

**AUTHORIZING THE AWARD OF A CONTRACT TO ANTHEM EXCAVATION & DEMOLITION, INC. FOR THE ABATEMENT, DEMOLITION AND RESTORATION OF 912 EDGEBROOK DRIVE, DEKALB, ILLINOIS, IN THE AMOUNT OF \$295,680.**

**WHEREAS**, the City of DeKalb, DeKalb County, Illinois (the "City") is a home rule municipality with those powers granted under the provisions of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

**WHEREAS**, the City is the owner of a vacant, dangerous and unsafe building located at 912 Edgebrook Drive which is in need of abatement, demolition and restoration (the "Project"); and

**WHEREAS**, on November 9, 2020, the City publicly opened bids for the Project, and the lowest responsive and responsible bidder was Anthem Excavation & Demolition, Inc. of Itasca, IL; and

**WHEREAS**, City Staff recommends the approval of a contract with Anthem Excavation & Demolition, Inc. for the Project in the amount of \$295,680, and

**WHEREAS**, \$248,679 in secured CBDG funding will be used for the Project and the remaining \$47,001 will be committed from Fund 400; and

**WHEREAS**, the City's Corporate Authorities find that it is in the City's best interests to approve the contract with Anthem Excavation for the Project;

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

**SECTION 1:** That the City's Corporate Authorities, by a majority vote, approve, authorize and direct the City Manager to enter into an agreement with Anthem Excavation & Demolition, Inc. in a form acceptable to him for the abatement, demolition and restoration of 912 Edgebrook Dr., in the amount of \$295,680.

**SECTION 2:** That the City Clerk or the Executive Assistant of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and that the resolution shall be effective thereupon.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 23<sup>rd</sup> day of November 2020 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane (Remote), Smith, Perkins, McAdams, Verbic (Remote), Faivre, Mayor Smith. Nay: None.

**ATTEST:**

  
RUTH A. SCOTT, Executive Assistant

  
JERRY SMITH, Mayor



## NOTICE OF AWARD

Dated 11/24/2020

TO: Anthem Excavation & Demolition Inc.

ADDRESS: 5n547 Central Rd, Itasca, IL 60143

CONTRACT/PROJECT Abatement, Demolition & Restoration of 912 Edgebrook Dr.

You are notified that your Bid dated 11/08/2020 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded the Contract.

Contract Price of your Contract is \$295,680.00

2 copies of each of the proposed Contract documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions within fifteen (15) days of the date of this Notice of Award.

Deliver to the OWNER 2 fully executed counterparts of the Contract Documents.

Deliver with the executed Contract Documents the CONTRACTOR'S proof of insurance, if not previously provided.

(List other conditions precedent). ☒ Performance Bond

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten (10) days after you comply with the above conditions, OWNER will return to you one (1) fully executed counterpart of the Contract Documents.

City of DeKalb  
(OWNER)

By:   
(AUTHORIZED SIGNATURE)

City Manager

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Anthem Excavation & Demolition, Inc.  
PO Box 496  
Itasca, IL 60143

**SURETY:**

(Name, legal status and principal place of business)

United Casualty and Surety Insurance Company  
292 Newbury Street, Suite 105  
Boston, MA 02115

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

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

**OWNER:**

(Name, legal status and address)

City of DeKalb  
164 East Lincoln Highway  
DeKalb, ILL 60115

**BOND AMOUNT:**

Five Percent (5%) of the total amount of the bid

**PROJECT:**

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

Demolition/Cleanup/Asbestos Removal of 912 Edgebrook Drive Project Number, if any:


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

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

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

Signed and sealed this

4th day of November, 2020

  
(Witness)

Anthem Excavation & Demolition, Inc.

(Principal)

(Seal)

(Title)

President

  
(Witness)

United Casualty and Surety Insurance Company

(Surety)

(Seal)

  
(Title) Kelly A. Specht, Attorney-in-fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

S.S.

On November 4, 2020 before me, Debbie McGilligan, Notary Public

Name of Notary Public, Title

personally appeared Kelly A. Specht

Name of Signer (1)

N/A

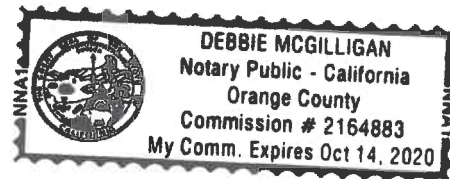
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debbie McGilligan  
Signature of Notary Public



Notary commission extended pursuant to  
Executive Order N-63-20

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

## Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Bid Bond

containing 1 pages, and dated November 4, 2020

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☒ Attorney-in-fact  
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other:

representing: United Casualty and Surety Insurance Company

Name(s) of Person(s) Entity(ies) Signer(s) Representing

## Additional Information

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
 US Casualty and Surety Insurance Company  
 United Surety Insurance Company

## POWER OF ATTORNEY

Agency No. 171372

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

**Kelly A. Specht, Kandis Gregory, Richard P. Ford, Thomas C. Buckner, Michael Herranen, Bethany Mercer**

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety. This Power of Attorney shall expire without further action on December 31<sup>st</sup>, 2023.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1<sup>st</sup> day of July, 1993:


Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 1st day of August, 2019.



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
 US Casualty and Surety Insurance Company  
 United Surety Insurance Company

  
 Joel R. Chachkes, Treasurer

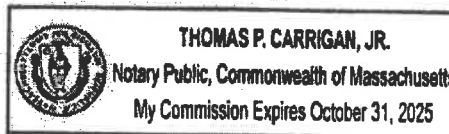
Corporate Seals

Commonwealth of Massachusetts  
 County of Suffolk ss:

On this 1st day of August, 2019, before me, Thomas P. Carrigan, Jr., a notary public, personally appeared Joel R. Chachkes, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.  
 WITNESS my hand and seal:

 (Seal)  
 Thomas P. Carrigan, Jr., Notary Public Commission Expires: 10/31/2025



I, Robert F. Thomas, Chief Operating Officer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 4th day of

November 2020

Corporate Seals



  
 Robert F. Thomas, Chief Operating Officer

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM



164 East Lincoln Highway  
DeKalb, Illinois 60115  
815.748.2000 • cityofdekalb.com

# Contract Compliance Package

*Demolition/Cleanup/Asbestos Removal of 912 Edgebrook Drive DeKalb, IL 60115*

**City of DeKalb, IL**

## Bid/Proposal Cover Sheet

Name of Project: Asbestos Removal Demolition/Cleanup of 912 Edgebrook Drive DeKalb, IL 60115

General Description of Project:

Demolition and cleanup of a 48,000 square foot, four-story, 47-unit apartment building containing asbestos. Building is constructed of brick/block. The project also requires the removal of the basement/foundation, backfilling with a compacted material, and grass seeding upon completion. The building occupies an approximately 8,000 square foot footprint on the lot. Parking lot pavement remains on the lot and totals about 28,000 square feet on the east and south sides of the building. This pavement is believed to be in poor to failing condition. Parking lot is to be removed, leveled, and restored to grass.

Website Link:

Type of Bid:

☐ Bid for Goods

☒ Bid for Services

☐ Request for Qualifications

☐ Request for Proposals

☐ Other: \_\_\_\_\_

City Representative:

Name: Andy Raih

E-Mail: Andy.Raih@cityofdekalb.com

Phone: 815 748-8111

Bid Release Date: October 24, 2020

Building Walk Through: October 30, 2020 9:00 A.M. – 11:00 A.M.

Last Day for Questions: November 4, 2020

Pre-Bid Meeting: November 2, 2020 10:00 A.M. at Public Works Water Department,  
1216 Market Street DeKalb, IL 60115

Attendance Mandatory: ☐ Yes ☒ No

Question Response Date: November 6, 2020

Due Date: November 9, 2020 Deadline: 11:00 A.M.

**All Bids must be received at the City of DeKalb, Attn. Public Works**

**1216 Market Street, DeKalb, Illinois, 60115 no later than 11:00 A.M. on November 9, 2020.**

Required Security: See Section 2.13 of the Proposal.

Required Insurance: See applicable terms of Exhibit J, Independent Contractor Agreement, and Section 2.09 of the Contract Documents (and subsections).

**All persons desiring to submit a bid under these Contract Documents must contact the City of DeKalb and provide an email address at which notices can be sent and received by the proposed Bidder or Contractor. This address will be used for official communications from the City, including pre-bid**

communications.



## Legal Notice- Invitation to Bid

The City of DeKalb, IL will accept sealed bids for the Asbestos Removal and Demolition/Cleanup of 912 Edgebrook Drive DeKalb, IL 60115

Specifications and all Contract Documents are available on-line on the City of DeKalb's web page at [www.cityofdekalb.com](http://www.cityofdekalb.com) under Quick Links/Bids & RFPs. They may also be obtained from the City of DeKalb Finance Department, Attn. Accounts Payable/Purchasing Agent, 1216 Market Street, DeKalb, Illinois, 60115. Bids will be received by a Purchasing Agent, at the above address until November 9, 2020 at 11:00 A.M. All bids will be publicly opened immediately thereafter. A pre-bid meeting will be held on November 2, 2020 at 10:00 A.M. at the above-described location; said meeting is not mandatory if indicated in the bid documents.



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## Notice to All Contractors

Minority Business Participation is encouraged on this project. It may come from direct construction contracts, services, or goods supplied. Utilization of females in construction is also encouraged.

Federal wage determinations are part of this bid package.

Any questions regarding Federal/HUD/CDBG requirements contained in the Contract Compliance Package and Appendices should be directed to:

*Joanne Rouse, Community Services Coordinator, City of DeKalb*  
815-748-2366 [Joanne.Rouse@cityofdekalb.com](mailto:Joanne.Rouse@cityofdekalb.com)

Any questions regarding the Specifications – Section 00 21 00.13 through Section 33 11 43 should be directed to:

*Andy Raih, Public Works Director of Streets & Facilities*  
815-748-8111 [Andy.Raih@cityofdekalb.com](mailto:Andy.Raih@cityofdekalb.com)

**Any discrepancies between the Contract Compliance Package and the Specifications shall be resolved in favor of the provisions contained in the Contract Compliance Package.**



## **Section 1: Standard Conditions**

### **1.01 General Bid Notes:**

The City Council of the City of DeKalb reserves the right to accept or reject any and all bids, to waive any technicalities, discrepancies, or information in the bids, or to waive competitive bidding and negotiate directly with one or more contractors. The City also reserves the right to divide the contract into multiple agreements and to have multiple parties complete separate components of the required work. The City of DeKalb does not discriminate in admission, access to, treatment, or employment in its programs and activities.

General questions regarding the Legal Notice or the Bid Specifications shall be directed to the City's Representative at the contact information provided on the Bid Cover Sheet. **All detailed questions concerning the actual bid specification are to be forwarded in writing.**

Following bid opening, review, and the City's receipt of an award recommendation, pending contract awards will be posted on the City of DeKalb's web site.

Individuals with disabilities who plan to attend this meeting and who require certain accommodations to allow them to observe and/or participate in this meeting are requested to contact the Public Works Office, 815-748-2040 at least one (1) week prior to this public meeting if possible.

All costs incurred in the preparation, submission and/or presentation of any proposal including any Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the City.

**ALL RESPONDING BIDDERS ARE REQUIRED TO SUBMIT ALL PAGES OF THIS BID PACKAGE, INCLUDING ALL ATTACHMENTS (AND ANY CONTRACTOR-GENERATED SUPPLEMENTS THERETO), IN ORDER TO SUBMIT A VALID BID.**

**All persons desiring to submit a bid under these Contract Documents must contact the City of DeKalb and provide an email address at which notices can be sent and received by the proposed Bidder or Contractor. This address will be used for official communications from the City, including pre-bid communications.**

### **1.02 Contract Documents:**

Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, bid notice, bid sheet, and addendum, if any, as specified herein shall form the "Contract Documents." For the purpose of this bid, the word "City" shall refer to the City of DeKalb, and the word "Bidder" or "Contractor" shall refer to any person, company, or entity submitting a bid. Any work shown or described in one of the documents shall be construed as if described in all the documents. For purposes of any provision in here requiring the defense, indemnity or insuring of the City, such reference shall include the City, its employees, officers, elected and appointed officials, attorneys, contractors and subcontractors. The "City Representative" shall be the person so indicated on the Bid/Proposal Cover Sheet.

### **1.03 Interpretation of Contract Documents:**

Each request for interpretation of the Contract Documents shall be made in writing addressed to the City Representative and shall be received at least five (5) business days prior to the pre-bid meeting. Interpretations and supplemental instructions will be the form of written addenda to the Contract Documents. In the event that there is no pre-bid meeting, requests for information must



be received by the City Representative at least ten days prior to bid opening. The City reserves the right to determine what constitutes a material variation from the terms of these Contract Documents, and to waive variations deemed immaterial, in its sole discretion.

#### 1.04 Electronic Bid Documents:

Bidders that download PDF documents from the City of DeKalb's internet web page must immediately notify the City Representative via e-mail as outlined on the Cover Sheet and attend the pre-bid meeting (if marked as mandatory) if they intend to submit a response to the bid documents. This step is necessary to establish a communication link between the City and the Bidder so that any addenda or other relevant information may be transmitted properly. The Bidder, not the City, is responsible for obtaining any addenda to the original specification when the Bidder chooses the option of downloading bid or proposal files. Addenda and other relevant information will be posted on the City of DeKalb web page. Bidders must provide an email address which can be used by the City to send bid addenda or other official communications. All Bidders must sign off and acknowledge receipt of all bid addenda. The form of Bid Addenda is attached hereto as Exhibit J.

#### 1.05 Submittal of Bid:

Bids must be submitted to the City of DeKalb Finance Department, Attn. Accounts Payable/Purchasing Agent, 1216 Market Street, DeKalb, Illinois, 60115 no later than November 9, 2020 at 11:00 A.M. Bids arriving after the specified time will not be accepted, even in cases of delay by train. Bids will not be accepted at any other location or by any other City personnel. Any bids erroneously accepted at any other location or by other City personnel shall be returned unopened. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Bidders should carefully consider all bid delivery options (US Postal Service, UPS, Federal Express, Emery Express, private delivery service, etc.) and select a method that will successfully deliver their bid by the required time and date. Bids shall be submitted in sealed envelopes carrying the following information: Bidder's name, address, subject matter and document number of bid as indicated in the specification, and designated date and time of the bid opening. **All bids must be clearly marked at the top of each side of the envelope: "Official Bid: Do Not Open."** Bids will only be accepted by delivery or US mail; bids will not be accepted by facsimile, e-mail, internet, telephone or telegraphic means. All times are based upon the official time in the City of DeKalb, Central Standard Time or Central Standard Daylight Time (whichever applies at the time of bid).

##### 1.05.01 Pre-bid Meeting:

A pre-bid meeting will be held at the DeKalb City Hall, 1216 Market Street, DeKalb, IL, at the date and time indicated on the Bid Cover Sheet for the purpose of familiarizing Bidders with the project and answering questions. **Bidders shall be completely familiar with the entire bid specification and all Contract Documents prior to attending this meeting and shall come prepared to ask questions.**

Attendance at the pre-bid meeting is not mandatory *unless indicated as Attendance Required* on the Bid Cover Sheet. Strong consideration will be given to the Contractor's clear understanding and familiarity with the City's needs in determining an award of Contract.



#### 1.06 Withdrawal of Bid:

Bidders may withdraw or cancel their bid, in written form, at any time prior to the advertised bid opening time. Bidders must submit a written request to withdraw their bid, which must be received by the City, at the stated location for bid submission, *prior to bid opening*.

#### 1.07 Bidder's Qualifications:

No award will be made to any Bidder who cannot satisfy to the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City's decision or judgment on these matters shall be final, conclusive, and binding. The City may make such investigations as it deems necessary. The Bidder shall furnish to the City, under oath if so required, all information and data the City may request for the purpose of investigation.

#### 1.08 Preparation of Bid:

The Bidder's submittal shall include the completed *Bid Sheet* and *Detailed Bid Sheet* found in the Contract Documents. The City will strictly hold the Bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the Bidder.

#### 1.09 Compliance with Laws:

The Bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of bids or the performance of the contract. In addition, the Bid shall be subject to all applicable City of DeKalb purchasing policies and ordinances, including but not limited to the Local Preference Ordinance (City Code Section 54.14). A copy of the local preference ordinance is available at the City's website:

[http://www.cityofdekalb.com/CityClerk/Municipal\\_Code.htm](http://www.cityofdekalb.com/CityClerk/Municipal_Code.htm)

#### 1.10 Alternate to Bids:

Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The City's written decision of approval or disapproval of a proposed substitution shall be final. Alternate bids will be considered only if received at the time stated for receipt of the bids. Submit alternate bids in a sealed envelope and identify the envelope as required for all bids, except that the phrase **Alternate Bid** shall be used. Bidders are cautioned that, if an alternate bid(s) involves an increase in the *Bid Sum*, the *Bid Deposit*, **if required**, shall be ample or be increased to cover the alternate Bid Sum or the entire bid may be rejected. Alternate bids should only be submitted if the proposal is believed in good faith to be equal in quality to the requirements specified by the City. The City reserves the right to rule upon a specification deviation or alternate bid in the manner as best befits the City, and to accept an alternate bid deemed adequate without rebidding or waiver of bid.

#### 1.11 Form of Contract:

The form of contract between the City and the successful Bidder will be in the form attached hereto as Exhibit I.

#### 1.12 Freedom of Information Act (FOIA):

The City is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the City may be in possession of records covered by this act and therefore will be required to provide the City with those records upon request and within the time frame of the Act.



### **1.13 Bid Review:**

The City reserves the right to reject any or all bids, to waive any irregularities or disregard any informality in the bids and bidding, and/or to waive competitive bidding and negotiate with one or more bidders or non-bidders directly when, in its opinion, the best interest of the City will be served by such action. Furthermore, the City reserves the right to award each item to a different Bidder, or all items to a single Bidder unless otherwise noted on the *Bid Sheet*. The City may determine as follows: 1) an equal or alternative is a satisfactory substitute; 2) an early delivery date is entitled to more consideration than price; 3) an early delivery date is to be disregarded because of the reputation of the Bidder for not meeting delivery dates; 4) a Bidder is not a responsible Bidder; and 5) what exceptions or deviations from written specifications will be accepted.

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or had failed to perform faithfully any previous contract with the City.

Bidders are required, if requested to do so, to effect a demonstration of the item/service being bid if the City feels it has insufficient knowledge of the item/service operations or performance capability. Such demonstration shall be at a site which is most convenient and agreeable to the affected City personnel. If the bid specifications require the submission of samples, such samples shall be submitted to the City at no cost, at or prior to the deadline for submitting bids. All samples become the property of the City upon submission.

### **1.14 Bid Results:**

Following the bid opening and review period, pending contract awards will be posted on the City's Internet website under the **Bids** web page. Bid tabulations posted on-line represent "as read" submittals at time of the bid opening. They do not represent contract award.

#### **1.14.01 Bid Protest:**

Firms wishing to protest bids or awards should notify the City Representative in writing within three (3) days after the bid opening. This notification should include the bid number, the name of the firm protesting, and a detailed description as to why the firm is protesting the bid. The City Representative shall respond to said protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded bid. If the firm wishes to appeal the determination of the City Representative, it may provide a written notice to the City Manager within two (2) business days of the date of release of the City Representative's decision; the City Manager shall thereafter review and decide the protest, and the decision of the City Manager shall be final.

### **1.15 Delivery:**

Where the bid involves the sale or delivery of materials or goods, all materials shipped to the City must be shipped F.O.B. delivered, to the designated location specified in the description of Work, DeKalb, Illinois. If special delivery terms are required (e.g. forklift, ramp, etc.), the Bidder is responsible for providing the same unless otherwise noted. The City accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City personnel. The City reserves the right to refuse acceptance of delivered merchandise that differs from the specifications in the invitation to bid or as otherwise permitted by Illinois law.



#### **1.16 Inspections:**

The City shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful Bidder.

#### **1.17 Pricing:**

For bids involving the sale of materials or supplies, unit prices shall be shown for each unit on which there is a bid, and shall be inclusive of all charges necessary to comply with the terms and conditions of this bid (i.e. FOB DeKalb at the specified location). All prices shall be stated in U.S. dollars. Unit prices shall not include any local, state or federal taxes. In the case of a mistake in the extension of price, unit prices shall govern. All prices must be typewritten or written in ink; no erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid.

##### **1.17.01 Format of Pricing Submission:**

Bidders are requested to submit individual pricing for each Project Task (asbestos abatement, demolition of structure, demolition of parking lot), and also to submit a package price for all work contemplated by these bid specifications. The City reserves the right to award all or some part of this work to individual bidders (e.g. the City may select different contractors to perform each Project Task), or may select a single bidder to perform all Project Tasks. The City also reserves the right to waive competitive bidding and award a contract for the performance of all or some portion of the project. The City also reserves the right to only complete certain portions of the project (e.g. asbestos mitigation and demolition of the structure, without removal of the parking lot). Submission of a bid constitutes acceptance of these specifications.

## **Section 2: Special Conditions**

#### **2.01 The Copeland "Anti-Kick Back" Act:**

The Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provided that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

#### **2.02 The Davis -Bacon Act:**

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors and subcontractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

#### **2.03 The Contract Work Hours and Safety Standards Act:**

The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours



worked in excess of forty (40) hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

#### **2.04 The Equal Opportunity Clause of Executive Order 11246:**

The Equal Opportunity Clause of Executive Order 11246. This Clause requires that the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

#### **2.05 Section 3 of the Housing and Urban Development Act of 1968:**

Section 3 of the Housing and Urban Development Act of 1968. Section 3 provides that to the greatest extent feasible opportunities for training and employment shall be given to lower income residents of HUD assisted project areas and that contracts for work in connection with such projects shall be awarded to business concerns which are located in or are owned in substantial part by project area residents.

#### **2.06 Women in construction. Regulations (41 CFR 60-4):**

Women in construction. Regulations (41 CFR 60-4) published by the Department of Labor pursuant to Section 201, 202, 205, 211, 301, 302, and 303 of Executive Order 11246 are directed at reducing the exclusion of women from the construction industry. These regulations have given the Director of the Office of Federal Contract Compliance Program the authority to issue goals and timetables for female utilization on federal or federally assisted construction projects. To meet the overall objectives of this program, a national goal has been established for women in construction trades as follows: seven percent (7%) after 1980. In order for the City of DeKalb to be in compliance with federal law, all contractors working on projects funded through the Community Development Block Grant Program must certify that a full and good faith effort will be made to achieve the national goal for female utilization.

#### **2.07 Minority participation, Executive Order 11625:**

Minority participation, Executive Order 11625. Executive Order 11625 authorizes the Secretary of Commerce to supervise the implementation of the Minority Business Enterprise Program. This program is designed to extend the opportunity for participation in the United States free enterprise system to socially and economically disadvantaged persons. The President has required all departments and agencies receiving federal funds to establish goals for improving minority participation efforts in 1978. In order to meet the interest and substance of Executive Order 11625, minority business participation for programs funded with Community Development Block Grant



monies is strongly encouraged. In order for the City of DeKalb to be in compliance with Executive Order 11625, all contractors working on projects funded through Community Development must make a full and good faith effort to obtain minority participation in contracts and subcontracts for goods and services.

#### 2.08 Rehabilitation Act of 1973:

Rehabilitation Act of 1973, Public Law 93-112 as amended. This act requires that no qualified handicapped person(s) shall on the basis of handicap be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination under any program or activity which receives or benefits from federal financial assistance.

#### 2.09 Insurance:

Insurance. The contractor agrees, at its own expense, to procure and maintain in full force and effect Workman's Compensation insurance and Employer's Liability insurance, and such other insurance to the extent which may be required by law. The contractor will carry general public liability, property damage, and such other insurance in such amounts as stated in Section 00 73 00.13 of the Project Manual, and in any event shall not be less than:

##### 2.09.01 Public Liability Insurance

Public Liability Insurance - not less than \$500,000 for injury, including death, to any one person for each accident or occurrence and not less than \$1,000,000 in aggregate.

##### 2.09.02 Property Damage Insurance

Property Damage Insurance - not less than \$500,000 for each occurrence and not less than \$1,000,000 in aggregate.

Certificates evidencing the aforesaid insurance coverage shall be deposited with City of DeKalb prior to commencement of any work called for under this Contract. Contractor and owner agree to hold the City of DeKalb harmless and indemnify the City of DeKalb for any cost or loss, including, without limitation, cost of litigation resulting from any claim, demand, suit or loss, including personal injury, death or property damage, arising directly or indirectly from or in connection with the said work to be performed by the contractor, subcontractor, or any other person or firm under the direct or indirect authority of the contractor. Also, contractor shall, at its own expense, defend any and all actions based thereon, any claim with respect to any of the merchandise called for by this order or rising out of the use of such merchandise, or infringement on a patent, copyright, trademark, trade name, brand or slogan, or of unfair competition, or any adverse claim of statutory or non-statutory rights; any litigation based upon any claim referred to above; or, in the event scaffolding or other mechanical contrivance to the so called "Illinois Scaffolding Act" (Illinois Revised Statute, Chapter 48, Section 60-69) applies is furnished by contractor, or any claim or demand made pursuant to said statutes involving, directly or indirectly, said scaffolding and/or mechanical contrivances.

#### 2.10 Delays and Liquidated Damages:



**2.10.01 Liquidated Damages for Delays:**

*Liquidated Damages for Delays.* If the work is not completed within the time stipulated in Section 00 41 00.13, Bid Form, including any extension of time for excusable delays as herein provided, then the Contractor will pay to the City of DeKalb the amount for liquidated damages as specified in Section 00 73 00.13 Supplementary Conditions for each calendar day that the Contractor shall be in default. The Contractor and their sureties shall be liable to the City of DeKalb for the amount thereof.

**2.10.02 Excusable Delays:**

*Excusable Delays.* The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

**2.10.02.01 Acts of the Government:**

Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

**2.10.02.02 Acts of the City of DeKalb:**

Any acts of the City of DeKalb;

**2.10.02.03 Causes not Reasonably Foreseeable:**

Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the City of DeKalb, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and

**2.10.02.04 Delay of Subcontractor:**

Any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (2.10.02.01), (2.10.02.02), and (2.10.02.03) of this paragraph "2.10.02". Provided, however, that the Contractor promptly notifies the City of DeKalb within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the City of DeKalb shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the City of DeKalb shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

**2.11 Assignment of Novation:**

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City of DeKalb; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of



the City of DeKalb. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

## **2.12 Disputes:**

### **2.12.01 All Disputes:**

All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS contained in this Contract Compliance Package whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the City of DeKalb for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City of DeKalb of notice thereof.

### **2.12.02 Contractor Claims:**

The Contractor shall submit in detail their claim and their proof thereof. Each decision by the governing body of the Local Policy Agency will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to their last known address.

### **2.12.03 Disagreement:**

If the Contractor does not agree with any decision of the City of DeKalb, they shall in no case allow the dispute to delay the work but shall notify the City of DeKalb promptly that they are proceeding with the work under protest and they may then except the matter in question from the final release.

## **2.13 Suspension of Work and Termination:**

### **2.13.01 City of DeKalb May Suspend Work:**

#### **2.13.01.01 Without Cause:**

At any time and without cause, City of DeKalb may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on



which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim thereof.

**2.13.02 City of DeKalb May Terminate for Cause:**

**2.13.02.01 Termination Justification:**

The occurrence of any one or more of the following events will justify termination for cause:

**2.13.02.01.01 Persistent Failure:**

Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the established Progress Schedule and as adjusted from time to time;

**2.13.02.01.02 Disregard of Laws:**

Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

**2.13.02.01.03 Disregard of Engineer's Authority:**

Contractor's repeated disregard of the authority of Engineer; or

**2.13.02.01.04 Violation of Contract Documents:**

Contractor's violation in any substantial way of any provisions of the Contract Documents

**2.13.02.02 Occurrence of Events in Paragraph 2.13.02.01:**

If one or more of the events identified in Paragraph 2.13.02.01 occur, City of DeKalb may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

**2.13.02.02.01 Exclude Contractor from Site:**

exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);



**2.13.02.02.02 Incorporating in the Work:**

incorporate in the Work all materials and equipment stored at the Site or for which City of DeKalb has paid Contractor but which are stored elsewhere; and

**2.13.02.02.03 Completion of the Work:**

complete the Work as City of DeKalb may deem expedient.

**2.13.02.03 City of DeKalb Proceeds as provided in Paragraph 2.13.02.02:** If City of DeKalb proceeds as provided in Paragraph b. 2., Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by City of DeKalb arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to City of DeKalb. Such claims, costs, losses, and damages incurred by City of DeKalb will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, City of DeKalb shall not be required to obtain the lowest price for the Work performed.

**2.13.02.04 Notwithstanding Paragraphs 2.13.02.02 and 2.13.02.03:**

Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

**2.13.02.05 Contractor's Services Terminated:**

Where Contractor's services have been so terminated by City of DeKalb, the termination will not affect any rights or remedies of City of DeKalb against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City of DeKalb will not release Contractor from liability.

**2.13.02.06 Contractor Provided Performance Bond:**

If and to the extent that Contractor has provided a performance bond, the termination procedures of that bond shall supersede the provisions of Paragraphs 2.13.02.02 and 2.13.02.03.



**2.13.03 City of DeKalb May Terminate For Convenience:**

**2.13.03.01 Termination without Cause and Prejudice:**

Upon seven days written notice to Contractor and Engineer, City of DeKalb may, without cause and without prejudice to any other right or remedy of City of DeKalb, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

**2.13.03.03.01 Completed and Acceptable Work:**

completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

**2.13.03.01.02 Expenses Sustained Prior:**

expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

**2.13.03.01.03 Claims, Costs, Losses, and Damages:**

all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

**2.13.03.01.04 Reasonable Expenses:**

reasonable expenses directly attributable to termination.

**2.13.03.02 Anticipated Profit:**

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

**2.13.04 Contractor May Stop Work or Terminate:**

**2.13.04.01 No Act or Fault of Contractor:**

If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by City of DeKalb or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) City of DeKalb fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days



written notice to City of DeKalb and Engineer, and provided City of DeKalb or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from City of DeKalb payment on the same terms as provided in Paragraph 2.13.03.

**2.13.04.02 In Lieu of Terminating the Contract:**

In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or City of DeKalb has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to City of DeKalb and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph d. are not intended to preclude Contractor from making a Claim for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work.

**2.14 Special Conditions Pertaining to Hazards, Safety Standards, and Accident Prevention:**

**2.14.01 Use of Explosives:**

Use of Explosives. When the use of explosives is necessary for the prosecution of the work, the contractor shall observe all local, state and federal laws in purchasing and handling explosives. The contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The contractor shall notify all owners of public utility property of intention to use explosives at least eight (8) hours before blasting is done close to such property. The contractor, or their surety, are completely and entirely responsible for damages that may be caused by such use.

**2.14.02 Danger Signals & Safety Devices:**

Danger Signals and Safety Devices. The contractor shall make all necessary precautions to guard against damages to property and injury to persons. The contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public. In case the contractor fails or neglects to take such precautions, the owner may have such lights and barricades installed and charge the cost of this work to the contractor. Such action by the owner does not relieve the contractor of any liability incurred under these specifications or contract.

**2.15 Bonding Requirements:**

The minimum bond requirements shall be as follows:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument



accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

**2.15.01 Performance Bond:**

A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**2.15.02 Payment Bond:**

A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**2.16 Certification of Compliance with Air & Water Acts:**

*(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000)*

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all non-exempt contractors and subcontractors shall furnish to the owner, the following:

**2.16.01 40 CFR 15.20:**

A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

**2.16.02 Section 114 of the Clean Air Act & Section 308 of the Federal Water Pollution Control Act:**

Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8), Section 308 of the Federal Water Pollution Control Act, as amended, information, as well as all other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.

**2.16.03 EPA List of Violating Facilities:**

A stipulation that, as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized, for the contract is under consideration to be listed on the EPA List of Violating Facilities.



**2.16.04 Contractor Required to Follow U.S. Federal Government Provisions:**

Agreement by the contractor that criteria and requirements in Paragraphs (1) through (4) of this section will be included in every nonexempt subcontract. The contractor will take any action needed as required by the U.S. Federal Government to enforce such provisions.

**2.17 EEO, Section 3, Affirmative Action Plan and Certification:**

**2.17.01 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity-Executive Order 11226:  
(Applicable to contracts/subcontracts exceeding \$10,000)**

**2.17.01.01 Equal Opportunity Clause & Standard Federal Equal Employment Opportunity Construction Contract Specifications:**

The contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

**2.17.01.02 Goals & Timetables for Minority & Female Participation:**

The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

Goals for Minority Participation For Each Trade	Goals for Female Participation In Each Trade
28%	7%

These goals are applicable to all of the contractor's construction work (whether or not it is 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 Part 60-4. Compliance with the goals will be measured against the total work hours performed.



**2.17.01.03 Notification to Director of Office of Federal Contract Compliance Programs:**

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (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; and the geographical area in which the contract is to be performed.

**2.17.01.04 Covered Area:**

As used in this notice and in the contract resulting from this solicitation, the "covered area" is the City of DeKalb.

**2.18 Standard Federal Employment Opportunity Construction Contract Specifications-Executive Order 11246:**

**2.18.01 As used in these specifications:**

**2.18.01.01 "Covered Area":**

"Covered area" means the geographical area described in the solicitation from which this contract resulted;

**2.18.01.02 "Director":**

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

**2.18.01.03 "Employer Identification Number":**

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

**2.18.01.04 "Minority":**

"Minority" includes:

**2.18.01.04.01 Black:**

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



**2.18.01.04.02 Hispanic:**

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

**2.18.01.04.03 Asian & Pacific Islander:**

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

**2.18.01.04.04 American Indian or Alaskan Native:**

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).

**2.18.02 Subcontract in Excess of \$10,000:**

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.

**2.18.03 Hometown Plan:**

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

**2.18.04 Special Affirmative Action Standards in Paragraphs 2.18.07.01 through 2.18.07.16:**

The contractor shall implement the specific affirmative action standards provided in Paragraphs 7.a. through 7.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. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

**2.18.05 Contractor's Obligations Under Specifications:**

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, or the regulations promulgated pursuant thereto.

**2.18.06 Non-Working Training Hours of Apprentices & Trainees**

In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor 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.

**2.18.07 Specific Affirmative Action:**

The contractor shall take specific affirmative actions 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:

**2.18.07.01 Free of Harassment, Intimidation, & Coercion:**

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.

**2.18.07.02 Minority & Female Recruitment Sources:**

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.

**2.18.07.03 File of Names, Addressed, & Telephone Numbers of Female & Minority Applicants:**

Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or,



if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

**2.18.07.04 Provide Immediate Written Notification to Director:**

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.

**2.18.07.05 Develop On-The-Job Training Opportunities:**

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 Paragraph 7.b. above.

**2.18.07.06 Disseminate Contractor's EEO Policy**

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.

**2.18.07.07 Review Annually Company's EEO Policy:**

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 on-site supervisory personnel such as superintendents, general foreman, 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.

**2.18.07.08 Disseminate Contractor's EEO Policy Externally:**

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.



**2.18.07.09 Direct Recruitment Efforts, Oral & Written, to Minorities & Females:**

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, screen procedures, and tests to be used in the selection process.

**2.18.07.10 Encourage Present Minority & Female Employees to Recruit Others:**

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.

**2.18.07.11 Validate All Tests and Other Selection Requirements:**

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

**2.18.07.12 Conduct Annually Inventory & Evaluation:**

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.

**2.18.07.13 Discriminatory Effect:**

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

**2.18.07.14 Non-Segregated:**

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.

**2.18.07.15 Document & Maintain Record of All Solicitations:**

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.



#### **2.18.08 Voluntary Associations**

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a. through 7.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 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 work force 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 shall not be a defense for the contractor's noncompliance.

#### **2.18.09 Goal for Minorities & Goal for Women:**

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 under-utilized).

#### **2.18.10 Discrimination Based on Goals & Timetables:**

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.

#### **2.18.11 Subcontractor Debarred from Government Contracts:**

The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

#### **2.18.12 Contractor Carry Out Sanctions & Penalties for Violations:**

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.

#### **2.18.13 Implementing Extensive Affirmative Action Steps:**

The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive of 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.

**2.18.14 Designate Responsible Official:**

The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's 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.

**2.18.15 Not Construed as a Limitation:**

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).

**2.18.16 Segregated Facility:**

By the submission of this bid, the contractor and any subcontractors certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker 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, color, religion, or national origin, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain

**2.19 EEO Clause Required by the Illinois Fair Employment Practices Commission:**

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



**2.19.01 Appropriate Affirmative Action:**

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; 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.

**2.19.02 In accordance with the Commission's Rules and Regulations for Public Contracts:**

That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) 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.

**2.19.03 Solicitations or Advertisements:**

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.

**2.19.04 Obligations Under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts:**

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 Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

**2.19.05 Comply With the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts**

That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

**2.19.06 Relevant Books, Records, Accounts, and Work Sites**

That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

**2.19.07 Provisions of Paragraphs 2.19.01 Through Paragraphs 2.19.07**

That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and



Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1,5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the

## **Section 3: Contractor's Agreement**

### **3.01 Special Equal Opportunity Provisions:**

#### **3.01.01 Activities & Contracts Not Subject to Executive Order 11246, as Amended:**

(Applicable to federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contract, the contractor or subcontractor agrees as follows:

##### **3.01.01.01 Not Discriminate Because of Race, Color, Religion, Sex, or National Origin:**

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

##### **3.01.01.02 Shall Post in Conspicuous Places:**

The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

##### **3.01.01.03 Incorporate Requirements in Subcontracts:**

Contractors shall incorporate the foregoing requirements in all subcontracts.

#### **3.01.02 Executive Order 11245 – Section 202 Equal Opportunity Clause: (Contracts/subcontracts \$10,000 and above)**

During the performance of this contract, the contractor or subcontractor agrees as follows:



**3.01.02.01 Not Discriminate Because of Race, Color, Religion, Sex, or National Origin:**

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**3.01.02.02 Consideration without regard to race, color, religion, sex, or national origin:**

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin.

**3.01.02.03 Collective Bargaining Agreement:**

The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**3.01.02.04 Comply with Executive Order 11246 of September 24, 1965:**

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**3.01.02.05 Furnish All Information & Reports Required by Executive Order 11246 of September 24, 1965:**

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to any applicable books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

**3.01.02.06 Non-Compliance:**

In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor



may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.

**3.01.02.07 Provisions of the Sentence Preceding Paragraph 3.01.02.01 through 3.01.02.07:**

The contractor will include the provisions of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department of Labor may direct as a means of enforcing such provisions, including sanctions or non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Labor, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**3.01.03 Section 503 of the Rehabilitation Act of 1973 Affirmative Action for Handicapped Workers:**  
(for contracts over \$2,500)

**3.01.03.01 Not Discriminate because of Physical or Mental Handicap:**

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**3.01.03.02 Agreement to Comply:**

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

**3.01.03.03 Non-compliance:**

In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.



**3.01.03.04 Post in Conspicuous Places**

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director,

provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

**3.01.03.05 Notify Labor or Union Representative:**

The contractor will notify each labor or union representative of workers with which the contractor has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

**3.01.03.06 Include Provisions of this Clause:**

The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**3.01.04 Section 402 Veterans of the Vietnam Era – Affirmative Action for Disabled Veterans & Veterans of the Vietnam Era:  
(if \$10,000 and above)**

**3.01.04.01 Will Not Discriminate Against Disabled Veteran or Veteran of Vietnam Era:**

The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**3.01.04.02 Listed at an Appropriate Local Office:**

The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur



during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the state employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding federal contracts of over \$10,000 or more shall also list all their suitable openings with the appropriate office of the state employment service but are not required to provide those reports set forth in Paragraphs (4) and (5).

#### **3.01.04.03 Recruitment Source Shall Involve Normal Obligations**

Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in executive orders or regulations regarding nondiscrimination in employment.

#### **3.01.04.04 Periodic Reports:**

The reports required in Paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a state, with the central office of that state employment service. Such reports shall indicate for each hiring location: (1) the number of individuals hired during the reporting period; (2) the number of non-disabled veterans of the Vietnam era hired; (3) the number of disabled veterans of the Vietnam era hired; and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

#### **3.01.04.05 Employment Service system:**

Whenever the contractor becomes contractually bound to the listing provisions of this clause, the contractor shall advise the employment service system in each state where it has establishments of the name and location of each hiring location in the state. As long



as the contractor is contractually bound to these provisions and has so advised the state system, there is no need to advise the state system of subsequent contracts. The contractor may advise the state system when it is no longer bound by this contract clause.

**3.01.04.06 This Does not Apply outside of the 50 States:**

This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

**3.01.04.07 The Provisions of Paragraphs 3.01.04.02, 3.01.04.03, 3.01.04.04, 3.01.04.05**

The provisions of Paragraphs (2), (3), (4), and (5) of this clause do not apply to openings which the contractor proposes to fill from within his or her own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization or employer-union arrangement for that opening.

**3.01.04.08 As used in this clause:**

**3.01.04.08.01 All Suitable Employment Openings:**

"All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office, laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his or her own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the government.

**3.01.04.08.02 Appropriate Office of the State Employment Service System:**

"Appropriate office of the state employment service system" means the local office of the federal-state national system of public employment offices with assigned responsibility for serving the area where the



employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

**3.01.04.08.03 Openings which the Contractor Proposes to Fill From Within:**

"Openings which the contractor proposes to fill from within his or her own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

**3.01.04.08.04 Openings which the Contractor Proposes to Fill Pursuant to a Customary and Traditional Employer-Union Hiring Arrangement:**

"Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

**3.01.04.08.05 Agreement to Complying with Rules, Regulations, and Relevant Orders:**

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act

**3.01.04.08.06 Non-Compliance:**

In the event of the contractor's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

**3.01.04.08.07 Post in Conspicuous Places:**

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the employment qualified disabled veterans and veterans of the Vietnam era for employment and the rights of applicants and employees.

**3.01.04.08.08 Notify Labor Union or Representative of Workers:**

The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.



**3.01.04.08.09 Including Provisions of This Clause**

The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act so that provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for noncompliance.

**3.01.05 Section 109 of the Housing and Community Development Act of 1974:**

**3.01.05.01 No Person Should be Excluded from Participation on Any Grounds:**

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**3.01.06 "Section 3" Compliance In the Provision of Training, Employment, and Business Opportunities:**

**3.01.06.01 Project Under a Program Providing Financial Assistance from the Department of Housing and Urban Development:**

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

**3.01.06.02 Comply with Provisions of Section 3:**

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.



**3.01.06.03 Collective Bargaining Agreement or Other Contract:**

The contractor will send to each labor organization or representative or workers which he or she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representative of his or her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

**3.01.06.04 Section 3 Clause in Every Subcontract:**

The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

**3.01.06.05 Provisions of Section 3, Regulations in 24 CFR Part 135, and All Applicable Rules:**

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## **Section 4: General Supplemental Additional Conditions:**

**4.01 Scope of Work:**

The Bidder shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the Work. The Work is as described on the attached Exhibit P, and may consist of the provision of services, professional services, materials, supplies, equipment, or some combination thereof ("the Work"). The Bidder shall supply, maintain, and remove all equipment for the performance of the work and be responsible for the safe, proper, and lawful construction, maintenance, and use of the same. This work shall be completed to the satisfaction of the City. The Bidder shall provide adequate protection of the job site to protect the general public from any injury as a result of the job. The Bidder shall provide all safeguards and suitable barricades to protect public and adjacent property. The City is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety. The Bidder is responsible for



identifying whether the bid proposal involves the provision of labor, materials, professional services, or a combination thereof, and for complying with the appropriate components of these Contract Documents. Where the Work requires the provision of supplies or goods, all such goods shall be new, unused materials, unless the Work expressly indicates that recycled or used materials may be utilized.

#### **4.02 Licensing & Permits:**

**Licensing and Permits:** The successful Bidder and their subcontractor(s) must be licensed with the City and shall obtain all required permits prior to the start of any component of the Work. The City will waive applicable City permit fees for the specific contract.

#### **4.03 Period of Unemployment:**

For any project involving labor or services which is governed by 30 ILCS 570 Employment of Illinois Workers on Public Works Act, such Act must be adhered to in entirety by the awarded Contractor. This act requires the use of Illinois workers on Public Works projects during periods of excess unemployment, which means any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

#### **4.04 Prevailing Wage:**

For any work subject to the requirements of the Prevailing Wage Act, 820 ILCS 130/0.01, et. seq., the successful Bidder is required to fully comply with the Act and to provide certified payroll records in compliance with the Act to the City at or before the time of requesting any payment for this project. The failure to comply with Prevailing Wage where required shall subject a bidder to the forfeit of any proceeds otherwise earned; the City will not process payment requests that are not in compliance with the Prevailing Wage Act. Additionally, separate from any other indemnification or insurance obligation in this Agreement, the successful Bidder shall indemnify, defend (with the City having exclusive choice of legal counsel) and hold harmless the City from any and all claims, demands, liabilities or other expenses in any way relating to the compliance or non-compliance with the Prevailing Wage Act.

##### **4.04.01 Certified Payroll Records:**

Certified payroll records shall consist of a complete copy of the following records: a list of all laborers, mechanics and other workers employed to perform work hereunder. The records shall include the following information for each worker: name, address, telephone number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day, along with such other information which may be required by law. The certified payroll shall be accompanied by a statement signed and sworn to by the Contractor which avers that: 1) the certified payroll record is true and accurate; 2) the hourly rate paid to each worker is not less than the general rate of prevailing wage as required by the Act; and, 3) the Contractor is aware that filing a certified payroll known to be false is a Class B Misdemeanor



#### **4.05 Toxic Substance:**

Prior to delivery of any material which is caustic, corrosive, flammable, or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid. (Materials Safety Data Sheet). The successful Bidder is responsible for complying with all applicable legal regulations or recommended handling procedures.

#### **4.06 Guarantees, Warranties, Manuals:**

All guarantees and warranties required shall be furnished by the Bidder and shall be delivered to the City before final payment on the contract is issued. All products provided shall be provided with any available manuals, brochures or other instructions. The Contractor shall be responsible for providing the City with training in accordance with the requirements of the description of the Work. Any required training shall be provided at no additional cost. For any Work involving the sale of goods or materials, the Contractor shall be required to provide product manuals. Manuals shall be as detailed as possible outlining all necessary operating and servicing instructions for any equipment delivered, including components. In addition, for any Work involving the sale of vehicles, equipment, mechanical devices, tools or computerized devices, technical shop manuals containing illustrated parts lists and a complete set of technician repair manuals for the entire unit including wiring diagrams and hydraulic schematics supplied with the equipment shall be provided. These materials can be provided in paper manuals or in electronic format (on DVD in PDF format). Any electronic documents required or submitted (e.g. as-builts, GPS information, or other data) shall be submitted in a format acceptable to the City Representative in his or her sole discretion.

#### **4.07 Indemnification and Hold Harmless Agreement ( Contractual or Other Liability):**

The Bidder agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the "City Indemnitees") against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Bidder or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Bidder, the Bidder's employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. The Bidder is solely responsible for determining the accuracy and validity of any information provided to the Bidder by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect. This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in



any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp, 146 Ill.2d 155 (1991) in Illinois.

#### 4.08 Insurance:

The insurance requirements outlined in these Contract Documents are applicable to any Work involving the performance of any services; these insurance provisions do not apply to any Work that consists solely of the sale of materials to the City without any corresponding labor or service. The Bidder will provide certificates of insurance evidencing the types and limits of insurance contemplated by the Agreement attached hereto as Exhibit J. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be in a form and from an issuer acceptable to the City. The General Liability coverage shall name the City of DeKalb as additional primary insured, without right of subrogation. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the City. All insurance noted below will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail. A certificate of insurance shall be provided to the City prior to the time at which any invoice or request for payment is submitted to the City.

**EACH CERTIFICATE OF LIABILITY INSURANCE SHALL REFERENCE THE SPECIFIC BID NUMBER AND PROJECT DESCRIPTION IN THE ADDITIONAL INSURED FIELD, AND MUST BE PROVIDED DIRECTLY TO THE CITY REPRESENTATIVE.**

Any and all deductibles or other forms of retention are the responsibility of the Contractor. All deductibles or other forms of retention are subject to the approval of the City. Contractor will disclose to the City in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract. All deductibles or self-insured retention shall be the sole responsibility of the Contractor. At the option of the City and at no additional cost to the City, the Contractor shall either: a) the Contractor shall eliminate or reduce the deductibles/retention amounts as it relates to the City or City Indemnitees; or, b) procure a bond or letter of credit guaranteeing the payment of such amounts.

Contractor waives any right of subrogation it may have or later acquire against the City. Additionally, with regard to the Contractor's obligations to defend, indemnify, insure and hold harmless the City, to the extent of any claim, offset or special defense afforded to the Contractor by virtue of the Illinois Worker's Compensation Act or any other applicable law or statute, the Contractor acknowledges that its obligation to defend, indemnify, insure and hold harmless the City shall not be limited or abrogated by said claim, offset or defense. Any provision of these specifications requiring the Contractor to defend the City shall be read to include the City having choice of legal counsel, at Contractor's expense, for purposes of fulfilling the defense obligation. Any language in these Contract Documents regarding the Contractor's obligation to indemnify the City or to insure the City shall be read jointly, such that a waiver of subrogation or waiver of defense appearing in the Indemnification provisions shall also apply to the Insurance provisions. All such



insurance or indemnification provisions shall also be read to require indemnification and insurance to be provided for the benefit of the City and City Indemnitees (as indemnified parties and as additional insureds).

**Prior to receipt of a purchase order and start of work, the City Finance Department must receive and approve Certificates of Insurance, W9 form and endorsements for all Contractors' employees who will be using their personal vehicle for transportation for work-related purposes during the work day. It will be the responsibility of the Contractor to provide renewal certificates for the same, and any new employees added to the City contract, throughout the course of the contract. These forms can be sent to City of DeKalb Finance Department, Attn. Accounts Payable/Purchasing Agent, 164 East Lincoln Highway, DeKalb, Illinois, 60115.**

**4.08.01 Insurance Rating:**

All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of B++ or better. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the City 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 City, or terminate this Agreement pursuant to its terms.

**4.08.02 Special Requirement:**

If the Bidder is an architectural firm or engineering firm, or if the Work under the Contract Documents includes design, consultation or any other professional services, said Bidder shall file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the City of said coverage. Professional liability insurance is not required to name the City as additional primary insured. Such insurance shall be provided on an occurrence basis, or if provided on a claims-made basis shall have a retrospective date prior to the start of Work

**4.08.03 Provision of Insurance:**

The Bidder shall not commence Work under this contract until the Bidder has obtained all insurance required under this section and such insurance has been approved by the City, nor shall Bidder allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Bidder and their subcontractor(s) shall maintain all insurance required under these Contract Documents for not less than two (2) years after completion of this contract. The City 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 City shall have the right to examine any policy required and evidenced on the Certificate of Insurance. Additionally, and supplemental to the indemnification outlined above, the successful Bidder shall indemnify, defend and hold



harmless the City from any and all claims arising out of the payment or real or alleged failure to pay any subcontractor or materialman.

#### **4.09 Subcontractors:**

Use of any subcontractors for performance of any component of this Agreement requires the City's express, written pre-approval prior to undertaking any services, as contemplated in the terms of these specifications. Additionally, without regard to such pre-approval, any contractor, subcontractor or materialman providing services or materials relating to these specifications shall expressly be required to comply with all of the terms of these specifications. The prime contractor or successful Bidder holding the agreement resulting from these specifications shall be responsible for so confirming, and shall indemnify, defend and hold the City harmless from any failure to comply with these specifications by any subcontractor. Moreover, the failure to perform or default of any subcontractor shall be held and applied against the prime contractor under which the subcontractor is working, as if the prime contractor itself had failed to perform or had defaulted.

#### **4.10 Change Orders:**

After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the Bidder must be the result of an approved change order first ordered by the City Representative. For any contract which is subject to the Public Works Contract Change Order Act, 50 ILCS 525/1, et. seq., the City requires the successful contractor verify any change order request received from a subcontractor will not exceed 49% of the original subcontract amount. Any needed change order that will increase the subcontract by 50% or more will require opening up that portion of the work to competitive bidding. The contract price is and must include a "not to exceed" price. Any time the Contractor believes additional work is necessary or requested and the not to exceed price would increase, any change or addition shall require the pre-approval of the City. Unless a change order is approved, in writing, by the City Representative and/or City Manager and/or City Council, the contract price shall not be exceeded.

##### **4.10.01 Legal Authority to Bind**

The City shall not be bound by the unauthorized action of any of its agents or representatives. Any bidder and the Contractor is responsible for determining whether any person purporting to act on behalf of or to bind the City has the actual authority to do so, prior to relying upon any such statement or claimed authorization.

#### **4.11 Failure to Execute:**

Failure to execute the contract shall, at the option of the City, constitute a breach of the agreement made by acceptance of the bid, and the City shall be entitled to forfeiture of the certified check, bank draft, or Bid Bond accompanying the bid that is required, not as a penalty, but as liquidated damages. In the event of failure of a Bidder to whom an award of contract has been made, to execute the contract and furnish a Performance Bond within five (5) days after notification of award, such award may be nullified and an award may be made to the next lowest responsive and responsible Bidder approved by the City. Any bidder who seeks any modification of the Contract Documents or of the Agreement is required to notify the City of the same by submitting an alternate bid. Any bidder who submits a bid without identifying any changes in the Contract Documents or the



Agreement may be bound to the Contract Documents and the Agreement, without revision, at the City's discretion.

#### **4.12 Bid Security:**

Unless this section is completely crossed out, each bid shall be accompanied by a bid security in the amount of 10% of the total amount bid. Bid security shall be in the form of a certified check or cashier's check, drawn on a responsible bank doing business in the United States and made payable to the City of DeKalb, or an original Bid Bond (may NOT be a copy or facsimile) by a surety company which is satisfactory to the City and is qualified to do business in Illinois. Bids not accompanied by a bid security will be rejected. The bid security of the unsuccessful Bidders (if in the form of a certified check or cashier's check) will be returned after the contract is awarded, signed and the performance security has been provided, or earlier, if the City does not deem it necessary to retain the Bid Security. The bid security of the accepted Bidder, (if in the form of a certified check or cashier's check) will be returned either upon execution of a contract and submittal of a performance bond, if required by the specifications or, where no performance bond is required, when, in the City's estimation, the contract has been satisfactorily completed and a final inspection has been satisfactorily completed. The final inspection shall occur within thirty (30) days of the date of completion/delivery. When the bid security is submitted in the form of a bid bond, the bond will become null and void following the award of contract and the City's receipt of the Performance Bond and Labor and Material Payment Bond, if required by the specifications. Should the Bidder fail to fulfill the contract as set forth, the bid security shall become payable to the City as liquidated damages. All Bid Security shall be held by the City's Finance Department. If deemed necessary by the City, the City may at any time deposit a certified or cashier's check submitted as bid security, and in the event of a refund of such security, the City shall issue a refund check drawn on its accounts.

#### **4.13 Waiver of Lien :**

Where applicable, a Waiver of Lien and Contractor's Affidavit must be submitted by the Bidder, verifying that all contractors, subcontractors' materialmen, and material invoices have been paid prior to the City approving payment. Waivers must be in a format acceptable to the City.

## **Section 5: Invitation for Bid**

#### **5.01 Intent:**

The intent of these specifications is to solicit sealed bids from reputable contractors who are capable of providing the specified products and services. The use of the words "Contractor" and "Contract" in this document refer to the firm whose services would be engaged upon successful acceptance of a bid and the agreement that would be executed between the City of DeKalb (hereafter City) and the successful firm.

#### **5.02 Scope:**

The Scope of this bid shall include completion of the Work as described in the attached Exhibit R.



The bid shall include all aspects associated with the Contractor furnishing products, services, materials, supervision, labor, tools, and equipment necessary to complete the Work as defined herein in a workmanlike and acceptable manner, meeting or exceeding the quality standards as indicated in the specifications. Services performed or products provided shall be performed/provided with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. In the event that the Contractor fails to meet the foregoing standard, Contractor shall perform at its own cost, and without reimbursement from the City, the professional services necessary to correct errors and omissions caused by the Contractor's failure to comply with the above standard and reported to Contractor within one (1) year from the completion of the Contractor's services for this project and shall indemnify the City from any damages caused as a result thereof.

In the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures, underground structures, water mains, drains, service connections, wires, pipes, conduits or other structures or items located along, adjacent to and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is particularly and specifically agreed that the Contractor shall do the Work necessary for such relocation, reconstruction and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction and/or repair of and all damage done to all such items or adjacent properties existing at the date of execution of the contract or at the time of the Work which may be interfered with, damaged, and/or relocated, reconstructed, replaced or repaired in the performance of the Work, including the restoration and resurfacing of public streets and alleys, rights of way, easements and private property damaged or disturbed by the work, the same to be restored to as good condition as existed at the time of commencement of the Work. In the case of any City or publicly owned property damaged by the Contractor, the Contractor shall restore or replace the same subject to any conditions that the City may impose; the Contractor should inquire regarding restoration standards prior to bidding on the project unless it is willing to accept any directives from the City in this regard. The Contractor shall indemnify and hold harmless the City and City Indemnites from any claims of third parties arising out of damage caused by the Contractor in the performance of the Work. The successful Contractor shall execute a contract in the form attached hereto as Exhibit I within five days of the date of notification that it is the successful Contractor. Failure to execute the Agreement shall constitute grounds for the City to retain the bid security of the Contractor as liquidated damages, and to annul the award of the bid to the Contractor (and to either rebid the Work to contract with another bidder).

#### 5.03 Qualifications:

The Contractor shall be fully licensed to work in the City, and in the State of Illinois. The Contractor shall submit sufficient evidence of the Contractor's and the Contractor's subcontractors, if any, qualifications and abilities to complete the Contract, including references from similar relationships that are ongoing or recently completed. Subcontractors must also be licensed with the City. Although price is a major consideration, product quality, references, service, delivery time and past experience, if applicable, will also be considered. No bid will be considered unless the Contractor shall furnish evidence satisfactory to the City that it has the necessary facilities, abilities,



experience, equipment and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to it. Bid documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract. The contract will be awarded to the lowest responsible bidder. In determining the responsibility of the bidder, the City may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Contractor, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, experience, efficiency, facilities and resources. The contract will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the bidder to perform the Work. The Contractor shall furnish any information and data requested by the City for this purpose.

**5.03.01 Professional Services Selection Act:**

The City of DeKalb complies with the Professional Services Selection Act, 50 ILCS 510/5 with regard to the selection of parties to perform covered professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection does not apply to services covered by said act.

**5.04 Contract Management:**

This Contract will be under the administration of the City Representative. Detailed daily supervision of the Contract shall be provided by the City Representative or by his or her authorized delegate(s). Any alterations or modifications of the work performed under the Contract shall be made only by written agreement between the Contractor and the City Manager or City Council, and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless preceded by written agreement.

**5.05 Protection of Public & Private Property:**

The Contractor shall exercise all necessary caution to protect pedestrian traffic from injury and to protect all public and private property from damage caused by the Contractor's operations. Any practice obviously hazardous in the opinion of the City Representative or site representatives shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice. The City has the right to immediately stop any operation deemed unsafe. The Contractor shall comply with all OSHA and other federal, state, and municipal safety standards and policies. The Contractor shall provide copies of OSHA logs upon request.

**5.06 Concurrent Operations:**

The proposed Contract is a nonexclusive agreement with the City. The City reserves the right to use other Contractors or its own employees to perform work similar to that being performed under the terms of the Contract. Performance of work by others shall be construed as being consistent with the terms of the Contract and shall not be cause for the Contractor to cease performance of work as directed.



**5.07 Licenses & Permits:**

The Contractor shall, at their expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this Contract. The City shall waive the cost of all required City licenses, fees, and permits, with the exception of those licenses and fees associated with securing a business license to conduct business within the City.

**5.08 Severability:**

If any portion of this Contract is found to be unenforceable by a competent court of law having jurisdiction, the remaining portions of the Contract shall remain in full force and effect.

**5.09 Accidents:**

In the event of accidents of any kind, the Contractor shall immediately notify the City Supervisor and Police Department to secure a police report for insurance purposes, and shall provide a full accounting of all details of the accident. The Contractor shall furnish the City's Legal Department with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties. The Contractor shall cooperate fully with any investigation of an accident which occurs on City property or within City buildings.

**5.10 Sexual Harassment:**

The City will not tolerate any act of sexual harassment by Contractors and their employees. Violation of this policy will be considered grounds for terminating either the Contract or the Contractor's employee from work on this Contract.

**5.11 Term of contract:**

The initial term of this Contract shall run from execution of contract subject, however, to the right of the City to cancel and terminate the same at any time by giving a thirty (30) day notice in writing to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed, and materials, supplies and equipment furnished under the terms of the Contract prior to the effective date of such P a g e | 25 cancellation, but will not be entitled to receive any damages on account of such or any further payment whatsoever. The following provisions apply only if checked: ☒ One time contract, no term after delivery. ☐ Upon normal expiration of the Contract, the Contractor shall continue, at the sole option of the City, to provide services on a month by month basis, under the same terms and conditions, for a period not to exceed four (4) months. ☐ Upon mutual agreement, this contract may be extended for \_\_\_\_\_, upon a ninety (90) day written notice from the City of its intention to exercise this option. A one (1) time economic adjustment for labor, material, supplies, and equipment costs shall be allowed for each one (1) year extension to the Contract after the initial one (1) year Contract period. This economic adjustment may not exceed the published Chicago Area Consumer Price Index (CPI) for the previous twelve (12) month period. ☐ Other: \_\_\_\_\_ The initial Contract places no obligation on the City to appropriate funds, and continuation of this



Agreement beyond the initial term of the Contract and Contract extensions are dependent upon sufficient funds being appropriated each fiscal year by the City for this work.

#### **5.12 References:**

Bidders shall provide a list of not less than five (5) current customers with their bid submittal, said information to include name and address of the firm, and contact names with their daytime phone number, that can speak to the quality of services provided by the Contractor, and the addresses of facilities maintained by the prospective firm. In the event Contractor proposes to utilize Subcontractors, five (5) references shall be provided for each Subcontractor as well.

#### **5.13 Special and Unforeseen Work:**

Due to the generalized nature of the work under this Contract, instances may occur where the City desires to have additional materials or services provided outside the original intent of this Contract. Payment for these services shall be made based on a bid price per manhour for the performance of the additional work as bid on the Bid Sheet. Requests for additional work shall be authorized in writing only through the Director or designee. Contractor shall make no claim against the City and no claim shall be allowed for any damages which may arise out of any delay caused by the City or City Indemnitees. Contractor's sole remedy for a City-caused delay shall be a day-for-day extension of time to complete the Contract.

#### **5.14 Exceptions:**

Any exceptions to the specifications are to be noted on the Detail Exceptions Sheet and included with the bid at the time of submittal.

#### **5.15 Communications:**

The Contractor shall set up a communication process that will enable City representatives to contact appropriate representatives from the Contractor twenty-four (24) hour a day, seven (7) days a week. The Contractor shall provide each Supervisor with a cellular phone, at the Contractor's expense, for communicating with the City officials. The Contractor and the City shall jointly establish a written message system whereby notice may be given by the City to the Contractor indicating problems, complaints, and other Contract discrepancies. The system shall include a method by which the Contractor shall formally respond to these requests and notices.

#### **5.16 Security & Access:**

The Contractor may be working in several areas which are under secured access and other areas which will be generally open to the public during reasonable hours for meetings and other uses. All secured areas shall be maintained in a secured condition and these areas shall be locked immediately upon completing the required work. All areas shall be secured when the Contractor has completed their daily operations.

#### **5.17 Hours of Work:**

The Contractor shall schedule normal work hours for crews that consider the hours of operations for its services. The Contractor shall provide to the City Representative, for his or her approval, a schedule of proposed regular working hours for all buildings prior to the start of the Contract. Any



changes in these regularly scheduled hours shall require prior written notice to and approval by the City Representative. All proposed hours of work shall comply with the then-current City of DeKalb noise ordinances as may be in effect, for work performed in the City of DeKalb.

**5.18 Handling of Waste:**

The Contractor shall ensure that their personnel properly dispose of waste and recyclables. This shall include recyclable goods and bio-hazards, in accordance with the plans and procedures approved by the City. Under no circumstances shall the contractor dispose of recyclable materials in the trash.

**5.19 Work Crew Supervision:**

The Contractor shall provide qualified Supervisors to supervise each crew engaged in work under the Contract. The Supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City Representative. Failure of a Supervisor to act on said directives shall be sufficient cause for the City to give notice that the Contractor is in default of the Contract unless such directives would create potential personal injury or safety hazards or such directives are contrary to the intent of these specifications. The Supervisors shall be responsible for the instruction and training of personnel in the proper work methods and procedures. The Supervisors will schedule and coordinate all services and functions as required by the Contract and as specified in the task schedules. Each Supervisor is required to check and verify Contract compliance before work crews leave each day. The Supervisor shall inform the City Representative of any item(s) which require additional follow-up to fully meet the Contract requirements. Written reports shall be submitted to the City Representative on such basis as the City Representative shall require, but not more frequently than daily. The Supervisors shall be physically fit, fluent in both written and spoken conversational English, self-motivated, and capable of working without direct supervision.

**5.20 Contractor's Personnel:**

The Contractor shall be expected to supply a sufficient number of personnel to be able to complete all workmanship standards as set forth in these specifications. All of the Contractor's personnel shall be fluent in both written English, where essential to the performance of responsibilities, and spoken conversational English, self-motivated, capable of working without direct supervision, and have received appropriate training in order to deal with sexual harassment and bio-hazard handling situations.

The following bracketed paragraph applies only if this section is checked.

**All Contractor employees shall display City approved photo identification badges while working on City premises. No employees shall be allowed access to any area without displaying the required identification badge. Employees shall wear uniforms, which shall consist of a shirt/blouse and pants, consistent in color and appearance, featuring a company identification patch at all times while working on City premises. The City shall be informed of any changes in the uniform articles that the Contractor plans to introduce; uniforms shall be subject to pre-approval by the City.**



#### 5.20.01 Background Investigation:

Where the Contractor is engaging in work of a sensitive nature or working in an environment with exposure to confidential information, or under such other circumstance as the City shall deem appropriate, the City may require the Contractor to comply with the terms of this section 3.21.01. In such case, prior to commencing work, the Contractor shall submit to the Chief of Police, or designee, the names, home addresses, date of birth, social security numbers, immigration documents (if applicable), and driver's license numbers of all employees to be engaged in work specified herein, or having access to the buildings in an inspecting or supervisory capacity, and the Contractor shall cause to be completed fingerprint charts and personal history statements of all employees. **No employees shall commence work at any time during the Contract period until the above listed information has been submitted to and written clearance received from the Chief of Police.** The Contractor shall provide written authorization from prospective employees for the City to perform the security clearances required in this Contract. Employees of the Contractor shall be subject to the same standards of pre-employment examinations as regular full-time employees of the City and shall be held to the same standards of conduct. The Contractor will provide and maintain a current list of employees working on the City account to include locations and times at locations. Copies for the listing shall be issued to the Chief of Police, Director, and Foreman.

The City shall have and shall exercise full and complete control over granting, denying, withholding, or terminating clearance for Contractor's employees. Employees whom the City deems careless, discourteous, or otherwise objectionable or who cannot meet standards required for security or other reasons shall be prohibited from performing work.

### Section 6: Materials & Equipment:

#### 6.01 City to Furnish:

In support of this Contract, the City will supply the Contractor with any items listed on the description of Work. No other items shall be supplied by the City, without the City's express, written consent

#### 6.02 Contractor to Furnish:

The Contractor shall provide, at his/her expense and at no additional cost to the City, all other equipment and supplies required to support the work activities as specified, with the exception of those items being provided by the City as itemized herein.

The Contractor shall make available to the City samples of the supplies they propose to use to enable the City to assess product quality and safety. If for any reason the City objects to the use of a given product, the Contractor shall discontinue use and find a substitute that is acceptable to the City. Quality assessment shall be at the sole judgment of the City, whose decision shall be final.

All products supplied and used under this Contract shall be new and within product expiration dates. Expired products will not be used. They must meet all applicable federal, state, and local



standards for product safety. **Products and containers shall be properly labeled** to meet all applicable standards and regulations regarding safety, toxicity, and other standards. Material Safety Data Sheets (MSDS) shall be supplied as required for all affected products at all sites, and the Contractor is responsible to keep all MSDS books current.

#### 6.03 Standards and Workmanship

It is the intent of these specifications for the Contractor to provide a high level of service. The following statements indicate the general standards and workmanship to be furnished under this Contract. More detailed standards and specifications are provided later in these specifications.

##### 6.03.01 Restrictive or Ambiguous Specifications:

It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the City Representative if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the City not later than at the pre-bid meeting. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary meaning.

## Section 7: Performance and Payment:

#### 7.01 Disputes:

The Contractor will be expected to faithfully perform all work as set forth in these specifications. If the Contractor fails to faithfully perform in accordance with the specifications or if a dispute arises as to the quality and/or quantity of work completed, the City Representative reserves the right to withhold authorization for payment of completed work until such time that performance has been improved or the dispute resolved. In those instances, when a dispute cannot be resolved between the Contractor and the City Representative, the dispute shall be resolved by the City Manager whose decision shall be final.

#### 7.02 Payment:

Payment for all work completed and accepted will be made on a monthly basis (where possible, based upon the schedule for submittal of items to regularly scheduled City Council meetings) per the Contract prices including other agreements authorized in writing as per **Special and Unforeseen Work**. The Contractor shall submit an itemized monthly invoice, by facility, to the City for all work completed during the month, on or before the first Monday of the following month.

The Contractor shall also submit with the monthly invoice their current price list, and a copy of the Contractor's invoice for the applicable supplies provided to the City, all of which is for informational purposes only. The City will make payment within thirty (30) days of receipt of invoice and acceptance by the City.



**7.02.01 Taxes:**

No charge will be allowed for taxes which the City is exempt from paying. The City of DeKalb is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is also exempt from Federal Excise and Transportation Tax.

**7.03 Penalties:**

Any deficiency communicated in writing to the Contractor, and not corrected within the time limits allotted by the City Representative, shall become subject to a financial penalty for nonperformance or substandard performance (including inappropriate materials and equipment). Penalties, if any, shall be withheld from the monthly payment by the City. Penalties, if applied, do not limit the right of the City to seek other redress for nonperformance or substandard performance. Penalties shall be assessed per occurrence. The purpose of penalties is to ensure quality of service to the City. For the purpose of penalties, the monthly fee shall be the yearly price divided by twelve (12). Assessment of any penalty shall in no way absolve the Contractor from the responsibility to complete or correct the unsatisfactory or uncompleted work. The City reserves the right to set aside additional retention if deemed necessary by the City to protect against any deficient performance or to otherwise protect the City's interests.

## **Section 8: Certifications (To Be Completed by Contractor)**

**8.01 Affirmative Action Program Implementing Section 3 of the Housing & Urban Development Act of 1968:**

Contractor's Name <i>Anthem Excavation &amp; Demolition, Inc</i>		Project Name <i>Demolition of 912 Edgebrook Dr</i>	
Address <i>P.O. Box 496</i>		Zip Code <i>Itasca IL 60143</i>	Project Number
City <i>Dan Bos</i>		County <i>DeKalb, IL</i>	
EEO Officer <i>630.250.8212 or 630.361.3094</i>		Project Location (City, County, State) <i>30-40 Days March 2021</i>	
Phone Number		Construction Start Date	Construction End Date

**8.01.01 Determination of Project Area boundaries:**

**8.01.01.01 Address of Proposed Project:**

Street <i>912 Edgebrook Dr</i>	City or Township <i>City of DeKalb</i>	County <i>DeKalb County</i>
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For the purposes of this Section 3 Affirmative Action plan, the "project area" is coextensive with the City of DeKalb's corporate boundaries.

**8.01.02 Specific Affirmative Action Steps:**

Anthem Excavation + Demolition, Inc (Name of Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and project businesses:

**8.01.02.01 Preparing and Implementing the Affirmative Action Plan:**

To ascertain from the HUD Area Office Director the exact boundaries of the Section 3 covered project area and, where advantageous, seek the assistance of local officials of the Department in preparing and implementing the affirmative action plan.

**8.01.02.02 Recruit From the Appropriate Areas:**

To attempt to recruit from the appropriate areas the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations, and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

**8.01.02.03 List of Lower Income Residents Who Have Applied:**

To maintain a list of all lower income area residents who have applied either on their own or on referral from any source and to employ such persons if otherwise eligible and if a vacancy exists.

**8.01.02.04 Submit Section 3 Affirmative Action Plan:**

\*To insert this affirmation action plan in all bid documents and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish those goals.

**8.01.02.05 Negotiated Basis:**

\*To insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

**8.01.02.06 Formally Contract Unions, Subcontractors, and Trade Associations:**

To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.



**8.01.02.07 Pending Contractual Opportunities:**

To insure that all appropriate project area business concerns are notified of pending contractual opportunities.

**8.01.02.08 Maintaining Records:**

To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

**8.01.02.09 Appoint or Recruit Executive Official as Equal Opportunity Officer:**

To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 affirmative action plan.

**8.01.02.10 Table B:**

To list on Table B all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

\*Loans, grants, contracts, and subsidies for less than \$10,000 will be exempt.

As officers and representatives of Anthem Excavation + Demolition, Inc. (Name of Contractor), we, the undersigned, have read and fully agree to this affirmative action plan and become a party to the full implementation of this program.

 Signature	President Title
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**8.02 Proposed Contracts Breakdown – Table A:**

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Contract (business or professional)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses	Estimated Dollar Amount to Project Area Businesses
TBD	TBD	TBD	TBD	TBD



Anthem Excavation + Demolition, Inc		912 Edgebrook Dr	
Company		Project Name	
Project Number		EEO Officer's Signature	
11/8/2020			
Date			

Instructions for completing Proposed Contracts Breakdown - Based on the information given in Columns 1, 2, and 3 above, and the availability of eligible business concerns within the project area doing business in professions or occupations identified, set forth your goals for the number of contracts to be awarded to eligible project area businesses in Column 4 and for the approximate dollar amount to be awarded to project area businesses in Column 5. Eligible project area businesses are to be utilized to the greatest extent feasible.



8.03 Estimated Project Workforce Breakdown – Table B:

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimated Positions	No. Positions By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled With L.I.P.A.R.*
Officers/Supervisors		2		
Professionals				
Technicians				
Housing Sales/Rental/ Management				
Office Clerical				
Service Workers				
Others				
Trade:				
Journeyman		4		
Helpers				
Apprentices				
Maximum No. Trainees				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Maximum No. Trainees				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Maximum No. Trainees				
Others				
Totals:		6		

\*Lower Income Project Area residents.

Individuals residing within the City of DeKalb of whose family income does not exceed 80% of the median income in the Standard Metropolitan Statistical Area (SMSA).

Anthem Excavation + Demolition, Inc  
COMPANY



#### 8.04 Certification Form Regarding Equal Employment Opportunity

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a certification regarding equal opportunity is required of contractors and their proposed subcontractors.

Contractor's Name: Anthem Excavation + Demolition, Inc.  
Address: P.O. Box 496 Itasca IL 60143  
Phone Number: 630.250.8212 630.361.3694  
IRS EIN: 20-4078258

1. Participation in a previous contract or subcontract.
  - a. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
X Yes          No
  - b. Compliance reports were required to be filed in connection with such contract or subcontract.  
X Yes          No
  - c. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246, or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964.  
         Yes          No
  - d. If answer to item c. is "No", please explain in detail on reverse side of this certification.
2. Dollar amount of proposed bid. \$ 249,000.00
3. Anticipated performance period. 4 months / 120 days
4. Female owned business.  
X Yes          No

5. Expected total number of employees who will perform the proposed construction.  
3

#### 6. Non-segregated facilities.

##### a. Notice to Prospective Federally-Assisted Construction Contractors.

Contractor receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

##### b. Certification of Non-segregated Facilities.

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 wash rooms, restaurants and other eating areas, time clocks, locker 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 prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause) he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

7. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate blank:

	Race Category		Ethnicity Category
4	White	2	Hispanic?
	Black/African American		Hispanic?
	Asian		Hispanic?
	American Indian/Alaska Native		Hispanic?
	Native Hawaiian/Other Pacific Islander		Hispanic?
	American Indian/Alaskan Native & White		Hispanic?
	Asian & White		Hispanic?
	Black/African American & White		Hispanic?
	Am. Indian/Alaska Native & Black/African Am.		Hispanic?
	Other Multi-Racial		Hispanic?
	Other		Hispanic?

Remarks:

Certification: The information above is true and complete to the best of my knowledge and belief.

Antheim Excavation + Demolition, Inc. Dan Bos, President  
 Name & Title of Signer  
[Signature] 11/8/2020  
 Signature Date

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



8.05 Subcontractor Certification Form:

912 Edgemoor Dr  
Project Name

Anthem Excavation & Demolition, Inc.  
Prime Contractor

Project Number

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a certification regarding equal employment opportunity is required of bidders and their proposed subcontractors prior to the award of contracts or subcontracts.

Subcontractor's Name: Husar Abatement Ltd  
Address: 10217 Franklin Ave Franklin Park IL 60131  
Phone Number: 847.349.9105  
IRS EIN: 46-1562961

1. Participation in a previous contract or subcontract.
  - a. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
X Yes        No
  - b. Compliance reports were required to be filed in connection with such contract or subcontract.  
X Yes        No
  - c. Subcontractor has filed all compliance reports required by Executive Orders 10925, 11114, 11246, or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964.  
X Yes        No
  - d. If answer to item c. is "No", please explain in detail on reverse side of this certification.
2. Dollar amount of proposed subcontract. \$ 127,368.00
3. Anticipated performance period. 30 Days
4. Female owned business.  
X Yes        No
5. Expected total number of employees who will perform the proposed subcontract.  
10
6. Non-segregated facilities.
  - a. Notice to Prospective Federally-Assisted Construction Contractors.  
Contractor receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
  - b. Certification of Non-segregated Facilities.



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 wash rooms, restaurants and other eating areas, time clocks, locker 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 prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause) he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

7. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate blank:

	Race Category		Ethnicity Category
4	White	5	Hispanic?
1	Black/African American		Hispanic?
	Asian		Hispanic?
	American Indian/Alaska Native		Hispanic?
	Native Hawaiian/Other Pacific Islander		Hispanic?
	American Indian/Alaskan Native & White		Hispanic?
	Asian & White		Hispanic?
	Black/African American & White		Hispanic?
	Am. Indian/Alaska Native & Black/African Am.		Hispanic?
	Other Multi-Racial		Hispanic?
	Other		Hispanic?

Remarks:

Certification: The information above is true and complete to the best of my knowledge and belief.

Husav Abatement Ltd.  
 Name & Title of Signer  
Jarisa Stogowski | 11/8/2020  
 Signature | Date

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



8.06 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements:

<u>Anthem Excavation + Demolition, Inc.</u> (Appropriate Recipient)	<u>11/8/2020</u> Date
<u>912 Edgemoor Dr</u> Project Name	 Project Number

The undersigned, having executed a contract with \_\_\_\_\_ for Demolition (nature of work) for the construction of the above-identified project, acknowledges that:

- The Labor Standards Provisions are included in the aforesaid contract;
- Correction of any infractions of the aforesaid conditions including infractions by any of his subcontractors and any lower tier subcontractors is his responsibility.

The contractor certifies that:

- Neither the contractor nor any firm, corporation, partnership or associate in which he or she has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (10 U.S.C. 276a-2(a));
- No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

The contractor agrees to obtain and forward to the aforementioned recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor.

The contractor certifies that:

- The legal name and the business address of the undersigned are:

Anthem Excavation + Demolition, Inc.  
P.O. Box 496 Itasca IL 60143

- The undersigned is:

(1) A Single Proprietorship \_\_\_\_\_

(2) A Partnership \_\_\_\_\_

(3) A Corporate Organized In The State Of: IL

(4) Other Organization (describe) \_\_\_\_\_

- The name, title and address of the owner, partners, or officers of the undersigned are:



Name	Title	Address
Daniel M. Bos	President	5NS47 Central Rd Itasca
Elizabeth J. Bos	VP	"


d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest are (If none, so state):

Name	Title	Address
N/A		

e. The names, addresses, and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

Name	Title	Address
N/A		

Dan Bos, President

Name & Title of Signer	Signature	Date
		11/8/2020

**Warning**

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever...makes, passes, utters, or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."



## 8.07 Disclosure of Lobbying Activities

approved by omb

4040-0013

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. * Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
<b>5 If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>  		
<b>6. * Federal Department/Agency:</b> HUD, City of DeKalb		<b>7. * Federal Program Name/Description:</b> Community Development Block Grant program CFDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b> _____		<b>9. Award Amount, if known:</b> \$ _____
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix: _____ *First Name: _____ Middle Name: _____ *Last Name: _____ Suffix: _____ Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix: _____ *First Name: _____ Middle Name: _____ *Last Name: _____ Suffix: _____ Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the user above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: _____ * Name: Prefix: _____ *First Name: Dan Middle Name: M. *Last Name: Bos Suffix: _____ Title: President Telephone No: 630.561.3094 Date: 11/8/2020		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - 1111 (Rev 7-97)



## 8.08 Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities:

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known; enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal(RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



## Federal Labor Standards Provisions

U.S. Department of Housing  
And Urban Development  
Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** 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 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) 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.

**(ii) (a)** Any class of laborers or mechanics 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. HUD 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 HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator or an authorized



representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(e) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(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 subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such 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 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 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 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.



Exhibit B      Attachment to Federal Labor Standards Provisions So-Called "Anti-Kickback Act"  
And Regulations Promulgated Pursuant Thereto by the Secretary of Labor, United States  
Department of Labor:

HUD-4010.1  
(2-76)

<b>TITLE</b>	<b>18,</b>	<b>U.S.C.,</b>	<b>SECTION</b>	<b>874</b>
<i>(Replaces Section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C., Sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)</i>				

**Kickbacks from Public Works Employees**

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

**Section 2 of the Act of June 13, 1934, As Amended (48 Stat. 948, 62 Stat. 862, 63 Stat. 108, 72 Stat. 967, 40 U.S.C., Sec. 276c)**

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

-XXX-

Pursuant to aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part", as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

**Title 29 – Labor**

**Subtitle A – Office of the Secretary of Labor**

**Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States**

**Section 3.1 Purpose and Scope.**

This part prescribes "anti-kickback" regulations under Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar



minimum wage provisions, including those provisions which are not subject to reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wage paid on work covered thereby; sets for the circumstances and procedures governing the making of payroll deductions with the wages of those employed on such work; and delineates the methods of payment permissible on such work.

### **Section 3.2 Definitions.**

As used in the regulations in this part:

(a) The term "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction", "prosecution", "completion", or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes buildings or work for whose construction, prosecution, completion, or repair, as defined above, payment or party payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages", regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of



which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

**Section 3.3 Weekly statement with respect to payment of wages.**

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 3-18, "Statement of Compliance", or on an identical form on the back of WH 3-17, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 3-17 and WH 3-18 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

**29 F.R. 95, Jan 4, 1964, as amended at 33 F.R. 10186, July 17, 1968**

**Section**

**3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.**

(a) Each weekly statement required under Section 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report or any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from the date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

**Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor.



(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) the deduction is not otherwise prohibited by law; (2) it is either: (i) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employer to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of Section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made, the additional records required under Section 516.27(a) of this title shall be kept.

### **Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.**

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;



(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

### **Section 3.7 Applications for the approval of the Secretary of labor**

Any application for the making of payroll deductions under Section 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract(s) under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Section 3.6. The affirmation shall be accompanied by a full statement on the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

### **Section 3.8 Action by the Secretary of labor upon applications.**

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Section 3.6 and shall notify the applicant in writing of his decision.

### **Section 3.9 Prohibited payroll deductions**

Deductions not elsewhere provided for by this part and which are not found to be permissible under Section 3.6 are prohibited.

### **Section 3.10 Methods of payment of wages.**

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

### **Section 3.11 Regulations part of contract.**

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Section 5.5(a) of this subtitle.



**Exhibit C      Payrolls and Basic Records**

Payrolls and basic records relating thereto will be maintained 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, in the construction or development of the project. Such records will contain the name and address of each employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Payrolls shall be submitted weekly to the City of DeKalb from the first week of construction through completion of construction for each contractor or subcontractor on the job.

**Exhibit D      Wage Rate Determinations (Immediately Following This Page)**

General Decision Number: \_\_\_\_\_ Pages

General Decision Number: \_\_\_\_\_ Pages

Note to City/Engineer: Wage Rate Determinations are supposed to be checked ( **Wage Determinations Online** ) 10 days before the bid opening, with an Addendum issued if Determinations have been modified after the Advertisement for Bids / Notice to Bidders was issued. (Delete this paragraph prior to publishing this Contract Compliance Package)

**Exhibit E      Specifications (Immediately Following This Page)**

General Requirements – Division 01



**Exhibit F Detailed Cost Sheet:**

**Note:** The total extended cost must be transferred to the Bid Sheet. Failure of the Bidder to complete the *Detailed* Cost Sheet OR transfer the extended total cost to the Bid Sheet may be cause for rejection of the bid submittal.



## DeKalb County Prevailing Wage Rates posted on 9/2/2020

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W				
ASBESTOS ABT-GEN	All	BLD		40.39	41.39	1.5	1.5	2.0	2.0	9.35	19.97	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		38.44	41.51	1.5	1.5	2.0	2.0	14.07	12.51	0.00	0.77	
BOILERMAKER	All	BLD		51.56	56.20	2.0	2.0	2.0	2.0	6.97	21.58	0.00	1.20	
BRICK MASON	All	BLD		47.56	52.32	1.5	1.5	2.0	2.0	11.20	20.51	0.00	0.97	
CARPENTER	All	BLD		42.37	47.03	1.5	1.5	2.0	2.0	11.79	19.30	0.00	0.73	
CARPENTER	All	HWY		43.56	45.31	1.5	1.5	2.0	2.0	11.79	19.30	0.00	0.73	
CEMENT MASON	All	ALL		48.20	50.20	2.0	1.5	2.0	2.0	10.90	23.86	0.00	0.50	
CERAMIC TILE FINISHER	All	BLD		41.80	41.80	1.5	1.5	2.0	2.0	11.25	13.41	0.00	0.88	
COMMUNICATION TECHNICIAN	All	BLD		41.36	45.50	1.5	1.5	2.0	2.0	14.54	16.03	0.00	0.83	
ELECTRIC PWR EQMT OP	All	ALL		44.61	60.87	1.5	1.5	2.0	2.0	6.50	12.49	0.00	1.01	1.34
ELECTRIC PWR GRNDMAN	All	ALL		34.27	60.87	1.5	1.5	2.0	2.0	6.50	9.60	0.00	0.77	1.03
ELECTRIC PWR LINEMAN	All	ALL		53.63	60.87	1.5	1.5	2.0	2.0	6.50	15.02	0.00	1.21	1.61
ELECTRIC PWR TRK DRV	All	ALL		35.52	60.87	1.5	1.5	2.0	2.0	6.50	9.95	0.00	0.80	1.07
ELECTRICIAN	All	BLD		48.62	53.48	1.5	1.5	2.0	2.0	14.54	21.46	0.00	0.97	
ELEVATOR CONSTRUCTOR	All	BLD		53.80	60.53	2.0	2.0	2.0	2.0	15.72	18.41	4.30	0.63	
FENCE ERECTOR	SE	ALL		47.99	51.83	2.0	2.0	2.0	2.0	13.06	24.15	0.00	1.03	
GLAZIER	All	BLD		41.93	43.93	1.5	1.5	1.5	2.0	12.67	9.53	0.00	1.35	
HEAT/FROST INSULATOR	All	BLD		51.25	54.33	1.5	1.5	2.0	2.0	14.07	14.26	0.00	0.77	
IRON WORKER	NW	ALL		40.85	45.75	2.0	2.0	2.0	2.0	12.66	26.22	0.00	1.55	
IRON WORKER	SE	ALL		47.99	51.83	2.0	2.0	2.0	2.0	13.06	24.15	0.00	1.03	
LABORER	All	BLD		35.84	36.84	1.5	1.5	2.0	2.0	9.35	19.97	0.00	0.80	
LABORER	All	HWY		37.34	38.09	1.5	1.5	2.0	2.0	9.35	23.97	0.00	0.80	
LABORER, SKILLED	All	HWY		40.39	41.14	1.5	1.5	2.0	2.0	9.35	23.97	0.00	0.80	
LATHER	All	BLD		42.37	47.03	1.5	1.5	2.0	2.0	11.79	19.30	0.00	0.73	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		35.73	49.05	1.5	1.5	2.0	2.0	11.20	18.71	0.00	0.87	
MARBLE MASON	All	BLD		46.71	51.38	1.5	1.5	2.0	2.0	11.20	19.98	0.00	0.95	
MATERIAL TESTER I	All	ALL		40.39	41.14	1.5	1.5	2.0	2.0	9.35	23.97	0.00	0.80	
MATERIALS TESTER II	All	ALL		40.39	41.14	1.5	1.5	2.0	2.0	9.35	23.97	0.00	0.80	
MILLWRIGHT	All	BLD		41.88	46.07	1.5	1.5	2.0	2.0	11.66	17.25	0.00	0.70	
OPERATING ENGINEER	All	BLD	1	47.15	51.15	2.0	2.0	2.0	2.0	20.90	16.90	2.85	2.05	

OPERATING ENGINEER	All	BLD	2	46.45	51.15	2.0	2.0	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	BLD	3	44.00	51.15	2.0	2.0	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	BLD	4	42.00	51.15	2.0	2.0	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	BLD	5	50.90	51.15	2.0	2.0	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	BLD	6	50.15	51.15	2.0	2.0	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	BLD	7	47.15	51.15	2.0	2.0	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	HWY	1	47.00	51.00	1.5	1.5	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	HWY	2	46.45	51.00	1.5	1.5	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	HWY	3	45.15	51.00	1.5	1.5	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	HWY	4	43.70	51.00	1.5	1.5	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	HWY	5	42.25	51.00	1.5	1.5	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	HWY	6	50.00	51.00	1.5	1.5	2.0	2.0	20.90	16.90	2.85	2.05	
OPERATING ENGINEER	All	HWY	7	48.00	51.00	1.5	1.5	2.0	2.0	20.90	16.90	2.85	2.05	
ORNAMENTAL IRON WORKER	SE	ALL		47.99	51.83	2.0	2.0	2.0	2.0	13.06	24.15	0.00	1.03	
PAINTER	All	ALL		48.30	50.30	1.5	1.5	1.5	2.0	18.23	3.65	0.00	1.45	
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00	
PILEDRIIVER	All	BLD		43.37	48.14	1.5	1.5	2.0	2.0	11.79	19.30	0.00	0.73	
PILEDRIIVER	All	HWY		44.56	46.31	1.5	1.5	2.0	2.0	11.79	19.30	0.00	0.73	
PIPEFITTER	All	BLD		50.75	53.75	1.5	1.5	2.0	2.0	10.85	20.85	0.00	2.92	
PLASTERER	All	BLD		45.00	47.70	1.5	1.5	2.0	2.0	15.75	18.14	0.00	1.25	
PLUMBER	All	BLD		52.00	55.10	1.5	1.5	2.0	2.0	16.22	15.60	0.00	1.40	
ROOFER	All	BLD		45.45	49.45	1.5	1.5	2.0	2.0	10.88	13.31	0.00	0.91	
SHEETMETAL WORKER	All	BLD		44.49	48.00	1.5	1.5	2.0	2.0	7.85	20.78	0.00	0.85	0.90
SPRINKLER FITTER	All	BLD		41.97	44.72	1.5	1.5	2.0	2.0	10.23	14.02	0.00	0.52	
STEEL ERECTOR	SE	ALL		47.99	51.83	2.0	2.0	2.0	2.0	13.06	24.15	0.00	1.03	
STONE MASON	All	BLD		47.56	52.32	1.5	1.5	2.0	2.0	11.20	20.51	0.00	0.97	
TERRAZZO FINISHER	All	BLD		43.54	43.54	1.5	1.5	2.0	2.0	11.25	15.61	0.00	0.90	
TERRAZZO MASON	All	BLD		47.38	50.88	1.5	1.5	2.0	2.0	11.25	17.07	0.00	0.94	
TILE LAYER	All	BLD		42.37	47.03	1.5	1.5	2.0	2.0	11.79	19.30	0.00	0.73	
TILE MASON	All	BLD		48.75	52.75	1.5	1.5	2.0	2.0	11.25	16.90	0.00	0.95	
TRUCK DRIVER	All	ALL	1	39.08	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15	
TRUCK DRIVER	All	ALL	2	39.23	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15	
TRUCK DRIVER	All	ALL	3	39.43	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15	
TRUCK DRIVER	All	ALL	4	39.63	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15	
TUCKPOINTER	All	BLD		47.25	48.25	1.5	1.5	2.0	2.0	8.59	19.48	0.00	0.94	

**Exhibit G Bid Sheet:**

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65ILCS 5/11-42.1-1)

It is understood that the City reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

Bidders are requested to submit individual pricing for each Project Task (asbestos abatement, demolition of structure, demolition of parking lot), and to submit a package price for all work contemplated by these bid specifications. The City reserves the right to award all or some part of this work to individual bidders (e.g. the City may select different contractors to perform each Project Task), or may select a single bidder to perform all Project Tasks. The City also reserves the right to waive competitive bidding and award a contract for the performance of all or some portion of the project. The City also reserves the right to only complete certain portions of the project (e.g. asbestos mitigation and demolition of the structure, without removal of the parking lot). Submission of a bid constitutes acceptance of these specifications.

**Bidding**

**Company**

**Name:**

Anthem Excavation + Demolition, Inc.

**Based upon the scope of work in Exhibit K, please submit pricing for:**

- 1) Cost of Asbestos Mitigation and Disposal \$ 127,368.<sup>00</sup>
- 2) Cost of Building Demolition and site restoration within building footprint (not including asbestos mitigation) \$ 110,000.<sup>00</sup>
- 3) Cost of Parking Lot removal and restoration \$ 11,632.<sup>00</sup>
- 4) Package price for all work listed in lines 1-3 (if different from sum of lines 1-3) \$ 249,000.<sup>00</sup>

A final project scope and timeline will be negotiated before the contract is executed. The final project scope and timeline will be included in the final agreement between the City and Contractor.

☒ Our firm has not altered any of the written text within this document. Only those areas requiring input by the respondent have been changed or completed.



If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the City must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of bid submittal.		
Will you be utilizing a subcontractor?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
If yes, have you included all required information with your bid submittal?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Are your subcontractors registered to do business with the City?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

- OR -

**INDEMNIFICATION:** The Bidder hereby agrees to protect, defend, indemnify, and save harmless the City against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the intentional misconduct of the City. The Bidder agrees to indemnify, defend, insure and hold harmless the City in compliance with the most stringent language in this bid package.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Company submitting this bid complies with the Bidder Certifications included in the Form of Agreement attached as Exhibit I.

**TOTAL PRICE:** The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services and conditions, necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

Anthem Excavation + Demolition, Inc.

Bidder's Firm Name

P.O. Box 496

Street Address

Itasca IL 60143

City State Zip

630.250.8212 or 630.361.3094

Phone Number

11/8/2020

Date

[Signature]

Signed Name and Title

Dan Bos, President

Print Name and Title

dan\_bos@att.net

Code E-mail Address

630.250.0150

Fax Number



Exhibit H Detailed Exceptions Sheet:

**EXCEPTIONS:** Any exception to any term of this document or to the Agreement must be clearly noted on the *Detail Exceptions Sheet(s)*. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential Bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The City reserves the right to accept or reject any or all exceptions.

**DETAIL EXCEPTIONS SHEET MUST BE ENCLOSED WITH BID SHEET. ATTACH ADDITIONAL PAGES IF NECESSARY.**

Bidder's exceptions are:

Section Number	Exception Title	Exception Detail
	See Attached from asbestos report	
	Bid price reflects asbestos report as prepared by True North Consultants. If quantity is greater than 4,000 linear feet for concrete deck caulk, then bid price will be subject to change.	
	See Exhibit Q	



**Exhibit I: Form of Agreement**

**Independent Contractor Agreement for Services**

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "\_\_\_\_\_" hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows

**A. Services:**

Contractor agrees to furnish to the City the following services:

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit F is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

**B. Term:**

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express, written permission.

**C. Compensation:**

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit XX. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum meruit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City's express, written consent shall be solely at the expense of the Contractor.

**D. Changes in Rates of Compensation (and Prevailing Wages):**

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City. To the extent applicable, the contractor shall further comply the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq. **Prevailing wage records must be submitted with each invoice submitted; invoices submitted without corresponding prevailing wage records will not be processed until the certified payrolls are submitted.**



E. Ownership of Records and Documents / Confidential Information:

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit XX, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in Exhibit XX, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City's equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its' own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor's work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly



basis under the terms of this Agreement, the City and Contractor agree that Contractor's compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes.

**H. Certifications:**

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

*Sexual Harassment:* The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

*Tax Delinquency:* The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

*Employment Status:* The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

*Anti-Bribery:* The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

*Loan Default:* If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

*Felony Certification:* The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

*Barred from Contracting:* The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

*Prevailing Wage:* The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently [www.illinois.gov/idol](http://www.illinois.gov/idol). This notice is given pursuant to 820 ILCS



130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

*Drug Free Workplace:* The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635

*Responsible Contractor Requirements:* The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.

*Non-Discrimination, Certification, and Equal Employment Opportunity:* The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

*Record Retention and Audits:* If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

*United States Resident Certification:* (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a: ☐ United States Citizen or Corporation ☐ Resident Alien ☐ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%. Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is \_\_\_\_\_ and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☐



Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.

*Authorized in Illinois:* The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et. seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.

*Export Administration, Supplies, Labor:* The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et. seq.

*General Compliance and Certification:* The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

*Indemnification:* The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

The Contractor agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the "City Indemnitees") against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Contractor, the Contractor's employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. The Contractor is solely responsible for determining the accuracy and validity of any information provided to the Contractor by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any



provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991) in Illinois.

*Insurance, Licensure and Intellectual Property:* The Contractor shall comply with all insurance requirements described on the attached Exhibit H. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.

All drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Contractor shall have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon request.

*Additional Terms or Modification:*

The terms of this agreement shall be further modified as provided on the attached Exhibit F, Exhibit G and Exhibit H. Except for those terms included on Exhibit F, Exhibit G, and Exhibit H, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by



an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. If the Contractor identifies any costs associated with the suspension of services, such costs must be expressly approved by the City in writing, or they shall be the sole expense of the Contractor.

Notices: All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the City:

City Manager  
City of DeKalb  
164 E. Lincoln Hwy.  
DeKalb, IL 60115

For the Contractor:

Anthem Excavation + Demolition, Inc.  
P.O. Box 496  
Itasca IL 60143

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

*Subcontractors and Third Parties:* Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party

*Progress Reports:* Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.



Agreed to this \_\_\_\_\_ day of , 20\_\_ .

City of DeKalb

Contractor

\_\_\_\_\_  
City Mayor/Manager

\_\_\_\_\_  
City Clerk



## **Exhibit J Insurance Requirements:**

### **1. All Contractors and All Contracts:**

Contractor shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to workers' compensation insurance, unemployment insurance, automobile liability insurance and other legally required insurance. Contractor shall produce a certificate evidencing current coverage, upon request from the City. Contractor shall indemnify and hold harmless the City from any and all liability, damage, cost or expense which the City may incur or be liable to pay as a result of any and all accidental injuries or damages suffered by the Consultant or its employees (in addition to any other required indemnification or insurance from Consultant).

### **2. Certificates and General Conditions:**

Unless otherwise indicated herein, any certificate of insurance shall further indicate that the City is additional primary insured on such policy of insurance, shall indicate that such policies shall not have any right of subrogation against the City or the City's insurers, and shall indicate that said policy shall not be cancelled or revoked except after the provision of not less than thirty (30) days notice to the City. Contractor shall maintain said policy in full force and effect for the duration of this Agreement, and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this Agreement and insurance provided hereunder, the "City" shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City.

### **3. Comprehensive General Liability Coverage Requirements.**

Unless this Section 3 of Exhibit G is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence.

### **4. Automobile Insurance Coverage:**

Unless this Section 4 of Exhibit G is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence.

### **5. Professional Liability Insurance Coverage / Errors & Omissions Insurance Coverage:**

Unless one or more subsections of this Section 5 of Exhibit G is clearly marked out as being in applicable:

#### **A. Professional Liability / Malpractice:**

Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains professional liability or malpractice insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.

#### **B. Errors & Omissions Insurance Coverage:**

Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains errors &



omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.

**6. Indemnification:**

The policy limits, availability or inavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Worker's Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the City from any claims for damage, liabilities or other costs arising out of or relating to the Contractor's work or this Agreement.

**7. Additional Insurance Requirements.** Contractor shall also be required to provide the following insurance:

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**EACH CERTIFICATE OF LIABILITY INSURANCE SHALL REFERENCE THE SPECIFIC BID NUMBER AND PROJECT DESCRIPTION IN THE ADDITIONAL INSURED FIELD, AND MUST BE PROVIDED DIRECTLY TO THE CITY REPRESENTATIVE.**



**Exhibit K: Description of "the Work":**

This project consists of the provision of the following Work:

Completion of a Demolition project for the City of DeKalb, as more fully described below. Unless otherwise noted, all services, materials, labor, knowledge, skill, expertise, or other resources required to lawfully complete the Project in accordance with all applicable regulations.

**Property Address: 912 Edgebrook Drive DeKalb, IL 60115**

**Description of Property:** Demolition and cleanup of a 48,000 square foot, four-story, 47- unit apartment building containing asbestos. Building is constructed of brick/block. The project also requires the removal of the basement/foundation, backfilling with a compacted material, and grass seeding upon completion. The building occupies an approximately 8,000 square foot footprint on the lot. Parking lot pavement remains on the lot and totals about 28,000 square feet on the east and south sides of the building. This pavement is believed to be in poor to failing condition. Parking lot is to be removed, leveled, and restored to grass.

**Demolition Requirements:** Contractor shall provide a demolition schedule showing the timeline for all demolition activities, within 15 days of approval/award. The timeline will require City approval before work begins. The City reserves the right to conduct fire department or police department training in the property prior to demolition. Should the City notify the Contractor that it intends to perform such training, the City shall notify the Contractor of the period for which the property will be used for training, and the Contractor's time for performance shall be extended, day for day, for such duration.

Contractor's scope of work includes the following:

**1. Site Plan**

- a. Contractor will engage in pre-demolition meeting with City at the Property.
- b. Contractor will prepare and submit to the City for approval a demolition site plan with all required information.
- c. Site plan shall show north arrow, legend, scale and benchmark tied to NAVD88 datum.
- d. Site plan should show current site topography, proposed post-demolition topography, and location/nature of utility connections.
- e. Where any work is to be performed in City ROW, site plan shall show nature of work to be performed and mechanism of repair of work (e.g. mechanism of street repair for trench cut in street). Site plan shall also show typical sections for street/sidewalk repair, including material thickness, type and location.
- f. Site plan should show drainage patterns consistent with pre-demolition conditions. Site plan shall also show location of silt fencing.
- g. In the case of any foundations or slabs on the property, site plan shall specify their full removal, and replacement with clean, compacted CA-7 fill in a buildable fashion.



h. Unless otherwise specified by the City, site plan shall show installation of not less than six inches of topsoil on all excavated areas, and installation of grass seed and appropriate coverage materials.

i. Site plan shall depict areas where trucks shall access the site, where dumpsters shall be placed, and similar matters. Where site access requires access over a barrier curb, site plan shall show temporary removal of curb and, upon project completion, replacement of barrier curb where removed.

j. The Contractor shall provide a final, 'as-built' topographical survey showing completion of all activities in accordance with these requirements

## **2. Permits**

a. Contractor will obtain all permits required for the performance of the work, including City demolition permit (provided at no charge), IEPA demolition permits, and similar matters. Contractor will be responsible for costs of all applicable permits other than City permit.

## **3. Utilities**

a. City shall discontinue and remove water service line prior to demolition.

b. All wastewater services shall be disconnected and removed according to the Kishwaukee Reclamation District's specifications. Contractor is responsible for coordination of work with Sanitary District.

c. City shall coordinate the disconnection of the Electric utility with Com Ed.

d. Storm water infrastructure to remain as is.

e. City and Contractor shall coordinate the removal and disconnection of the gas utility with Nicor.

f. Where any drainage tile or storm sewer exists on site, Contractor shall reroute such tile/sewer to maintain it as operational.

g. Where any site is served by a common utility service that serves a property not being demolished, the Contractor's plans shall provide for the continuation of utility service to such other property.

## **4. Work Days and Hours**

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

b. Equipment shall not be started before 6:45 AM.

## **5. Asbestos Removal**

a. The Contractor or subcontractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safe removal of asbestos.

b. An asbestos report from September 26, 2016 is included as Exhibit P.



## **6. Parking Lot**

a. Contractors shall removal and haul the parking lot surrounding the property. The restoration will include leveling and grass seeding.

## **7. Construction Safety, Shoring, and Methods**

a. Contractor shall be responsible for maintaining the site in a reasonably clean and tidy fashion, and for maintaining all public roads and sidewalks in the area of the property in good condition and clean of demolition debris, mud or stone from the demolition site. Should the contractor fail to do so, the City may clean such debris, and back-charge the cost of performing such services against amounts due to the Contractor.

b. During time of demolition work, Contractor shall maintain temporary construction fence at least six feet in height around the perimeter of the area of the demolition; all equipment shall be stored inside the fenced area.

c. The Contractor shall at all times be responsible for maintaining dust-free conditions. The Contractor shall clean the pavement of all dirt and debris at the end of each day's operations, and at other times as directed by the Engineer by means of high pressure washing or by mechanical sweeping. The Contractor shall provide for the control of dust as specified in Section 20-2.21C of the "Standard Specifications for Water and Sewer Construction in Illinois," or by the uniform application of a dust control agent approved by the Engineer.

d. If the Contractor does not meet the requirement of controlling dust and/or cleaning the pavement, within three (3) hours of notification by the Owner, the Owner shall make the necessary arrangements to control the dust and clean the pavement(s). The cost of such action will be deducted from any monies due or to become due to the Contractor. Additionally, the City will deduct \$500.00 per day from monies due, or to become due, for each day that the Contractor fails to comply with this special provision. In addition, the Contractor will pay any penalties resulting from any Illinois Environmental Protection Agency, NPDES for Construction violations issued to the Owner. Such sum to be charged not as a penalty but as liquidated damages. The parties agreeing that actual damages to the City of Aurora would be uncertain and difficult to calculate and the amount of such liquidated damages is a reasonable estimate of the supervision costs likely to be incurred by the City of DeKalb as a result of the Contractors failure to control dust and clean the pavement(s) as required. Dust control and pavement cleaning shall be considered incidental to the cost of the contract and will not be paid for separately.

e. The City shall provide a courtesy water source prior to the start of any excavation.

f. Contractor shall remove all portions of the building and foundation, and all real or personal property located therein, inclusive of the foundation, pads, footings, sidewalk approaches, or other similar structures in accordance with the approved demolition site plan.

g. Contractor shall install clean compacted CA-7 fill, and 6-inch topsoil, in accordance with the site plan, and be responsible for watering and maintenance of such seed until a healthy stand of grass is established as required by IEPA ILR 10 permit.

h. Contractor shall remove and lawfully dispose of all debris generated by the demolition activities, and shall provide all materials (e.g. fill, soil, seed, water) necessary to complete the demolition process in



accordance with this Agreement. Contractor shall remove and dispose of all real or personal property located on the Property in accordance with this Agreement, and unless notified otherwise by the City, shall remove all fences, trees, accessory structures, driveways, parking areas, or other structures or items from the Property, restoring the same to a graded, seeded, clear condition. The City reserves the right to specify that any item currently residing on the Property remains on the Property (e.g. tree preservation).

i. Contractor shall be solely responsible for repair or restoration of any damage caused by Contractor to public or private property in the completion of the work outlined herein.

8. Unless otherwise approved as an alternate bid, the Contractor shall be paid 70% of the total contract price at the time that the City certifies that the demolition/restoration/utility disconnection process has been completed (exclusive of the successful installation of grass seed), 20% of the total contract price at the time that the City certifies that the grass seed has met standards, and the final 10% of the total contract price on the date which is one year after the City's certification that the demolition/restoration/utility disconnection process has been completed. In the event that the Contractor fails to perform any service contemplated herein after the provision of ten days notice to perform, the City may: a) withhold funds from the Contractor sufficient to have such service(s) performed; and/or, b) initiate legal action to collect the costs of such service(s) from Contractor



Exhibit L Project Checklist:

	Yes	No
<b>Attended Pre-Bid Meeting</b>		
<b>Timely Submitted Bid</b>		
<b>Bid Sealed and Properly Labeled</b>		
<b>All Pages Submitted</b>		
<b>Bid Bond Required?</b>		
<b>Bid Bond Submitted</b>		
<b>Date of Bid Opening:</b>		
<b>Date of Bid Award:</b>		
<b>Selected Bidder:</b>		
<b>Date of Bidder Notification</b>		
<b>Selected Bidder Acknowledged Bid Award (Date: _____)</b>		
<b>Subcontractors Identified and Authorized</b>		
<b>Contract Signature</b>		
<b>Bidder Provided Signed Contract within 5 days</b>		
<b>Pre-Performance Items:</b>		
<b>Performance Security Required?</b>		
<b>Performance Security Provided (prior to start of work)</b>		
<b>Certificated of Insurance Provided (prior to start of work)</b>		
<b>Pre-Performance/Pre-Delivery Meeting Conducted</b>		
<b>Pre-Payment Items:</b>		
<b>Lien Waivers Received</b>		
<b>Prevailing Wage Records Received</b>		
<b>City Punchlist Approval Received</b>		
<b>Warranty, Retention or Maintenance Bond Required?</b>		
<b>Warranty, Retention or Maintenance Bond Received</b>		
<b>Warranty, Retention or Maintenance Bond Period Close Reminder Docketed?<sup>i</sup></b>		

Warranty/Retention/Maintenance Bond Instructions:

\*It is recommended to docket a reminder for the deadline at least 60 days prior to the deadline



**Exhibit M Subcontractor Listing:**

Any subcontractors that are proposed to be utilized in the performance of this Agreement, either as subcontractors or materialmen, shall be expressly identified below. Attach additional pages if necessary.

**#1: Subcontractor or Materialman Name:** Husar Abatement Ltd

**Address:** 10217 Franklin Ave, Franklin Park IL 60131

**Telephone Number:** 847.349.9105

**Email Address:** tomasz.husar1@gmail.com

**Primary Contact Person:** Janina Stogowska

**Primary Contact Cellular Telephone:** 708.983.4211

**Attach a List of Five References for Subcontractor (See Section 3.13):**

**Detailed description of services to be offered by this Subcontractor or Materialman:** Asbestos Abatement

City of Rockford, Brewington Apts  
505 - 515 Seminary St. Rockford

Lake In The Hills Elementary - District 300  
519 Willow St., Lake in the Hills

Harper College  
1200 W. Algonquin Rd, Palatine

**#2: Subcontractor or Materialman Name:**

**Address:**

**Telephone Number:**

**Email Address:**

**Primary Contact Person:**

**Primary Contact Cellular Telephone:**

**Attach a List of Five References for Subcontractor (See Section 3.13):**

**Detailed description of services to be offered by this Subcontractor or Materialman:**



**Exhibit N City Punchlist and Acceptance Notice:**

Prior to final payment for project, this document shall be completed to identify: 1) any punchlist or corrective items identified that must be completed prior to final payment; and, 2) completion of all such items and approval, by the City Representative, of this project for final payment.

Punchlist items for correction:

Item Description	Date Corrected and Approved by City Representative

Date of Punchlist Item Completion and Project Completion: \_\_\_\_\_  
(Note: the following day shall serve as the first day of the warranty period for this project).

**City Representative Certification:**

I, \_\_\_\_\_ (City Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified punchlist items have been satisfied and corrected to my satisfaction, and that this project is otherwise ready for final payout.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Contractor Certification: I, \_\_\_\_\_ (Contractor's Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified punchlist items have been satisfied and corrected to the City's satisfaction, and that this project is otherwise ready for final payout.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Exhibit O Form of Bid Addendum:

**Bid Addendum**

Name of Project: 912 Edgebrook Dr

General Description of Project:

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

Website Link: \_\_\_\_\_

Date of Addendum: 11/3/2020

Description: Bid Questions Submitted

Exhibit Q — Emailed 11/4/2020



Exhibit P Common Questions Asked by Bidders:

1. Will the City amend the payment terms from 70%, 20% and remaining 10% after 12-months?

***Our attorney has agreed to change the payment terms to 90% upon completion and the remaining 10% after 1-year without any settlement. The City will consider payment after 6-months by change order submittal and approval from the City Engineer.***

2. Will electricity remain available for the asbestos removal?

***The City will disconnect power once asbestos removal is complete.***

3. Is there a water supply the contractor may use?

***The City will provide a water supply free of charge from a nearby hydrant.***

4. I didn't see any compaction spec for the backfill on 912 Edgebrook. Is any compaction required?

***The bid specifies CA-7 and compaction. However, you can crush material onsite as long as the size is comparable and will stop any settlement.***

5. Are there any abatement air monitoring requirements by the City of Dekalb for this project?

***No, however you follow IEPA specifications.***

6. Pre-abatement air monitoring?

***No***

7. Daily or OSHA air monitoring?

***No***

8. Post-abatement / Clearance air monitoring?

***No***

9. Is this job prevailing wages?

***Yes***

10. Do we have to remove and replace the curb at the existing entrances?

***No***

11. Can we leave the curb and just remove the asphalt apron, and have the citywide program take care of this?

***Leave the apron in place including the sidewalk backing up to it.***

12. Are we required to install silt fence, or just 6' chain-link construction fence?

***Chain-link fence only.***



13. In addition to the concrete and masonry materials, can the asphalt pavement also be crushed and utilized for fill of the foundation void?

*No*

  
(Please sign)

*11/8/2020*  
(Date)



Exhibit Q Bidder Concerns

Several bidders have expressed concern over the asbestos report provided in Exhibit P. The report states the facility has 4,000 linear foot of asbestos precast plank joint caulk. Upon the recent site visit, several bidders have stated it appears that same caulk is on every floor including the roof deck and therefore the quantity should be somewhere closer to 16,000 linear feet or 4,000 linear foot per concrete deck.

The City advises bidders to bid according to the asbestos specification provided in Exhibit P. However, please include your price per 1,000 linear feet for the removal any additional asbestos not included in the report. Once asbestos abatement begins and any additional precast plank joint caulk asbestos is identified, confirmed, and measured, the City and contractor shall agree upon a price per 1,000 linear feet based on the price submitted.

  
(Please sign)

  
(Date)



Re 2020-124

## Performance Bond

Bond No. UCSX372X3395

### CONTRACTOR:

(Name, legal status and address)

Anthem Excavation & Demolition, Inc.  
5n547 Central Road  
Itasca, IL 60143

### SURETY:

(Name, legal status and principal place of business)

United Casualty and Surety Insurance Company  
292 Newbury Street, Suite 105  
Boston, MA 02115

### OWNER:

(Name, legal status and address)

City of DeKalb  
164 East Lincoln Highway  
DeKalb, ILL 60115

### CONSTRUCTION CONTRACT

Date: November 24, 2020

Amount: Two hundred ninety-five thousand six hundred eighty 00/100  
(\$295,680.00)

Description: Abatement, demolition and restoration of 912 Edgebrook Drive  
(Name and location)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### BOND

Date: December 16, 2020  
(Not earlier than Construction Contract Date)

Amount: Two hundred ninety-five thousand six hundred eighty 00/100  
(\$295,680.00)

Modifications to this Bond: ☒ None ☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
Anthem Excavation & Demolition, Inc.

### SURETY

Company: (Corporate Seal)  
United Casualty and Surety Insurance Company

Signature: \_\_\_\_\_

Name: Daniel M. Bos  
and Title: President

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: \_\_\_\_\_

Name: Kelly A. Specht  
and Title: Attorney-in-fact

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)



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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



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§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:



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# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

S.S.

On December 16, 2020 before me, Bethany Mercer, Notary Public

Name of Notary Public, Title

personally appeared Kelly A. Specht

Name of Signer (1)

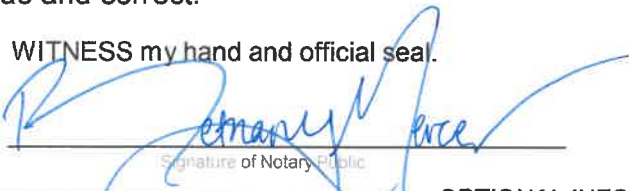
N/A

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

## Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

Performance Bond No. UCSX372X3395

containing 4 pages, and dated December 16, 2020

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☒ Attorney-in-fact  
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: United Casualty and Surety Insurance Company

Name(s) of Person(s) Entity (you, Signer or Representing)

## Additional Information

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ \_\_\_\_\_



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
**US Casualty and Surety Insurance Company**  
**United Surety Insurance Company**

## POWER OF ATTORNEY

**Agency No. 171372**

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

**Kelly A. Specht, Kandis Gregory, Richard P. Ford, Thomas C. Buckner, Michael Herranen, Bethany Mercer**

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety. This Power of Attorney shall expire without further action on December 31<sup>st</sup>, 2023.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1<sup>st</sup> day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 1st day of August, 2019.



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
**US Casualty and Surety Insurance Company**  
**United Surety Insurance Company**

  
 Joel R. Chachkes, Treasurer

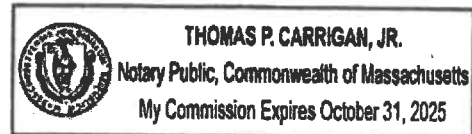
### Corporate Seals

Commonwealth of Massachusetts  
 County of Suffolk ss:

On this 1st day of August, 2019, before me, Thomas P. Carrigan, Jr., a notary public, personally appeared Joel R. Chachkes, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.  
 WITNESS my hand and seal.

  
 Thomas P. Carrigan, Jr., Notary Public Commission Expires: 10/31/2025



I, Robert F. Thomas, Chief Operating Officer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 16<sup>th</sup> day of

December, 2020

### Corporate Seals



  
 Robert F. Thomas, Chief Operating Officer

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: [CONFIRMBOND@UNITEDCASUALTY.COM](mailto:CONFIRMBOND@UNITEDCASUALTY.COM)

25 2020-124

## Payment Bond

Bond No. UCSX372X3395

### CONTRACTOR:

(Name, legal status and address)

Anthem Excavation & Demolition, Inc.  
5n547 Central Road  
Itasca, IL 60143

### SURETY:

(Name, legal status and principal place of business)

United Casualty and Surety Insurance Company  
292 Newbury Street, Suite 105  
Boston, MA 02115

### OWNER:

(Name, legal status and address)

City of DeKalb  
164 East Lincoln Highway  
DeKalb, ILL 60115

### CONSTRUCTION CONTRACT

Date: November 24, 2020

Amount: Two hundred ninety-five thousand six hundred eighty 00/100  
(\$295,680.00)

Description: Abatement, demolition and restoration of 912 Edgebrook Drive  
(Name and location)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### BOND

Date: December 16, 2020  
(Not earlier than Construction Contract Date)

Amount: Two hundred ninety-five thousand six hundred eighty 00/100  
(\$295,680.00)

Modifications to this Bond: ☒ None ☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
Anthem Excavation & Demolition, Inc.

### SURETY

Company: (Corporate Seal)  
United Casualty and Surety Insurance Company

Signature:

Name Daniel M. Bos  
and Title President

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name Kelly A. Specht  
and Title Attorney-in-fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5. 1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.



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§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_



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# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

S.S.

On December 16, 2020 before me, Bethany Mercer, Notary Public

Name of Notary Public Title

personally appeared Kelly A. Specht

Name of Signer (1)

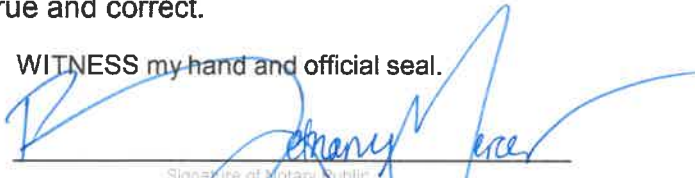
N/A

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



Seal

## OPTIONAL INFORMATION

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Payment Bond No. UCSX372X3395

containing 4 pages, and dated December 16, 2020

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☒ Attorney-in-fact  
☐ Corporate Officer(s) \_\_\_\_\_

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: United Casualty and Surety Insurance Company

Name(s) of Person(s) Entity(ies) Signer is Representing

## Additional Information

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ \_\_\_\_\_



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
 US Casualty and Surety Insurance Company  
 United Surety Insurance Company

## POWER OF ATTORNEY

**Agency No. 171372**

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

**Kelly A. Specht, Kandis Gregory, Richard P. Ford, Thomas C. Buckner, Michael Herranen, Bethany Mercer**

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety. This Power of Attorney shall expire without further action on December 31<sup>st</sup>, 2023.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1<sup>st</sup> day of July, 1993:


Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 1st day of August, 2019.



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
 US Casualty and Surety Insurance Company  
 United Surety Insurance Company

  
 Joel R. Chachkes, Treasurer

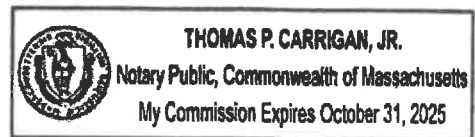
### Corporate Seals

Commonwealth of Massachusetts  
 County of Suffolk ss:

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I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.  
 WITNESS my hand and seal.

  
 Thomas P. Carrigan, Jr., Notary Public Commission Expires: 10/31/2025



I, Robert F. Thomas, Chief Operating Officer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

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December, 2020.

### Corporate Seals



  
 Robert F. Thomas, Chief Operating Officer

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: [CONFIRMBOND@UNITEDCASUALTY.COM](mailto:CONFIRMBOND@UNITEDCASUALTY.COM)