removal): This work shall consist of the removal of existing P.C.C. Curb and Gutter of the type and size at the locations noted in Schedule of Quantities. This work shall be performed in accordance with Section 440 of the Standard Specifications, except as amended herein.

At those locations where curb removal operations fall within the Critical Root Zone (CRZ) the Contractor will be required to trench with a "chain" driven trencher immediately back of curb prior to curb removal. This procedure will proceed uninterrupted through the CRZ and insure general tree root pruning. The width of the CRZ shall be determined as noted in the general provision for TREE PROTECTION elsewhere in these documents. If it is determined that proposed removal methods do not cause undo harm to adjacent roots, the Village Forester may waive the need to perform trenching.

During removal operations Contractor shall take special care not to damage or extend sawed joint into adjacent appurtenances such as driveways and sidewalks which are to remain in place. During machine sawing operations Contractor shall also take special care to remove, clean, or otherwise account for any residue / slurry produced by the sawing so material will not be tracked by either vehicular or foot traffic onto adjacent appurtenances which are to remain in place.

Description (placement): This work shall consist of the placement of P.C.C. Curb or Curb and Gutter, of the type, size and location shown on the plans. All P.C.C. Curb and Gutter shall be placed by methods and

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materials as specified in Articles 606 and 1020 of the SSRBC, except as amended herein.

Placement of P.C.C. Combination Curb and Gutter shall include the following:

- c) The use of Class SI Portland cement concrete, 6.05 cwt/cy mix, with 6% air entrainment, 3" slump;
- d) The placement of four inches (4") min. Type B, CA-6 compacted aggregate base;
- e) The saw cutting of 2 inch deep joints at not more than 15-foot intervals, within 24 hours after being placed;
- c) The placement of 2 dowel bars into the gutter portion of existing concrete curb, and at expansion joints, in accordance with the detail shown on the plans;
- d) The placement of 3/4 inch pre-molded expansion joint filler perpendicular to the centerline of the roadway for the full depth of the curb and gutter, where abutting existing concrete curb and gutter, at 10 feet either side of a utility structure, at construction joints at the ends of pours, at not more than 90 foot intervals;
- e) The proper curing of all concrete work utilizing the methods and materials outlined in Articles 424 and 1022.01 of the SSRBC (Type 2 membrane curing with red dye is preferred);
- f) The backfilling of all curb work with materials approved by the Engineer.

At locations shown on the plans or where directed by the Engineer the contractor will use High-early strength concrete. The desired concrete mix shall have a minimum compressive strength of 3,000 psi at 24 hours. Mix design shall be submitted to the Engineer for review and approval.

All voids existing between newly placed P.C.C Gutter and the adjacent roadway pavement shall be filled with Class SI concrete, prior to bituminous surface placement, to a point 1-1/2 inches below finish grade. This work shall be considered incidental.

If placement of P.C.C. gutter takes place prior to April 15, or after October 15, the gutter shall be properly cured and that followed by the application of protective coat in accordance with Article 420.18 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for:

COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT (TYPE),

which price shall be payment in full for the work as specified herein.

SP-28 SANITARY SERVICE RECONNECTION

Description: This work shall consist of the reconnection of existing sanitary services disturbed during the installation of the proposed water main. A service shall be considered whenever the water main passes less than eighteen inches (18") above or any distance below the service. **THE CONTRACTOR MUST MAKE AN ATTEMPT TO AVOID DISTURBING THE SERVICE. ANY SERVICES DETERMINED BY THE VILLAGE ENGINEER TO BE DELIBERATELY DISTURBED WILL NOT BE CONSIDERED FOR PAYMENT. NO RECONNECTION SHALL BE CONSIDERED FOR PAYMENT UNLESS WITNESSED AND APPROVED BY VILLAGE ENGINEER.**

The existing service pipe shall be cut one and one-half foot beyond the walls of the water main trench in a manner that provides a neat and smooth joint. The reconnection of the new and existing pipes shall be

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made with PVC pipe grade SDR 26, ASTM D2241, 160 psi pressure pipe, or better with push-on bell and spigot type with rubber ring seal gasket ASTM D3139. See detail in “Standard Detail” section of this document.

Non-shear couplings (couplings with stainless steel shear ring) shall be used to connect pipes of dissimilar material or size – FLEX-SEAL Adjustable Repair Couplings. The excavation shall be backfilled with **TRENCH BACKFILL** to a point one foot above the top of the sanitary service. Backfill shall be placed in lifts and firmly compacted such that no future settlement occurs. **NO RECONNECTION SHALL BE BACKFILLED UNTIL INSPECTED AND APPROVED BY A REPRESENTATIVE OF THE DOWNERS GROVE SANITARY DISTRICT (630-969-0664).**

Basis of Payment: This work will be paid for at the contract unit price **EACH** for:

SANITARY SERVICE RECONNECTION,

which price shall be payment in full for all work as specified herein.

SP-29 ADJUSTING SANITARY SERVICE LINES

Description. This work shall consist of adjusting (replacing) sanitary service lines required where the proposed storm sewer is in direct conflict with the existing sanitary service line in accordance with Section 563 of the Standard Specifications and as specified herein, with the exception that adjustments (replacements) shall be constructed in addition to the “Sewer and Water Specs” per the Downers Grove Sanitary District’s specifications for sewer construction, and that this item will be paid for per **EACH** adjustment. **Excavation, removal of excavation from site, support of trenches, material (pipe, fittings, etc.), trench backfill, compacting of trench backfill, and all other items required to perform the work will be considered incidental. NO SANITARY ADJUSTMENT SHALL BE BACKFILLED UNTIL INSPECTED AND APPROVED BY A REPRESENTATIVE OF THE DOWNERS GROVE SANITARY DISTRICT (630-969-0664).** Pavement and parkway restoration will be paid for separately under pavement removal, sidewalk removal, HMA surface and binder placement, sidewalk placement, and sod restoration.

Materials. All material shall abide by Downers Grove Sanitary District specifications for sewer construction.

Measurement and Payment. The work shall be paid for at the contract unit price per **EACH** for:

ADJUSTING SANITARY SERVICE LINES

which price shall include all work as described above.

SP-30 DRAINAGE & UTILITY STRUCTURE TO BE ADJUSTED

Although the cost of adjusting and/or reconstructing structures per this specification will be paid for under this contract, the contractor shall be aware that many of the structures are not the property of the Village of Downers Grove, and that such work may require inspections and/or permits from other governmental agencies.

A. DRAINAGE AND UTILITY STRUCTURES

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This work shall consist of the removal and disposal of the existing frame and lid/grate; installation of the applicable new frame and lid/grate; all labor, equipment and material required to adjust or reconstruct manholes, catch basins and inlets, and valve vaults in accordance with Section 602 of the SSRBC. This item will include all excavation, concrete and trench backfill.

B. SANITARY MANHOLES

This method shall be used for all manholes which will have less than seven and one-half (7 ½”) inches of adjustment between the top of the cone and the bottom of the frame when set at finished grade. To raise the frame, adjustment shall be made using precast reinforced concrete rings. Concrete blocks or bricks shall not be used. The spaces between the cone, rings and frame shall be completely sealed with preformed bituminous mastic (Easy Stik or approved equal). Mortar shall not be used. To lower the frame, existing adjustments shall be removed and the space between the frame and the cone shall be removed and the space between the frame and the cone shall be completely sealed with preformed bituminous mastic gasket. If the manhole would have seven and one-half (7 ½”) inches or more of adjustments when set at the finished grade or if the frame must be lowered by more than the amount of existing adjustment, the manhole shall be reconstructed. Refer to Downers Grove Sanitary District specifications for manhole reconstruction. The Downers Grove Sanitary District shall be notified of manholes to be adjusted prior to beginning construction. Once completed, no such adjustment shall be backfilled without inspection by the Downers Grove Sanitary District.

This work shall be paid for at the contract unit price per **EACH** for:

DRAINAGE & UTILITY STRUCTURE TO BE ADJUSTED,

which price shall include all material, labor, and equipment necessary to complete the work.

SP-31 FRAMES AND LIDS TO BE ADJUSTED, SANITARY (SPECIAL)

Description: This work shall conform to the requirements of Section 603 of the Standard Specifications and Downers Grove Sanitary District “Downers Grove Sanitary District Detail for Manhole Adjustment” for adjustments of structures in resurfacing sections of the project. The work also shall include replacement of existing broken adjustment rings at locations directed by the Engineer.

Basis of Payment. This work will be paid for at the contract unit price per **EACH** for:

FRAMES AND LIDS TO BE ADJUSTED, SANITARY (SPECIAL),

which price shall include all costs for labor, equipment, materials, and incidentals necessary to perform the work.

SP-32 DRAINAGE STRUCTURE TO BE REMOVED

Description: This work shall consist of removing and disposing of existing manholes, catch basins and inlets in accordance with Section 605 of the Standard Specifications and as specified herein.

In addition to the requirements of Article 605.03 of the Standard Specifications, the Contractor shall saw cut a square area around the structure to be removed sufficient to remove the structure and construct the replacement structure.

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Basis of Payment: This work shall be measured and paid for at the contract unit price per **EACH** for:

DRAINAGE STRUCTURE TO BE REMOVED

The word DRAINAGE STRUCTURE shall be understood to mean manhole, catch basin, inlet or end section as the case may be.

SP-33 PLUG EXISTING STORM SEWER

Description: This work shall consist of plugging the existing storm sewer pipe at locations shown on the plans. The contractor will plug the existing pipe with brick and mortar, or other approved means.

Method of Measurement: This work will be measured for payment in place per each plug.

Basis of Payment: Work shall be paid for at the contract unit price per **EACH** for:

PLUG EXISTING STORM SEWER,

which price shall include all labor, equipment, materials and incidentals necessary to complete the work as described above.

SP-34 STORM SEWER REMOVAL (SIZE SPECIFIED)

Description: This work shall consist of the removal of storm sewers including laterals. Existing storm sewers shall be removed so that all pipe considered suitable by the Engineer for future use shall be salvaged. The location and manner of storage of salvaged material shall be as directed by the Engineer.

Any of the material having salvage value which has been damaged by the Contractor shall be replaced with new pipe of the same kind and size. Material not suitable for salvage shall be disposed according to Article 202.03 of the SSRBC.

Excavation of trenches shall be performed according to the applicable requirements of Article 550.04 of the SSRBC.

Backfilling for the removed storm sewer shall be considered incidental to Storm Sewer Removal.

Basis of Payment. This work shall be measured and paid for at the contract unit price per **FOOT** for:

STORM SEWER REMOVAL (SIZE SPECIFIED),

of the size specified, which price shall be payment in full for performing this task as specified, including all material, labor and equipment.

SP-35 STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED)

Description: This item shall consist of the construction of Storm Sewer. Storm sewer shall be constructed with new Reinforced Concrete Pipe (RCP) per the SSRBC (AASHTO M315), and Ductile Iron Pipe with gasket (DIP), AWWA C -1 Class 52 with SuperCoat interior lining, asphalt exterior coating, and rubber-gasketed joints AWWA C – 111 of the diameter shown, or Polyvinyl Chloride (PVC) Pipe SDR 26-2241 with gasketed, bell and spigot, push on type joints conforming to ASTM D3212, or Riveted, Galvanized 16 Gauge Corrugated Metal Pipe (CMP) of the diameter shown on the Drawings.

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The pipe shall be placed so that the entire length of the pipe will have full bearing. No blocking of any kind shall be used to adjust the pipe to grade except when used with concrete encasement.

Laying of sewer pipe shall be accomplished to line and grade in the trench only after it has been de-watered and the foundation and/or bedding has been prepared. Mud, silt, gravel, and other foreign material shall be kept out of the pipe and off the jointing surface.

All pipe laid shall be retained in position so as to maintain alignment and joint closure until sufficient backfill has been completed to adequately hold the pipe in place. All pipes shall be laid to conform to the prescribed line and grade shown on the Plans.

The sewer pipe, unless otherwise approved by the Engineer, shall be laid up grade from point of connection on the existing sewer or from a designated starting point. The sewer pipe shall be installed with the bell end forward or upgrade, unless approved otherwise. When pipe laying is not in progress, the forward end of the pipe shall be kept tightly closed with an approved temporary plug.

If deemed necessary by the Engineer, all pipe and manholes shall pass an ex-filtration test in accordance with ASTM C-969-02 prior to acceptance. All testing shall be done under supervision of the Engineer, who shall be notified 48 hours prior to testing.

The following specific items shall be considered incidental to storm sewer pipe construction and their costs shall be merged into the contract unit price per **FOOT** of the storm sewer pipe.

1. Removal of all surplus trench excavation from site.
2. Excavation for and placement of bedding material.
3. Support of trenches, including any necessary bracing or shoring.
4. De-watering of trench or excavation.
5. Placement and compaction of backfill as Haunching and Initial Backfill, as defined in the Water and Sewer Specs, by vibratory plate or other approved mechanical device.
6. Coring into existing drainage structures where connections are called for on the plans.
7. Sawcutting of pavement and/or curb and gutter.

Basis of Payment: This work shall be paid for at the contract unit price per **FOOT** for:

STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED),

which price shall include all labor, material, and equipment and incidental work herein specified, except **TRENCH BACKFILL** used as Final Backfill as defined by the Standard Specifications, which will be paid for separately.

SP-36 MANHOLES, CATCH BASINS, AND INLETS (SIZE AND TYPE SPECIFIED)

Description: This work shall consist of the installation of precast concrete drainage structures with a cast-in, clamp-on type flexible boot meeting ASTM C923 requirements, of the size and type shown on the plans or specified by the Engineer. Included in the contract unit price shall be all excavation, removal and disposal of existing storm structures, bedding, supplying and compacting of backfill materials. Backfill materials for new structures shall be CA-6 aggregate mechanically compacted. Unless otherwise specified, all manholes, catch basins, and inlets and shall be their respective Type A design with cast-in-place, clamp-on type, flexible rubber

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boot(s).

All structures in excess of four feet in depth shall be equipped with cast iron steps meeting the standards of ASTM A48.

Precast sections shall conform with ASTM C 478 and shall be substantially free from fractures, large or deep cracks and surface roughness. Slabs shall be sound and free from gravel pockets. Joints between precast sections shall be designed for rubber gaskets or bituminous mastic material.

Adequate foundation for all structures shall be obtained by removal and replacement of unsuitable materials with well graded granular material; or by tightening with coarse ballast rock, or by such other means as provided for foundation preparation of the connected sewers.

Precast base sections shall be placed on a well graded granular bedding of not less than two inches (2") in thickness. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and support of the precast element.

All lift holes shall be completely filled with mortar to ensure water tightness.

Castings shall be set in mortar or bituminous mastic beds. The adjustment of the casting to the required final grade shall be made with precast concrete adjusting rings. Maximum adjustment with rings shall be twelve inches (12"). Brick, concrete block, or wooden shims will not be permitted. Pre-cast concrete adjusting rings shall be set in mortar or bituminous mastic beds.

In pavements, unless otherwise specified, frames shall be heavy duty Type 1 with either Type B closed lids or Type 11 frame and grates.

Basis of Payment: This work will be paid for at the contract unit price per **EACH** for:

MANHOLES, CATCH BASINS, or INLETS, of the type and size specified.

which price shall include all material, labor, and equipment necessary to complete the work.

SP-37 DUCTILE IRON WATER MAIN PIPE (TYPE & SIZE SPECIFIED)

Description: Water main pipe materials shall meet all of the requirements of the following standards:

Ductile Iron Pipe (DIP) - ANSI/AWWA - C151/A21.51,
ANSI Class 52,
Cement Lined ANSI/AWWA - C104/A21.4

The coupling of these water main pipes shall meet the requirements of the following standards:

Ductile Iron Pipe (DIP) - Compression (push-on) rubber gasket
joints in accordance with ANSI/AWWA C111/A21.11.

Ductile Iron Pipe (DIP) - Locking rubber gasket
joints in accordance with ANSI/AWWA C111/A21.11.

Unless otherwise shown on plans or directed by the Engineer, all ductile iron water main pipes shall be installed without granular or concrete cradles. Although bell holes may not be required, the trench bottom shall be

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excavated and shaped such that the pipe is uniformly supported over its entire length.

The pipe shall be installed so that the entire length of pipe shall have full bearing. No blocking shall be used to adjust the pipe to grade except in conjunction with concrete thrust blocking or encasements.

Laying of water main pipe shall be accomplished to line and grade in the trench only after it has been completely de-watered and the bedding is free of mud, loose silt, or gravel. All foreign material shall be kept out of the pipe.

All pipe laid shall be retained in position such to maintain joint closure, alignment, and grade until sufficient backfill has been completed to adequately hold the pipe in place.

At the end of each work day, the end of installed water main pipe shall be protected and the excavation backfilled. No excavation or trench shall be left open overnight. The following specific items shall be considered incidental to water main pipe installation and their costs shall be considered incidental to the contract unit price for water main pipe:

1. Removal of all surplus trench excavation from site;
2. Excavation for and placement of granular bedding and encasement material when shown on the plans and/or ordered by the Engineer;
3. Support of trenches, including any necessary bracing or shoring;
4. De-watering of trenches or any excavation; and
5. Adjustment to horizontal and vertical alignment due to utility conflicts.

Basis of Payment: This work will be paid for at the contract unit price per **FOOT** for

DUCTILE IRON WATER MAIN PIPE (TYPE & SIZE SPECIFIED),

unit prices shall include all labor, material, and equipment necessary for excavation, bedding, installing, and coupling the water main pipe and all incidental work specified herein, except that **TRENCH BACKFILL** used as Final Backfill as defined by the Standard Specifications, will be paid for separately.

SP-38 POLYETHYLENE ENCASEMENT

Description: This work shall consist of encasing the entire length of water main to be installed under this contract. All new ductile iron water mains shall be encased in a polyethylene tube, according to the materials and methods outlined in ANSI/AWWA C105/A21.5-93.

Method A shall be utilized in placing the encasement material. High-density, cross-laminated polyethylene film conforming to ASTM D1248-89 shall be used.

Basis of Payment: Polyethylene Encasement shall be considered **INCIDENTAL** to Ductile Iron Water Main Pipe installation, and no additional compensation will be allowed the Contractor.

SP-39 WATER MAIN FITTINGS

Description: Fittings shall be cast iron or ductile iron conforming to ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. The joints shall be either mechanical or push-on conforming to ANSI/AWWA-C111/A21.11 for rubber-gasket joints.

All nuts and bolts used for jointing of sections, including valves and hydrants, shall be stainless steel, Grade 304 bolts, and Grade 316 nuts.

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All mechanical thrust restraints installed shall be "Meg-A-Lug" or "Meg-A-Lug"-type restraint systems. (Solid Precast Concrete thrust blocks may be placed in addition to mechanical thrust restraints in select locations as described elsewhere in these provisions).

No Omni or Hymax Couplings will be allowed.

Basis of Payment: Water Main Fittings shall be considered **INCIDENTAL** to Ductile Iron Water Main Pipe installation, and no additional compensation will be allowed the Contractor.

SP-40 WATER SERVICE REPLACEMENT

Description: All 1-1/2 inch or 2 inch services requiring replacement shall be replaced from the main to the B-box and shall include a new B-box and Roundway.

Any work performed on a potable water supply shall be done under the direction of a plumber licensed by the State of Illinois. The contractor shall furnish the Engineer with the plumber's license number prior to starting any work on any potable water supply.

For those service lines unable to meet the required clearances from sanitary or storm sewers, casing pipe shall be installed around the service line to the limits called for by the Water and Sewer Specs. Service line encasement shall be installed from the auger pits, and shall not entail open cutting an existing street pavement not otherwise disturbed in the process of installing the replacement water main.

The new water service shall be encased whenever the horizontal and vertical separation of the new service from existing storm or sanitary sewers or services cannot be maintained. The new service shall be encased on each side of the crossing until the perpendicular distance from the end of the casing to the storm sewer or sanitary sewer or service is at least ten feet. Casing pipe shall consist of a minimum 4 inch diameter PVC SDR-26 Pipe. Encasement of water services shall be incidental to the price of the water service replacement.

The Engineer reserves the right to require the replacement of additional services; however, services replaced due to damage caused by the Contractor's operations shall not be paid for under this or any other item.

The service line shall be of one (1) inch, one and one-half (1 1/2) inch, or two (2) inch type K (soft) copper tubing as noted on plans or directed by Engineer. All copper connections shall be made with compression-type joints. All water service lines shall have a minimum five (5) foot of cover. The water service shall have no splices.

The corporation stop shall be Ford FB-600 or approved equal and shall be installed by tapping the water main with an approved tapping machine. The tap shall be made in the upper third of the main, as close to a 45-degree angle as is practical. The tap shall be made through a full circle stainless steel tapping saddle of the correct size depending on diameter of water main and size of new service tap. The tapping saddle shall be one of the following: Cascade Style CNS2 epoxy coated, double strap, ductile iron saddle or Cascade Style CS22 wide double band saddle or Ford FCD202, or Ford FS323. The roundway key stop shall be Ford B44, with a buffalo style size 100E (6') or 94E (5') service box. Only cast iron buffalo style boxes and lids will be allowed. The roundway keystone and buffalo box shall be located within the parkway area seven feet (7') from the property line or as close to that distance as possible from the property line, unless directed otherwise by the Engineer. The cover of the buffalo box shall have the word "WATER" cast thereon. The Contractor shall record the location of each buffalo box in relation to the nearest corner lot line, and the tap in relation to the nearest fire hydrant. Two copies of this record shall be filed with the Village prior to final inspection and final payment. No buffalo-box shall be located in a driveway or in the sidewalk without the approval of the Engineer.

No splices of any kind will be allowed in the water service line from the corporation stop to the roundway key

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stop. There shall be no splice from the roadway key stop to the water service meter unless specifically authorized by the Village.

For locations where a sample station is called out on the plans the contractor will install the ¾" water service to a b-box. From the b-box the contractor will install a sample station. The sample station will be provided by the Village. All necessary material needed to make the connection from the b-box to the sample station shall be included in the price of installation.

Prior to final inspection, the Contractor shall see that all water appurtenances are adjusted to grade and clearly visible.

All Materials and Methods used shall comply with the above specifications.

Basis of Payment: This work will be paid for at the contract unit price **EACH** for

WATER SERVICE, (SIZE), SHORT OPEN CUT OR WATER SERVICE, (SIZE), LONG PUSHED,

which price shall include all excavation, materials, augering, PVC-SDR-26 Casing Pipe, and backfilling necessary to complete this item. Restoration, pavement or driveway replacement, topsoil, and sodding, will be paid for separately.

However, it is expected that all services shall be augered under street pavements not otherwise disturbed by the installation of the main or encumbered by the separation requirements from storm and sanitary sewers.

SP-41 COMPLETE WATER SERVICE LINE REPLACEMENT, (TYPE)

Description: This item shall consist of the replacement of existing water service lines with copper water service lines in accordance with the Lead Service Line Replacement and Notification Act, Public Act 102-0613 of the Illinois Department of Public Health. This work shall be in accordance with the Illinois Plumbing Code (77 Ill. Adm. Code 890). The work shall be performed by an individual authorized by the Plumbing License Law (225 ILCS 320/3). Service lines are plumbing as defined by the Plumbing License Law (225 ILCS 320/3).

The work shall consist of the following:

1. Make new 1.5" tap and disconnect existing service line at the main (Tap materials supplied by the Contractor)
2. Run new 1.5" copper service from main to new 1.5" Roundway (Copper and brass to be supplied by the Contractor)
3. Break out small portion of basement floor/foundation wall as required to install new 1" copper service on the private side
4. Directional bore 1" copper service from b-box to meter or within 18" upon entry into the building, whichever is shorter (Copper to be supplied by the Contractor)
5. Connect to interior plumbing and replace existing incoming isolation valve with new ball valve before meter (Ball valves to be supplied by Contractor)
6. Install new 5/8" x 3/4" meter (Meter to be supplied by the Village)
7. Backfill and haul away excess spoils
8. Patch basement floor/foundation wall at point of entry
9. Any alterations to interior plumbing past 18" that is needed to make the connection to the new service line are the responsibility of the property owner.
10. Site restoration (backfill, topsoil, sod, pavement, driveway, etc) as necessary.

The Village will be responsible for obtaining temporary right-of-entry agreements with each property owner prior

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to commencement of work.

All water services requiring replacement shall be replaced from the main to the house and shall include a new B-box, Roundway, and Meter.

Any work performed on a potable water supply shall be done under the direction of a plumber licensed by the State of Illinois. The contractor shall furnish the Engineer with the plumber's license number prior to starting any work on any potable water supply.

For those service lines unable to meet the required clearances from sanitary or storm sewers, casing pipe shall be installed around the service line to the limits called for by the Water and Sewer Specs. Service line encasement shall be installed from the auger pits, and shall not entail open cutting an existing street pavement not otherwise disturbed in the process of installing the replacement water main.

The new water service shall be encased whenever the horizontal and vertical separation of the new service from existing storm or sanitary sewers or services cannot be maintained. The new service shall be encased on each side of the crossing until the perpendicular distance from the end of the casing to the storm sewer or sanitary sewer or service is at least ten feet. Casing pipe shall consist of a minimum 4 inch diameter PVC SDR-26 Pipe. Encasement of water services shall be incidental to the price of the water service replacement.

The Engineer reserves the right to require the replacement of additional services; however, services replaced due to damage caused by the Contractor's operations shall not be paid for under this or any other item.

The service line shall be of one (1) inch, one and one-half (1 1/2) inch, or two (2) inch type K (soft) copper tubing as noted on plans or directed by Engineer. All copper connections shall be made with compression-type joints. All water service lines shall have a minimum five (5) foot of cover. The water service shall have no splices.

The corporation stop shall be Ford FB-600 or approved equal and shall be installed by tapping the water main with an approved tapping machine. The tap shall be made in the upper third of the main, as close to a 45-degree angle as is practical. The tap shall be made through a full circle stainless steel tapping saddle of the correct size depending on diameter of water main and size of new service tap. The tapping saddle shall be one of the following: Cascade Style CNS2 epoxy coated, double strap, ductile iron saddle or Cascade Style CS22 wide double band saddle or Ford FCD202, or Ford FS323. The roundway key stop shall be Ford B44, with a buffalo style size 100E (6') or 94E (5') service box. Only cast iron buffalo style boxes and lids will be allowed. The roundway keystone and buffalo box shall be located within the parkway area seven feet (7') from the property line or as close to that distance as possible from the property line, unless directed otherwise by the Engineer. The cover of the buffalo box shall have the word "WATER" cast thereon. The Contractor shall record the location of each buffalo box in relation to the nearest corner lot line, and the tap in relation to the nearest fire hydrant. Two copies of this record shall be filed with the Village prior to final inspection and final payment. No buffalo-box shall be located in a driveway or in the sidewalk without the approval of the Engineer.

No splices of any kind will be allowed in the water service line from the corporation stop to the roundway key stop. There shall be no splice from the roundway key stop to the water service meter unless specifically authorized by the Village.

Prior to final inspection, the Contractor shall see that all water appurtenances are adjusted to grade and clearly visible.

All Materials and Methods used shall comply with the above specifications.

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Basis of Payment: This work shall be paid for at the contract unit price per **EACH** for:

COMPLETE WATER SERVICE LINE REPLACEMENT, LONG
And

COMPLETE WATER SERVICE LINE REPLACEMENT, SHORT

which price shall be payment in full for all excavation, augering, removals, materials, PVC-SDR-26 Casing pipe, and related work necessary to complete this item. Water Main Fittings, restoration, driveway removal & replacement, topsoil, and sodding shall be considered **INCIDENTAL** to installation, and no additional compensation will be allowed the Contractor.

It is expected that all services shall be augered under street pavements not otherwise disturbed by the installation of the main or encumbered by the separation requirements from storm and sanitary sewers.

SP-42 THRUST RESTRAINT

Description: Formed concrete thrust restraints may be required at fire hydrants, plugs, caps, and tees in addition to the wedge action retainer glands at fittings, upon the specific direction of the Engineer. 4000 PSI Portland cement concrete shall be used. The use of wood blocking, concrete blocks, stakes or clamps will not be allowed.

Basis of Payment: Thrust restraints shall be considered **INCIDENTAL** to Ductile Iron Water Main Pipe installation, and no additional compensation will be allowed the Contractor.

SP-43 VALVES

Description: Water main valves shall meet all of the requirements of the following standards as reissued and published on or before the date of this contract:

Rubber-Seated Butterfly Valves - AWWA C504
Resilient-Seated Gate Valves - AWWA C509
Resilient-Seated Gate Valves for Pressure - AWWA 6500
Side Tapping or Pressure Insertion - AWWA C509

All valves shall have the name, monogram, or initials of the manufacturer cast thereon. The Contractor shall submit to the Engineer the Manufacturer's specifications for the valves he intends to use on this project. All valves shall contain factory installed Grade 316 stainless steel nuts and Grade 304 bolts. All valves shall be furnished with mechanical joints conforming to ANSI/ANWA- C111/A21.11.

Valves for water mains twelve inches in diameter or larger shall be Resilient-Seated gate valves and installed in a six foot diameter Type A vault with a standard cone section. Valves for water main ten inches in diameter or less shall be Resilient-Seated gate valves and installed in a five foot diameter Type A vault with a standard cone section.

Pressure side-tapping Resilient-Seated gate valves shall be installed in a Type A vault with an offset cone section unless otherwise noted. A six foot diameter vault shall be used for tapping mains ten inches in diameter or larger, five foot diameter vault when tapping mains eight inches in diameter or less. Pressure insertion Resilient-Seated gate valves shall be installed in a Type A vault with a standard cone, four foot in diameter for mains eight inches in diameter or less, five foot diameter vault for mains ten inches in diameter or larger.

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All vaults shall be equipped with a Type 1 frame and lid with the word "WATER" cast in the lid. The pick holes shall be of the large size per IDOT Standard 604001. All lift holes and holes around the water main shall be completely sealed with mortar inside and out. All joints between vault sections and between adjustment rings shall be completely sealed with mastic only, as directed by the Engineer.

Gate Valves, 3" diameter or larger, used to reconnect 3" or larger water services shall be paid for as valves and not as water service reconnection devices.

Basis of Payment: This work will be paid for at the contract unit price **EACH** for

RESILIENT-SEATED GATE VALVE (SIZE SPECIFIED) IN (SIZE SPECIFIED) VAULT OR VALVE BOX,

which price shall include all excavation, bedding, backfill, blocking, and tapping sleeve or anchor clamps where applicable. Restoration, where **TRENCH BACKFILL** is used in lieu of excavated materials, pavement replacement, and parkway restoration will be paid for separately.

SP-44 FIRE HYDRANT WITH AUXILIARY VALVE

Description: Fire hydrants shall be Waterous Pacer Model WB-67 or Clow Medallion Model F-2545, with a five and a quarter inch (5 1/4") valve opening, two, two and one-half inch (2 1/2") hose nozzles, and one, five inch (5") Storz fitting. The Storz fitting will be unpainted stainless steel and have a UL listing. All connecting pipe bottom flanges shall be mechanical joints. All hydrants shall be painted with two coats of polyurethane high gloss enamel, #31-ISI OSHA Yellow.

Each hydrant shall incorporate a six-inch (6") auxiliary valve and box. All auxiliary valves shall be located a minimum of thirty inches (30") and a maximum of thirty-six inches (36") from the hydrant. Connection of the hydrant and auxiliary valve assembly shall be made with a six-inch (6") diameter ductile iron water main. The installation of the fire hydrants and auxiliary valves shall be in accordance with the attached hydrant details. All auxiliary valves shall incorporate lacing rods from valve to tee.

Hydrants shall be set plumb, with the nozzle and steamer connection facing the roadway. The steamer connection shall be set not less than eighteen inches (18") nor more than twenty-four inches (24") above finished grade.

All new fire hydrants shall be covered or labeled as being out of service, until such time as the new main is brought into service.

Basis of Payment: This work will be paid for at the contract unit price **EACH** for

FIRE HYDRANT WITH AUXILIARY VALVE,

which price shall include all excavation, backfill and compaction, the hydrant, auxiliary valve and box, all six-inch DIWM pipe up to the main line tee, and all fittings.

SP-45 FIRE HYDRANT REMOVAL

Description: This work shall consist of the disconnection and removal of existing hydrants that will no longer be in service because of this contract. Included in this item is the removal of the auxiliary valve and connecting water main, and securely plugging the hydrant tee.

The Contractor MAY NOT REMOVE any fire hydrant without the specific permission of the Engineer.

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Basis of Payment: This work will be paid for at the contract unit price **EACH** for

FIRE HYDRANT REMOVAL,

which price shall include all excavation, backfilling, materials, and transportation necessary to complete this item.

SP-46 STEEL CASING PIPE, (SIZE)

Description: This work shall consist of the auguring or open cut of casing pipe as specified and the installation of water main pipe through it. Water main pipe materials and installation shall comply with all requirements of the DUCTILE IRON WATER MAIN, 8" special provisions of this document.

The casing pipe shall be a new welded steel pipe, capable of withstanding a minimum force of 35,000 PSI, and shall meet the requirements of ASTM-139, Grade B. The following table shall determine the diameter size and wall thickness of the casing pipe:

CASING PIPE

Diameter Size of Water main Pipe	Diameter Size of Casing Pipe	Minimum Wall Thickness
6"	12"	0.250"
8"	16"	0.282"
12"	20"	0.344"

The auger length shall be as shown on the plans, or as directed by the Engineer in the field, and/or shall conform to the following IEPA standards:

- a) Where the horizontal separation between the water main and any storm or sanitary sewer is less than ten feet and the bottom of the water main is less than eighteen inches above the top of the sewer; or
- b) Where the water main crosses less than eighteen inches above or any distance below a sewer.

For condition (a), the casing pipe shall extend the entire length of the above described proximity and for condition (b), the casing shall be installed for a distance of no less than ten feet to either side of the sewer. For the purpose of this special provision, open-ended ditch culverts shall not be considered a sewer.

The auguring of the casing pipe shall be a continuous operation. All joints in the casing shall be welded. Care shall be exercised when auguring to prevent the loss of soil which will create voids outside of the casing.

Power sealer #4810 casing spacers or approved equal shall be used when installing the water main within the casing pipe. Skids shall be securely banded to the water main at frequent intervals such that the pipe is uniformly supported within the casing. Prior to backfilling, the ends of the casing pipe shall be sealed with brick and mortar.

The auger pit shall be large enough to accommodate all equipment; however, this pit shall not be larger than twice the allowable trench width by twice the casing pipe length. The pit shall be protected at all times such that safe working conditions are assured and no hazard is presented to motorists or pedestrians.

Basis of Payment: The work shall be paid for at the contract unit price per **FOOT** for

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STEEL CASING PIPE (SIZE),

which shall include all labor, materials, and necessary equipment to complete the work in place.

SP-47 STEEL CASING PIPE, (SIZE), JACK AND BORE

Description: This work shall consist of the auguring and jacking of steel casing pipe at the location shown on the plans.

The casing pipe shall be a new welded steel pipe, capable of withstanding a minimum force of 35,000 PSI, and shall meet the requirements of ASTM-139, Grade B. The following table shall determine the diameter size and wall thickness of the casing pipe:

CASING PIPE

Diameter Size of Water Main Pipe	Diameter Size of Casing Pipe	Minimum Wall Thickness
6"	12"	0.250"
8"	16"	0.282"
12"	20"	0.344"

The auger length shall be as shown on the plans, or as directed by the Engineer in the field, and/or shall conform to the following IEPA standards:

- a) Where the horizontal separation between the water main and any storm or sanitary sewer is less than ten feet and the bottom of the water main is less than eighteen inches above the top of the sewer; or
- b) Where the water main crosses less than eighteen inches above or any distance below a sewer.

For condition (a), the casing pipe shall extend the entire length of the above described proximity and for condition (b), the casing shall be installed for a distance of no less than ten feet to either side of the sewer.

The auguring of the casing pipe shall be a continuous operation. All joints in the casing shall be welded. Care shall be exercised when auguring to prevent the loss of soil which will create voids outside of the casing.

Power sealer #4810 casing spacers or approved equal shall be used when installing the water main within the casing pipe. Skids shall be securely banded to the water main at frequent intervals such that the pipe is uniformly supported within the casing. After insertion of the water main, the void space between the casing pipe and the carrier pipe shall be filled with non-cohesive granular material and the ends of the casing pipe shall be sealed with brick and mortar.

The auger pit shall be large enough to accommodate all equipment; however, the pit shall be protected at all times such that safe working conditions are assured and no hazard is presented to motorists or pedestrians.

Basis of Payment: The work shall be paid for at the contract unit price per FOOT for **STEEL CASING PIPE (SIZE), JACK AND BORE**, which shall include all labor, materials, and necessary equipment to complete the work in place, including the cost for excavating, shoring, dewatering, and backfilling of the auger pit(s) with suitable material.

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SP-48 CONNECTION TO EXISTING WATER MAIN

Description: The Village of Downers Grove Water Division personnel shall turn off existing Village valves necessary to perform cut-in connections. Cut-in connections shall be performed only after pressure testing, leakage testing and disinfecting of the new water main has been performed and accepted by the Village. Cut-in connections will be performed under the supervision of Water Division personnel.

Basis of Payment: This work will be paid for at the contract unit price **EACH** for

CONNECTION TO EXISTING WATER MAIN, (NON PRESSURE) (SIZE),

which price shall include all labor, materials, and equipment necessary to do the work.

SP-49 PRESSURE TESTING

Description: Upon completion of the proposed water main and prior to the connection of all service lines, the water main shall be subjected to a hydrostatic pressure of 150 PSI gauged, based on the elevation of the lowest point in the line or section under test. The test shall be corrected to the elevation of the test gauge for both pressure and leakage for a period of not less than two (2) hours. Any cracked or defective pipefitting, valves, hydrants found shall be removed and replaced with satisfactory materials and the test repeated until test results are satisfactory. Joints showing visible leaks shall be made watertight. The Engineer or their representative shall witness the pressure test. Allowable leakage shall be as follows:

<u>MAIN SIZE</u>	<u>ALLOWABLE LEAKAGE</u>
12"	0.99 gal. /hr./1000 ft. of water main
10"	0.83 gal. /hr./1000 ft. of water main
8"	0.66 gal. /hr./1000 ft. of water main
6"	0.50 gal. /hr./1000 ft. of water main
4"	0.33 gal. /hr./1000 ft. of water main

Basis of Payment: This work is considered **INCIDENTAL** to the installation of the water main pipe, and no additional compensation will be given for any required re-testing.

SP-50 CHLORINATION

Description: Upon completion of all water mains and after the results of the hydrostatic test are satisfactory, but prior to the connection of all service lines, the water main shall be thoroughly flushed and chlorinated. The liquid-chlorine-gas-mixture method of procedure shall be as follows:

- A.) Prior to chlorinating, all dirt and foreign material shall be removed from the main, or any valved section, by a thorough flushing through the hydrants, or by other approved methods.
- B.) A chlorine gas-water mixture shall be applied by means of a solution-feed chlorinating device, or if approved by the Engineer, the gas shall be fed directly from a chlorine cylinder equipped for diffusion of the gas within the pipes.
- C.) The preferable point of application of the chlorinating agent shall be through a corporation stop inserted near the horizontal axis of the pipe at the beginning of the pipe line extension of any valve section to be placed in service. The water injector for delivering the gas-water mixture into the pipe shall be supplied by a tap on the pressure side of a valve controlling the flow into the pipe to be chlorinated.
- D.) Water from the pressure side of the valve or other source of supply shall be controlled to flow

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very slowly into the newly laid pipeline during the application of chlorine. The rate of chlorine gas-water mixture flow shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the newly laid pipe shall have a chlorine residual of not less than 50 PPM. It shall be left in contact with the main for at least twenty-four (24) hours with a 25-PPM chlorine residual remaining after the contact period.

E.) Following the chlorinating, all treated water shall be thoroughly flushed from the new section of main. Samples shall be collected for bacteriological analysis on two (2) successive days, under the supervision of the Water Division Representative. All samples shall be taken from various points on the new portion of the system, from a copper whip tapped into the new section of water main. The samples taken shall be given to the Water Division Representative for testing. The new section of main shall not be placed into service until the Water Division grants approval.

F.) A representative of the Water Division shall witness chlorinating of the water main.

Basis of Payment: This work is considered **INCIDENTAL** to the installation of the water main pipe, and no additional compensation will be given for repeating any part of the chlorinating procedure, should the residual level of chlorine fail to meet the requirements.

SP-51 LINE STOP EXISTING MAIN

Description: This item shall consist of installing a temporary line stop in the existing water mains that are under pressure. Prior to installing the line stop, the Contractor shall verify the actual diameter of the main at the point where the line stop will be installed. Split sleeves, fittings, and rubber glands shall conform to AWWA C110 and bolts and set screws shall be stainless steel or corrosion resistant materials.

Basis of Payment. This work will be paid for at the contract unit price per **EACH** for

LINE STOP EXISTING MAIN (SIZE SPECIFIED),

which will include all excavation, backfill, tapping equipment, fittings, split sleeves, rubber glands and any joint accessories for a complete line stop installation.

SP-52 ABANDONMENT OF EXISTING WATER MAIN

Description: After final inspection of the new main, and upon notice from the Engineer, the Contractor shall abandon in-place, the existing water main system that has been replaced by the work performed in this contract.

The exposed ends of all disconnected water main pipes shall be plugged with either a minimum of six inches of concrete, eight inches of brick and mortar, or mechanically capped where specified. A Representative of the Water Department shall witness the abandonment.

Abandoned valves shall be closed and the respective valve boxes broken down to a minimum of three feet below grade. Valve vaults shall be broken down to a minimum of three feet below grade, backfilled and compacted to grade. Any valve deemed salvageable by the Engineer shall be removed and transported to the Village's Public Works Building. Water main stubs shall then be plugged or capped in the manner described above.

Basis of Payment: This work shall be paid for at the contract **LUMP SUM** for

ABANDONMENT OF EXISTING WATER MAIN,

which price shall include all costs for exposing, cutting and plugging of main, removal of valves and filling of

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vault. Pavement restoration, parkway restoration, and fire hydrant removal shall be paid for separately.

SP-53 LEAK DETECTION

Description: Upon completion of the proposed water mains and services, **but prior to the placement of any asphalt or concrete roadways**, the water main shall be leak tested.

The work to be done shall include furnishing of all labor, material, transportation, tools, and supplies necessary to acoustically survey the installed water mains and service connections. The Contractor shall be responsible for and shall provide personnel qualified to conduct waterline locating activities during the course of the leak detection survey.

The contractor shall listen on **all** hydrants, valves, and when necessary b-boxes with sensitive sound intensifying instruments to determine areas of leakage. When a leak is discovered, the contractor shall conduct further investigations using an Electronic Leak Correlator to pinpoint the leaks for repairs.

Any cracked or defective pipefitting, valves, hydrants or services found shall be removed and replaced at no additional cost to the Village with satisfactory materials and the test repeated until test results are satisfactory. Upon completion of the leak survey a final report shall be submitted indicating the following, at a minimum:

- 1) A description of the area surveyed including lineal feet of the system surveyed;
- 2) A summary list of leaks including a description of the type of leak (main line, service line, valve or hydrant) and the location of the leak.
- 3) Individual leak detection reports incorporating a diagram of the area surveyed for the suspect leak, as well as information relative to the date and time the leak was detected, the address/location of the leak and the number and type of connection points used.
- 4) A summary list of leak repairs completed including a description of the type of leak (main line, service line, valve or hydrant), the location of the leak and the date and time the leak repair was completed.

Basis of Payment: This work will be paid for at the contract **LUMP SUM** price for

LEAK DETECTION,

which price shall be payment in full for the work as specified herein, and no additional compensation will be given for any required re-testing.

SP-54 IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

Description: If construction activities will result in removal and disposal of excavation spoils, per Illinois Public Act 96-1416 and the Illinois Environmental Protection Agency, soil sampling and analysis, along with certification from a licensed professional engineer (PE) or licensed professional geologist (PG) that the soil is uncontaminated, will be required prior to clean construction and demolition debris (CCDD) facility acceptance. However, if the subject property has never been used for industrial or commercial purposes, and is not adjacent to Potentially Impacted Properties (PIPs), then the site owner or operator may certify that the soil is uncontaminated by use of IEPA form LPC-662.

To facilitate meeting the above requirements, the Village will supply a signed LPC-663 or LPC-662 form. Neither the LPC-663/662, nor the report shall be considered a guarantee that excavated material shall meet the requirements of Illinois Public Act 96-1416, and the Contractor shall be responsible for satisfactory removal and

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disposal of all material as specified herein. No additional environmental testing of the existing on-site material may be performed without prior written permission from the Engineer. In the event that Contractor performs any additional testing without the written permission of the Engineer, Contractor will be required to properly and legally dispose of all material from the project site, regardless of its suitability for disposal in a CCDD facility, at their own expense, without any additional payment for testing, hauling and disposal as specified below.

The Village anticipates that one or more of the following CCDD facilities will accept material from this project:

- Reliable Lyons CCDD, 4226 Lawndale Ave, Lyons, IL 60534
- Hanson Material Service, 125 N Independence Blvd, Romeoville, IL 60446
- Bluff City Materials, 1245 Gifford Rd, Elgin, IL 60120
- Vulcan Materials, 5500 Joliet Rd, McCook, IL 60525
- Heartland Recycling Aurora CCDD, 213 Mettel Rd, Aurora, IL 60505

Contractor shall consult with these facilities prior to submitting a bid for this project. Contractor shall base their bid on hauling all CCDD generated by this project to these facilities. No additional compensation will be allowed for hauling to any other facilities, for any reason, unless none of the above listed facilities will accept the material. If an alternate facility was approved by the Village prior to bid submittal, and that facility will no longer accept the material, the facilities listed above shall be used by the Contractor at no additional cost to the Village, unless none of the above facilities will accept the material. In the case where neither any of the above listed facilities, nor a pre-approved alternate facility, will accept the material, the Village and Contractor shall attempt to locate an alternate facility, unless the material is classified as unsuitable for disposal in a CCDD facility, in which case it shall be hauled to a landfill and paid for as specified below. Should the Contractor wish to haul material to an alternate facility, the name, location and contact information for the proposed facility shall be submitted to the Village for evaluation, a minimum of five (5) calendar days prior to submission of a bid. Any costs associated with additional sampling, analysis, and/or reporting to meet the acceptance requirements of the alternate facility shall be borne by the bidding Contractor and included within the Contractor's bid. By submitting a bid, Contractor agrees that at least one (1) of the above listed facilities, or an alternate facility approved by the Village in writing prior to the submission of the bid, will accept the material and shall be used for disposal of all CCDD from this project, unless otherwise determined to be non-hazardous special waste as specified below. In the event that the Contractor needs to alter the CCDD facility used for placement of excavated material, the Contractor shall notify the Engineer no later than three (3) days in advance of the planned alteration. In no event shall material be hauled to an alternate facility without the written permission of the Engineer.

Construction Requirements: The Contractor shall be responsible for satisfactory removal and disposal of all waste material, asphalt, concrete, stone, dirt, and debris generated or discovered in the course of the work. Removal and disposal of excavation items being disposed of at a clean construction and demolition debris (CCDD) facility shall meet the requirements of Public Act 96-1416. This work shall be incidental and shall not be paid for separately, with the exception of the **ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE** as specified below.

The temporary storing of excavated materials within the public right-of-way or project limits shall not be allowed unless approved by the Engineer. It shall be the Contractor's responsibility to find an approved dumpsite for debris and any excavated materials. The Village will not provide one.

The Contractor shall employ a licensed testing firm, as approved by Engineer, to screen each truck-load of material on-site, using a PID or FID field screen or other acceptable method. The PID shall be calibrated on a daily basis. The Contractor shall enter all truck-loads leaving the site into an on-site screening log including, but not limited to, project name, date, time, weather conditions, name of screener, hauling company, truck number, screening method, background PID reading, calibrated PID reading, truck/bucket PID reading, and description

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of materials screened. Each day prior to the first truck leaving the site, Engineer and Contractor's testing consultant shall agree on the allowable PID reading in accordance with the receiving CCDD facility procedures (typically 0.0 or daily background levels). The receiving CCDD facility may be consulted daily, or periodically, as needed to verify that the appropriate value is being used. If said screen indicates levels that will be unacceptable for disposal at the CCDD facility, the material shall be quarantined on-site for further evaluation. If material is rejected at the CCDD facility, it shall be returned to the project site and quarantined for further evaluation. No additional compensation shall be allowed for returning a rejected load back to the project site, or any other additional hauling, loading, unloading, etc, as may be required. Should it be determined by the Village or Village's agent that the material is not suitable for disposal in a CCDD facility, the Contractor shall be responsible for properly disposing of the material at an acceptable landfill, and providing the Village with all of the proper paperwork to document the material disposal with the IEPA. This work shall be paid for as specified below. If a truck-load is rejected by a CCDD facility after leaving the project site, and said truck-load is not identified in the on-site screening log, the Contractor shall still be required to properly dispose of the material and provide the Village with the necessary documentation, but shall not be additionally compensated as specified below.

All additional work to satisfy these requirements shall be the responsibility of the Contractor. All costs associated with meeting these requirements shall be paid for as specified herein. These costs shall include but are not limited to all required testing, lab analysis, and certification by a licensed professional engineer (PE) or licensed professional geologist (PG), if required, in addition to the cost of additional hauling, dump fees, etc. Payment for this work shall be in addition to payment for EARTH EXCAVATION per the contract unit price. No adjustment to the contract unit price will be allowed due to changes to quantities based on actual field conditions.

Basis of Payment: This work shall be paid for at the contract unit price per **LOAD** for

ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE,

which price shall be payment in full for the work as specified herein.

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

V. BID and CONTRACT FORM (Village)

*****THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award

BIDDER:

H. Linden & Sons Sewer and Water, Inc.

Company Name

722 E. SOUTH ST. UNIT D
PLANO, IL 60545

Street Address of Company

City, State, Zip

630-884-4090

Business Phone

630-522-0955

Business Fax

ATTEST: if a Corporation

[Signature]

Signature of Corporation Secretary

Date

3/7/25

shell@hlindensons.com
E-mail Address

Steve Linden
Contact Name (Print)

630-884-4090
24-Hour Telephone

[Signature]
Signature of Officer, Partner or Sole Proprietor

Brian Linden, President
Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

V. BID and CONTRACT FORM (Contractor)

*****THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award

BIDDER:

<u>H. Linden & Sons Sewer and Water, Inc.</u>	<u>3/7/25</u>
Company Name	Date
<u>722 E. SOUTH ST. UNIT D</u>	<u>shell@hlindensons.com</u>
<u>PLANO, IL 60545</u>	E-mail Address
Street Address of Company	<u>Steve Linden</u>
<u></u>	Contact Name (Print)
City, State, Zip	<u>630-884-4090</u>
<u>630-884-4090</u>	24-Hour Telephone
Business Phone	<u>B. Linden</u>
<u>630-522-0955</u>	Signature of Officer, Partner or Sole Proprietor
Business Fax	<u>Brian Linden, President</u>
ATTEST: if a Corporation	Print Name & Title
<u>It Ll</u>	
Signature of Corporation Secretary	

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

PAY ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	TOTAL QTY	UNIT COST	TOTAL COST
1	25200200	SUPPLEMENTAL WATERING	UNIT	60	100.00	6,000.00
2	40600290	BITUMINOUS MATERIALS (TACK COAT), TRACKLESS	POUND	5,180	.01	51.80
3	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	300	23.00	6,900.00
4	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL- 9.5, MIX "D", N50	TON	970	95.00	92,150.00
5	40602978	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	970	95.00	92,150.00
6	42400200	P.C.C. SIDEWALK 5 INCH	SQ FT	260	12.00	3,120.00
7	44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	7,900	6.00	47,400.00
8	67100100	MOBILIZATION	LSUM	1	30,000.00	30,000.00
9	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	82	10.00	820.00
10	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,770	3.00	5,310.00
11	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	80	9.00	720.00
12	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	50	18.00	900.00
13	SP-3	PRECONSTRUCTION VIDEOTAPING	LSUM	1	2,000.00	2,000.00
14	SP-4	CONSTRUCTION STAKING AND RECORD DRAWINGS	LSUM	1	20,000.00	20,000.00
15	SP-5	TREE PROTECTION	FOOT	1,910	10.00	19,100.00
16	SP-6	TREE ROOT PRUNING	EACH	16	120.00	1,920.00
17	SP-7	TREE PRUNING	EACH	30	90.00	2,700.00
18	SP-9	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS - MEADOWCREST DR	LSUM	1	65,000.00	65,000.00
19	SP-9	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS - 60TH PL	LSUM	1	65,000.00	65,000.00
20	SP-9	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS - CARPENTER ST	LSUM	1	65,000.00	65,000.00
21	SP-9	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS - SARATOGA AVE	LSUM	1	65,000.00	65,000.00
22	SP-10	STREET SWEEPING AND DUST CONTROL	HOURL	45	1.00	45.00
23	SP-11	PERIMETER EROSION BARRIER	FOOT	70	5.00	350.00
24	SP-11	INLET FILTERS	EACH	48	180.00	8,640.00
25	SP-12	TRENCH BACKFILL	CU YD	3,280	51.00	167,280.00
26	SP-13	TEMPORARY SURFACE OVER TRENCH - AGGREGATE (CA-6), 6"	SQ YD	3,610	6.00	21,660.00
27	SP-14	AGGREGATE FOR TEMPORARY ACCESS	CU YD	140	48.00	6,720.00
28	SP-15	EXPLORATORY TRENCH, SPECIAL	CU YD	100	10.00	1,000.00
29	SP-16	PARKWAY RESTORATION, SPECIAL	SQ YD	3,570	16.00	57,120.00
30	SP-17	STREAMBANK STABILIZATION	SQ YD	10	80.00	800.00
31	SP-18	UNDERCUTTING FOR UTILITIES	CU YD	40	1.00	40.00

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32	SP-19	CLASS D PATCH, 6", SPECIAL	SQ YD	3,610	49.00	176,890.00
33	SP-20	DRIVEWAY PAVEMENT REMOVAL	SQ YD	810	10.00	8,100.00
34	SP-21	P.C.C. DRIVEWAY PAVEMENT, 6"	SQ YD	160	76.00	12,160.00
35	SP-21	P.C.C. DRIVEWAY PAVEMENT, 8"	SQ YD	30	114.00	3,420.00
36	SP-22	DETECTABLE WARNINGS	SQ FT	230	45.00	10,350.00
37	SP-23	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT	SQ FT	7,000	14.00	98,000.00
38	SP-24	EXCAVATION, SPECIAL	CU YD	12	100.00	1,200.00
39	SP-25	CONCRETE CURB, TYPE B, VARIABLE HEIGHT	FOOT	30	64.00	1,920.00
40	SP-26	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	520	45.00	23,400.00
41	SP-26	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 8"	SQ YD	150	70.00	10,500.00
42	SP-27	COMBINATION CURB AND GUTTER REMOVAL & REPLACEMENT, B6.12	FOOT	200	45.00	9,000.00
43	SP-27	COMBINATION CURB AND GUTTER REMOVAL & REPLACEMENT, M6.12	FOOT	840	45.00	37,800.00
44	SP-28	SANITARY SERVICE RECONNECTION	EACH	15	1,000.00	15,000.00
45	SP-29	ADJUSTING SANITARY SERVICE LINES	EACH	15	1,000.00	15,000.00
46	SP-30	DRAINAGE & UTILITY STRUCTURE TO BE ADJUSTED	EACH	17	1,000.00	17,000.00
47	SP-31	FRAMES AND LIDS TO BE ADJUSTED, SANITARY (SPECIAL)	EACH	8	2,000.00	16,000.00
48	SP-32	DRAINAGE STRUCTURE TO BE REMOVED	EACH	1	500.00	500.00
49	SP-33	PLUG EXISTING STORM SEWER	EACH	6	300.00	1,800.00
50	SP-34	STORM SEWER REMOVAL, 10"	FOOT	90	5.00	450.00
51	SP-34	STORM SEWER REMOVAL, 12"	FOOT	580	5.00	2,900.00
52	SP-35	STORM SEWERS, RIVETED GALVANIZED CMP, 10"	FOOT	90	100.00	9,000.00
53	SP-35	STORM SEWERS, RIVETED GALVANIZED CMP, 12"	FOOT	390	85.00	33,150.00
54	SP-35	STORM SEWERS, PVC, 12"	FOOT	80	125.00	10,000.00
55	SP-35	STORM SEWERS, TYPE I, WATER MAIN QUALITY PIPE, 12"	FOOT	70	125.00	8,750.00
56	SP-35	STORM SEWERS, TYPE II, WATER MAIN QUALITY PIPE, 12"	FOOT	50	125.00	6,250.00
57	SP-35	STORM SEWERS, TYPE I, RCP, 12"	FOOT	250	105.00	26,250.00
58	SP-35	STORM SEWERS, TYPE II, RCP, 12"	FOOT	390	105.00	40,950.00
59	SP-36	CATCHBASIN, TYPE C, EJW 7045 FRAME AND GRATE	EACH	4	4,000.00	16,000.00
60	SP-36	MANHOLE, 4' DIA., TYPE A, TYPE 1 FRAME AND GRATE, CL	EACH	6	4,000.00	24,000.00
61	SP-37	DUCTILE IRON WATER MAIN PIPE (6")	FOOT	270	110.00	29,700.00
62	SP-37	DUCTILE IRON WATER MAIN PIPE (8")	FOOT	3,560	125.00	445,000.00
63	SP-37	DUCTILE IRON WATER MAIN PIPE (12")	FOOT	20	300.00	6,000.00
64	SP-40	WATER SERVICE, 1 1/2", SHORT OPEN CUT	EACH	21	4,000.00	84,000.00
65	SP-40	WATER SERVICE, 1 1/2", LONG PUSHED	EACH	24	5,000.00	120,000.00

Page 2 Total 1,320,440

66	SP-40	WATER SERVICE, 2", SHORT OPEN CUT	EACH	2	6,000.00	12,000.00
67	SP-41	COMPLETE WATER SERVICE LINE REPLACEMENT, SHORT	EACH	1	10,000.00	10,000.00
68	SP-41	COMPLETE WATER SERVICE LINE REPLACEMENT, LONG	EACH	1	12,000.00	12,000.00
69	SP-43	RESILIENT - SEATED GATE VALVE (6"), IN 5' VAULT	EACH	4	7,000.00	28,000.00
70	SP-43	RESILIENT - SEATED GATE VALVE (8"), IN 5' VAULT	EACH	15	8,000.00	120,000.00
71	SP-44	FIRE HYDRANT WITH AUXILIARY VALVE	EACH	15	7,000.00	105,000.00
72	SP-45	FIRE HYDRANT REMOVAL	EACH	11	750.00	8,250.00
73	SP-46	STEEL CASING PIPE, 12"	FOOT	20	150.00	3,000.00
74	SP-46	STEEL CASING PIPE, 16"	FOOT	220	200.00	44,000.00
75	SP-47	STEEL CASING PIPE, 16", JACK AND BORE	FOOT	40	200.00	8,000.00
76	SP-48	CONNECTION TO EXISTING WATER MAIN (NON PRESSURE 6")	EACH	11	5,000.00	55,000.00
77	SP-48	CONNECTION TO EXISTING WATER MAIN (NON PRESSURE 8")	EACH	5	6,000.00	30,000.00
78	SP-48	CONNECTION TO EXISTING WATER MAIN (NON PRESSURE 12")	EACH	3	9,000.00	27,000.00
79	SP-51	LINE STOP EXISTING MAIN, 6"	EACH	6	1,000.00	6,000.00
80	SP-51	LINE STOP EXISTING MAIN, 8"	EACH	3	2,000.00	6,000.00
81	SP-51	LINE STOP EXISTING MAIN, 12"	EACH	2	3,000.00	6,000.00
82	SP-52	ABANDONMENT OF EXISTING WATER MAIN - MEADOWCREST DR	LSUM	1	10,000.00	10,000.00
83	SP-52	ABANDONMENT OF EXISTING WATER MAIN - 60TH PL	LSUM	1	10,000.00	10,000.00
84	SP-52	ABANDONMENT OF EXISTING WATER MAIN - CARPENTER ST	LSUM	1	10,000.00	10,000.00
85	SP-52	ABANDONMENT OF EXISTING WATER MAIN - SARATOGA AVE	LSUM	1	10,000.00	10,000.00
86	SP-53	LEAK DETECTION	LSUM	1	10,000.00	10,000.00
87	SP-54	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	140	100.00	14,000.00
88X	SP-55	AGGREGATE SHOULDERS, TYPE B, 6"	SQ YD	240	50.00	12,000.00
89X	SP-56	TEMPORARY BITUMINOUS PATCH	TON	350	25.00	8,750.00

Total Base Bid 2,740,336.80

Page 3 Total 565,000

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

SCHEDULE OF PRICES:

PAY ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	TOTAL QTY	UNIT COST	TOTAL COST
1	25200200	SUPPLEMENTAL WATERING	UNIT	60		
2	40600290	BITUMINOUS MATERIALS (TACK COAT), TRACKLESS	POUND	5,180		
3	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	300		
4	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	970		
5	40602978	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	970		
6	42400200	P.C.C. SIDEWALK 5 INCH	SQ FT	260		
7	44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	7,900		
8	67100100	MOBILIZATION	LSUM	1		
9	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	82		
10	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,770		
11	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	80		
12	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	50		
13	SP-3	PRECONSTRUCTION VIDEOTAPING	LSUM	1		
14	SP-4	CONSTRUCTION STAKING AND RECORD DRAWINGS	LSUM	1		
15	SP-5	TREE PROTECTION	FOOT	1,910		
16	SP-6	TREE ROOT PRUNING	EACH	16		
17	SP-7	TREE PRUNING	EACH	30		
18	SP-9	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS - MEADOWCREST DR	LSUM	1		
19	SP-9	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS - 60TH PL	LSUM	1		
20	SP-9	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS - CARPENTER ST	LSUM	1		
21	SP-9	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS - SARATOGA AVE	LSUM	1		
22	SP-10	STREET SWEEPING AND DUST CONTROL	HOURL	45		
23	SP-11	PERIMETER EROSION BARRIER	FOOT	70		
24	SP-11	INLET FILTERS	EACH	48		
25	SP-12	TRENCH BACKFILL	CU YD	3,280		
26	SP-13	TEMPORARY SURFACE OVER TRENCH - AGGREGATE (CA-6), 6"	SQ YD	3,610		
27	SP-14	AGGREGATE FOR TEMPORARY ACCESS	CU YD	140		
28	SP-15	EXPLORATORY TRENCH, SPECIAL	CU YD	100		
29	SP-16	PARKWAY RESTORATION, SPECIAL	SQ YD	3,570		
30	SP-17	STREAMBANK STABILIZATION	SQ YD	10		
31	SP-18	UNDERCUTTING FOR UTILITIES	CU YD	40		
32	SP-19	CLASS D PATCH, 6", SPECIAL	SQ YD	3,610		
33	SP-20	DRIVEWAY PAVEMENT REMOVAL	SQ YD	810		
34	SP-21	P.C.C. DRIVEWAY PAVEMENT, 6"	SQ YD	160		
35	SP-21	P.C.C. DRIVEWAY PAVEMENT, 8"	SQ YD	30		
36	SP-22	DETECTABLE WARNINGS	SQ FT	230		
37	SP-23	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT	SQ FT	7,000		
38	SP-24	EXCAVATION, SPECIAL	CU YD	12		

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

39	SP-25	CONCRETE CURB, TYPE B, VARIABLE HEIGHT	FOOT	30		
40	SP-26	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	520		
41	SP-26	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 8"	SQ YD	150		
42	SP-27	COMBINATION CURB AND GUTTER REMOVAL REMOVAL & REPLACEMENT, B6.12	FOOT	200		
43	SP-27	COMBINATION CURB AND GUTTER REMOVAL REMOVAL & REPLACEMENT, M6.12	FOOT	840		
44	SP-28	SANITARY SERVICE RECONNECTION	EACH	15		
45	SP-29	ADJUSTING SANITARY SERVICE LINES	EACH	15		
46	SP-30	DRAINAGE & UTILITY STRUCTURE TO BE ADJUSTED	EACH	17		
47	SP-31	FRAMES AND LIDS TO BE ADJUSTED, SANITARY (SPECIAL)	EACH	8		
48	SP-32	DRAINAGE STRUCTURE TO BE REMOVED	EACH	1		
49	SP-33	PLUG EXISTING STORM SEWER	EACH	6		
50	SP-34	STORM SEWER REMOVAL, 10"	FOOT	90		
51	SP-34	STORM SEWER REMOVAL, 12"	FOOT	580		
52	SP-35	STORM SEWERS, RIVETED GALVANIZED CMP, 10"	FOOT	90		
53	SP-35	STORM SEWERS, RIVETED GALVANIZED CMP, 12"	FOOT	390		
54	SP-35	STORM SEWERS, PVC, 12"	FOOT	80		
55	SP-35	STORM SEWERS, TYPE I, WATER MAIN QUALITY PIPE, 12"	FOOT	70		
56	SP-35	STORM SEWERS, TYPE II, WATER MAIN QUALITY PIPE, 12"	FOOT	50		
57	SP-35	STORM SEWERS, TYPE I, RCP, 12"	FOOT	250		
58	SP-35	STORM SEWERS, TYPE II, RCP, 12"	FOOT	390		
59	SP-36	CATCHBASIN, TYPE C, EJW 7045 FRAME AND GRATE	EACH	4		
60	SP-36	MANHOLE, 4' DIA., TYPE A, TYPE 1 FRAME AND GRATE, CL	EACH	6		
61	SP-37	DUCTILE IRON WATER MAIN PIPE (6")	FOOT	270		
62	SP-37	DUCTILE IRON WATER MAIN PIPE (8")	FOOT	3,560		
63	SP-37	DUCTILE IRON WATER MAIN PIPE (12")	FOOT	20		
64	SP-40	WATER SERVICE, 1 1/2", SHORT OPEN CUT	EACH	21		
65	SP-40	WATER SERVICE, 1 1/2", LONG PUSHED	EACH	24		
66	SP-40	WATER SERVICE, 2", SHORT OPEN CUT	EACH	2		
67	SP-41	COMPLETE WATER SERVICE LINE REPLACEMENT, SHORT	EACH	1		
68	SP-41	COMPLETE WATER SERVICE LINE REPLACEMENT, LONG	EACH	1		
69	SP-43	RESILIENT - SEATED GATE VALVE (6"), IN 5' VAULT	EACH	4		
70	SP-43	RESILIENT - SEATED GATE VALVE (8"), IN 5' VAULT	EACH	15		
71	SP-44	FIRE HYDRANT WITH AUXILIARY VALVE	EACH	15		
72	SP-45	FIRE HYDRANT REMOVAL	EACH	11		
73	SP-46	STEEL CASING PIPE, 12"	FOOT	20		
74	SP-46	STEEL CASING PIPE, 16"	FOOT	220		
75	SP-47	STEEL CASING PIPE, 16", JACK AND BORE	FOOT	40		
76	SP-48	CONNECTION TO EXISTING WATER MAIN (NON PRESSURE 6")	EACH	11		
77	SP-48	CONNECTION TO EXISTING WATER MAIN (NON PRESSURE 8")	EACH	5		
78	SP-48	CONNECTION TO EXISTING WATER MAIN (NON PRESSURE 12")	EACH	3		
79	SP-51	LINE STOP EXISTING MAIN, 6"	EACH	6		

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

80	SP-51	LINE STOP EXISTING MAIN, 8"	EACH	3		
81	SP-51	LINE STOP EXISTING MAIN, 12"	EACH	2		
82	SP-52	ABANDONMENT OF EXISTING WATER MAIN - MEADOWCREST DR	LSUM	1		
83	SP-52	ABANDONMENT OF EXISTING WATER MAIN - 60TH PL	LSUM	1		
84	SP-52	ABANDONMENT OF EXISTING WATER MAIN - CARPENTER ST	LSUM	1		
85	SP-52	ABANDONMENT OF EXISTING WATER MAIN - SARATOGA AVE	LSUM	1		
86	SP-53	LEAK DETECTION	LSUM	1		
87	SP-54	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	140		

Total Base Bid _____

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

BIDDER’S CERTIFICATION (page 1 of 4)

With regard to 2025 Water Main Improvements Bidder H. Linden & Sons Sewer and Water, Inc.
WA-028A (Name of Project) Contract A (Name of Bidder)
 hereby certifies the following:

1. Bidder is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-11 (Bid Rigging) or 720 ILCS 5/33E-11 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS §12-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Illinois Department of Labor, or the Davis-Bacon Wage Act, whichever is higher, shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove in accordance with the Terms & Conditions;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

BIDDER'S CERTIFICATION (page 2 of 4)

BY: [Signature]
Bidder's Authorized Agent

36-2930832

FEDERAL TAXPAYER IDENTIFICATION NUMBER

OR _____
Social Security Number



Subscribed and sworn to before me
this 7th day of March, 2025.
Staci Terando
Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Bidder is a corporation organized and existing under the laws of the State of IL, which operates under the Legal name of H. Linden & Sons Sewer and Water, Inc., and the full names of its Officers are as follows:

President: Brian Linden

Secretary: Steve Linden

Treasurer: Steve Linden

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

BIDDER'S CERTIFICATION (page 3 of 4)

The partnership does business under the legal name of: _____
 which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
 and if operating under a trade name, said trade name is: _____
 which name is registered with the office of _____ in the state of _____.

6. Are you willing to comply with the Village's insurance requirements within 13 days of the award of the contract? yes

INSURER'S NAME: CNA

AGENT: Brown & Brown

Street Address: 263 Shuman Blvd., Suite 110

City, State, Zip Code: Naperville, IL 60563

Telephone Number: 630-245-4600

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: H. Linden & Sons Sewer and Water, Inc.

Print Name and Title of Authorizing Signature: Steve Linden, Sec/Treas.

Signature: [Signature]

Date: 3/7/2025



Brown & Brown of Illinois, Inc.
263 Shuman Blvd. Suite 110
Naperville, IL 60563
P: (630) 245-4600 | F: (630) 245-4601
Bbrown.com

March 3, 2025

Re: Contractor: H. Linden & Sons Sewer and Water, Inc.

Job: V of Downers Grove - 2025 Water Main Improvements Contract A

To Whom It May Concern:

Please be advised that we have reviewed the insurance requirements and are prepared to certify that the required policies are in effect or we will issue the equivalent coverage as set forth in the Contract Documents upon award of the captioned project to the bidder.

If you should have any questions, please contact the undersigned.

Sincerely,

Brown & Brown of Illinois, Inc.

Jordan Rinehart

Jordan Rinehart



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/04/2025

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 Brown & Brown Insurance Services, Inc. 263 Shuman Blvd., Suite 110 Naperville IL 60563		CONTACT NAME: Trecia Scott PHONE (A/C, No, Ext): (630) 245-4600 FAX (A/C, No): (630) 245-4601 E-MAIL ADDRESS: trecia.scott@bbrown.com	
INSURED H. Linden & Sons Sewer & Water, Inc. 722 E South St, Unit D Plano IL 60545		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company NAIC # 20443 INSURER B: The Continental Insurance Company 35289 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2025-2026 **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	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COM/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED ☒ RETENTION \$ 10,000						\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			6045480941	01/01/2025	01/01/2026	Limit \$200,000 Deductible \$1,000

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

RE: Bid for 2025 Water Main Improvements Contract A

The Village of Downers, its officers, officials, employees and volunteers and Downers Grove Park District, its officers officials, employees and volunteers are included as Additional Insureds on a primary and non-contributory basis with respects to the General Liability and Auto as required by written contract. Waiver of subrogation is granted in favor of the same with respects to the Workers Compensation as required by written contract. Umbrella is follow form. 30 Day Notice of Cancellation is provided to the certificate holder with respects to the General Liability.

CERTIFICATE HOLDER

CANCELLATION

Village of Downers Grove 5101 Walnut Ave Downers Grove IL 60515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

BIDDER'S CERTIFICATION (page 4 of 4)

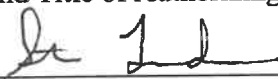
NON-COLLUSION AND CERTIFICATION STATEMENT

1. By submission of the Bid, each Bidder 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:
 - a. 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;
 - b. 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 Bid opening; and
 - c. 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. Also, each Bidder shall submit a certification regarding compliance with Article 33 E-11 of the Illinois Criminal Code of 1961 [720 ILCS 5/33 E-11]; and
2. Each person signing the Bid shall certify that (check one):

— He/she is the person in the Bidder's organization responsible for the decision as to the prices being bid and that he/she has not participated, and will not participate, in any action contrary to 1.a. through 1.c.; or

— He/she is not the person in the Bidder's organization responsible for the decision as to the prices being bid but that he/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 1.a. through 1.c., and as their agent shall so certify. He/She shall also certify that he/she has not participated, and will not participate, in any action contrary to 1.a. through 1.c.

Print Name and Title of Authorizing Signature: Steve Linden, Sec/Treas.

Signature: 

Date: 3/7/2025



Brown & Brown of Illinois, Inc
263 Shuman Blvd. Suite 110
Naperville, IL 60563
P: (630) 245-4600 | F: (630) 245-4601

bbinsurance.com

March 7, 2025

Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515

RE: H. Linden & Sons Sewer & Water Co.

Project: 2025 Water Main Improvements Contract A

To Whom It May Concern:

Please be advised that we are the bonding agent for H. Linden & Sons Sewer & Water Co. This contractor obtains their bonds through North American Specialty Insurance Company, 1200 Main St., Suite 800, Kansas City, MO 64105. As stated in the A.M. Best Rating Guide North American Specialty Insurance Company has a rating of A+ XV.

North American Specialty Insurance Company would be willing to entertain a performance and payment bond request on behalf of H. Linden & Sons Sewer & Water Co. Both the surety and the contractor would issue the bond in 100% of the total contract price on the required forms.

This letter shall serve to verify that the information provided by H. Linden & Sons Sewer & Water Co., in the pre-qualification form in regard to the surety and bonding information is correct. I trust that this information satisfies your inquiry. Should you require anything further, please do not hesitate to call.

Sincerely,

Brown & Brown of Illinois

A handwritten signature in black ink, appearing to read 'Kimberly Holmes', written over a horizontal line.

Kimberly Holmes
Bond Manager

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE H. Linden & Sons Sewer & Water, Inc.
722 E. South Street, Unit D Plano, IL 60545

as Principal, hereinafter called the Principal, and Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800, Kansas City, MO 64105

a corporation duly organized under the laws of the State of MO

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Downers Grove
5101 Walnut Avenue Downers Grove, IL 60515

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2025 Water Main Improvements Contract A

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 7th day of March, 2025

(Witness)

H. Linden & Sons Sewer & Water, Inc.

(Principal)

(Seal)

By: B. Linden, President

(Title)

Mary Null

(Witness)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

(Seal)

By: Ann Marie Waters

Attorney-in-Fact Ann Marie Waters

(Title)

SS

STATE OF ILLINOIS

COUNTY OF DuPage

I, Rachel E. Hernandez Notary Public of DuPage County, in the State of
Illinois, do hereby certify that Ann Marie Waters Attorney-in-Fact, of the
Swiss Re Corporate Solutions America Insurance Corporation

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 she signed, sealed and delivered said instrument, for and on
behalf of the Swiss Re Corporate Solutions America Insurance Corporation

_____ for the used and purposes
therein set forth.

Given under my hand and notarial seal at my office in the City of
Naperville in said County, this 7th day of March A.D., 20 25

Rachel E. Hernandez
(Notary Public) Rachel E. Hernandez
My Commission expires: 03/11/2028

Notary Seal:



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

WILLIAM CAHILL, KIMBERLY SAWICKI, ANN MARIE WATERS, KIMBERLY R. HOLMES, KAREN A. RYAN, RICHARD A. FREEBOURN,
 RACHEL E. HERNANDEZ and BRENT R. WAGNER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation: and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
 Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
 Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 26TH day of JANUARY, 20 23

State of Illinois
 County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
 Swiss Re Corporate Solutions Premier Insurance Corporation
 Westport Insurance Corporation

On this 26TH day of JANUARY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
 Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of March, 20 25.

Jeffrey Goldberg
 Jeffrey Goldberg, Senior Vice President &
 Assistant Secretary of SRCSAIC and
 SRCSPIC and WIC

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

BID BOND

See attached →

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

Signed, this _____ day of _____, 20 _____.

The Condition of the above obligation is such that whereas the Principal has submitted to _____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

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.

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

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

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

Principal attached L.S.

Surety _____

By: _____

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

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

PERFORMANCE BOND

KNOW ALL MEN 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 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 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 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)

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

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.

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

PAYMENT BOND

KNOW ALL MEN 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 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 the _____ day of _____ 20 _____.

ATTEST: _____

(SEAL)

By: _____

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

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.

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

MUNICIPAL REFERENCE LIST

Municipality: see attached

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Contract No.	Contract Name and/or Description	Contract Amount	Date of Contract	Date Completed	Mailing	City	State	Zip	Contact	Phone	Email
2024											
2024-05	Sycamore - Cross Street Watermain	\$819,130.00	1/9/2024		541 Dekalb Avenue	Sycamore	IL	60178	Mark Bushnell	815-895-4657	mbushnell@cityofsvcamore.com
2024-04	Crest Hill - Parkrose Street Watermain	\$1,533,203.21	3/7/2024		20600 City Center Boulevard	Crest Hill	IL	60403	Alex Schaefer	815-770-2850	aschaefer@cbbel.com
2024-03	Algonquin - Braewood Lift Station	\$1,053,592.00	4/16/2024		2200 Hamish Drive	Algonquin	IL	60102	Clifton Ganek	847-658-1605	CliftonGanek@algonquin.org
2024-02	Downers Grove - 2024 Watermain	\$1,778,055.33	5/17/2024		5101 Walnut Avenue	Downers Grove	IL	60515	Brian Gilmore	630-434-2453	bilmore@downers.us
2024-01	St. Charles - Riverside Culvert	\$2,027,788.45	6/3/2024		2 East Main Street	St. Charles	IL	60174	Chris Gottlieb	630-377-4408	cgottlieb@stcharlesil.gov
2023											
2023-06	Westmont - Linden Warwick Dallas Water Main Replacement	\$982,205.00	3/21/2023	12/4/2023	155 East Burlington Avenue	Westmont	IL	60559	Amy Ries	630-918-9270	aries@westmont.il.gov
2023-05	Frankfort - Oregon Street and Sycamore Lane Water Main Improvements	\$920,161.00	4/17/2023	11/6/2023	432 West Nebraska Street	Frankfort	IL	60423	Van Calombaris	815-412-2014	vcalombaris@reld.com
2023-04	Westmont - 57th Street Storm Sewer	\$418,555.00	4/21/2023	11/17/2023	155 East Burlington Avenue	Westmont	IL	60559	Amy Ries	630-918-9270	aries@westmont.il.gov
2023-03	Algonquin - Pressure Valve Replacement YR 2	\$232,323.00	8/15/2023		2200 Hamish Drive	Algonquin	IL	60102	Razvan Calin	847-823-0500	rcalin@cbbel.com
2023-02	Algonquin - Towne Park / Crystal Creek Water Main	\$525,280.00	10/17/2023		2200 Hamish Drive	Algonquin	IL	60102	Razvan Calin	847-823-0500	rcalin@cbbel.com
2023-01	Algonquin - Highland Avenue Water Main	\$402,933.00	10/17/2023		2200 Hamish Drive	Algonquin	IL	60102	Razvan Calin	847-823-0500	rcalin@cbbel.com
2022											
2022-05	Monroe - Wilson Street Area Water Main Improvements	\$1,243,785.00	12/20/2022	3/20/2024	5130 West Court Street	Monroe	IL	60449	Geoff Aggen	815-484-2664	gaggen@reld.com
2022-04	Frankfort - Colony Lane and Heritage Court Water Main Improvements	\$858,819.24	7/16/2022	8/25/2023	432 West Nebraska Street	Frankfort	IL	60423	Carrie Pinter	815-412-2715	cpinter@reld.com
2022-03	Bartlett - Herrick House Lift Station & Foremain Rehab	\$1,347,770.00	5/3/2022	4/14/2024	228 S. Main Street	Bartlett	IL	60103	Terry Heikamp	630-587-0470	t.heikamp@trotterinc.com
2022-02	Glenview - Larch Avenue, Lineman Street, & Pfingsten Road Improvements	\$2,698,117.08	4/5/2022	3/14/2023	2500 East Lake Avenue	Glenview	IL	60026	Eric Pugh	847-904-4235	epugh@qlenview.il.us
2022-01	Illinois Department of Transportation - Reconstruction of Intersection	\$2,755,453.50	1/21/2022	11/16/2023	2300 South Diksen Parkway	Springfield	IL	62764	Chris Tiedt	815-338-4301	ctiedt@woodstockil.gov
2021											
2021-05	Alsip - Water Main Improvements	\$2,765,240.00	4/27/2021	7/24/2022	4500 W. 123rd St.	Alsip	IL	60803	Greg Kamplain	815-412-2016	Gkamplain@reld.com
2021-04	East Hazel Crest - Water Main Replacement	\$969,512.00	4/14/2021	6/22/2022	1904 W. 174th St	East Hazel Crest	IL	60429	Melanie Arnold	815-415-2707	marnold@reld.com
2021-03	Montgomery - Route 31 Water Main Replacement	\$570,289.00	6/3/2021	7/15/2022	200 N. River St.	Montgomery	IL	60538	Michael Schweishal	630-466-6728	Mschweishal@eelweb.com
2021-02	Merrionette Park - Water Main Replacement	\$848,021.00	10/22/2021	12/16/2021	11720 Kedzie Ave.	Merrionette Park	IL	60803	Joelle King	708-210-5547	jking3@reld.com
2021-01	Mount Prospect - Drainage Improvements	\$6,421,747.20	4/21/2021	11/4/2021	1700 West Central Road	Mount Prospect	IL	60056	Sean Dorsey	847-970-5640	Scorsey@mountprospect.org
2020											
2020-09	Burnham - 145th Street WM Extension	\$251,444.00	10/10/2020	9/3/2021	14450 S. Mainstee Avenue	Burnham	IL	60663	David Shilling	708-210-5688	Dshilling@reld.com
2020-08	Chicago Heights - W. 10 Storm Culvert Replacement	\$381,315.00	11/4/2020	6/25/2021	1601 Chicago Road	Chicago Heights	IL	60411	John Caruso	847-823-0500	jcaruso@cbbel.com
2020-07	Mundelein - Banbury Storm Sewer	\$139,770.00	11/10/2020	1/14/2021	300 Plaza Circle	Mundelein	IL	60060	John Briggs	847-821-6232	jbriggs@gha-engineers.com
2020-06	Aurora - Rotary Park Sanitary Sewer	\$313,160.00	5/10/2020	12/11/2020	44 E. Downer Place	Aurora	IL	60507	Kurt Muth	630-701-4125	kmuth@aurora-il.org
2020-05	Alsip - Fire Service Connections	\$196,190.00	9/24/2020	12/10/2020	4500 W. 123rd Street	Alsip	IL	60803	Keith Muholland	779-333-7889	kmuholland@reld.com
2020-04	Algonquin - Pressure Valve Replacement	\$515,455.00	6/22/2020	11/18/2021	2200 Hamish Drive	Algonquin	IL	60102	Julie Morrison	630-466-6700 X 123	jmorrison@eelweb.com
2020-03	Hinsdale - Chicago Avenue Drainage	\$1,849,726.00	5/6/2020	12/30/2020	19 E. Chicago Ave	Hinsdale	IL	60521	Scott Cresch	815-462-9324	scresch@hnpgreen.com
2020-02	Oswego - Residential WM Replacement	\$375,575.20	4/21/2020	4/5/2021	100 Parkers Mill	Oswego	IL	60543	Carr Parker	630-554-3618	Cparker@oswego-il.org
2020-01	Palatine - Mozart Storm Improvement	\$197,230.00	3/3/2020	8/18/2020	334 E. Colfax Street	Palatine	IL	60067	Jason Doland	847-991-5088 X113	jdoland@dolandengineering.com
2019											
2019-07	Woodstock - Washington Storm	\$670,841.00	12/19/2019	11/13/2020	326 Washington Street	Woodstock	IL	60088	Chris Tiedt	815-338-6118	ctiedt@woodstockil.gov
2019-06	Northbrook - Stormwater Improvements	\$644,030.00	7/23/2019	4/30/2020	655 Huel Road	Northbrook	IL	60062	Kelly Hamill	847-564-4110	kelly.hamill@northbrook.il.us
2019-05	Oswego - Hudson Roadway Improvements	\$3,332,094.00	4/11/2019	2/16/2021	100 Parkers Mill	Oswego	IL	60543	Terry Heikamp	630-587-0470	t.heikamp@trotter-inc.com
2019-04	Aurora - Demolition	\$355,000.00	10/31/2019	5/14/2020	44 E. Downer Place	Aurora	IL	60507-2067	Kurt Muth	630-701-4125	kmuth@aurora-il.org

2019-03	Aurora - Avon Sewer Separation	7/21/2018	12/19/2019 44 E. Downer Place	Aurora	IL	60507-2067	Kurt Muth	630-701-4125	Kmuth@aurora-il.org
2019-02	South Elgin - Middle Street WM Replacement	8/8/2019	12/21/2019 10 North Water Street	So. Elgin	IL	60177	James Kerrigan	847-429-4054	jkerrigan@fwrdd.com
2019-01	South Elgin - Route 31 WM Relocation	3/15/2019	8/5/2019 10 North Water Street	So. Elgin	IL	60177	James Kerrigan	847-429-4054	jkerrigan@fwrdd.com
2018									
2018-07	Aurora - 2018 Ditch Grading	10/22/2018	7/11/2019 44 E. Downer Place	Aurora	IL	60507-2067	Kurt Muth	630-701-4125	Kmuth@aurora-il.org
2018-06	Aurora - New York - Wilder - Oak Storm Sewer	9/6/2018	10/10/2019 44 E. Downer Place	Aurora	IL	60507-2067	Kurt Muth	630-701-4125	Kmuth@aurora-il.org
2018-05	FRWRD - Pump Station 31	7/27/2018	6/17/2019 1957 LaFox	So. Elgin	IL	60177	James Kerrigan	847-429-4054	jkerrigan@fwrdd.com
2018-04	Hampshire - Dietrich Road PRV Replacement	6/7/2018	6/27/2019 234 South State St.	Hampshire	IL	60140	Julie Morrison	630-466-6700 X 123	jmorrison@seweb.com
2018-03	Wheeling - Dundee Storm Extension	4/19/2018	10/27/2018 Two Community Blvd.	Wheeling	IL	60090	Michael Kowalski	773-385-2954	mkowalski@ciortba.com
2018-02	Montgomery - Riverside WM Improvements	3/26/2018	12/1/2019 200 N. River St.	Montgomery	IL	60538	Mike Schweisthal	630-466-6728	mschweisthal@seweb.com
2018-01	Aurora - Blackhawk Sewer Separation	3/16/2018	8/10/2017 44 E. Downer Place	Aurora	IL	60507-2067	Kurt Muth	630-701-4125	Kmuth@aurora-il.org
2017									
2017-15	FRWRD - Phase III & IV Sludge Transfer Main	12/15/2017	6/17/2019 1957 LaFox	So. Elgin	IL	60177	James Kerrigan	847-429-4054	jkerrigan@fwrdd.com
2017-13	Aurora - S. Eola Ditch Improvements	10/25/2017	1/1/2018 44 E. Downer Place	Aurora	IL	60507-2067	Kurt Muth	630-701-4125	Kmuth@aurora-il.org
2017-12	Aurora - Gates Sanitary Sewer Repairs	10/16/2017	11/16/2017 44 E. Downer Place	Aurora	IL	60507-2067	Kurt Muth	630-701-4125	Kmuth@aurora-il.org
2017-11	FRWRD - Pump Station 40	9/22/2017	8/1/2018 1957 LaFox	So. Elgin	IL	60177	James Kerrigan	847-429-4054	jkerrigan@fwrdd.com
2017-10	Aurora - N. LaSalle WM Replacement	9/13/2017	11/1/2018 44 E. Downer Place	Aurora	IL	60507-2067	Kurt Muth	630-701-4125	Kmuth@aurora-il.org
2017-09	Aurora - Asbury Drainage Improvements	7/26/2017	11/16/2017 44 E. Downer Place	Aurora	IL	60507-2067	Kurt Muth	630-701-4125	Kmuth@aurora-il.org
2017-08	City of Sandwich - Lisbon St.	7/5/2017	2/14/2018 144 E. Railroad Street	Sandwich	IL	60546-2168	Thomas R. Horak	815-786-8802	cityengineer@sandwich.il.us
2017-07	City of Dekalb - 2017 Water Main	6/15/2017	2/16/2018 200 South Fourth Street	Dekalb	IL	60115	Bryan Fairre	815-748-2050	BFAIVRE@CITYOFDEKALB.COM
2017-06	FRWRD - Sanitary Sewer Repairs	6/13/2017	7/18/2017 682 Rt. 31	Oswego	IL	60543	Daniel Caceres	630-423-0457	dcaceres@duchler.com
2017-05	Village of Montgomery - Demolition	5/2/2017	6/29/2017 200 N. River St.	Montgomery	IL	60538	Todd Hoppenstedt	630-896-9241	thoppenstedt@ci.montgomery.il.us
2017-04	FRWRD - O & M Bldg	4/19/2017	1/16/2018 682 Rt. 31	Oswego	IL	60543	Daniel Caceres	630-423-0457	dcaceres@duchler.com
2017-03	Village of Glenview - Queens, Becker, and Balmoral Street Lane Improvements	4/18/2017	3/6/2018 2500 East Lake Avenue	Glenview	IL	60026	James Tighe	847-904-4334	jltighe@glenview.il.us
2017-02	City of Aurora - New York & Spruce Sewer Separation	3/17/2017	8/10/2017 44 E. Downer Place	Aurora	IL	60507-2067	Kurt Muth	630-701-4125	Kmuth@aurora-il.org
2017-01	Geneva - Cheever Water Main Replacement	3/6/2017	6/23/2017 1800 South Street	Geneva	IL	60134	C. Elton Orozco	630-232-1279	corozco@geneva.il.us
2016									
2016-11	Channahon - WM Improvements at I-55 Interchange	10/18/2016	4/4/2017 24555 S. Navajo Drive	Channahon	IL	60410	Robert Gilbert	630-652-4669	rgilbert@jacobandheiser.com
2016-10	Tinley Park - Perside Drainage	10/4/2016	12/30/2016 16250 Oak Park Ave.	Tinley Park	IL	60448	Steven D. Kaminsky	708-225-8238	skaminsky@teld.com
2016-09	City of Aurora - Watson Sanitary	9/28/2016	1/10/2017 44 E. Downer Place	Aurora	IL	60507-2067	Jason Bauer	630-918-1237	JBauer@aurora-il.org
2016-09	City of Aurora - Watson Sanitary	9/28/2016	1/10/2017 44 E. Downer Place	Aurora	IL	60507-2067	Kurt Muth	630-701-4125	Kmuth@aurora-il.org
2016-08	Sandwich - Main & Lafayette WM	9/20/2016	4/18/2017 144 E. Railroad Street	Sandwich	IL	60546-2168	Thomas R. Horak, P.E	815-786-8802	cityengineer@sandwich.il.us
2016-07	Geneva - Sanitary Sewer MH Replacement	9/20/2016	12/7/2016 1800 South Street	Geneva	IL	60134	Ryan Cramer	630-423-0451	rcramer@duchler.com
2016-06	City of Aurora - Jackson	8/9/2016	10/27/2016 44 E. Downer Place	Aurora	IL	60507-2067	Jason Bauer	630-918-1237	JBauer@aurora-il.org
2016-05	City of Aurora - Sheridan Storm & Sanitary Improvements	8/3/2016	1/10/2017 44 E. Downer Place	Aurora	IL	60507-2067	Kurt Muth	630-701-4125	Kmuth@aurora-il.org
2016-04	City of Aurora - Rosewood	6/28/2016	11/23/2016 44 E. Downer Place	Aurora	IL	60507-2067	Jason Bauer	630-918-1237	JBauer@aurora-il.org
2016-03	So. Elgin - 2016 Street Improvement	4/25/2016	11/7/2016 735 Martin Drive	So. Elgin	IL	60177	John Trent	815-444-3302	jtrent@baxterwoodman.com
2016-02	Hinsdale - 2016 Roadway & Infrastructure	3/4/2016	1/24/2017 19 E Chicago Ave	Hinsdale	IL	60521	Al Diaz	630-789-7029	adiaz@villageofhinsdale.org
2016-01	Hanover Park - Jefferson Storm	12/31/2015	6/22/2016 2041 Lake Street	Hanover Park	IL	60133	Roger Boelter	630-823-5651	rboelter@hpl.org
2015									
2015-20	City of Aurora - Farnsworth Ave	12/10/2015	1/28/2016 44 E. Downer Place	Aurora	IL	60507-2067	Jason Bauer	630-918-1237	JBauer@aurora-il.org

2015-18	Hanover Park - Plum Tree	12/8/2015	6/22/2016	2041 Lake Street	Hanover Park	IL	60133	Roger Boelter	630-823-5651	rboelter@hpl.org
2015-17	Oswego - Rt 34 Water Main Relocation	11/19/2015	6/28/2016	100 Parkers Mill	Oswego	IL	60543	Jerry Weaver	630-554-3242	jweaver@oswego.org
2015-16	Life Const. - Norridge	10/20/2015		711 S. Lake St., P.O. Box 135	Montgomery	IL	60538	Tim Campbell	630-886-7220	Time@lifeconstruction.com
2015-15	City of Aurora - Mitchell Road Grading	10/15/2015	12/24/2015	44 E. Downer Place	Aurora	IL	60507-2067	Jason Bauer	630-918-1237	JBauer@aurora-il.org
2015-14	Fox Lake - Glen Ave Water Main Replacement	10/15/2015	7/12/2016	66 Thillen Drive	Fox Lake	IL	60020	Rocky Horvath	847-587-3506	horvath@foxlake.org
2015-13	Life Const. - FMWRD Yard Hydrant	9/17/2015	2/15/2017	711 S. Lake St., P.O. Box 135	Montgomery	IL	60538	Tim Campbell	630-886-7220	Time@lifeconstruction.com
2015-12	City of Aurora - Kensington Sanitary	9/3/2015	11/12/2015	44 E. Downer Place	Aurora	IL	60507-2067	Jason Bauer	630-918-1237	JBauer@aurora-il.org
2015-11	City of Aurora - Gladstone Sanitary	9/3/2015	11/12/2015	44 E. Downer Place	Aurora	IL	60507-2067	Jason Bauer	630-918-1237	JBauer@aurora-il.org
2015-10	Naperville - Franklin Ave. Sanitary Sewer Replacement	9/2/2015	11/24/2015	3612 Plainfield/Naperville Road	Naperville	IL	60564	Joshua Strait	630-305-5373	strait@naperville.il.us
2015-09	Hanover Park - 2015 Water Main Replacement	9/2/2015	1/8/2016	2041 Lake Street	Hanover Park	IL	60133	Roger Boelter	630-823-5651	rboelter@hpl.org
2015-08	City of Aurora - North Park Sanitary	7/27/2015	9/24/2015	44 E. Downer Place	Aurora	IL	60507-2067	Jason Bauer	630-918-1237	JBauer@aurora-il.org
2015-07	City of Aurora - Alschuler	7/27/2015	9/24/2015	44 E. Downer Place	Aurora	IL	60507-2067	Jason Bauer	630-918-1237	JBauer@aurora-il.org
2015-06	DeKalb - Kishwaukee Lane Water Main Replacement	7/27/2015	12/15/2015	200 South Fourth Street	DeKalb	IL	60115	Michael Bauling	815-748-2385	Mbauling@cityofdekab.com
2015-05	Forest Park - Elgin Sewer Extension	7/1/2015	12/14/2015	517 DesPlaines Ave	Forest Park	IL	60130	Boris Vukovic	847-975-6929	bvukovic@fcpbell.com
2015-04	Downers Grove - Chicago & Wash Drainage Improvement Project	6/10/2015	12/17/2015	5101 Walnut Ave	Downers Grove	IL	60515	Nathaniel Hawk	630-434-5467	nhawk@downers.us
2015-03	Life Const. - Naperville Jefferson	6/1/2015	2/15/2017	711 S. Lake St., P.O. Box 135	Montgomery	IL	60538	Tim Campbell	630-886-7220	Time@lifeconstruction.com
2015-02	City of Elgin - 2015 Water Main Replacement	4/17/2015	12/23/2015	150 Dexter Ct.	Elgin	IL	60120	Eduardo Gasca	773-412-7334	edgasca@burnsmd.com
2015-01	City of Aurora 2015 Storm 4th St.	3/10/2015	7/16/2015	44 E. Downer Place	Aurora	IL	60507-2067	Jason Bauer	630-918-1237	JBauer@aurora-il.org
2014										
2014-13	Oswegoand Park District - Prairie Point	11/20/2014	6/25/2015	313 E. Washington St.	Oswego	IL	60543	Grant Casleton	630-554-1577	gcasleton@oswegoland.org
2014-12	New Life Church	10/13/2014	12/29/2014	3205 Cannonball Trail	Yorkville	IL	60560	Christie Retter	630-553-200	cretter@cityofyorkville.org
2014-11	City of Aurora - Solisburg & Freeman	9/10/2014	10/10/2014	44 E. Downer Place	Aurora	IL	60507-2067	Jason Bauer	630-918-1237	JBauer@aurora-il.org
2014-10	City of Aurora - Ohio & Indian	9/10/2014	10/10/2014	44 E. Downer Place	Aurora	IL	60507-2067	Jason Bauer	630-918-1237	JBauer@aurora-il.org
2014-09	City of Aurora - N. Glenwood Pl. & Illinois	9/10/2014	1/9/2015	44 E. Downer Place	Aurora	IL	60507-2067	Jason Bauer	630-918-1237	JBauer@aurora-il.org
2014-08	City of Aurora - 2nd Ave. and Kendall	9/10/2014	10/10/2014	44 E. Downer Place	Aurora	IL	60507-2067	Jason Bauer	630-918-1237	JBauer@aurora-il.org
2014-07	Life Const. - IVVC	8/20/2014	9/2/2014	711 S. Lake St., P.O. Box 135	Montgomery	IL	60538	Tim Campbell	630-886-7220	Time@lifeconstruction.com
2014-06	Life Const. - Sandwich Library	8/20/2014	9/2/2014	711 S. Lake St., P.O. Box 135	Montgomery	IL	60538	Tim Campbell	630-886-7220	Time@lifeconstruction.com
2014-05	City of Aurora Woodlawn Storm Sewer Improvements	8/26/2014	7/30/2015	44 E. Downer Place	Aurora	IL	60507-2067	Kurt Muth	630-701-4125	Kmut@aurora-il.org
2014-04	Life Const. - Steeple Run Elementary	6/18/2014	8/10/2015	711 S. Lake St., P.O. Box 135	Montgomery	IL	60538	Tim Campbell	630-886-7220	Time@lifeconstruction.com
2014-03	DuPage Co. - Armstrong Park Pump Station	5/27/2014	10/23/2015	421 N. County Farm Rd.	Wheaton	IL	60187	Jamie Locke	630-407-6705	jamie.locke@dupageco.org
2014-02	Villa Park - Van Buren St. Improvements	5/1/2014	1/12/2015	11 W. Homer Ave.	Villa Park	IL	60181	Kevin Mantels	630-834-8505	kmantels@myvillapark.com
2014-01	FMWRD Calhoun Sewer Replacement	3/28/2014	7/23/2014	230 Woodlawn Ave	Aurora	IL	60506	Ryan Craner	630-897-4651	rcraner@deuchler.com
2013										
2013-05	City of Aurora Sanitary Sewer Rehab	10/21/2013	10/29/2015	44 E. Downer Place	Aurora	IL	60507-2067	Kurt Muth	630-701-4125	Kmut@aurora-il.org
2013-04	City of Aurora Gladstone & Calumet	10/21/2013	6/13/2014	44 E. Downer Place	Aurora	IL	60507-2067	Kurt Muth	630-701-4125	Kmut@aurora-il.org
2013-03	City of Aurora NE Sewer Separation	6/25/2013	12/24/2014	44 E. Downer Place	Aurora	IL	60507-2067	Jason Bauer	630-918-1237	JBauer@aurora-il.org
2013-02	City of Aurora CSO Backflow	4/23/2014	4/10/2014	44 E. Downer Place	Aurora	IL	60507-2067	Jason Bauer	630-918-1237	JBauer@aurora-il.org
2013-01	Fuller Creek Regional Forecmain	4/11/2013	9/22/2014	P.O. Box 7480	Rockford	IL	61126-7480	Wendy Williams	815-387-7651	WWilliams@mwr.dnet.il.us



**Illinois Department
of Transportation**

Certificate of Eligibility

H. Linden & Sons Sewer and Water, Inc.
722 E. South Street, Unit D PLANO, IL 60545

Contractor No 3445

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

\$45,583,000.00

001	EARTHWORK	\$3,225,000
012	DRAINAGE	\$8,350,000
014	ELECTRICAL	\$50,000
017	CONCRETE CONSTRUCTION	\$250,000
018	LANDSCAPING	\$300,000
034	DEMOLITION	\$400,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/28/2024 TO 4/30/2025 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 5/28/2024.


Engineer of Construction

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

SUBCONTRACTORS LIST

The Bidder hereby states the following items of work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

1) Duntemian Type of Work HMA & PCC

Addr: 600 S. Lombard Rd. City Addison State IL Zip 60101

2) Schollmeyer Type of Work Restoration

Addr: P.O. Box City Big Rock State IL Zip 60510

3) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: Steve Linden

Construction Supervisor: Ryan Walsh

Team Member: Tim Smith

Team Member: Jake Linden

Team Member: Reynaldo Gomez

Team Member: Eddie Foulk

Team Member: Mario Cervantes

Team Member: Cody Smith



By checking this box, the bidder hereby certifies that it complies with all requirements of SP-57 including at least three (3) contracts of similar nature and scope within the last five (5) years, and has provided detailed supporting information.

Signed by: St L (Corporate Seal)

Title: Sec./Treas.

Name & Address: H. Linden & Sons Sewer and Water, Inc.

of Contractor 722 E. SOUTH ST. UNIT D
PLANO, IL 60545

or Vendor _____

Subscribed and sworn to before
me this 7th day of March, 2025

Staci Terando
Notary Public



Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: H. Linden & Sons Sewer and Water, Inc.

ADDRESS: 722 E. SOUTH ST. UNIT D

CITY: PLANO, IL 60545

STATE: _____

ZIP: _____

PHONE: 630-884-4090 **FAX:** 630-522-0955

TAX ID #(TIN): 36-2930832

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: Same

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

Individual	Limited Liability Company –Individual/Sole Proprietor
Sole Proprietor	Limited Liability Company-Partnership
Partnership	Limited Liability Company-Corporation

Medical

Corporation
Charitable/Nonprofit Government Agency

SIGNATURE: [Signature] **DATE:** 3/7/2025

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
H. Linden & Sons Sewer and Water, Inc.

2 Business name/disregarded entity name, if different from above
NA

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____

☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
722 E. South Street, Unit D

6 City, state, and ZIP code
Plano, IL 60545

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

or

Employer identification number

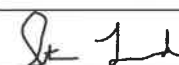
3	6	-	2	9	3	0	8	3	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ 2/17/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (TIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. 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, or convicted of or had a civil judgment against them for a 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

Company Name: H. Linden & Sons Sewer and Water, Inc.

Address: 722 E. SOUTH ST. UNIT D
PLANO, IL 60545

City: _____ Zip Code: _____

Telephone: (630) 884-4090 Fax Number: (630) 522-0955

E-mail Address: sbell@hlindensons.com

Authorized Company Signature: 

Print Signature Name: Steve Linden Title of Official: Sec./Treas.

Date: 3/7/2025

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☒ Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

Steve Linden
Signature

Steve Linden
Print Name

☐ Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

Employment of Illinois Workers on Public Works Act

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

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

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

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

Steve Linden, Sec./Treas. (Typed Name & Title
of Authorized Representative)

 (Signature of
Authorized Representative) (Date)

H. Linden & Sons Sewer and Water, Inc.
(Company/Organization)

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

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

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

or to hold public hearings on the issue. Factors to be considered include the scale of the project and whether the contractor or subcontractor seeking the action has previously requested reductions or waivers. A waiver form is available on the IEPA website at: <https://www2.illinois.gov/epa/Documents/epa-forms/water/financialassistance/apprenticeship/Waiver-Request.pdf>. The form can also be obtained from DCEO.

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

For general apprenticeship questions, please contact the Illinois Works Office at: CEO.ILWorks@Illinois.gov.

IEPA LOAN PROGRAM VERSION

STATE OF ILLINOIS
ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE BUDGET SUPPLEMENT
FOR PUBLIC WORKS PROJECTS FUNDED BY STATE APPROPRIATED CAPITAL FUNDS

Instructions: Please complete this form as soon as: (1) the total project costs (Part I) are known; and (2) the prevailing wage classifications and estimated hours are known (**only required if the estimated total project costs are over \$500,000**). See Part III.C. This supplement form should only be completed once and must be submitted to the funding State Agency no later than at the time the first periodic reports are due.*

Part I. Organization and Project Information

Organization Name	H. Linden & Sons Sewer and Water, Inc.	NOFO Number (if known)	n/a
Loan Number (if known)		Loan Term (if known)	
Project Description			
Total Project Cost		Construction Start Date	
		Construction Completion Date	

1. Do the State Funding and Non-State Funding Budget total **\$500,000 or more**:

☐ Yes ☐ No

If Yes, please complete the remainder of this supplement form.

If No, please only complete Part I and Part IV of this form. The State Agency funding the project must maintain this form.

*For loans with an estimated total project cost of \$500,000 or more, the applicant will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and the applicable administrative rules at 14 Ill. Admin. Code Part 680. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Operational costs are not included in the calculation of estimated total project costs. The goal of the Illinois Apprenticeship Initiative is that 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.

Part II. Applicable Apprenticeship Goal

Please respond to question number 1 OR 2 as applicable:

1. For projects estimated to receive \$500,000 or more in appropriated capital funds:

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost:

☐ Yes ☐ No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds.

2. For projects estimated to receive less than \$500,000 in appropriated capital funds:

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost:

☐ Yes ☐ No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal does not apply.

Part III. Apprenticeship Goal Compliance (Please answer Parts A, B and C as noted.)

A. Based on the answer provided above in number 1 or 2 in Part II:

- ☐ the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project. (Complete Parts B and C, below. Provide detailed information on prevailing wage classifications for **both** the State appropriated capital funds and the remainder of the project in Part C.)
- ☐ the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds. (Complete Parts B and C, below. Provide detailed information on prevailing wage classifications for **only** the State appropriated capital funds in Part C.)
- ☐ the 10% apprenticeship goal does not apply at all. (If this box is checked, please skip Parts B and C.)

B. The Organization:

- ☐ Will fully comply with the 10% apprenticeship goal.
- ☐ Will seek a partial or complete reduction of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the funding Agency.)
- ☐ Will seek a complete waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the funding Agency.)
- ☐ Will seek a partial waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the funding Agency.)

Please visit beta.sam.gov for Davis-Bacon rate and classification information.

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[illegible]

Part IV. 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 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 Agency Instructions: If, after completion of this supplement form, the State Agency reviewing the form determines that an apprenticeship goal does apply to this loan, please forward this form to the Department of Commerce and Economic Opportunity at CEO.ILWorks@illinois.gov. If the State Agency determines that no apprenticeship goal applies, the State Agency should maintain a copy of this form.

**Illinois Works Jobs Program Act
Certification of Compliance with
Public Works Project Apprenticeship Goals**
(30 ILCS 559/20-20(c); 14 Ill. Admin Code 680.50)

Grantees, contractors, and subcontractors shall submit the completed form and all supporting documents to your Project Manager/Grant Manager at the state agency funding the project.

Organization Name		FEIN Number		EIN Number														
Grant/Contract/Loan Awarding Agency		Project Start Date		Project End Date														
Grant/Contract/Loan Number		Estimated Total Project Cost		Total State Contribution		Final Total Project Cost (if known)												
Certification Type:		☐ End of Grant/Contract/Loan		☐ End of Project														
Applicable Apprenticeship Goal: ¹ (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).)																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Prevailing Wage Classification</th> <th style="width: 40%;">Reduced Percentage</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>							Prevailing Wage Classification	Reduced Percentage									
Prevailing Wage Classification	Reduced Percentage																	

¹ The goal of the Illinois Apprenticeship Initiative is that 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. (30 ILCS 559/20-20(a)(2))

Illinois Works Jobs Program Act
Certification of Compliance with
Public Works Project Apprenticeship Goals
(30 ILCS 559/20-20(c); 14 Ill. Admin Code 680.50)

Please provide information in this chart for the entire project if the apprenticeship goal applies to the entire project. Provide information for only the state contribution if the apprenticeship goal applies only to state appropriated capital funds.

Prevailing Wage Classification	A. Total Actual Hours Worked for Classification	B. Total Actual Apprenticeship Hours Worked for Classification	C. % of Actual Apprenticeship Hours Worked for Classification (divide B by A and multiply by 100)	D. Estimated Total Work Hours for Classification (from Budget Supplement)	E. Apprenticeship % of Total Estimated Work Hours (Divide B by D and multiply by 100)
Laborer					
Operator					

Illinois Works Jobs Program Act
Certification of Compliance with
Public Works Project Apprenticeship Goals
(30 ILCS 559/20-20(c); 14 Ill. Admin Code 680.50)

Entity Certification:

By signing this form, I certify that my organization has met the 10% apprenticeship goal or has received a reduction or waiver of the 10% apprenticeship goal and has met the goal of the reduction(s) granted. I further certify to the best of my knowledge and belief that the information on this form is true, complete and accurate and that any false, fictitious, misleading or fraudulent information or the omission of any material fact on this form could result in the State of Illinois exercising any and all remedies provided for in the contract, grant agreement, at law or in equity.

Institution/Organization Name:

Title (Executive Director or equivalent):

Printed Name (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date:

Illinois Works Apprenticeship Initiative
Quarterly Periodic Loan Applicant/Grantee Report

Organization Name		FEIN Number		UEIN Number	
Loan/Grant Awarding Agency		Construction Start Date		Construction End Date	
Loan/Grant Number		Estimated Total Project Costs		Estimated Total State Contribution	

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

Illinois Works Apprenticeship Initiative
Quarterly Periodic Loan Applicant/Grantee Report

Please provide information in this chart for the entire project if the apprenticeship goal applies to the entire project.
Provide information for only the state contribution if the apprenticeship goal applies only to state appropriated capital funds.

Prevailing Wage Classification	Total Hours for Classification in Reporting Period	Total Apprenticeship Hours for Classification in Reporting Period	% of Apprenticeship Hours	Total Hours for Classification (Cumulative from Start of the Project)	Total Apprenticeship Hours (Cumulative from Start of the Project)	% of Apprenticeship Hours (Cumulative from Start of the Project)	If no apprenticeship hours recorded, explain.
Laborer							
Operator							

Prevailing Wage Classification	Total Hours for Classification in Reporting Period	Total Apprenticeship Hours for Classification in Reporting Period	% of Apprenticeship Hours	Total Hours for Classification (Cumulative from Start of the Project)	Total Apprenticeship Hours (Cumulative from Start of the Project)	% of Apprenticeship Hours (Cumulative from Start of the Project)	If no apprenticeship hours recorded, explain.
Laborer							
Operator							

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



Illinois
Department of Commerce
 & Economic Opportunity
 JB Pritzker, Governor

IEPA LOAN PROGRAM VERSION

Illinois Works Jobs Program Act
Request for Waiver or Reduction of Public Works Project
Apprenticeship Goals
 (30 ILCS 559/20-20(b); 14 Ill. Admin. Code 680.40)

*Submit the completed form and all supporting documents via email to CEO.ILWorks@illinois.gov.
 For IEPA loan projects, send all supporting documents to EPA.LoanMgmt@illinois.gov.*

Requestor Information

Requesting Entity Name	H. Linden & Sons Sewer and Water, Inc.
Requesting Entity's Roll in Project (e.g., contractor, subcontractor)	Contractor
Requestor Name	
Requestor Phone #	
Requestor Email	
Date Submitted	

Project Information

we will not request a waiver

(Please submit the contract or loan agreement if it has been executed, or all application materials if the contract or loan agreement has not yet been issued.)

Is the requestor seeking or receiving a State contract for this project? (Y/N)	
Is the requestor seeking or receiving a loan for this project? (Y/N)	
State Agency issuing Contract or Loan	
Contract or Loan Number(s) (if known)	
Project Name (optional)	
Project Description (include a description of both the contract or loan and the larger project, if applicable)	
Project Location (city and county)	

Total Estimated Project Cost*
(Cost of the overall project including design engineering, construction engineering, construction, legal, etc. Submit all documentation supporting the estimated project cost.)

Total Loan Amount Awarded, or Requested from State Agency, if Award decision not yet made.

Percentage of State appropriated capital funds contribution through contract or loan of the total estimated cost of the overall project.

Apprenticeship Goal Waiver or Reduction Information

What is the apprenticeship goal based on the total estimated project cost and the State's contribution? Please check one box only. (See Budget Supplement Form Part III.A.)

- ☐ the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.
- ☐ the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds.

Is a goal waiver and/or goal reduction being requested? (Please check all boxes that are applicable.)

- ☐ waiver
- ☐ reduction

Specify the Basis for the Request (Please check all boxes that are applicable.)

- ☐ Insufficient apprentices are available.
- ☐ The reasonable and necessary requirements of the contract or loan do not allow the goal to be met.
- ☐ There is a disproportionately high ratio of material costs to labor hours that makes meeting the goal infeasible.
- ☐ Apprentice labor hour goals conflict with existing requirements, including federal requirements, in connection with the public work.

Explanation of the basis for this request. (Please provide details explaining the need for the request, including a description of the specific waiver and/or reduction being requested, plus submit all documents that support the request.)

*The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Operational costs are not included in the calculation of estimated total project costs.

Statute(s) or rule(s) that support the request. (if applicable)

Has the requesting entity received a reduction or waiver on other projects? If yes, please list the applicable contracts or grants and the waivers or reductions received and the dates they were received.

Apprenticeship Goal Waiver or Reduction Requested

Directions: Complete the applicable chart, below to demonstrate the apprenticeship goals the requesting entity is seeking for each prevailing wage classification.

- a. For projects for which the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project, complete chart “A” and provide detailed information on prevailing wage classifications for **both** the State appropriated capital funds and the remainder of the project.
- b. For projects for which the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds, complete chart “B” and provide detailed information on prevailing wage classifications for **only** the State appropriated capital funds.

Please visit beta.sam.gov for Davis-Bacon rate and classification information.

County

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[illegible]

County

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[illegible]

Entity 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 loan award(s) or contract(s).

Institution/Organization Name:

Title (Executive Director or equivalent):

Printed Name (Executive Director or equivalent):

Date

Signature (Executive Director or equivalent):

For State Agency Use:

The State Agency has reviewed the request for a reduction and/or waiver of the apprenticeship goal and any supporting documentation submitted and recommends as follows:

- ☐ Approve request.
- ☐ Deny request.
- ☐ Approve request in part and deny in part.
- ☐ Additional information requested.
- ☐ Public hearing is recommended prior to a determination (30 ILCS 559/20-20(b); 14 Ill. Admin Code 680.40(b)).

State Agency Explanation for Recommendation (Must be completed by State Agency. Please note if the State Agency has applied for or received a goal deviation for a federal construction program (14 Ill. Admin Code 680.70) and the deviation number, if one was granted):

State Agency

Title

Printed Name

E-mail address

Signature

Date

The State Agency should submit the completed form and documents to the Department of Commerce and Economic Opportunity at CEO.ILWorks@illinois.gov.

For Department of Commerce and Economic Opportunity Use:

Determination:

- ☐ Request Approved.
- ☐ Request Denied.
- ☐ Request approved in part and denied in part (See explanation and modified goals chart(s) below).
- ☐ Additional Information Requested. See comments below.
- ☐ Public hearing is required prior to a determination (30 ILCS 559/20-20(b); 14 Ill. Admin Code 680.40(b)). The Department of Commerce and Economic Opportunity will provide additional information on the public hearing.

Additional comments:

Erin B. Guthrie, Director
Department of Commerce and Economic Opportunity

Date

Apprenticeship goal waiver or reduction approved as modified, below (completed by the Department of Commerce and Economic Opportunity)

A. Apprenticeship Goals for Entire Project (complete if goal applies to entire project)

County

A. Prevailing Wage Classification	B. Estimated Total Hours	C. % Goal for Apprenticeship Hours for Classification	D. Estimated Apprenticeship Hours (multiply columns B & C)	E. Source of Funds

B. State-Funded Loan Apprenticeship Goals (complete if goal applies only to State appropriated capital funds)

County

A. Prevailing Wage Classification	B. Estimated Total Hours	C. % Goal for Apprenticeship Hours for Classification	D. Estimated Apprenticeship Hours (multiply columns B & C)

Entity acceptance of modified goals approved by the Department of Commerce and Economic Opportunity

By signing below, I agree to the modified apprenticeship goals as indicated in the chart above for the contract or loan award(s) listed herein.

Institution/Organization Name:

Title (Executive Director or equivalent):

Printed Name (Executive Director or equivalent):

Date

Signature (Executive Director or equivalent):

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

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Illinois Works Apprenticeship Initiative Periodic Grantee Report

Organization Name		FEIN Number		DUNS Number	
Grant Awarding Agency	IEPA - Loan Department	Project Start Date		Project End Date	
Grant Number	Loan No.	Estimated Total Project Costs		Estimated Total State Contribution	

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

Reporting Period:

Period Start Date Period End Date

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

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Illinois Works Apprenticeship Initiative
Periodic Grantee Report

Please provide information in this chart for the entire project if the apprenticeship goal applies to the entire project. Provide information for only the state contribution if the apprenticeship goal applies only to state appropriated capital funds.

Prevailing Wage Classification	Total Hours for Classification in Reporting Period	Total Apprenticeship Hours for Classification in Reporting Period	% of Apprenticeship Hours	Total Hours for Classification YTD	Total Apprenticeship Hours YTD	% of Apprenticeship Hours YTD

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

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

To: Laborers Operators
(Name of union or organization of workers)

The undersigned currently holds contract(s) with _____
(name of applicant)

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

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

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

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

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

H. Linden & Sons Sewer and Water, Inc.

722 E. SOUTH ST UNIT D
PLANO, IL 60545

(Contractor or Subcontractor)

3/7/2025
(Date)

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

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
Du Page County	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.

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 the Village of Downers Grove, Illinois in DuPage County.

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

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

**CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS
GOALS FOR MINORITY PARTICIPATION**

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

FEMALE PARTICIPATION= 6.9% STATEWIDE

County	Percent	County	Percent	County	Percent
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	Tazewell	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		

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

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.

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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 participation for	Goals for minority each trade	Goals for female participation in each trade
	Insert goals for each year.	Insert goals for each year.

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]

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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

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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

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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

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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.

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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.

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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.

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[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.

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SPECIFICATIONS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

(Name of Loan Recipient) _____

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. 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) _____ 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. 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.
- C. (Name of Loan Recipient) _____ 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) _____ 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 evidence of proof of publication, including an actual copy of the newspaper advertisement from the "key" newspaper utilized by each bidder based upon the projects locality (reference attached map of Illinois identifying the "key" newspaper to be utilized by each region). The advertisement (reference attached "suggested" advertisement) must run one day at least (16) days prior to bid opening.

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

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- 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) _____ may reject one or all bids where the information submitted by the bidder(s) fails to objectively demonstrate compliance with the disadvantaged business requirements (i.e., failure to place the pre-bid advertisement by the bidder(s) at least (16) days prior to bid opening shall not be considered as objectively demonstrating compliance with the disadvantaged business requirements).
- 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 any matter, which may be fraudulent to the Illinois Attorney General.
 4. Refer any matter, which may lead to criminal prosecution of a claim for funds 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. Subsequent to Bid Submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

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Bidder Certification

I _____, do hereby certify that:
(Name)

1. I am _____ of the _____
(Position) (Firm)
and have authority to execute this certification on behalf of the firm;
2. This firm will award no sub-agreements, including the procurement of equipment, materials, supplies, and services, in the performance of this contract.

Name of Firm _____

Signature _____

Title _____

Date _____

Corporate Seal (where appropriate)

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**Suggested Disadvantaged Business
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.

Region One:
Rockford Register Star

Region Three:
Peoria Journal Star

Region Five:
Springfield State
Journal Register

Region Six:
Belleville News
Democrat

Region Two:
Chicago Tribune
City Edition Only

Region Four:
Decatur Herald
& Review

Region Seven:
Carbondale Southern
Illinoisan

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

Data Sheet #1 Disadvantaged Business Participation Documentation

- 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 the "key" newspaper utilized by each bidder based upon the projects locality.

Dates of bidder advertisement: 2/12/25 & 2/14/25

Date of bid opening: 3/7/2025

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. Specify as DBE*, along with the type of DBE, or non-DBE* with the following information:

Name of Company:

Name of Owners:

Address of Company:

E-mail Address of Company:

Telephone Number:

Date of Proposal:

* _____ Business _____ Type of DBE:

Description of work to be performed

(DBE Form #4 may be used for this purpose).

- 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. 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.

DODGE CONSTRUCTION NETWORK

AFFIDAVIT

Invoice #: 340842530
Account #: 8524353
Invoice Date: 2/14/2025

BILL TO:
H Linden Sons
Sandy Bell
722 E. South St., Unit D
Plano IL 60545

PUBLICATION: Construction.com, Construction News Chicago - SubBid

STATE OF NEW JERSEY
COUNTY OF MERCER

I, CYNTHIA SERRANO, OF THE COUNTY OF MERCER, STATE OF NEW JERSEY, HAVING DULY BEEN SWORN, DEPOSES AND SAYS:
I AM NOW AND AT ALL TIMES HEREINAFTER MENTIONED A CITIZEN OF THE UNITED STATES OF AMERICA, OVER TWENTY-ONE YEARS OF AGE, AND COMPETENT TO BE A WITNESS ON THE HEARING OF THE MATTERS MENTIONED IN THE ANNEXED PRINTED COPY NOTICE HEREINAFTER SET FORTH; I HAVE NO INTEREST WHATSOEVER IN ANY OF THE SAID MATTERS; I AM NOW AND DURING ALL TIMES EMBRACED IN THE PUBLICATION HEREIN MENTIONED AS THE CLERK OF THE NEWSPAPER, A NEWSPAPER OF GENERAL CIRCULATION PRINTED AND PUBLISHED IN SAID COUNTY; AS CLERK DURING ALL TIMES MENTIONED IN THE AFFIDAVIT I HAVE HAD AND STILL HAVE CHARGE OF ALL ADVERTISEMENTS AND NOTICES PUBLISHED IN SAID NEWSPAPER; THAT SAID LEGAL NOTICE OF WHICH THE ANNEXED IS A TRUE PRODUCTION COPY OF THE PRINTED PAGE IN WHICH THE ADVERTISEMENT WAS PUBLISHED IN THE ABOVE NAMED NEWSPAPER ON THE FOLLOWING DAYS TO WIT:

Construction.com
Ad #: Q-281137
Ad Caption: NTDVBE-VILLAGE OF DOWNERS-FOR, 2025 WATER MAIN
CONTRACT A PROJECT
Ad Size: 1 TEXT
Issue Date: 2/12/2025

Construction News Chicago - SubBid
Ad #: Q-281137
Ad Caption: NTDVBE-VILLAGE OF DOWNERS-FOR, 2025 WATER MAIN
CONTRACT A PROJECT
Ad Size: 1 TEXT
Issue Date: 2/14/2025

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

SIGNED,

Cynthia Serrano

CLERK

Classified Advertising

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

Notice to Disadvantaged Businesses

H. Linden & Sons Sewer & Water, Inc., 722 E. South St., Unit D, Plano, IL 60545, 630-552-9955 is seeking qualified small, disadvantaged businesses for the Village of Downers Grove – 2025 Water Main Contract A for subcontracting opportunities in the following areas: asphalt, concrete, pavement markings, tree/root pruning & protection, traffic control, and landscaping.

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested), Steve Linden, to discuss the subcontracting opportunities. All negotiations must be completed prior to bid opening **10:00 a.m., Friday, March 7th, 2025.**

All proposals or quotations will be evaluated based on price (50%), experience (25%), and references (25%).

DODGE CONSTRUCTION NETWORK

For more than 130 years, Dodge has ensured construction professionals have the information they need to build successful, growing businesses.

We offer state of the art workflow integration tools that help move the pre-construction process forward and provide market research services which help companies plan both short-and long-term growth strategies.

Dodge helps building product manufacturers and distributors, general contractors, subcontractors and specialty trades, architects, and design professionals, as well as construction services providers identify, prioritize and act on key project opportunities and relationships. Contact us to learn more.

877-784-9556 • CONSTRUCTION.COM

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

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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: Steve Linden

NAME: Steve Linden

TITLE: Sec./Treas.

Company: H. Linden & Sons Sewer and Water, Inc.

Date: 3/7/25

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

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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:		E-mail	
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 foregoing 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:

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

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

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

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE)
					Check if Hired☐
					Check if Hired☐
					Check if Hired☐
					Check if Hired☐

E:\bids\grants\jbs document room\jbs\jbs\downers 2017\downers.docx

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

Certification Regarding Debarment, Suspension and Other Responsibility Matters

EPA Project Control #: _____

United States Environmental Protection Agency
Washington, DC 20460

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.

Steve Linden, Sec./Treas.
(Typed Name & Title of Authorized Representative)

 3/7/2025
(Signature of Authorized Representative) (Date)

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

EPA FORM 5700-49 (11-88)

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)**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 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)

EPA Form 5700-19 (11-88)

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

U.S. ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

St Ld 3/7/2025
Signature Date

Steve Linden, Sec./Treas.
Name and Title of Signer (Please type)

H. Linden & Sons Sewer and Water, Inc.
Firm Name

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

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

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

I Steve Linden, do hereby certify that:
Name

1. I am Sec./Treas. of the H. Linden & Sons Sewer and Water, 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 either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the "Illinois Criminal Code of 2012 [720ILCS 5/33E-11]."

Name of Firm H. Linden & Sons Sewer and Water, Inc.

Signature Staci Terando

Title Sec./Treas.

Date 3/7/2025

Corporate Seal (where appropriate)

On this 7th day of March 2025, before me appeared (Name)

Steve Linden 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) H. Linden & Sons Sewer and Water, Inc. to execute the affidavit and did
so as his or her free act and deed.

Notary Public Staci Terando Commission Expires 11/19/25

Notary Seal



Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

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

I Steve Linden, do hereby certify that:

Name

1. I am Sec./Treas. (title) of the H. Linden & Sons Sewer and Water, 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 St Linden

Date 3/7/25

Corporate Seal (where appropriate)

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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.

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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

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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



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of
3/7/2025

Instructions: Complete this form by either typing or using black ink.
"Authorized To Bid" is required for all work. If the form is
completed in detail, use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or
rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most
recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

Contract Number	1	2	3	4	5	6	7	8	9
Contract With	Riverside	Huntington							
Estimated Completion Date	4/2025	Hoffman Estates 4/2025							
Total Contract Price	2,000,000.00	1,200,000.00							
Uncompleted Dollar Value if Firm is the Prime Contractor	2,000,000.00	1,200,000.00							
Uncompleted Dollar Value if Firm is the Subcontractor									
Accumulated Totals									
									3,200,000.00
									3,200,000.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work
subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your
company. If no work is contracted, show NONE.

										Accumulated Totals
Earthwork										0.00
Portland Cement Concrete Paving										0.00
HMA Plant Mix										0.00
HMA Paving										0.00
Clean & Seal Cracks/Joints										0.00
Aggregate Bases & Surfaces										0.00
Highway,R.R. and Waterway Structures										0.00
Drainage	1,370,000.00	890,000.00								2,260,000.00
Electrical										0.00
Cover and Seal Coats										0.00
Concrete Construction										0.00
Landscaping										0.00
Fencing										0.00
Guardrail										0.00
Painting										0.00
Signing										0.00
Cold Milling, Planning & Rotomilling										0.00
Demolition										0.00
Pavement Markings (Paint)										0.00
Other Construction (List)										0.00
Totals	1,370,000.00	890,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,260,000.00

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will
result in non-issuance of an "Authorization To Bid". This form has been approved by the State Forms Management Center.

2,000,000.00 1,200,000.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 3,200,000.00

Part III. Work Subcontracted to Others
For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5	6	7	8	9
Subcontractor	Schubert	EBI						TBD	TBD
Type of Work	Cast In Place	Directional Drilling							
Subcontract Price	140,000.00	250,000.00							
Amount Uncompleted	140,000.00	250,000.00							
Subcontractor	Boss Hog	Boss Hos							
Type of Work	Hauling	Hauling							
Subcontract Price	100,000.00	50,000.00							
Amount Uncompleted	100,000.00	50,000.00							
Subcontractor	Geneva								
Type of Work	HMA/PCC								
Subcontract Price	250,000.00								
Amount Uncompleted	250,000.00								
Subcontractor	Schollmeyer								
Type of Work	Landscaping								
Subcontract Price	100,000.00								
Amount Uncompleted	100,000.00								
Subcontractor	Complete Fence								
Type of Work	Railing								
Subcontract Price	40,000.00								
Amount Uncompleted	40,000.00								
Subcontractor									
Type of Work									
Subcontract Price									
Amount Uncompleted									
Subcontractor									
Type of Work									
Subcontract Price									
Amount Uncompleted									
Subcontractor									
Type of Work									
Subcontract Price									
Amount Uncompleted									
Total Uncompleted	630,000.00	310,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 7th day of March, 2025

Type or Print Name Steve Linden, Secretary/Treasurer

Signed *Staci Gerado* Title _____

My commission expires: 11/19/2025

Company H. Linden & Sons Sewer and Water, Inc.
Address 722 E. South St., Unit D
Plano, IL 60545



Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

BID SUBMITTAL CHECKLIST

Each Bidder's Bid Package must be submitted with all requisite forms properly completed, and all documentation included. The following list is not all-inclusive, but is designed to facilitate a good, competitive bidding environment.

1. ☒ Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2. ☒ Cover sheet filled-in
3. ☒ Bid Form copies filled-in. All copies must have original signatures and seals on them.
4. ☒ Bid Bond or cashier's check enclosed with bid package.
5. ☒ Schedule of Prices completed. Check your math!
6. ☒ Bidder Certifications signed and sealed.
7. ☒ Letter from Surety ensuring issuance of Performance and Labor Bonds.
8. ☒ Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9. ☒ Municipal Reference List completed.
10. ☒ Certification of Qualifications
11. ☒ Vendor request form W-9 completed.
12. ☒ Affidavit (IDOT Form BC-57, or similar).
13. ☒ Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

NOTICE OF INTENT TO AWARD

To: _____

Project Description: _____

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated _____ 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 _____

OWNER

By: _____

Title: _____

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

NOTICE OF AWARD

To: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20____ 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_____.

(Owner)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

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

By _____

Title _____

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

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 _____.

(Owner)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

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

By _____

Title _____

Village of Downers Grove – 2025 Water Main Improvements Contract A (WA-028A)

Date of Issuance: _____		Effective Date: _____	Change Order No. _____
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: ☐ Working days ☐ 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: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____	Date: _____	

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Village of Downers Grove

Contractor Evaluation

Contractor: H. Linden and Sons

Project: SW-100 Fairview Ave and 6th St Drainage Improvements

Primary Contact: Steve Linden Phone: 630-552-9955

Time Period: July 2024 to September 2024

On Schedule (allowing for uncontrollable circumstances) ☒ Yes ☐ No

Provide details if early or late completion: Contractor completed project on time and on budget.

Change Orders (attach information if needed):

Difficulties / Positives: Contractor interacted well with residents and kept project on schedule.

Interaction with public:

☒ Excellent ☐ Good ☐ Average ☐ Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

☒ Well Satisfied ☐ Satisfied ☐ Not Satisfied

Reviewers: Matt Stern

Date: 12/30/2024