RESOLUTION 2023-062 **PASSED: MAY 22, 2023**

AUTHORIZING THE AWARD OF A CONTRACT TO CURRAN CONTRACTING INC. IN THE AMOUNT OF $162,775.15 FOR THE RESURFACING OF LUCERNE LANE WITH STAFF AUTHORITY TO APPROVE CHANGE ORDERS UP TO A COMBINED PROJECT TOTAL NOT TO EXCEED $170,000.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, on April 26, 2023, the City publicly opened bids for the 2023 CDBG Streets Lucerne Lane resurfacing project (the "Project") with the lowest responsible bidder being Curran Contracting Inc. (the "Contractor") in the total amount of $162,775.15 (the "Bid"); and

WHEREAS, the City's corporate authorities find that approving the Bid is in the City's best interests for the protection of the public health, safety, and welfare; and

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

SECTION 1: The recitals to this resolution are true, correct, adopted and incorporated as Section One to this Resolution.

SECTION 2: The City's corporate authorities approve, authorize, and direct the City Manager to enter into an agreement, in a form acceptable to the City Manager, with Contractor for the Project for the Bid amount of $162,775.15, with staff authority to approve change orders up to a combined Project total of $170,000.00, and to take all necessary acts to effectuate the award of the Bid.

SECTION 3: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 22nd day of May 2023, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Zasada, Larson, Smith, Perkins, McAdams, Verbic, Walker, Barnes. Nay. None.

CITY OF DEKALB STATE OF ILLINOIS

COHEN BARNES, Mayor

ATTEST:

Ruth A. Scott, Executive Assistant

FEHR GRAHAM
1973 | 2023

April 27, 2023

Mr. Zac Gill
City Engineer
City of DeKalb
1216 Market Street
DeKalb, IL 60115

Re: Lucerne Ln Resurf/ADA Imps – 2023 Streets CDBG – Bid Package 1
Letter of Recommendation

Dear Mr. Gill,

In compliance with the Notice To Bidders for the above-referenced project, bid packages were available through QuestCDN.com and our office with bids due by 2:00 p.m. yesterday. Five companies held bid packages and one complete bid, from Curran Contracting Company, was received for the opening.

Our office has completed a review of Curran's Base and Alternate Bids. Their bid(s) were accompanied by the necessary forms. A synopsis of the bids is as follows and the bid tabulations are attached:

	ENGINEER'S ESTIMATE	CURRAN CONTRACTING COMPANY	% OVER/UNDER ENGINEER'S ESTIMATE
BASE BID	$150,610.00	$162,775.15	8.08%
ALTERNATE BID 1	$38,480.00	$37,066.00	-3.67%

Based on recent conversations, Fehr Graham recommends award of the Lucerne Ln Resurf/ADA Imps 2023 Streets CDBG Bid Package 1 project to **Curran Contracting Company** for the Base Bid of $162,775.15.

Fehr Graham can proceed with preparing the contract documents should you decide to move forward with this work. Thank you for the opportunity to provide you with professional services. Should you need anything further, please contact our office anytime.

Sincerely,

Jason Stoll, PE
Principal / Branch Manager

JTS:bm

Attachment

O:\DeKalb, City of\23-133 - 2023 Streets CDBG - Bid Package 1\PA Final\Correspondence\23-133 DeKalb CDBG BP 1 Lucerne Ln-ADA Imps 2023-04-27 Ltr of Rec.docx

Illinois Department of Transportation

Tabulation of Bids

Local Public Agency	County	Section Number	Letting Date
City of DeKalb	DeKalb		04/26/23

Approved Engineer's Estimate	Attended By (IDOT Representative(s))
$150,610.00	

Bidder's Name	Curran Contracting Company		
Bidder's Address	286 Memorial Court		
City, State, Zip	Crystal Lake, IL 60014		
Proposal Guarantee	Bid Bond		
Terms	5%		

					Approved Engineer's Estimate							
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	BASE BID - Addendum No. 1											
21101615	TOPSOIL F & P 4		SQ YD	75.00	$10.0000	$750.00	$25.0000	$1,875.00		$0.00		$0.00
25000110	SEEDING CL 1A		ACRE	.03	$15,000.000	$450.00	$33,500.000	$1,005.00		$0.00		$0.00
25000400	NITROGEN FERT NUTR		POUND	3.00	$10.0000	$30.00	$2.0000	$6.00		$0.00		$0.00
25000500	PHOSPHORUS FERT NUTR		POUND	3.00	$10.0000	$30.00	$2.0000	$6.00		$0.00		$0.00
25000600	POTASSIUM FERT NUTR		POUND	3.00	$10.0000	$30.00	$2.0000	$6.00		$0.00		$0.00
25100630	EROSION CONT BLANKET		SQ YD	75.00	$5.0000	$375.00	$8.0000	$600.00		$0.00		$0.00
28000500	INLET & PIPE PROTECT		EACH	5.00	$200.0000	$1,000.00	$115.0000	$575.00		$0.00		$0.00
35800200	AGG BASE REPAIR		TON	40.00	$50.0000	$2,000.00	$50.0000	$2,000.00		$0.00		$0.00
40600290	BIT MATLS TACK CT		POUND	2215.00	$1.0000	$2,215.00	$0.0100	$22.15		$0.00		$0.00
40604000	HMA SC IL9.5FG C N50		TON	213.00	$100.0000	$21,300.00	$100.0000	$21,300.00		$0.00		$0.00
40604050	HMA SC IL9.5 N50		TON	425.00	$100.0000	$42,500.00	$85.0000	$36,125.00		$0.00		$0.00
42400200	PC CONC SIDEWALK 5		SQ FT	420.00	$15.0000	$6,300.00	$18.0000	$7,560.00		$0.00		$0.00
42400800	DETECTABLE WARNINGS		SQ FT	20.00	$50.0000	$1,000.00	$32.0000	$640.00		$0.00		$0.00
44000157	HMA SURF REM 2		SQ YD	4950.00	$5.0000	$24,750.00	$3.8000	$18,810.00		$0.00		$0.00
44000500	COMB CURB GUTTER REM		FOOT	35.00	$15.0000	$525.00	$18.0000	$630.00		$0.00		$0.00
44000600	SIDEWALK REM		SQ FT	420.00	$4.0000	$1,680.00	$8.0000	$3,360.00		$0.00		$0.00

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
44201682	CL D PATCH T2 3		SQ YD	6.00	$75.0000	$450.00	$135.0000	$810.00		$0.00		$0.00
60255500	MAN ADJUST		EACH	1.00	$900.0000	$900.00	$1,400.0000	$1,400.00		$0.00		$0.00
60603800	COMB CC&G TB6.12		FOOT	35.00	$70.0000	$2,450.00	$85.0000	$2,975.00		$0.00		$0.00
67100100	MOBILIZATION		L SUM	1.00	$10,000.000	$10,000.00	$33,500.000	$33,500.00		$0.00		$0.00
78000400	THPL PVT MK LINE 6		FOOT	15.00	$15.0000	$225.00	$6.0000	$90.00		$0.00		$0.00
78000650	THPL PVT MK LINE 24		FOOT	95.00	$20.0000	$1,900.00	$24.0000	$2,280.00		$0.00		$0.00
X6025600	MAN ADJUST SPL		EACH	9.00	$2,000.0000	$18,000.00	$1,700.0000	$15,300.00		$0.00		$0.00
X7010216	TRAF CONT & PROT SPL		L SUM	1.00	$7,500.0000	$7,500.00	$7,650.0000	$7,650.00		$0.00		$0.00
Z0004005	FIBER ASPHALT		POUND	425.00	$10.0000	$4,250.00	$10.0000	$4,250.00		$0.00		$0.00
					Total Bid:	As Read:		$162,775.15				
						As Calculated:		$162,775.15		$0.00		$0.00
						% Over/Under:		8.08 %				

Illinois Department of Transportation

Tabulation of Bids

Local Public Agency	County	Section Number	Letting Date
City of DeKalb	DeKalb		04/26/23

Approved Engineer's Estimate	Attended By (IDOT Representative(s))
$38,480.00	

Bidder's Name	Curran Contracting Company		
Bidder's Address	286 Memorial Court		
City, State, Zip	Crystal Lake, IL 60014		
Proposal Guarantee	Bid Bond		
Terms	5%		

						Approved Engineer's Estimate						
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	ALTERNATE BID 1 -											
	Addendum No. 1											
21101615	TOPSOIL F & P 4		SQ YD	175.00	$10.0000	$1,750.00	$10.0000	$1,750.00		$0.00		$0.00
25000110	SEEDING CL 1A		ACRE	.07	$15,000.000	$1,050.00	$15,000.000	$1,050.00		$0.00		$0.00
25000400	NITROGEN FERT NUTR		POUND	6.00	$10.0000	$60.00	$2.0000	$12.00		$0.00		$0.00
25000500	PHOSPHORUS FERT NUTR		POUND	6.00	$10.0000	$60.00	$2.0000	$12.00		$0.00		$0.00
25000600	POTASSIUM FERT NUTR		POUND	6.00	$10.0000	$60.00	$2.0000	$12.00		$0.00		$0.00
25100630	EROSION CONT BLANKET		SQ YD	175.00	$5.0000	$875.00	$6.0000	$1,050.00		$0.00		$0.00
42400200	PC CONC SIDEWALK 5		SQ FT	1000.00	$15.0000	$15,000.00	$11.0000	$11,000.00		$0.00		$0.00
42400800	DETECTABLE WARNINGS		SQ FT	110.00	$50.0000	$5,500.00	$32.0000	$3,520.00		$0.00		$0.00
44000500	COMB CURB GUTTER REM		FOOT	105.00	$15.0000	$1,575.00	$15.0000	$1,575.00		$0.00		$0.00
44000600	SIDEWALK REM		SQ FT	1000.00	$4.0000	$4,000.00	$6.0000	$6,000.00		$0.00		$0.00
44201682	CL D PATCH T2 3		SQ YD	16.00	$75.0000	$1,200.00	$135.0000	$2,160.00		$0.00		$0.00
60603800	COMB CC&G TB6.12		FOOT	105.00	$70.0000	$7,350.00	$85.0000	$8,925.00		$0.00		$0.00
					Total Bid:	As Read:		$37,066.00				
						As Calculated:		$37,066.00		$0.00		$0.00
						% Over/Under:		(3.67)%				

Illinois Department of Transportation

Local Public Agency Formal Contract

Contractor's Name
Curran Contracting Company

Contractor's Address | City | State | Zip Code
286 Memorial Court | Crystal Lake | IL | 60014

STATE OF ILLINOIS

Local Public Agency | County | Section Number
City of DeKalb | DeKalb |

Street Name/Road Name | Type of Funds
Lucerne Ln Resurf/ADA Imps | CDBG

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title
City Engineer

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of DeKalb	Lucerne Ln Resurf/ADA Imps	DeKalb	

1. THIS AGREEMENT, made and concluded the * (Day) day of * (Month and Year) between the City (Local Public Agency Type) of DeKalb (Local Public Agency), known as the party of the first part, and Curran Contracting Company (Contractor), its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section _____ (Section Number) in City of DeKalb (Local Public Agency), approved by the Illinois Department of Transportation on _____ (Date), are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

The City (Local Public Agency Type) of DeKalb (Name of Local Public Agency)

Attest:

Clerk Signature & Date

*

(SEAL, if required by the LPA)

CITY OF DEKALB STATE OF ILLINOIS

Party of the First Part Signature & Date

By: *

(If a Corporation)

Corporate Name

Curran Contracting Company

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name Michael Leopardo, Vice President

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

CURRAN CONTRACTING COMPANY CORP ILLINOIS CORPORATE SEAL 1987

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)

Illinois Department of Transportation

Local Public Agency
Formal Contract Proposal

COVER SHEET

Proposal Submitted By:

Contractor's Name: Curran Contracting Company

Contractor's Address	City	State	Zip Code
286 Memorial Ct.,	Crystal Lake	IL	60014

STATE OF ILLINOIS

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	

Route(s) (Street/Road Name)	Type of Funds
Lucerne Ln Resurf/ADA Imps	CDBG

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved
For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title: City Engineer

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb		Lucerne Ln Resurf/ADA Imps

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of City Engineer, City of DeKalb (Name of Office)

1216 Market Street, DeKalb, IL 60115 (Address) until 2:00 PM (Time) on 04/26/23 (Date).

Sealed proposals will be opened and read publicly at the office of City Engineer, City of DeKalb (Name of Office)

1216 Market Street, DeKalb, IL 60115 (Address) at 2:00 PM (Time) on 04/26/23 (Date).

DESCRIPTION OF WORK

Location	Project Length
City of DeKalb	1300'

Proposed Improvement

The improvements will consist of, but not limited to, resurfacing of Lucerne Lane from 4th St to 7th St, and ADA ramps at various intersections with Lucerne Lane, and Ball Avenue. The improvements will be funded in part or in whole by a Community Development Block Grant (CDBG).

1. Plans and proposal forms will be available in the office of

Fehr Graham, 515 Lincoln Highway Rochelle, IL 61068 for a non-refundable fee of $100 (overnight delivery not available). Also available electronically at www.fehrgraham.com for a non-refundable fee of $25.

2. ☒ Prequalification

   If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
   a. Local Public Agency Formal Contract Proposal (BLR 12200)
   b. Schedule of Prices (BLR 12201)
   c. Proposal Bid Bond (BLR 12230) (if applicable)
   d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
   e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb		Lucerne Ln Resurf/ADA Imps

PROPOSAL

1. Proposal of Curran Contracting Company
   Contractor's Name
   286 Memorial Ct., Crystal Lake, IL 60014
   Contractor's Address

2. The plans for the proposed work are those prepared by Fehr Graham and approved by the Department of Transportation on _____.

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within _____ working days or by 07/14/23 unless additional time is granted in accordance with the specifications.

6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City Treasurer of City of DeKalb.
    The amount of the check is 5% (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb		Lucerne Ln Resurf/ADA Imps

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

   A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

   A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb		Lucerne Ln Resurf/ADA Imps

SIGNATURES

(If an individual)

Bidder Signature & Date

Business Address

City | State | Zip Code

(If a partnership)

Firm Name

Signature & Date

Title

Business Address

City | State | Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name: Curran Contracting Company

Signature & Date: 04/26/2023

Title: Nick Schram, Vice President

Business Address: 286 Memorial Ct.

City: Crystal Lake | State: IL | Zip Code: 60014

Insert Names of Officers

President: Rick Noe

Attest:



Assistant Secretary

Secretary

Greg Preves

Treasurer

Todd Gierke

Illinois Department of Transportation

Schedule of Prices

Contractor's Name: CURRAN CONTRACTING COMPANY

Contractor's Address: 286 MEMORIAL COURT | City: CRYSTAL LAKE | State: IL | Zip Code: 60014

Local Public Agency: City of DeKalb | County: DeKalb | Section Number:

Route(s) (Street/Road Name): Lucerne Ln Resurf/ADA Imps

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
	BASE BID - Addendum No. 1				$ -
21101615	TOPSOIL F & P 4	SQ YD	75.00	$ 25.00	$ 1,875.00
25000110	SEEDING CL 1A	ACRE	.03	$ 33,500.00	$ 1,005.00
25000400	NITROGEN FERT NUTR	POUND	3.00	$ 2.00	$ 6.00
25000500	PHOSPHORUS FERT NUTR	POUND	3.00	$ 2.00	$ 6.00
25000600	POTASSIUM FERT NUTR	POUND	3.00	$ 2.00	$ 6.00
25100630	EROSION CONT BLANKET	SQ YD	75.00	$ 8.00	$ 600.00
28000500	INLET & PIPE PROTECT	EACH	5.00	$ 115.00	$ 575.00
35800200	AGG BASE REPAIR	TON	40.00	$ 50.00	$ 2,000.00
40600290	BIT MATLS TACK CT	POUND	2215.00	$ 0.01	$ 22.15
40604000	HMA SC IL9.5FG C N50	TON	213.00	$ 100.00	$ 21,300.00
40604050	HMA SC IL9.5 N50	TON	425.00	$ 85.00	$ 36,125.00
42400200	PC CONC SIDEWALK 5	SQ FT	420.00	$ 18.00	$ 7,560.00
42400800	DETECTABLE WARNINGS	SQ FT	20.00	$ 32.00	$ 640.00
44000157	HMA SURF REM 2	SQ YD	4950.00	$ 3.80	$ 18,810.00
44000500	COMB CURB GUTTER REM	FOOT	35.00	$ 18.00	$ 630.00
44000600	SIDEWALK REM	SQ FT	420.00	$ 8.00	$ 3,360.00
44201682	CL D PATCH T2 3	SQ YD	6.00	$ 135.00	$ 810.00
60255500	MAN ADJUST	EACH	1.00	$ 1,400.00	$ 1,400.00
60603800	COMB CC&G TB6.12	FOOT	35.00	$ 85.00	$ 2,975.00

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb		Lucerne Ln Resurf/ADA

Item Number	Items	Unit	Quantity	Unit Price	Total
67100100	MOBILIZATION	L SUM	1.00	$ 33,500.00	$ 33,500.00
78000400	THPL PVT MK LINE 6	FOOT	15.00	$ 6.00	$ 90.00
78000650	THPL PVT MK LINE 24	FOOT	95.00	$ 24.00	$ 2,280.00
X6025600	MAN ADJUST SPL	EACH	9.00	$ 1,700.00	$ 15,300.00
X7010216	TRAF CONT & PROT SPL	L SUM	1.00	$ 7,650.00	$ 7,650.00
Z0004005	FIBER ASPHALT	POUND	425.00	$ 10.00	$ 4,250.00
					$ -
				Bidder's Total Proposal	**$ 162,775.15**

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Illinois Department of Transportation

Schedule of Prices

Contractor's Name: CURRAN CONTRACTING COMPANY

Contractor's Address: 286 MEMORIAL COURT | City: CRYSTAL LAKE | State: IL | Zip Code: 60014

Local Public Agency: City of DeKalb | County: DeKalb | Section Number:

Route(s) (Street/Road Name): Lucerne Ln Resurf/ADA Imps

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
	ALTERNATE BID 1 -				$ -
	Addendum No. 1				$ -
21101615	TOPSOIL F & P 4	SQ YD	175.00	$ 10.00	$ 1,750.00
25000110	SEEDING CL 1A	ACRE	.07	$ 15,000.00	$ 1,050.00
25000400	NITROGEN FERT NUTR	POUND	6.00	$ 2.00	$ 12.00
25000500	PHOSPHORUS FERT NUTR	POUND	6.00	$ 2.00	$ 12.00
25000600	POTASSIUM FERT NUTR	POUND	6.00	$ 2.00	$ 12.00
25100630	EROSION CONT BLANKET	SQ YD	175.00	$ 6.00	$ 1,050.00
42400200	PC CONC SIDEWALK 5	SQ FT	1000.00	$ 11.00	$ 11,000.00
42400800	DETECTABLE WARNINGS	SQ FT	110.00	$ 32.00	$ 3,520.00
44000500	COMB CURB GUTTER REM	FOOT	105.00	$ 15.00	$ 1,575.00
44000600	SIDEWALK REM	SQ FT	1000.00	$ 6.00	$ 6,000.00
44201682	CL D PATCH T2 3	SQ YD	16.00	$ 135.00	$ 2,160.00
60603800	COMB CC&G TB6.12	FOOT	105.00	$ 85.00	$ 8,925.00
					$ -
				Bidder's Total Proposal	**$ 37,066.00**

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

FEHR GRAHAM
1973 | 2023

ADDENDUM NO. 1

CITY OF DEKALB
Lucerne Ln Resurf/ADA Imps
Quest eBidDoc # 8472797
DeKalb, IL
April 18, 2023

This Addendum shall include the following Clarification and Modifications to the contract documents.

Clarification:

1. Relative to the Notice to Contractors (page 14 of the City of DeKalb Contract Compliance Package) there will not be a mandatory pre-bid meeting for this project.

Modifications:

2. BLR 11310 Speical Provisions has been modified to reflect a BASE BID and a mandatory ALTERNATE BID #1: it is a part of the bid documents and is attached to this Addendum No. 1. Please refer to and use the attached BLR 11310 Special Provisions when preparing and submitting your bid.
    a. Base Bid – consists of improvements along Lucerne Lane and Ball Avenue from S. 4th Street to S. 7th Street. Improvements include HMA pavement removal / replacement, concrete sidewalk and curb removal / replacement, ADA ramp installations, manhole adjustments / reconstructions and thermoplastic striping.
    b. Alternate Bid #1(mandatory) - consists of improvements along Ball Avenue from S. 4th Street to S. 7th Street. Improvements include concrete sidewalk and curb removal / replacement, ADA ramp installations, and class D patching.

3. BLR 12200 Local Public Agency Formal Contract Proposal has been modified to reflect a bid opening time/date of 2:00 PM on 04/26/23: it is a part of the bid documents and is attached to this Addendum No. 1. Please refer to and use the attached BLR 12200 Local Public Agency Formal Contract Proposal when preparing and submitting your bid.

4. BLR 12201 Schedule of Prices has been modified to reflect a BLR 12201 Schedule of Prices BASE BID and a BLR 12201 Schedule of Prices mandatory ALTERNATE BID #1: they are a part of the bid documents are are attached to this Addendum No. 1. Please refer to and used the attached BLR 12201 Schedule of Prices BASE BID and BLR 12201 Schedule of Prices mandatory ALTERNATE BID #1 when preparing and submitting your bid.

5. City of DeKalb Contract Compliance Package Section 4.12 Bid Security: has been modified to read as follows:

    Unless this section is completely crossed out, each bid shall be accompanied by a bid security in the amount of 5% 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.

This Addendum consists of twenty (20) pages.

The following Addendum Signature Page must be returned with the Contractors bid.

This ends the requirements of this addendum.

This Addendum No. 1 has been prepared by:

Brock Sutton

Contractor's Acknowledgement:

Curran Contracting Company
Firm Name (please print)

Evangeline Sanchez
Acknowledged by (please sign and print)
Evangeline Sanchez, Estimating Coordinator

END OF ADDENDUM NO. 1

Illinois Department of Transportation

Special Provisions

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Herein after the terms "Owner", "City", or "Engineer" shall mean the City of DeKalb or its designated representative and the term "Contractor" shall mean the entity who proposes to perform the work herein described or its designated subcontractors.

SCOPE OF WORK

BASE BID
This project consists of improvements along Lucerne Lane and Ball Avenue from S. 4th Street to S. 7th Street. Improvements include HMA pavement removal / replacement, concrete sidewalk and curb removal / replacement, ADA ramp installations, manhole adjustments / reconstructions and thermoplastic striping.

ALTERNATE BID #1
This mandatory alternate bid #1 consists of improvements along Ball Avenue from S. 4th Street to S. 7th Street. Improvements include concrete sidewalk and curb removal / replacement, ADA ramp installations, and class D patching.

AWARDING CRITERIA
The contract will be awarded based on the base bid only. Alternate Bids will be awarded at the discretion of the City of DeKalb. Alternates will only be awarded to the same contractor that is awarded the base bid. The City of DeKalb reserves the right to reject any and all bids.

START / COMPLETE DATE
All work shall be completed by July 14th, 2023.

CONSTRUCTION INSPECTION
Any work performed without the presence of a City designated representative to inspect said construction will not be accepted for payment as directed by the Engineer. The Contractor shall notify the Engineer a minimum of 24 hours in advance of the start of construction or the continuation of construction following a pause in work.

CONSTRUCTION STAKING/LAYOUT
The Engineer will provide locations of project limits on each street prior to the start of construction. Limits will be painted "white".

Some construction layout will be provided for the contractor's reference, a benchmark will be provided at each corner and limits marked out for removal. However, the contractor is responsible to complete the work as per the provided plans, details, and specifications. All work, especially ADA ramp construction, is to be completed to meet all local, state, and federal requirements related to the Americans with Disabilities Act.

EXISTING UTILITIES AND DRAINAGE STRUCTURES LOCATIONS
The City of DeKalb does not guarantee the completeness or accuracy of the information shown on the

plans (if applicable) and or specifications (where applicable) regarding location of existing utilities. The contractor shall make his own investigation to verify or determine the existence, nature and location of all utilities on the site that may interfere with construction before starting his operations. The Contractor shall report to the Engineer any omissions or differences in location from that shown on the plans. Care should be taken while working near these utilities to prevent their damage.

J.U.L.I.E.
The contractor shall notify J.U.L.I.E. (1-800-892-0123) prior to construction so that each utility company can stake out any underground improvements that they have which may interfere with the proposed construction.

PREVAILING WAGE REQUIREMENTS
In accordance with the Public Act 94-0515, the Contractor shall be responsible for the following requirements:

Maintain records for three (3) years of all laborers or workers employed on this project including their name, address, phone number, social security number, classification, hourly wages paid in each pay period, and the number of hours worked each day.

Submit these records to the city clerk in either hard copy or electronically.

Certify in writing these records are true and accurate; that the rate paid is not less than the Applicable Prevailing Wage.

These records shall be made available for inspection by the Illinois Department of Labor on two (2) business days' notice.

The Contractor shall note that filing a false Certified Payroll is a class B misdemeanor.

GENERAL NOTES
This project shall be constructed in accordance with the plans, specifications, and as detailed below:

Unless otherwise directed in the plans and specifications, at no time shall more than half of the street be under construction. This construction includes structure adjustments, reconstruction, any concrete work in or adjacent to the street, milling, paving, and operations.

The City of DeKalb requires all vendors to maintain a professional working environment at all times. Representatives of the general contractor (including all sub-contractors) are required to treat members of the general public, City of DeKalb employees/elected officials, and other agents of the City with the utmost respect and courtesy at all times. Profanity, intimidation, the use of racial or ethnic slurs, or any other harassment of the general public and representatives of DeKalb is strictly prohibited.

For each documented incident involving the behavior described above, a fine of $1,500 will be assessed to the general contractor. Further, the employee or employees identified and involved in the incident shall be promptly removed and not allowed to return to work on the project.

All saw cuts required by the project shall be considered incidental to the contract.

ITEM #35800200 AGGREGATE BASE REPAIR
This work shall consist of the removal and replacement of any areas of insufficient base course found after milling operations. Areas will be designated by the Engineer. Insufficient base course shall be identified by

base thickness checks and proof rolling, as directed by the Engineer. The contractor shall notify the engineer 48 hours prior to any tests. Proof rolling shall be performed with a fully loaded six-wheeler. If the proof rolled material is deemed unsuitable, the unsuitable material shall be removed to the depth required for new aggregate base. The work shall include excavating and disposing of any surface mixes and base course, furnishing, placing, rolling, and blading 12" of Aggregate Base Course, Type B. The Aggregate Base Course shall include of 8" of CA-2 and 4" of CA-6 crushed limestone as well as the final base preparation for the HMA mixes. This work shall conform to sections 202, 351, 358, and 440 of the "Standard Specifications for Road and Bridge Construction" in Illinois, latest edition.

This work shall be paid for at the contract unit price per TON for AGGREGATE BASE REPAIR.

ITEM #42400200: PORTLAND CEMENT CONCRETE SIDEWALK 5"
This work consists of replacing ADA ramps and sidewalk locations indicated in the plans and as directed by the Engineer in accordance with Section 424 of the Standard Specification and in accordance with the Illinois Accessibility Code Standards.

Any variable height edge treatments not exceeding 8 inches, including side curb, and back curb along ADA ramps, sidewalk, and landings will be paid for at the contract unit price per SQUARE FOOT for PORTLAND CEMENT CONCRETE SIDEWALK 5".

Sidewalk forms shall be constructed of full depth material and struck off along the top edge of the forms.

Aggregate Base Course, Type B, 4" shall be used under all sidewalk and ADA ramp replacements. This work shall be considered incidental to PORTLAND CEMENT CONCRETE SIDEWALK 5".

Revise Article 424.08, Curb Ramps to include the following paragraph:

"Where the sidewalk abuts curb and gutter, the sidewalk shall be poured to full depth of the curb and gutter for a minimum width of 12 inches. No. 4 rebar shall be drilled and epoxied into the curb to restrict the new sidewalk from settling. No expansion joint will be placed at the curb and gutter but shall be placed at the top of the ramp where it meets the main walk. All new concrete walk shall be pinned to existing walk."

Revise Article 424.12, Basis of Payment, to read as follows:

"This work will be paid for at the contract until price per SQUARE FOOT for PORTLAND CEMENT CONCRETE SIDEWALK, 5", which price shall include all methods of curing and protective coating, required base course materials, expansion joints, rebar, variable height edge treatment at sidewalk ramps, variable height back curb around sidewalk landings, and any removal and disposal of subgrade and/or earth excavation to achieve the proper ADA requirements."

ITEM #42400800 DETECTABLE WARNINGS
This work shall be done in accordance with Section 424 of the Standard Specifications. See the attached technical specifications for DETECTABLE WARNINGS.

This work shall be paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNINGS.

ITEM #44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2'
This work shall be done in accordance with Section 440 of the Standard Specifications. Contractor shall mill 2" in depth at curb line and maintain existing crown in the roadway. Additional HMA surface course or binder course during paving operations to replace crown will not be paid for.

This work shall be paid for at the contract unit price per SQUARE YARD for HOT-MIX ASPHALT SURFACE REMOVAL, 2".

ITEM #60603800 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12
This work consists of the replacement of curb and gutter segments at locations indicated in the plans and as directed by the Engineer and shall be completed in accordance with Section 606 of the Standard Specifications. The type of curb is B-6.12 (See City of DeKalb Street Standard ST-100).

Aggregate Base Course, Type B 4" shall be used under all new combination concrete curb and gutter. The cost of the aggregate base course shall be included in the cost of this pay item.

Revise Article 606.04 Excavation, to include the following paragraph:

"No additional compensation will be made for over excavation in depth due to operator error, or unsuitable subgrade material. Contractor can pour extra concrete or place compacted aggregate back for the over excavation at their cost."

Revise Article 606.06 Placing Concrete to include the following paragraph:

"Whenever the curb construction is to be across a previously backfilled trench or excavation or across sub-grade of questionable stability, #4, (1/2") reinforcing bars shall be installed to adequately span the area of concern. All bars shall be long enough to extend over the areas of settled sub-grade, flanking the area of concern."

All Combination Curb and Gutter Sections shall be tied to existing curb with two #4 epoxy coated reinforcing tie bars.

Revise Article 606.13. Backfill, to include the following paragraphs:

"Restoration of disturbed HMA street areas in front of the curb line shall be prepared by squaring all edges to a uniform shape while maintaining a substantial base and filled with a HMA binder course to a level depending on thickness of overlay determined by the Engineer. The area shall then be cleaned, primed and a HMA surface course shall be placed. When the existing HMA surface is to be milled, the HMA surface course shall be omitted. The HMA binder and surface course patching shall be considered incidental to this pay item. "

"At locations of replaced curb at sidewalk ramps and in high volume pedestrian traffic, temporary HMA patching shall be placed and compacted in front of the curb to the proper grade directed by the Engineer."

Curing and protection and permanent and temporary pavement restoration will be considered incidental to this pay item. The cost of this work shall be included in the unit cost per FOOT for COMBINATION CONCRETE CURB AND GUTTER TB6.12.

ITEM # X6025600: MANHOLES TO BE ADJUSTED, (SPECIAL)
This work shall consist of adjusting frames and lids. This work shall be done according to the applicable portions of Section 603 of the Standard Specifications and the following:

Construction Requirements. Prior to the milling operation, the Contractor shall remove all frames and lids of manholes and clean all asphalt away from the manhole castings. After removal, the Contractor shall place a suitable metal plate over the manhole locations and backfill the area with a temporary hot-mix or cold-mix asphalt mixture. The Contractor shall then complete the milling and placement of all HMA lifts.

After placing the surface course, the Contractor will reinstall the frames and lids and and adjust them to the finished pavement elevation. The pavement must be saw cut full depth in a 5' x 5' diamond shape to create a clean pavement edge to pour concrete against.

The excavated area around the manholes shall be filled with Class PP-1 or PP-2 concrete at a minimum depth of 10".

All frame adjustments shall be accomplished using the procedures outlined in the Standard Specifications and as directed in the Specials Provisions herein. Any shims needed to adjust any frame shall be of solid flat steel with dimensions of 2" in width and 2" in length with uniform thickness. The frame will be set to grade using steel shims and without disturbing the adjustment; the frame will then be lifted off and set aside. A full bed of mortar will be placed on the structure between the adjusting shims, which shall form a solid masonry bond between the adjusting ring or structure. The frame shall be set back into place in a method not to damage the bed of mortar.

All manholes called out for adjustment will be removed down to the top of the cone section, covered with a steel plate and backfilled before HMA SURFACE REMOVAL starts. The manholes will be adjusted to final grade after the final surface is placed.

This work shall be paid for at the contract unit price per EACH for MANHOLES TO BE ADJUSTED (SPECIAL).

ITEM #X6026051: SANITARY MANHOLE TO BE RECONSTRUCTED
This item is for the reconstruction of sanitary manholes in effort to maintain watertight construction and will be done with the following provisions, in accordance with Section 602 of the Standard Specifications for Road and Bridge Construction and DeKalb Sanitary District requirements.

Sanitary sewer manholes shall have frame/chimney seal, as shown in the detail of the plans, or heat-activated shrink-wrap encapsulating manhole frame and adjusting area, incidental to this item. The following will be acceptable:

1. Canusa - CPS Wrapid Seal
2. Internal Adaptor Seal Ring as supplied by Sidener Supply of Belvidere, IL, (800) 892-5396.

Prior to the milling operation, the Contractor shall remove the existing cone section and install a new concrete cone section. Contractor shall place a suitable metal plate over the new cone section of the manhole and backfill the area with a temporary hot-mix or cold-mix asphalt mixture. The Contractor shall then complete the milling and placement of all HMA lifts.

After placing the surface course, the Contractor will reinstall the frames and lids and adjust them to the finished pavement elevation. The pavement must be saw cut full depth in a 5' x 5' diamond shape to create a clean pavement edge to pour concrete against.

The excavated area around the manholes shall be filled with Class PP-1 or PP-2 concrete at a minimum depth of 10". This includes areas outside of the concrete diamonds, that were excavated for placement of the precast cone.

All frame adjustments shall be accomplished using the procedures outlined in the Standard Specifications and as directed in the Special Provisions herein. Any shims needed to adjust any frame shall be of solid flat steel with dimensions of 2" in width and 2" in length with uniform thickness. The frame will be set to grade

using steel shims and without disturbing the adjustment; the frame will then be lifted off and set aside. A full bed of mortar will be placed on the structure between the adjusting shims, which shall form a solid masonry bond between the adjusting ring or structure. The frame shall be set back into place in a method not to damage the bed of mortar.

All manholes called out for adjustment or will be removed down to the top of the cone section, covered with a steel plate and backfilled before HMA SURFACE REMOVAL starts. The manholes will be adjusted to final grade after the final surface is placed.

This work shall be paid for at the contract unit price per EACH for SANITARY MANHOLES TO BE RECONSTRUCTED.

ITEM #X7010216: TRAFFIC CONTROL AND PROTECTION, (SPECIAL)
This shall be performed in accordance with Section 701 of the Standard Specifications insofar as applicable. This item includes providing and maintaining all signs, barricades, flashers, sandbags, and flagmen to implement traffic control in accordance with the Manual on Uniform Traffic Control Devices, latest edition; and, to implement necessary job safety warnings with proper barricades, cones and snow fences around trenches, equipment and new concrete or asphalt work.

The Contractor shall coordinate all traffic control work. When directed by the Engineer, the Contractor shall remove all traffic control devices, which were installed and maintained under this Contract. Such devices shall remain the property of the Contractor. No caution tape or ribbon will be allowed to mark off areas. Areas needing to be blocked off must be protected using proper methods outlined in the MUTCD.

The Contractor shall ensure that all traffic control devices installed are operational 24 hours a day, including Sundays and holidays.

The Contractor shall provide 24-hour contact information to receive notification of any traffic control deficiencies and shall dispatch workers, materials, and equipment to correct any such deficiencies. The Contractor shall respond to any call from the Department of Public Works concerning any request for improving or correction of traffic control devices and begin making requested repairs within two (2) hours from the time of notification.

This item of work will be incidental to the contract as agreed upon to furnish and implement all the conditions for Traffic Control and Protection for associated project work.

TRAFFIC CONTROL PLAN
All roads shall be kept open to traffic. All signs, except those referring to daily lane closures, shall be post mounted in accordance with Standard 701901 for all projects that exceed a four-day duration. There shall be no weekend lane closures. Construction signs referring to daytime lane closures during working hours shall be removed, covered or turned away from the view of the motorists during non-working hours.

The Contractor shall furnish, erect, maintain and remove all signs, barricades, flaggers and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the Engineer and in accordance with the applicable parts of Section 701 of the Standard Specifications.

The Contractor shall notify the City of DeKalb, Local Fire and Police Departments, and adjacent property owners a minimum of 5 days prior to closing any portion of adjacent streets or alleys.

Traffic Control shall be according to the applicable sections of the Standard Specifications for Road and

Bridge Construction, the applicable guidelines contained in the National Manual on Uniform Traffic Control Devices for Streets and Highways, Illinois Supplement to the National Manual on Uniform Traffic Control Devices, these special provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control.

Standards:

701501 701801 701901

General:

Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

Signs:

No bracing shall be allowed on post-mounted signs.

"BUMP" (W8-1(O)48) signs shall be installed as directed by the Engineer.

All regulatory signs shall be maintained at a 5-foot minimum bottom (rural), 7 feet minimum (urban).

Plate altering signs shall have the same sheeting as the base sign.

No more than one (1) plate shall be used to alter a sign.

Any post stubs without a sign in place and visible shall have a reflector placed on each post.

Devices:

Cones or reflectorized cones shall not be used during hours of darkness.

A minimum of 3 drums spaced at 4 feet shall be placed at each return when the sideroad is open.

On all standards, and the devices listed in Section 701 of the Standard Specifications, the device spacing shall be revised to the following dimensions:

Where the spacing shown on the standard is 25 feet, the devices shall be placed at 20 feet.
Where the spacing shown on the standard is 50 feet, the devices shall be placed at 40 feet.
Where the spacing shown on the standard is 100 feet, the devices shall be placed at 80 feet.

Direction Indicator Barricades shall exclusively be used in lane closure tapers. They shall be used only when traffic is being merged with an adjacent through lane or shifted onto a median crossover. Taper shall not be broken for a side street or commercial entrance.

Lights:

Steady burn mono-directional lights are required on devices delineating a widening trench.

Flagger at Sideroads and Commercial Entrances:

Effective: August 1, 2011

Flaggers shall comply with all requirements contained in the Department's "Flagger Handbook" dated September 2011. The flagger equipment listed for flaggers employed by the Illinois Department of Transportation shall apply to all flaggers.

All workers and flaggers shall wear ANSI Class E pants and an ANSI Class 2 vest that in combination meet the requirements of ANSI/ISEA 107 2004 for Conspicuity Class 3 garments during hours of darkness.

MAINTENANCE OF TRAFFIC
The maintenance of traffic on the project shall be as follows:

701501-06 701801-06 701901-08

Lane and road closures, the conveyance of thru and local traffic within, and around the construction zones shall be provided in accordance with the use of the above-referenced Highway Standards as directed by the Engineer. Except as otherwise provided herein, the Contractor shall provide at least one entrance/exit point to the commercial and residential properties at all times. The Contractor shall submit his/her proposed sequence of operations and any necessary revisions to the Engineer for approval before actual construction operations begin.

All traffic control devices and barricades throughout the project shall remain in place until the entire project location is substantially complete, or as otherwise directed by the Engineer. Any traffic control signage to remain in place longer than seven (7) days shall be post mounted.

Driveways:

Except where the plans expressly authorize temporary complete closures, the Contractor shall keep driveways open to local traffic by keeping at least half of the width of said driveway open or by providing access at a temporary location, as approved by the Engineer. The Contractor shall provide and maintain access to commercial and private properties abutting the roadway being improved in accordance with Article 107.09 of the Standard Specifications. Access to commercial property shall at no time be shut off completely except as expressly authorized in the plans or as directed by the Engineer.

Removing and Resetting Traffic Signs:

This work shall consist of the removal, relocation, and resetting of traffic signs which interfere with construction operations. This work shall also include the removal, relocation, and resetting of existing wood signs, delineators and other miscellaneous signs which interfere with construction operations. This work shall be performed in accordance with the applicable portions of Article 107.25 of the Standard Specifications and as directed by the Engineer. The Contractor shall remove, temporarily relocate and/or permanently reset existing signs which interfere with the construction operations. This work will not be paid for separately but shall be included in the contract lump sum price of TRAF CONT & PROT SPL. The Engineer will determine which signs will be removed, temporarily relocated and permanently reset.

Brooming Roadway:

All traffic lanes which are closed to through traffic during construction shall be broomed or swept free of all

loose gravel or construction debris before the traffic lane is reopened to traffic. All roadway surface conditions shall be approved by the Engineer before they are opened to traffic. This work will not be paid for separately but shall be considered included in the Contractor's scope of work.

This work shall be paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL & PROTECTION, (SPECIAL).

ITEM #Z0004005 FIBER ASPHALT
Attached are the technical specifications for FIBER ASPHALT which shall govern for all work.

This work shall be paid for at the contract unit price per POUND (LB) of FIBER ASPHALT.

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 3/10/2023
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	09-20-0001	06-22-0102				
	1	2	3	4	Awards Pending	
County	Cook	DeKalb				
Contract Number	I-18-4704	66A80				
Contract With	ISTHA	IDOT				
Estimated Completion Date	11/30/2022	05 WD				
Total Contract Price	49,248,248.00	4,683,781.45				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	2,210,000.00	4,600,773.28				6,810,773.28
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All Work		6,810,773.28

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and award is pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE

						Accumulated Totals
Earthwork	590,000.00	30,000.00				620,000.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix		2,612,446.00				2,612,446.00
HMA Paving						0.00
Clean & Seal Cracks/Joints		168,684.00				168,684.00
Aggregate Bases & Surfaces		59,100.00				59,100.00
Hwy.,R.R. & Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Field Office	10,000.00	15,000.00				25,000.00
Traffic Control						0.00
Other Construction		605,776.05				605,776.05
Totals	610,000.00	3,488,186.05	0.00	0.00	0.00	3,998,986.05

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	09-20-0001	09-20-0001	06-22-0102	06-22-0102	
	1	1	2	2	Awards Pending
Subcontractor	ABI Cons	Mackie	Brownfield	ProTack	
Type of Work	Concrete	Surveying	Environmental	Long Joint Sealant	
Subcontract Price	192,029.00	86,300.00	16,750.00	147,515.68	
Amount Uncompleted			16,750.00	147,515.68	
Subcontractor	Alpine Dense	Maint. Coatings	C.E.S.	Quality Saw & Seal	
Type of Work	Demolition	Stripe/Traffic Control	Surveying	Rumble Strip	
Subcontract Price	400,200.00	63,506.76	7,050.00	13,029.26	
Amount Uncompleted			7,050.00	13,029.26	
Subcontractor	Archon Constr.	RC Wegman	D2K Traffic Safety	Sincere Landscaping	
Type of Work	Underground	Building	Traffic Control	Landscape	
Subcontract Price	5,684,173.95	5,058,300.00	27,801.00	10,662.50	
Amount Uncompleted	1,000,000.00		20,000.00	10,662.50	
Subcontractor	Clean Cut	Superior Constr.	D2K Traffic Safety	HR Stewart	
Type of Work	Tree Rem.	Structural Conc.	Pavement Marking	Structure Cleaning	
Subcontract Price	29,095.00	12,405,123.10	224,061.64	73,128.00	
Amount Uncompleted			224,061.64	73,128.00	
Subcontractor	Degan & Assoc.	Torres Elect.	Elliott & Wood	Landmark Contractors	
Type of Work	Environmental	Electrical	Structures	Concrete	
Subcontract Price	29,850.00	957,046.31	99,865.00	203,552.20	
Amount Uncompleted		500,000.00	99,865.00	160,000.00	
Subcontractor	Industrial Fence		Javelina Const.	Phoenix Corp.	
Type of Work	Fencing		HMA Surf Removal	Agg Wedge Shoulder	
Subcontract Price	759,636.61		116,617.62	71,397.50	
Amount Uncompleted	200,000.00		116,617.62	71,397.50	
Subcontractor	K-Five Constr.		Northern Contracting		
Type of Work	HMA Placement		Guardrail		
Subcontract Price	366,417.44		162,611.10		
Amount Uncompleted			162,611.10		
Total Uncompleted	==========>	1,700,000.00	==========	1,111,768.20	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 10 day of March 2023

Notary Public

My commission expires: 11/17/24

(Notary Seal)

OFFICIAL SEAL
JEANNINE L GARRIEPY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/17/24

Type or Print Name Micheal Pachis, Vice President
Officer or Director Title

Signed

Company Curran Contracting Company

Address 286 Memorial Court

Crystal Lake, IL 60014

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 3/10/2023 (Letting date)

Instructions: Complete this form by either typing or using Black Ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owner's estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	04-21-0108	04-22-0127	04-23-0002	04-23-0013		
	1	2	3	4	Awards Pending	
County	McHenry	Kendall	Boone	McHenry		
Contract Number	60T15	20-00159-00-TL	85732			
Contract With	Campanella	Kendall County	Helm Civil	Landmark		
Estimated Completion Date	5/15/2022	90 WD's	80 WD's	10/27/2023		
Total Contract Price	657,063.50	1,785,999.76	143,402.40	154,092.50		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		1,785,999.76				1,785,999.76
Uncompleted Dollar Value if Firm is the Subcontractor	329,500.00		143,402.40	154,092.50		7,437,766.15
				Total Value of All Work		9,223,767.91

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and award is pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE

						Accumulated Totals
Earthwork		198,017.00				728,017.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	300,000.00	618,900.00	143,402.40	141,937.50		3,714,884.00
HMA Paving						0.00
Clean & Seal Cracks/Joints				12,155.00		178,618.00
Aggregate Bases & Surfaces	500.00	144,810.00				204,410.00
Hwy.,R.R. & Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats	5,000.00					5,000.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	24,000.00					24,000.00
Demolition		29,400.00				29,400.00
Pavement Markings (Paint)						0.00
Field Office						25,000.00
Traffic Control						0.00
Other Construction		244,592.98				650,369.03
Totals	329,500.00	1,133,719.98	143,402.40	154,092.50	0.00	5,759,699.03

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

04-22-0127

	2	2	3	4	Awards Pending
Subcontractor	Alliance	Superior Road Striping		Road Fabrics	
Type of Work	Concrete	Pavement Marking		Clean & Seal Cracks/Joints	
Subcontract Price	26,280.00	18,253.50		12,155.00	
Amount Uncompleted	26,280.00	18,253.50		12,155.00	
Subcontractor	Geomat, Inc.	Traffic Control & Protection			
Type of Work	SRCCT	Traffic Control			
Subcontract Price	10,200.00	45,615.48			
Amount Uncompleted	10,200.00	45,615.48			
Subcontractor	Home Towne Elec.				
Type of Work	Electrical				
Subcontract Price	230,515.80				
Amount Uncompleted	230,515.80				
Subcontractor	Mackie Consultants				
Type of Work	Surveying				
Subcontract Price	13,900.00				
Amount Uncompleted	13,900.00				
Subcontractor	Montemayor Const.				
Type of Work	Drainage				
Subcontract Price	214,725.00				
Amount Uncompleted	214,725.00				
Subcontractor	Possino				
Type of Work	Tree Removal				
Subcontract Price	21,186.00				
Amount Uncompleted	21,186.00				
Subcontractor	Ruitscape				
Type of Work	Landscaping				
Subcontract Price	69,603.00				
Amount Uncompleted	69,603.00				
Total Uncompleted	==========>	653,279.78	0.00	12,155.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned (or Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me this 10 day of March, 2023

Jeannine L Garriepy
Notary Public

My commission expires: 11/17/24

(Notary Seal)

OFFICIAL SEAL
JEANNINE L GARRIEPY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/17/24

Type or Print Name: Micheal Pachla, Vice President
Officer or Director — Title

Signed: Micheal Pachla

Company: Curran Contracting Company
Address: 286 Memorial Court
Crystal Lake, IL 60014

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 3/10/2023 (Letting date)

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Part I. Work Under Contract

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	06-22-0104	06-22-0152	06-22-0155	90-23-0010		
	1	2	3	4	Awards Pending	
County	DeKalb	Winnebago	DeKalb	DeKalb		
Contract Number	87779	46924	23049561	88824		
Contract With	Heritiy	N-TRAK	Heim Civil	Heritiy		
Estimated Completion Date	8/18/2023	110 WD's		30 WD's		
Total Contract Price	148,927.98	898,763.39	41,100.00	$ 23,929.28		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						0.00
Uncompleted Dollar Value if Firm is the Subcontractor	148,927.98	898,763.39	41,100.00	$ 23,929.28		2,698,710.41
				Total Value of All Work		2,698,710.41

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork						728,017.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	148,927.98	898,763.39	41,100.00	18,988.80		4,820,485.07
HMA Paving						0.00
Clean & Seal Cracks/Joints						178,819.00
Aggregate Bases & Surfaces				4,940.48		211,370.48
Hwy ,R.R. & Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						6,000.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planing & Retomlig						24,000.00
Demolition						29,400.00
Pavement Markings (Paint)						0.00
Field Office						25,000.00
Traffic Control						0.00
Other Construction						650,389.03
Totals	148,927.98	898,763.39	41,100.00	23,929.28	0.00	6,873,410.58

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	2	2	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	----------	0.00	0.00	0.00

I, being duly sworn, do hereby declare the affiant is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 10 day of March 2023.

Jeannine L Garriepy
Notary Public

commission expires: 11/17/24

(Notary Seal)

OFFICIAL SEAL
JEANNINE L GARRIEPY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/17/24

Type or Print Name: Micheal Pachla, Vice President
Officer or Director — Title

Signed: Micheal Pachla

Company: Curran Contracting Company

Address: 286 Memorial Court
Crystal Lake, IL 60014

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 3/10/2023
(Letting date)

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	09-23-0002					
	1	2	3	4	Awards Pending	
County	Kane					
Contract Number	61H95					
Contract With	IDOT					
Estimated Completion Date	11/30/2024					
Total Contract Price	21,981,770.87					Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	21,981,770.87					21,981,770.87
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All Work		21,981,770.87

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork	4,020,697.80					4,748,614.80
Portland Cement Concrete Paving						0.00
HMA Plant Mix	3,916,953.99					7,836,389.06
HMA Paving						0.00
Clean & Seal Cracks/Joints						178,819.00
Aggregate Bases & Surfaces	1,861,424.00					2,092,794.46
Hwy ,R.R. & Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						5,000.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Retomill	2,405.00					26,405.00
Demolition	169,250.00					218,650.00
Pavement Markings (Paint)						0.00
Field Office	41,400.00					65,400.00
Traffic Control						0.00
Other Construction	1,300,000.00					2,150,369.03
Totals	10,451,030.79	0.00	0.00	0.00	0.00	17,323,441.37

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	09-23-0002	09-23-0002				
	1	1	3	4	Awards Pending	
Subcontractor	Alliance Contractors	Montemayor				
Type of Work	PCC Paving	Drainage				
Subcontract Price	177,105.47	2,487,200.00				
Amount Uncompleted	177,105.47	2,487,200.00				
Subcontractor	Maintenance Coatings	ProTack				
Type of Work	Pavement Marking	Prime / LJS				
Subcontract Price	270,013.68	14,745.68				
Amount Uncompleted	270,013.68	14,745.68				
Subcontractor	Dunnet Bay	Ruizscape				
Type of Work	Hwy, R R, & Waterway Structure	Landscaping				
Subcontract Price	6,837,285.72	551,228.24				
Amount Uncompleted	6,837,285.72	551,228.24				
Subcontractor	Geo-Enviro	Traffic Control & Protection				
Type of Work	Other	Traffic Control				
Subcontract Price	34,200.00	317,681.00				
Amount Uncompleted	34,200.00	317,681.00				
Subcontractor	H&H Electric					
Type of Work	Electrical					
Subcontract Price	315,534.31					
Amount Uncompleted	315,534.31					
Subcontractor	Homer Tree Service					
Type of Work	Tree Removal					
Subcontract Price	5,740.00					
Amount Uncompleted	5,740.00					
Subcontractor	Kujo					
Type of Work	Guardrail					
Subcontract Price	420,066.00					
Amount Uncompleted	420,066.00					
Total Uncompleted	==========>	11,530,740.08	0.00	0.00	0.00	

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me
this 10 day of March, 2023.

Jeannine L Garriepy
Notary Public

My commission expires: 11/17/24

Type or Print Name Micheal Pachla, Vice Presiden
Officer or Director Title

Signed Michael Pachla

Company Curran Contracting Company
Address 286 Memorial Court
Crystal Lake, IL 60014

OFFICIAL SEAL
JEANNINE L GARRIEPY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/17/24

Illinois Department of Transportation

Apprenticeship and Training Program Certification

Local Public Agency	County	Street Name/Road Name	Section Number
City of DeKalb	DeKalb	Lucerne Ln Resurf/ADA Im	

All contractors are required to complete the following certification

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

☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Central Laborers' Pension, Welfare and Annuity Funds Local #'s 32 & 727, North Central Illinois Laborers' Health and Welfare Fund Local #'s 32 & 727, Fox Valley & Vicinity Laborers' Health and Welfare and Pension Funds Local #'s 1035 & 582, Laborers' Pension and Welfare Funds for Chicago and Vicinity Local #152, Suburban Teamsters of Northern Illinois Welfare and Pension Funds Local #330, Chauffeurs, Teamsters, and Helpers Local Union No. 301, I. B. of T. Local #301, Midwest Operating Engineers, Local #150

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

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: Curran Contracting Company

Signature & Date: 04/26/2023

Title: Nick Schram, Vice President

Address	City	State	Zip Code
286 Memorial Ct.	Crystal Lake	IL	60014

Illinois Department of Transportation

Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
City of DeKalb	DeKalb	Lucerne Ln Resurf/ADA Im	

I, Nick Schram (Name of Affiant) of Crystal Lake (City of Affiant), Illinois (State of Affiant),
being first duly sworn upon oath, state as follows:

1. That I am the Vice President (Officer or Position) of Curran Contracting Company (Bidder).
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Curran Contracting Company (Bidder), will maintain a business office in the State of Illinois, which will be located in McHenry (County) County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date: 04/26/2023

Print Name of Affiant: Nick Schram, Vice President

Notary Public

State of IL

County McHenry

Signed (or subscribed or attested) before me on 04/26/2023 (date) by

Nick Schram and Kim Bolanowski (name/s of person/s), authorized agent(s) of

Curran Contracting Company (Bidder).

OFFICIAL SEAL
JOHN T LENZI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/30/26

(SEAL)

Notary Public Signature & Date

My commission expires 11/30/26

Illinois Department of Transportation

Executed in Triplicate

Bond No. 30183187

Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
City of DeKalb	DeKalb	Lucerne Ln Resurf/ADA Im	

Bond information to be returned to Local Public Agency at City Eng., City of DeKalb, 1216 Market Street, DeKalb, IL 60115 .
Complete Address

We, Curran Contracting Company, 286 Memorial Court, Crystal Lake, IL 60014
Contractor's Name and Address

a/an Corporation organized under the laws of the State of IL as PRINCIPAL, and
State

Continental Casualty Company, 151 N. Franklin St., CHICAGO, IL 60606
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (thereafter referred to as "LPA") in the penal sum of

One hundred sixty-two thousand, seven hundred seventy-five and 15/100----------

Dollars ($162,775.15) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 2nd day of June, 2023 .
Day Month and Year

PRINCIPAL

Company Name	Company Name
Curran Contracting Company	
By Signature & Date	By Signature & Date
Attest Signature & Date	Attest Signature & Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL
COUNTY OF McHENRY

I, JOHN LENZI, a Notary Public in and for said county, do hereby certify that
Notary Name

MICHAEL LEOPARDO AND KIM BOLANOWSKI
Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2ND day of JUNE, 2023
Day Month, Year

(SEAL)

OFFICIAL SEAL
JOHN T LENZI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/30/26

Notary Public Signature & Date

Date commission expires 11/30/26

SURETY

Name of Surety: Continental Casualty Company

Title: Amanda Pierina D'Angelo, Attorney-in-Fact

By:

STATE OF CT
COUNTY OF Hartford

I, Stephanie Harvey, a Notary Public in and for said county, do hereby certify that
Notary Name

Amanda Pierina D'Angelo, Attorney-in-Fact
Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of June, 2023.
Day Month, Year

(SEAL)

STEPHANIE HARVEY
NOTARY PUBLIC - CT 185862
My Commission Expires Mar. 31, 2027

Notary Public Signature & Date

Stephanie Harvey, Notary Public
Date commission expires March 31, 2027

Approved this 7th day of June, 2023.
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Municipality
Local Public Agency Type

~~Clerk~~ Exc. Asst.

Awarding Authority: City of DeKalb

Awarding Authority Signature & Date

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Aimee R Perondine, Michelle Anne McMahon, Joshua Sanford, Donna M Planeta, Bethany Stevenson, Alexis R Apostolidis, Cassandra Baez, Jacqueline Rose Susco, Kathryn Pryor, Nicholas Turecamo, Jennifer Gail Godere, Eric Strba, Gentry Stewart, Amanda Pierina D'Angelo, Individually

of Hartford, CT, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 23rd day of May, 2022.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 23rd day of May, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 2nd day of June, 2023.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

RESOLUTION 2023-062

AUTHORIZING THE AWARD OF A CONTRACT TO CURRAN CONTRACTING INC. IN THE AMOUNT OF $162,775.15 FOR THE RESURFACING OF LUCERNE LANE WITH STAFF AUTHORITY TO APPROVE CHANGE ORDERS UP TO A COMBINED PROJECT TOTAL NOT TO EXCEED $170,000.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, on April 26, 2023, the City publicly opened bids for the 2023 CDBG Streets Lucerne Lane resurfacing project (the "Project") with the lowest responsible bidder being Curran Contracting Inc. (the "Contractor") in the total amount of $162,775.15 (the "Bid"); and

WHEREAS, the City's corporate authorities find that approving the Bid is in the City's best interests for the protection of the public health, safety, and welfare; and

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

SECTION 1: The recitals to this resolution are true, correct, adopted and incorporated as Section One to this Resolution.

SECTION 2: The City's corporate authorities approve, authorize, and direct the City Manager to enter into an agreement, in a form acceptable to the City Manager, with Contractor for the Project for the Bid amount of $162,775.15, with staff authority to approve change orders up to a combined Project total of $170,000.00, and to take all necessary acts to effectuate the award of the Bid.

SECTION 3: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the ____ day of ___ 2023 and approved by me as Mayor on the same day.

CITY OF DEKALB STATE OF ILLINOIS

COHEN BARNES, Mayor

ATTEST:

Ruth A. Scott, Executive Assistant

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/2/2023

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

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

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: Certificates Team PHONE (A/C, No, Ext): 708-845-3917 FAX (A/C, No): 708-845-3001 E-MAIL ADDRESS: constructioncerts@thehortongroup.com
INSURED CURRA-3 Curran Contracting Company 286 Memorial Court Crystal Lake IL 60014	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkley Assurance Company — 39462 INSURER B : Arch Insurance Company — 11150 INSURER C : National Fire & Marine Insurance Company — 20079 INSURER D : Travelers Property & Casualty Company of America — 25674 INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 1701150763 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC	Y	Y	41PKG89536 41UFP89862	10/1/2022 10/1/2022	10/1/2023 10/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 1,000,000 $ 10,000 $ 5,000,000 $ 7,000,000 $ 7,000,000
B B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	41PKG89536 41UFP89862	10/1/2022 10/1/2022	10/1/2023 10/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 25,000	Y	Y	42-UMO-308949-03	10/1/2022	10/1/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N / A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	41WCI89534 - AOS 44WCI89535 - CA, DC, IL, IN, KY, MD, MN MO, OR, TX	10/1/2022 10/1/2022	10/1/2023 10/1/2023	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D A	Leased & Rented Equipment Pollution/Professional			QT6600P879384 PCAB5015557	10/1/2022 10/1/2022	10/1/2023 10/1/2023	Limit Limit	500,000 5,000,000

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

The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction. Additional insured on a primary non contributory basis with respect to general liability and auto liability only when required by written contract. Waiver of subrogation in favor of the additional insureds will apply to general liability, auto liability and workers compensation where permitted by law and only when required by written contract. Excess follows form.

RE: 2023 CDBG Streets Lucerne Lane resurfacing project. 06-23-0079
Additional Insured: City of DeKalb and Fehr Graham

CERTIFICATE HOLDER

City of DeKalb
1216 Market Street
DeKalb IL 60115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of DeKalb
opportunity · innovation

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

Contract Compliance Package

2023 STREETS CDBG BP 1
Lucerne Lane Resurfacing
& ADA Improvements

City of DeKalb, IL

Bid/Proposal Cover Sheet

Name of Project: 2023 Streets CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements
General Description of Project:
This project consists of improvements consisting of, but not limited to, resurfacing of Lucerne Lane from 4th St. to 7th St., ADA ramps at various intersections with Lucerne Lane and Ball Avenue. The improvements will funded in part or in whole by a Community Development Block Grant (CDBG).
Website Link:
Type of Bid:

☐ Bid for Goods
☒ Bid for Services
☐ Request for Qualifications
☐ Request for Proposals
☐ Other: _____

City Representative:

Name:	Zachary Gill
E-Mail:	zachary.gill@cityofdekalb.com
Phone:	815 748-2331

Bid Release Date:	April 07, 2023	
Building Walk Through:	Not Applicable	
Last Day for Questions:	Not Applicable	
Pre-Bid Meeting:	Not Applicable	
Due Date:	April 26, 2023	Deadline: 10:00 A.M.

All Bids must be received at the City of DeKalb, City Engineer, 1216 Market Street, DeKalb, Illinois, 60115 no later than 10:00 A.M., April 26, 2023

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.

Legal Notice - Invitation to Bid

The City of DeKalb, IL will accept sealed bids for the 2023 STREETS CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements

Specifications and all Contract Documents are available on-line on the City of DeKalb's web page at 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 City Engineer, City of DeKalb, at the above address until April 26, 2023 at 10:00 A.M. All bids will be publicly opened immediately thereafter.

Table of Contents

Contract Compliance Package 1

Bid/Proposal Cover Sheet 2

Legal Notice- Invitation to Bid 3

Notice to All Contractors 14

Section 1: Standard Conditions 15

1.1 General Bid Notes 15

1.2 Contract Documents 15

1.3 Interpretation of Contract Documents 15

1.4 Electronic Bid Documents 16

1.5 Submittal of Bid: 16

1.5.1 Pre-bid Meeting 16

1.6 Withdrawal of Bid: 16

1.7 Bidder's Qualifications: 16

1.8 Preparation of Bid: 17

1.9 Compliance with Laws 17

1.10 Alternate to Bids 17

1.11 Form of Contract 17

1.12 Freedom of Information Act (FOIA) 17

1.13 Bid Review 17

1.14 Bid Results: 18

1.14.1 Bid Protest 18

1.15 Delivery 18

1.16 Inspections 18

1.17 Pricing 19

1.17.1 Format of Pricing Submission 19

Section 2: Special Conditions 19

2.1 The Copeland "Anti-Kick Back" Act 19

2.2 The Davis -Bacon Act 19

2.3 The Contract Work Hours and Safety Standards Act 19

2.4 The Equal Opportunity Clause of Executive Order 11246 20

2.5 Section 3 of the Housing and Urban Development Act of 1968: 20

2.6 Women in construction. Regulations (41 CFR 60-4) 20

2.7 Minority participation, Executive Order 11625 21
2.8 Rehabilitation Act of 1973: 21
2.9 Insurance 21
2.9.1 Public Liability Insurance 21
2.9.2 Property Damage Insurance 21
2.10 Delays and Liquidated Damages 22
2.10.1 Liquidated Damages for Delays 22
2.10.2 Excusable Delays: 22
2.10.2.1 Acts of the Government 22
2.10.2.2 Acts of the City of DeKalb: 22
2.10.2.3 Causes not Reasonably Foreseeable 22
2.10.2.4 Delay of Subcontractor 23
2.11 Assignment of Novation: 23
2.12 Disputes: 23
2.12.1 All Disputes: 23
2.12.2 Contractor Claims 23
2.12.3 Disagreement 24
2.13 Suspension of Work and Termination 24
2.13.1 City of DeKalb May Suspend Work 24
2.13.1.1 Without Cause 24
2.13.2 City of DeKalb May Terminate for Cause 24
2.13.2.1 Termination Justification 24
2.13.2.1.1 Persistent Failure: 24
2.13.2.1.2 Disregard of Laws 24
2.13.2.1.3 Disregard of Engineer's Authority 24
2.13.2.1.4 Violation of Contract Documents 24
2.13.2.2 Occurrence of Events in Paragraph 2.13.02.01: 25
2.13.2.2.1 Exclude Contractor from Site 25
2.13.2.2.2 Incorporating in the Work 25
2.13.2.2.3 Completion of the Work 25
2.13.2.3 City of DeKalb Proceeds as provided in Paragraph 2.13.02.02: 25
2.13.2.4 Notwithstanding Paragraphs 2.13.02.02 and 2.13.02.03: 25
2.13.2.5 Contractor's Services Terminated 26

2.13.2.6 Contractor Provided Performance Bond 26
2.13.3 City of DeKalb May Terminate For Convenience 26
2.13.3.1 Termination without Cause and Prejudice 26
2.13.3.1.1 Completed and Acceptable Work 26
2.13.3.1.2 Expenses Sustained Prior 26
2.13.3.1.3 Claims, Costs, Losses, and Damages 26
2.13.3.1.4 Reasonable Expenses 26
2.13.3.2 Anticipated Profit 27
2.13.4 Contractor May Stop Work or Terminate 27
2.13.4.1 No Act or Fault of Contractor 27
2.13.4.2 In Lieu of Terminating the Contract 27
2.14 Special Conditions Pertaining to Hazards, Safety Standards, and Accident Prevention: 27
2.14.1 Use of Explosives 27
2.14.2 Danger Signals & Safety Devices: 28
2.15 Bonding Requirements 28
2.15.1 Performance Bond: 28
2.15.2 Payment Bond: 28
2.16 Certification of Compliance with Air & Water Acts: 28
2.16.1 40 CFR 15.20 28
2.16.2 Section 114 of the Clean Air Act & Section 308 of the Federal Water Pollution Control Act: 29
2.16.3 EPA List of Violating Facilities: 29
2.16.4 Contractor Required to Follow U.S. Federal Government Provisions: 29
2.17 EEO, Section 3, Affirmative Action Plan and Certification 29
2.17.1 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity- Executive Order 11226: 29
2.17.1.1 Equal Opportunity Clause & Standard Federal Equal Employment Opportunity Construction Contract Specifications 29
2.17.1.2 Goals & Timetables for Minority & Female Participation: 29
2.17.1.3 Notification to Director of Office of Federal Contract 30
Compliance Programs 30
2.17.1.4 Covered Area: 30
2.18 Standard Federal Employment Opportunity Construction Contract Specifications-Executive Order 11246: 30

2.18.1 As used in these specifications 30
2.18.1.1 "Covered Area": 30
2.18.1.2 "Director" 30
2.18.1.3 "Employer Identification Number" 31
2.18.1.4 "Minority" 31
2.18.1.4.1 Black 31
2.18.1.4.2 Hispanic 31
2.18.1.4.3 Asian & Pacific Islander: 31
2.18.1.4.4 American Indian or Alaskan Native: 31
2.18.2 Subcontract in Excess of $10,000: 31
2.18.3 Hometown Plan: 31
2.18.4 Special Affirmative Action Standards in Paragraphs 2.18.07.01 through 2.18.07.16: 32
2.18.5 Contractor's Obligations Under Specifications: 32
2.18.6 Non-Working Training Hours of Apprentices & Trainees 32
2.18.7 Specific Affirmative Action 32
2.18.7.1 Free of Harassment, Intimidation, & Coercion 32
2.18.7.2 Minority & Female Recruitment Sources: 33
2.18.7.3 File of Names, Addressed, & Telephone Numbers of Female & Minority Applicants: 33
2.18.7.4 Provide Immediate Written Notification to Director: 33
2.18.7.5 Develop On-The-Job Training Opportunities: 33
2.18.7.6 Disseminate Contractor's EEO Policy 33
2.18.7.7 Review Annually Company's EEO Policy 34
2.18.7.8 Disseminate Contractor's EEO Policy Externally 34
2.18.7.9 Direct Recruitment Efforts, Oral & Written, to Minorities & Females: 34
2.18.7.10 Encourage Present Minority & Female Employees to Recruit Others 34
2.18.7.11 Validate All Tests and Other Selection Requirements 34
2.18.7.12 Conduct Annually Inventory & Evaluation: 35
2.18.7.13 Discriminatory Effect 35
2.18.7.14 Non-Segregated: 35
2.18.7.15 Document & Maintain Record of All Solicitations 35
2.18.8 Voluntary Associations 36
2.18.9 Goal for Minorities & Goal for Women 36
2.18.10 Discrimination Based on Goals & Timetables: 36



2.18.11 Subcontractor Debarred from Government Contracts 36
2.18.12 Contractor Carry Out Sanctions & Penalties for Violations 36
2.18.13 Implementing Extensive Affirmative Action Steps: 36
2.18.14 Designate Responsible Official: 37
2.18.15 Not Construed as a Limitation 37
2.18.16 Segregated Facility 37
2.19 EEO Clause Required by the Illinois Fair Employment Practices Commission 38
2.19.1 Appropriate Affirmative Action: 38
2.19.2 In accordance with the Commission's Rules and Regulations for Public Contracts 38
2.19.3 Solicitations or Advertisements: 38
2.19.4 Obligations Under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts 38
2.19.5 Comply With the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts 38
2.19.6 Relevant Books, Records, Accounts, and Work Sites 38
2.19.7 Provisions of Paragraphs 2.19.01 Through Paragraphs 2.19.07 39
Section 3: Contractor's Agreement 39
3.1 Special Equal Opportunity Provisions 39
3.1.1 Activities & Contracts Not Subject to Executive Order 11246, as Amended 39
3.1.1.1 Not Discriminate Because of Race, Color, Religion, Sex, or National Origin 39
3.1.1.2 Shall Post in Conspicuous Places 39
3.1.1.3 Incorporate Requirements in Subcontracts 40
3.1.2 Executive Order 11245 – Section 202 Equal Opportunity Clause 40
3.1.2.1 Not Discriminate Because of Race, Color, Religion, Sex, or National Origin 40
3.1.2.2 Consideration without regard to race, color, religion, sex, or national origin 40
3.1.2.3 Collective Bargaining Agreement 40
3.1.2.4 Comply with Executive Order 11246 of September 24, 1965: 40
3.1.2.5 Furnish All Information & Reports Required by Executive Order 11246 of September 24, 1965: 40
3.1.2.6 Non-Compliance 41
3.1.2.7 Provisions of the Sentence Preceding Paragraph 3.01.02.01 through 3.01.02.07: 41
3.1.3.1 Section 503 of the Rehabilitation Act of 1973 Affirmative Action for Handicapped Workers 41
3.1.3.2 Not Discriminate because of Physical or Mental Handicap 41

3.1.3.3 Agreement to Comply 42
3.1.3.4 Non-compliance 42
3.1.3.5 Post in Conspicuous Places 42
3.1.3.6 Notify Labor or Union Representative 42
3.1.3.7 Include Provisions of this Clause 42
3.1.4 Section 402 Veterans of the Vietnam Era – Affirmative Action for Disabled Veterans & Veterans of the Vietnam Era 42
3.1.4.1 Will Not Discriminate Against Disabled Veteran or Veteran of Vietnam Era 42
3.1.4.2 Listed at an Appropriate Local Office 43
3.1.4.3 Recruitment Source Shall Involve Normal Obligations 43
3.1.4.4 Periodic Reports 43
3.1.4.5 Employment Service system 44
3.1.4.6 This Does not Apply outside of the 50 States 44
3.1.4.7 The Provisions of Paragraphs 3.01.04.02, 3.01.04.03. 3.01.04.04, 3.01.04.05 44
3.1.4.8 As used in this clause 44
3.1.4.8.1 All Suitable Employment Openings 44
3.1.4.8.2 Appropriate Office of the State Employment Service System 45
3.1.4.8.3 Openings which the Contractor Proposes to Fill From Within 45
3.1.4.8.4 Openings which the Contractor Proposes to Fill Pursuant to a Customary and Traditional Employer-Union Hiring Arrangement 45
3.1.4.8.5 Agreement to Complying with Rules, Regulations, and Relevant Orders 45
3.1.4.8.6 Non-Compliance 46
3.1.4.8.7 Post in Conspicuous Places 46
3.1.4.8.8 Notify Labor Union or Representative of Workers 46
3.1.4.8.9 Including Provisions of This Clause 46
3.1.5 Section 109 of the Housing and Community Development Act of 1974: 46
3.1.5.1 No Person Should be Excluded from Participation on Any Grounds 46
3.1.6 "Section 3" Compliance In the Provision of Training, Employment, and Business Opportunities 47
3.1.6.1 Project Under a Program Providing Financial Assistance from the Department of Housing and Urban Development 47
3.1.6.2 Comply with Provisions of Section 3 47
3.1.6.3 Collective Bargaining Agreement or Other Contract 47
3.1.6.4 Section 3 Clause in Every Subcontract 47

3.1.6.5 Provisions of Section 3, Regulations in 24 CFR Part 135, and All Applicable Rules:..... 48
Section 4: General Supplemental Additional Conditions..... 48
4.1 Scope of Work..... 48
4.2 Licensing & Permits:..... 48
4.3 Period of Unemployment..... 48
4.4 Prevailing Wage..... 49
4.4.1 Certified Payroll Records..... 49
4.5 Toxic Substance..... 49
4.6 Guarantees, Warranties, Manuals:..... 49
4.7 Indemnification and Hold Harmless Agreement (Contractual or Other Liability)..... 50
4.8 Insurance..... 50
4.8.1 Insurance Rating..... 52
4.8.2 Special Requirement..... 52
4.8.3 Provision of Insurance..... 52
4.9 Subcontractors..... 52
4.10 Change Orders:..... 53
4.10.1 Legal Authority to Bind..... 53
4.11 Failure to Execute..... 53
4.12 Bid Security..... 53
4.13 Waiver of Lien..... 54
Section 5: Invitation for Bid..... 54
5.1 Intent..... 54
5.2 Scope..... 54
5.3 Qualifications:..... 55
5.3.1 Professional Services Selection Act..... 56
5.4 Contract Management..... 56
5.5 Protection of Public & Private Property..... 56
5.6 Concurrent Operations..... 56
5.7 Licenses & Permits:..... 57
5.8 Severability..... 57
5.9 Accidents..... 57
5.10 Sexual Harassment..... 57
5.11 Term of contract..... 57

5.12 References 58
5.13 Special and Unforeseen Work: 58
5.14 Exceptions 58
5.15 Communications 58
5.16 Security & Access: 58
5.17 Hours of Work 59
5.18 Handling of Waste 59
5.19 Work Crew Supervision 59
5.20 Contractor's Personnel 59
5.20.1 Background Investigation: 60
Section 6: Materials & Equipment 60
6.1 City to Furnish: 60
6.2 Contractor to Furnish 60
6.3 Standards and Workmanship 61
6.3.1 Restrictive or Ambiguous Specifications: 61
Section 7: Performance and Payment 61
7.1 Disputes 61
7.2 Payment 61
7.2.1 Taxes: 62
7.3 Penalties 62
Section 8: Certifications (To Be Completed by Contractor) 62
8.1 Affirmative Action Program Implementing Section 3 of the Housing & Urban Development Act of 1968: 62
8.1.1 Determination of Project Area boundaries 63
8.1.1.1 Address of Proposed Project 63
8.1.2 Specific Affirmative Action Steps 64
8.1.2.1 Preparing and Implementing the Affirmative Action Plan 64
8.1.2.2 Recruit From the Appropriate Areas: 64
8.1.2.3 List of Lower Income Residents Who Have Applied 64
8.1.2.4 Submit Section 3 Affirmative Action Plan 64
8.1.2.5 Negotiated Basis 64
8.1.2.6 Formally Contract Unions, Subcontractors, and Trade Associations 65
8.1.2.7 Pending Contractual Opportunities 65

8.1.2.8 Maintaining Records: 65
8.1.2.9 Appoint or Recruit Executive Official as Equal Opportunity Officer 65
8.1.2.10 Table B 65
8.2 Proposed Contracts Breakdown – Table A 66
8.3 Estimated Project Workforce Breakdown – Table B: 68
8.4 Certification Form Regarding Equal Employment Opportunity 70
8.5 Subcontractor Certification Form 72
8.6 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements: 74
8.7 Disclosure of Lobbying Activities 76
8.8 Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities: 77
Exhibit A: Federal Labor Standard Provisions 78
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: 83
Exhibit C: Payrolls and Basic Records 89
Exhibit D: Wage Rate Determinations (Immediately Following This Page) 89
Exhibit E: Specifications (Immediately Following This Page) 89
Exhibit F: Detailed Cost Sheet 90
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 90
Exhibit G: Bid Sheet 91
Exhibit H: Detailed Exceptions Sheet 93
Exhibit I: Form of Agreement 94
Exhibit J: Insurance Requirements 102
Exhibit K: Description of "the Work" 104
Exhibit L: Project Checklist 105
Exhibit M: Subcontractor Listing 106
Exhibit N: City Punchlist and Acceptance Notice 107
Exhibit O: Form of Bid Addendum 108

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Notice to Contractors

Minority/Women Business Enterprises and Section 3 Business Concerns are encouraged to bid on and participate in this project. Participation may come from direct construction contracts, services, or goods supplied. Utilization of females in construction is highly encouraged.

This project may be subject to Section 3 requirements. The purpose of HUD's Section 3 Program is "To ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, direct toward low- and very-low income persons, particularly those who are recipients of government assistance for housing" per Section 3 of the Housing and Community Development Act of 1968. Contracts utilizing Federal Housing and Community Development funding in excess of $200,000 are subject to Section 3 requirements.

This contract ☐ **IS** or; ☐ **IS NOT** ☒ subject to Section 3.

If the contract is subject to Section 3, information on contractor's responsibilities and HUD requirements will be shared at a mandatory pre-bid meeting.

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:

Community Services Coordinator, City of DeKalb 815-748-2366
Jennifer.yochem@cityofdekalb.com

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

Brock Sutton, Fehr Graham
815-562-9087 bsutton@fehrgraham.comn

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

1.1 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 or Limited English Proficiency who plan to attend this meeting and who require certain accommodations or translation services 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.

1.2 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.

1.3 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 solediscretion.

1.4 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.

1.5 Submittal of Bid:

Bids must be submitted to the City of DeKalb City Engineer, 1216 Market Street, DeKalb, Illinois, 60115 no later than April 26, 2023 at 10:00 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).

1.5.1 Pre-bid Meeting: **Not Applicable**

1.6 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*.

1.7 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 ofinvestigation.

1.8 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 theBidder.

1.9 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.

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 theAct.

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.

1.14.1 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.

1.17.1 Format of Pricing Submission:

Bidders are requested to submit individual pricing for each Schedule of Prices Item 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. Submission of a bid constitutes acceptance of these specifications.

Section 2: Special Conditions

21 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.

22 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.

23 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.

2.4 The Equal Opportunity Clause of Executive Order 11246:

The Equal Opportunity Clause of Executive Order 11246. This Clause requires that the contractor 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 ensures that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing. Section 3 applies to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development assistance. Section 3 does not apply to material supply contracts.

Section 3 sets benchmarks Safe Harbor compliance: 25% or more of all labor hours must be worked by Section 3 workers, 5% or more of all labor hours must be worked by Targeted Section 3 workers, AND the contractor followed the required prioritization of effort. If the contract is subject to Section 3, a mandatory pre-bid meeting will be held to provide information and detailed instruction on the requirements.

2.6 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.

2.7 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.

2.8 Rehabilitation Act of 1973:

Rehabilitation Act of 1973, Public Law 93-112 as amended. This act requires that no qualified person(s) with a disability shall on the basis of disability 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.

2.9 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:

2.9.1 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.

2.9.2 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:

2.10.1 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 of or 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.

2.10.2 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:

2.10.2.1 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;

2.10.2.2 Acts of the City of DeKalb:

Any acts of the City of DeKalb;

2.10.2.3 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

2.10.2.4 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 "2.10.2". 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:

2.12.1 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.

2.12.2 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.

2.12.3 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:

2.13.1 City of DeKalb May Suspend Work:

2.13.1.1 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.

2.13.2 City of DeKalb May Terminate for Cause:

2.13.2.1 Termination Justification:

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

2.13.2.1.1 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;

2.13.2.1.2 Disregard of Laws:

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

2.13.2.1.3 Disregard of Engineer's Authority:

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

2.13.2.1.4 Violation of Contract Documents:

Contractor's violation in any substantial way of any provisions of

the Contract Documents

2.13.2.2 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:

2.13.2.2.1 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);

2.13.2.2.2 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

2.13.2.2.3 Completion of the Work:
Complete the Work as City of DeKalb may deem expedient.

2.13.2.3 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.

2.13.2.4 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.

2.13.2.5 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.

2.13.2.6 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.

2.13.3 City of DeKalb May Terminate For Convenience:

2.13.3.1 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;

2.13.3.1.2 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;

2.13.3.1.3 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

2.13.3.1.4 Reasonable Expenses:

Reasonable expenses directly attributable to termination.

2.13.3.2 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.

2.13.4 Contractor May Stop Work or Terminate:

2.13.4.1 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.

2.13.4.2 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:

2.14.1 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.

2.14.2 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.

2.15.1 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.

2.15.2 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.

2.16.2 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.

2.16.3 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.

2.16.4 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:

2.17.1 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity-Executive Order 11226:

(Applicable to contracts/subcontracts exceeding $10,000)

2.17.1.1 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.

2.17.1.2 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.

2.17.1.3 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.

2.17.1.4 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:

2.18.1 As used in these specifications:

2.18.1.1 "Covered Area":

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

2.18.1.2 "Director":

"Director" means Director, Office of Federal Contract Compliance

Programs, United States Department of Labor, or any person to whom the Director delegates authority;

2.18.1.3 "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.

2.18.1.4 "Minority":
"Minority" includes:

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

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

2.18.1.4.3 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

2.18.1.4.4 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).

2.18.2 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.

2.18.3 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.

2.18.4 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.

2.18.5 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.

2.18.6 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.

2.18.7 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:

2.18.7.1 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.

2.18.7.2 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.

2.18.7.3 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.

2.18.7.4 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.

2.18.7.5 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.

2.18.7.6 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.

2.18.7.7 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.

2.18.7.8 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.

2.18.7.9 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.

2.18.7.10 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.

2.18.7.11 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.

2.18.7.12 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.

2.18.7.13 Discriminatory Effect:

Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect or 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.

2.18.7.14 Non-Segregated:

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

2.18.7.15 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.

2.18.8 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.

2.18.9 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 certify 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:

2.19.1 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.

2.19.2 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.

2.19.3 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.

2.19.4 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 thereunder.

2.19.5 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.

2.19.6 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.

2.19.7 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 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.

Section 3: Contractor's Agreement

3.1 Special Equal Opportunity Provisions:

3.1.1 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:

3.1.1.1 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.

3.1.1.2 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.

3.1.1.3 Incorporate Requirements in Subcontracts:

Contractors shall incorporate the foregoing requirements in all subcontracts.

3.1.2 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:

3.1.2.1 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.

3.1.2.2 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.

3.1.2.3 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.

3.1.2.4 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.

3.1.2.5 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.

3.1.2.6 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.

3.1.2.7 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.

3.1.3 Section 503 of the Rehabilitation Act of 1973 Affirmative Action for Handicapped Workers:

(for contracts over $2,500)

3.1.3.1 Not Discriminate because of Physical or Mental Disability:

The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability 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 individuals with disabilities without discrimination based upon their physical or mental disability 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.

3.1.3.2 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.

3.1.3.3 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.

3.1.3.4 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 employees with disabilities and applicants for employment, and the rights of applicants and employees.

3.1.3.5 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 disabled individuals.

3.1.3.6 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.

9*

3.1.4 Section 402 Veterans of the Vietnam Era – Affirmative Action for Disabled Veterans & Veterans of the Vietnam Era:

(if $10,000 and above)

3.1.4.1 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.

3.1.4.2 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).

3.1.4.3 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.

3.1.4.4 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.

3.1.4.5 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.

3.1.4.6 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.

3.1.4.8 As used in this clause:

3.1.4.8.1 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.

3.1.4.8.2 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.

3.1.4.8.3 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.

3.1.4.8.4 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.

3.1.4.8.5 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.

3.1.4.8.6 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.

3.1.4.8.7 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.

3.1.4.8.8 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.

3.1.4.8.9 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.

3.1.5 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.

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

3.1.6.1 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 may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, U.S.C. 170lu. Section 3 requires that employment and other economic opportunities generated by Federal financial assistance for housing and community development projects are, to the greatest extent feasible, directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing. This is accomplished through recruitment, employment, and training of Section 3 Workers and Targeted Section 3 Workers, to the greatest extent feasible, during projects subject to this rule, to meet the Safe Harbor requirements established by HUD.

3.1.6.2 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.

3.1.6.3 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.

3.1.6.4 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 75. 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 75 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.

3.1.6.5 Provisions of Section 3, Regulations in 24 CFR Part 75, and All Applicable Rules:

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, 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 75.

Section 4: General Supplemental Additional Conditions:

4.1 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.

4.2 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.

4.3 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.

4.4 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.

4.4.1 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.

4.5 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.

4.6 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 a portable flash drive 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.

4.7 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.

4.8 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) 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, W-9 form, and endorsements for all Contractors' employees who will be using their personal vehicle for transportation for work- related purposes during the workday. 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.

4.8.1 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.

4.8.2 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 retroactive date prior to the start of Work.

4.8.3 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.

4.9 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.

4.10.1 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 are 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

5.1 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.

5.2 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 Indemnitees 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).

5.3 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.

5.3.1 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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 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 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, which 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-cased 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.

5.20.1 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:

6.1 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

6.2 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.

6.3 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:

7.1 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.

7.2 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.

7.3 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)

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

Curran Contracting Company		2023 Streets CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements	
Contractor's Name		Project Name	
286 Memorial Ct., Crystal Lake, IL	60014		
Address	Zip Code		Project Number
Jeannine Garriepy		DeKalb	
EEO Officer		Project Location (City, County, State)	
815-455-5150		TBD	07/14/2023
Phone Number		Construction Start Date	Construction End Date

8.1.1 Determination of Project Area boundaries:

8.1.1.1 Address of Proposed Project:

LUCERNE LANE	City of DeKalb	DeKalb County
Street	City or Township	County

For the purposes of this Section 3 Affirmative Action plan, the "Service Area" is an area within a one mile radius of the Section 3 project or an area within a circle centered around the Section 3 project that encompasses 5,000 people.

8.1.2 Specific Affirmative Action Steps:

Curran Contracting Company (Name of Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and project businesses:

8.1.2.1 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.

8.1.2.2 Recruit From the Appropriate Areas:
To attempt to recruit from the appropriate area 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.

8.1.2.3 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.

8.1.2.4 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.

8.1.2.5 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, in a Section 3 covered project area.

8.1.2.6 Formally Contract Unions, Subcontractors, and Trade Associations:

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

8.1.2.7 Pending Contractual Opportunities:

To insure that all appropriate project area Section 3 business concerns are notified of pending contractual opportunities.

8.1.2.8 Maintaining Records:

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

8.1.2.9 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.

8.1.2.10 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.

As officers and representatives of Curran Contracting Company (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	Nick Schram, Vice President Title

8.2 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
Business	Three (3)	3,000,000.00	Four (4)	3,250,000.00

Curran Contracting Company	2023 Streets CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements
Company	Project Name
Project Number	EEO Officer's Signature
04/26/2023	
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.

8.3 Estimated Project Workforce Breakdown – Table B:

Column 1	Column 2	Column 3	Column 4	Column 4	Column 5
Job Category	Total Estimated Positions	No. Positions By Permanent Employees	No. Positions By Current *Section 3 Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled With *Section 3 and *Targeted Section 3 Workers
Officers/Supervisors	1	1	0	0	0
Professionals					
Technicians					
Housing - Sales/Rental/					
Office Clerical	2	2	0	0	0
Service Workers	1	1	1	0	0
Others					
Trade: Asphalt Paving					
Journeyman	6	6	0	0	0
Helpers					
Apprentices	4	4	0	0	0
Maximum No.					
Others					
Trade: Sewer					
Journeyman	2	2	0	0	0
Helpers					
Apprentices					
Maximum No.					
Others					
Trade: Striping					
Journeyman	2	2	0	0	0
Helpers					
Apprentices					
Maximum No.					
Others					
Totals:	14	14	0	0	0

*Section 3 Worker – Any worker who currently fits, or when hired within the past five years fit, at least one of the following categories:

- a low- or very-low income worker; OR
- employed by a Section 3 Business concern; OR
- a Youthbuild participant.

*Targeted Section 3 worker is:

- employed by a Section 3 business concern; OR
- one who currently fits, or when hired fit one of the following categories within the past five years:
- living in the service area of the Section 3 project; OR
- or a Youthbuild participant.

For the purposes of this Section 3, the "Service Area" is an area within a one mile radius of the Section 3 project, or an area within a circle centered around the Section 3 project that encompasses 5,000 people.

Individuals residing within the City of DeKalb of whose family income does not exceed 80% of the area median income in the Standard Metropolitan Statistical Area for a family of one qualify as low income. For current workers to qualify as Section 3 workers, use the area median income in the Standard Metropolitan Statistical Area for a family of one for the area where the worker currently resides.

Curran Contracting Company

COMPANY

8.4 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: Curran Contracting Company
Address: 286 Memorial Ct., Crystal Lake, IL 60014
Phone Number: 815-455-5150
IRS EIN: 36-3506119

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.
   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 bid. $ See BLR 12201
3. Anticipated performance period. TBD - 07/14/2023
4. Female owned business.
   _____ Yes X No

5. Expected total number of employees who will perform the proposed construction.
   14
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
✓	White	No	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.

Nick Schram, Vice President	04/26/2023
Name & Title of Signer	
Signature	Date

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

CURRAN

Reference Contact – Paving Division 2023

Name of project (Job Number): City of Dekalb Streets 2020 (06-20-0025)
Description of Work Performed: Pavement Removal, Paving, Striping, Concrete
Contract: $ 833,933.56
Start & Completion: 07/2020 – 11/10/2020
Curran the Prime or Subcontractor: Prime
Project Owner or GC: City of Dekalb
Mailing Address: 1216 Market Street, DeKalb, IL 60115
Name of Contact Person: Zachary Gill
Phone: 815-748-2331
Email Address: Zachary.gill@cityofdekalb.com
Name of Architect or Engineer: Fehr Graham
Mailing Address: 515 Lincoln Highway, Rochelle, IL 61068
Name of Contact Person: Jason Stoll
Phone: 815-562-9087
Fax: 815-562-4233
Email Address: jstoll@fehr-hraham.com

Name of project (Job Number): Project Donkey (06-20-0072)
Trammell Crow – DeKalb Distribution Center, 801 E. Gurler Road, DeKalb, IL 60115
Description of Work Performed: Aggregate Base, HMA Paving
Contract: $ 555,000.00
Start & Completion: 05/2020 – 10/30/2020
Curran the Prime or Subcontractor: Subcontractor
Project Owner or GC: Krusinski Construction Company
Mailing Address: 2107 Swift Drive, Oak Brook, IL 60523
Name of Contact Person: Dominic Valvano
Phone: (630) 573-7700
Fax: (630) 573-7780
Email Address: dominicv@krusinski.com
Name of Architect or Engineer: Harris Architects Inc.
Mailing Address: 4801 Emerson Avenue, Suite 210, Palatine, IL 60067
Name of Contact Person: N/A
Phone: 630-303-1155

Name of project (Job Number): City of Rockford, 9th St Reconstruction (06-20-0080)
Contract: $ 341,969.00
Start & Completion: 07/2020 – 11/9/2020
Description of Work Performed: HMA Pavement
Curran the Prime or Subcontractor: Subcontractor
Project Owner or GC: N-Trak Group
Mailing Address: 1523 Windsor Road, Loves Park, IL 61111
Name of Contact Person: Casey Morgan
Phone: (815) 509-3725
Fax: (815) 282-3003
Email Address: cmorgan@ntrackgroup.com
Name of Architect or Engineer: Fehr Graham
Mailing Address: 515 Lincoln Highway, Rochelle, Illinois 61068
Name of Contact Person: Jason Stoll
Phone: Phone: 815-562-9087
Fax Numbers: 815-562-4233
Email Address: jstoll@fehr-hraham.com

CURRAN

Name of project (Job Number): Sycamore MFT (06-21-0080)
Description of Work Performed: HMA Pavement/Concrete
Contract: $ 795,770.46
Start & Completion: 07/2021 – 10/2021
Curran the Prime or Subcontractor: Prime
Project Owner or GC: City of Sycamore
Mailing Address: 475 N Cross St., Sycamore, IL 60178
Name of Contact Person: Mark Bushnell
Phone: 815-895-4557
Email Address: mbushnell@cityofsycamore.com
Name of Architect or Engineer: City of Sycamore

Name of project (Job Number): City of Rockford Gr#5 Parking Lots (06-22-0121)
Description of Work Performed: Milling & Paving
Contract Total: $634,472.36
Start & Completion Date: 9/2022 - 11/2022
Curran the Prime or Subcontractor: Subcontractor
Project Owner or GC: N-Trak Group
Mailing Address: 1523 Windsor Rd
City, State, Zip: Loves Park, IL 61111
Name of Contact Person: Casey Morgan
Phone: 815-282-3000
Fax: 815-282-3003
Email Address: cmorgan@ntrakgroup.com
Name of Architect or Engineer: City of Rockford
Mailing Address: 425 E State St
City, State, Zip: Rockford, IL 61104
Name of Contact Person: Larry Graham
Phone: 779-348-7468
Email Address: larry.graham@rockfordil.gov

Name of project (Job Number): City of Dekalb BP#4 (06-22-0118)
Description of Work Performed: Milling, Paving, Structure Adjustments
Contract Total: $ 499,070.60
Start & Completion Date: 20 Working Days - 10/2022
Curran the Prime or Subcontractor: Prime
Project Owner or GC: City of Dekalb
Mailing Address: 1216 Market Street
City, State, Zip: Dekalb, IL 60115
Name of Contact Person: Zachary Gill
Phone: 815-748-2331
Fax: 815-748-2331
Email Address: zachary.gill@cityofdekalb.com
Name of Architect or Engineer: Fehr Graham
Mailing Address: 515 Lincoln Hwy
City, State, Zip: Rochelle, IL 61068
Name of Contact Person: Jason Stoll
Phone: 815-562-9087
Fax: 815-562-4233
Email Address: jstoll@fehr-graham.com

8.5 Subcontractor Certification Form:

2023 Streets CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements	Curran Contracting Company
Project Name	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: CONIN CONTRACTOR SERVICES, INC
Address: 1800 DOC WOLF DR PO BOX 1022 BELVIDERE, IL 61008
Phone Number: 815-596-0640
IRS EIN: 27-5216848

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. $ 8,929
3. Anticipated performance period. 3 DAYS
4. Female owned business.
   _____ Yes X No
5. Expected total number of employees who will perform the proposed subcontract.
   4
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
	White		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?
X	Other	X	Hispanic?

Remarks:

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

JOSE L. AGUILAR, PRESIDENT	
Name & Title of Signer	
Signature	4/24/2023 Date

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

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: MARTENSON TURF
Address: WATERMAN, IL
Telephone Number: 815-264-3322
Email Address: martenson3@mtp78.com
Primary Contact Person: KEVIN ALBRECHT
Primary Contact Cellular Telephone: 815-264-3322
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman:

PROVIDE SEED, FERTILIZER, BLANKET, AND INLETS

5 REFERENCES:

-JA Johnson Paving: Elmhurst 2022 Contract Paving
-Martam: Park Ridge Green Alley Reconstruction
-Mauro: Leyden Twshp 2022 Water Main
-Stenstrom: IDOT Contract 85726
-William Charles: IDOT Contract 64H08

#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:

CONIN INC.
1800 DOC WOLF DR PO BOX 1022
BELVIDERE, IL 61008
815-596-0640
CONIN.INC@GMAIL.COM

DATE: 4/17/2023

CONTRACT: CITY OF DEKALB- LUCERNE LN RESURF/ADA IMPROVEMENTS

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	BASE BID- ADDENDUM NO. 1				
21101615	TOPSOIL F&P 4	75	SY	$ 25.00	$ 1,875.00
25000110	SEEDING CL 1A	0.03	AC	$ 35,000.00	$ 1,050.00
25000400	NITROGEN	3	LB	$ 2.00	$ 6.00
25000500	PHOSPHORUS	3	LB	$ 2.00	$ 6.00
25000600	POTASSIUM	3	LB	$ 2.00	$ 6.00
25100630	EROSION CONTROL BLANKET	75	SY	$ 8.00	$ 600.00
28000500	INLET & PIPE PROTECTION	5	EA	$ 300.00	$ 1,500.00
	ALTERNATE BID 1				
21101615	TOPSOIL F&P 4	175	SY	$ 10.00	$ 1,750.00
25000110	SEEDING CL 1A	0.07	AC	$ 15,000.00	$ 1,050.00
25000400	NITROGEN	6	LB	$ 2.00	$ 12.00
25000500	PHOSPHORUS	6	LB	$ 2.00	$ 12.00
25000600	POTASSIUM	6	LB	$ 2.00	$ 12.00
25100630	EROSION CONTROL BLANKET	175	SY	$ 6.00	$ 1,050.00
				TOTAL	$ 8,929.00

EXCLUSIONS: BONDING, ALL TRAFFIC CONTROL, LAYOUT, STAKING, ENGINEERING, SPECIAL INSURANCE, INSURANCE OVER CONTRACT LIMITS, RETAINAGE, SUBGRADE +/- .10", SPOIL REMOVAL.

QUOTE BASED ON STRAIGHT TIME, M-F 8 HR DAYS 7AM-3PM.

NO EXTRA WORK TO BE PERFORMED WITHOUT A SIGNED & APPROVED CHANGE ORDER.

8.5 Subcontractor Certification Form:

2023 Streets CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements	Curran Contracting Company
Project Name	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: _
Address: _
Phone Number: _
IRS EIN: _

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. $See Attached Quote
3. Anticipated performance period. 1 day
4. Female owned business.
   X Yes _____ No
5. Expected total number of employees who will perform the proposedsubcontract.
   2
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
X	White		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.

Name & Title of Signer Mary Cofer, secretary

Signature Mary Cofer Date 4/20/23

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

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: Countryman Inc
Address: 1222 Buchanan St Rockford, IL 61101
Telephone Number: 815-965-2610
Email Address: office@countrymaninc.net
Primary Contact Person: Mary Cofer
Primary Contact Cellular Telephone: 815-965-2610
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman: pavement marking

1. Curran Contracting
2. William Charles
3. N-TRAK Group
4. Rock Road Companies
5. Martin + Company

#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:

QUOTATION

Countryman Inc
PO Box 1364
Rockford, IL 61105
Phone: 815-965-2610
Fax: 815-965-6809
Cell: 815-979-0876

Quote #: 13726

April 21, 2023

CITY OF DEKALB

CURRAN CONTRACTING

Dear Sir / Madam:

The undersigned proposed to furnish all materials and perform all labor necessary to complete the following:

THERMOPLASTIC PVT MARKING LINE 6 15 LF @ $6.00	$90.00
THERMOPLASTIC PVT MARKING LINE 24 95 LF @ $24.00	$2,280.00

ONE MOBILIZATION INCLUDED

ALL WORK TO BE PERFORMED DURING NORMAL WORKING HOURS (MONDAY-FRIDAY/ 7am-3:30 pm)
PRIVATE UNDERGROUND UTILITIES ARE TO BE MARKED BY OTHERS
DOES NOT INCLUDE RAILROAD INSURANCE

All of the above work to be completed in a substantial and workmanlike manner for the sum of:
AS SHOWN ABOVE Dollars.
The entire amount of this contract is due and payable from this quotation upon completion of the work. All alteration or deviation form above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. We maintain Workmen's Compensation and Public Liability Insurance.

NOTE!
A SERIVE CHARGE OF 1.5% WILL BE ADDED TO AMOUNTS OVER 30 DAYS OLD. THIS REFLECTS AN 18% ANNUAL INTEREST RATE

Respectfully Submitted,
Mary Ann Gier, Sec.
COUNTRYMAN INC

ACCEPTANCE

You are hereby authorized to furnish all equipment and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Date:_____ Sign:_____

please sign and return a copy

8.5 Subcontractor Certification Form:

2023 Streets CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements	Curran Contracting Company
Project Name	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: N-TRAK Group, LLC
Address: 1523 Windsor Rd., Loves Park, IL 61111
Phone Number: 815-282-3000
IRS EIN: 27-2411547

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. $ 62,885
3. Anticipated performance period. 2 weeks
4. Female owned business.
   X Yes _____ No
5. Expected total number of employees who will perform the proposed subcontract.
   6
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
X	White		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.

Danielle Schlichting, Managing Member

Name & Title of Signer	
Danielle Schlichting	4/25/23
Signature	Date

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

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: N-TRAK Group
Address: 1523 Windsor Rd. Loves Park,IL 61111
Telephone Number: 8152823000
Email Address: dschlichting@ntrakgroup.com
Primary Contact Person: Danielle Schlichting
Primary Contact Cellular Telephone: 815-282-3000
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman:
Remove and Replace Sidewalk, Remove and Replace Curb, Adjust Manholes.

#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:

N-TRAK Group, LLC

References

- Kyle Saunders, Director of Public Works
  City of Rockford
  425 E. State St.
  Rockford, IL 61107
  779-348-7371

- Adam Bunge, Project Manager
  C.E.S., Inc.
  700 W. Locust St.
  Belvidere, IL 61008
  815-547-8435

- Chris Dopkins, Village of Machesney Park Engineer
  McMahon Associates, Inc.
  1700 Hutchins Rd.
  Machesney Park, IL 61115
  815-636-9590

- Jeff Linkenheld, Principal
  Arc Design Resources, Inc.
  5291 Zenith Pkwy.
  Loves Park, IL 61111
  815-484-4300

- Tom Lind, Landscape Architect
  Rockford Park District
  401 S Main St.
  Rockford, IL 61101
  815-987-1649

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

Curran Contracting Company	04/26/2023
(Appropriate Recipient)	Date
2023 Streets CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements	
Project Name	Project Number

The undersigned, having executed a contract with City of DeKalb for Prime Contractor/ Paving (nature of work) for the construction of the above-identified project, acknowledges that:

a. The Labor Standards Provisions are included in the aforesaid contract;
b. 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:

a. 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));
b. 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:

a. The legal name and the business address of the undersigned are:

Curran Contracting Company

286 Memorial Ct., Crystal Lake, IL 60014

b. The undersigned is:
   (1) A Single Proprietorship _____
   (2) A Partnership _____
   (3) A Corporate Organized In The State Of: Illinois
   (4) Other Organization (describe) _____

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

Name	Title	Address
Rick Noe	President	286 Memorial Ct., Crystal Lake, IL 60014
Todd Gierke	Treasurer	286 Memorial Ct., Crystal Lake, IL 60014
Greg Preves	Secretary	286 Memorial Ct., Crystal Lake, IL 60014

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, sostate):

Name	Title	Address
None		

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

Name	Title	Address
None		

Nick Schram, Vice President	
Name & Title of Signer	04/26/2023
Signature	Date

Warning

U.S. Criminal Code, Section 1010, Title 18, U.S.C., providers 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."

8.7 Disclosure of Lobbying Activities

approved by omb

Complete this form to disclose lobbying activities pursuant to 31U.S.C.1352 4040-0013

1. * Type of Federal Action:
- ☒ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. * Status of Federal Action:
- ☒ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. * Report Type:
- ☒ a. initial filing
- ☐ b. material change

4. Name and Address of Reporting Entity:

☒ Prime ☐ Sub Awardee

*Name: Curran Contracting Company

*Street 1: 286 Memorial Ct. Street 2:

*City: Crystal Lake State: Illinois Zip: 60014

Congressional District, if known:

5 If Reporting Entity in No.4 is Sub awardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:
HUD, City of DeKalb

7.* Federal Program Name/Description:
Community Development Block Grant program

CFDA Number, if *applicable:*

8. Federal Action Number, *if known*:
36-3506119

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Registrant:

*Prefix *First Name Middle Name

*Last Name Suffix

*Street 1 Street 2

*City State Zip

10. a. Name and Address of Lobbying Registrant:

*Prefix *First Name Middle Name

*Last Name Suffix

*Street 1 Street 2

*City State Zip

11. 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 tier 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: Nick Middle Name

*Last Name: Schram Suffix

Title: Vice President Telephone No.: 815-455-5150 Date: 04/26/2023

Federal Use Only: Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

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

This disclosure form shall be completed by the reporting entity, whether sub awardee 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 follow up 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 or 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 sub awardee, e.g., the first sub awardee 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 "Sub awardee," 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 or5.

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 Federalaction.

    (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 or 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 applicableto 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 l(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 theworkers.

(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.)

(c) 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 l(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 l(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)

TITLE 18, U.S.C., SECTION 874
(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)

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.

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 asfollows:

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. 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.

(a) 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 advancedfunds.

(b) 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.

(c) 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 theemployee.

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

(e) 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.

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

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

(h) 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 bylaw.

(i)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, asamended, 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; 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

(c) 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 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 of 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: IL20230011 23 Pages

~~General Decision Number: _____ Pages~~

Exhibit E Specifications (Immediately Following This Page)

General Requirements – Division 01

"General Decision Number: IL20230011 04/07/2023

Superseded General Decision Number: IL20220011

State: Illinois

Construction Types: Heavy and Highway

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

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/06/2023
1	03/03/2023
2	03/31/2023
3	04/07/2023

CARP0555-003 06/01/2022

DUPAGE ANE LAKE COUNTIES

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

CARP0555-008 06/01/2020

WILL COUNTY

	Rates	Fringes
Carpenter and Piledriver	$ 49.76	38.26

CARP0555-011 06/01/2022

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

	Rates	Fringes
Carpenter and Piledriver	$ 52.01	38.86

CARP0790-003 05/01/2022

DE KALB COUNTY

	Rates	Fringes
CARPENTER	$ 45.81	34.16

CARP0790-004 05/01/2022

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

	Rates	Fringes
CARPENTER	$ 45.81	34.16

CARP0792-003 05/01/2022

BOONE COUNTY

	Rates	Fringes
CARPENTER	$ 47.00	32.97

ELEC0009-002 05/29/2022

WILL COUNTY

	Rates	Fringes
Line Construction		
Groundman	$ 45.44	61.70%

Lineman and Equipment
Operator.....$ 58.25 61.70%

ELEC0117-001 05/30/2022

KANE (Northern Half) and McHENRY (All) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 53.43	38.39%+17.55

ELEC0150-001 05/31/2021

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN	$ 42.82	45.77

ELEC0176-011 06/01/2020

WILL COUNTY

	Rates	Fringes
ELECTRICIAN	$ 47.00	41.09

ELEC0196-001 03/06/2023

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

	Rates	Fringes
Line Construction		
Equipment Operator	$ 49.22	34%+7.00+A
Groundman Truck Driver	$ 39.19	34%+7.00+A
Groundman	$ 37.81	34%+7.00+A
Lineman, Substation Technician, Cable Splicing Technician, Digger Operator, Crane Operator 20 tons and above, and Signal Technician	$ 59.17	34%+7.00+A

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

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ELEC0364-003 05/30/2022

BOONE (All) & DEKALB (Remainder) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 52.00	39.36

ELEC0461-006 05/30/2022

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

	Rates	Fringes
ELECTRICIAN	$ 51.84	38.38

ELEC0701-001 06/03/2019

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN	$ 41.00	105.86%

ENGI0150-015 06/01/2022

BOONE and DE KALB COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1	$ 49.40	46.20
Group 2	$ 48.85	46.20
Group 3	$ 47.55	46.20
Group 4	$ 46.10	46.20
Group 5	$ 44.65	46.20

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing

Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

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

GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3"" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd

GROUP 5: Oilers

PREMIUM PAY:

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

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

Long Boom pay and Capacity pay cannot be combined.

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

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

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

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

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

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

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* ENGI0150-024 06/01/2022

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

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1	$ 53.30	46.00
GROUP 2	$ 52.75	46.00
GROUP 3	$ 50.70	46.00
GROUP 4	$ 49.30	46.00
GROUP 5	$ 48.10	46.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

*Requires Oiler

IRON0001-014 06/01/2021

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

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

IRON0063-003 06/01/2021

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

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 52.13	39.47

IRON0393-003 06/01/2021

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

	Rates	Fringes
IRONWORKER	$ 48.83	39.84

IRON0444-006 06/01/2022

KENDALL (Southern Part) and WILL COUNTIES

	Rates	Fringes
IRONWORKER	$ 47.80	42.50

IRON0498-003 06/01/2021

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

	Rates	Fringes
IRONWORKER	$ 41.37	44.41

LABO0002-004 06/01/2018

DUPAGE COUNTY

	Rates	Fringes
LABORER (SEWER CONSTRUCTION)		
GROUP 1	$ 42.72	28.19
GROUP 2	$ 42.85	28.19
GROUP 3	$ 42.95	28.19
GROUP 4	$ 43.07	28.19
GROUP 5	$ 42.72	28.19

LABORER CLASSIFICATIONS

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

GROUP 2: Concrete Laborers; Steel Setters.

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

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

Burners; Well Point System Men.

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

LAB00002-009 06/01/2018

DU PAGE COUNTY

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 lbs	$ 43.72	28.19
16 - 20 lbs	$ 44.22	28.19
21 - 26 lbs	$ 44.72	28.19
27 - 33 lbs	$ 45.72	28.19
34 lbs and over	$ 46.72	28.19
LABORER (Tunnel and Sewer)		
GROUP 1	$ 42.72	28.19
GROUP 2	$ 42.85	28.19
GROUP 3	$ 42.95	28.19
GROUP 4	$ 43.07	28.19
GROUP 5	$ 42.72	28.19

LABORER CLASSIFICATIONS (TUNNEL)

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

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

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

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

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

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

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

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

GROUP 5: Asbestos abatement laborer, Toxic and hazardous

waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

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LABO0032-007 05/01/2021

DE KALB COUNTY

	Rates	Fringes
LABORER		
General Laborer	$ 38.75	34.91
Skilled Laborer	$ 41.90	34.91

LABORER CLASSIFICATIONS

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

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

LABO0075-002 06/01/2017

WILL COUNTY

	Rates	Fringes

LABORER

GROUP 1	$ 41.20	27.47
GROUP 2	$ 41.55	27.47
GROUP 3	$ 41.20	27.47
GROUP 4	$ 41.55	27.47
GROUP 5	$ 41.40	27.47
GROUP 6	$ 41.55	27.47
GROUP 7	$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

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

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways,

streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work; Wagon and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborers

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

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

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

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

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LABO0149-002 06/01/2018

BOONE, KANE, KENDALL, AND McHENRY COUNTIES

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

LABORER CLASSIFICATIONS

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

GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

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

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

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

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

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LABO0152-003 06/01/2017

LAKE COUNTY

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

LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

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

GROUP 5: Cement Gun Nozzle (Gunite)

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

PAIN0014-003 06/01/2022

LAKE and WILL COUNTIES

	Rates	Fringes

PAINTER: Brush Only.....$ 50.30 31.07

PAIN0030-001 06/01/2022

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

	Rates	Fringes
PAINTER Brush, Drywall Taper/Finisher, Sandblaster, and Spray.....	$ 50.30	25.43

PAIN0030-004 06/01/2022

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

	Rates	Fringes
PAINTER Brush, Roller, Spray, Sandblasting, Paperhanger, Drywall Finishing, Taper, and Spray Structural Steel..	$ 42.90	27.41

PLAS0011-002 06/01/2020

WILL COUNTY

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

PLAS0011-008 06/01/2022

DE KALB, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 49.70	38.94

PLAS0011-013 06/01/2022

LAKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 48.00	40.66

PLAS0011-015 06/01/2022

BOONE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 40.10	34.62
PLASTERER.....	$ 37.00	35.86

PLAS0803-001 08/01/2010

DUPAGE COUNTY

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

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* TEAM0179-002 06/01/2017

KENDALL and WILL COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks	$ 37.68	0.15+a
4 Axle Trucks	$ 37.83	0.15+a
5 Axle Trucks	$ 38.03	0.15+a
6 Axle Trucks	$ 38.23	0.15+a

FOOTNOTES:
a. $733.20 per week.
b. Lowboy rate based on number of axles

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

CLASSIFICATIONS:

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

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

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

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

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* TEAM0301-001 06/01/2019

LAKE AND MCHENRY COUNTIES

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

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

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

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

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

CLASSIFICATIONS:

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

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

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

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

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* TEAM0325-004 06/01/2020

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles	$ 39.87	22.60
4 Axles	$ 40.02	22.60
5 Axles	$ 40.22	22.60
6 Axles	$ 40.33	22.60

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

CLASSIFICATIONS:

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

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

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation
Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional $0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more
*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be $2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice;
Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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* TEAM0330-002 06/01/2019

DEKALB COUNTY

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

FOOTNOTE: a. $868.50 per week

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

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

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

CLASSIFICATIONS:

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

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

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

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

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* TEAM0673-003 06/01/2019

DU PAGE and KANE COUNTIES

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

FOOTNOTE: a. $861.10 per week.

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

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

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

CLASSIFICATIONS:

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

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

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

more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

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* TEAM0731-002 04/01/2023

	Rates	Fringes
Traffic Control Device Monitor TRAFFIC SAFETY WORKER: Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....	$ 40.10	20.95

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

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.

Exhibit G Bid Sheet: **IN LIEU OF THIS EXHIBIT G Bid Sheet, PLEASE REFER TO IDOT BLR 12201 SCHEDULE OF PRICES**

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:
2023 Streets CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements	Curran Contracting Company	Nick Schram, Vice President

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

1) Base Bid $ 162,775.15

2) Alt 1 $ 37,066.00

3) $

4) Package price for all work listed in lines 1-3 (if different from sum of lines 1-3)
$ 199,841.15

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?	☑ YES	☐ NO
If yes, have you included all required information with your bid submittal?	☑ YES	☐ NO
Are your subcontractors registered to do business with the City?	☑ YES N-TRAK	☑ 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.

Curran Contracting Company
Bidder's Firm Name

286 Memorial Ct.
Street Address

Crystal Lake IL 60014
City State Zip

815-455-5150
Phone Number

04/26/2023
Date

Signed Name and Title

Nick Schram, Vice President
Print Name and Title

estimating@currancontracting.com
Code E-mail Address

815-455-7894
Fax Number

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 BLR 12201 Schedule of Prices. 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 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 BLR 12201 Schedule of Prices, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in BLR 12201 Schedule of Prices, 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

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

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. 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 36-3506119 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) inIllinois.

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:	For the Contractor:
City Manager	Zach Theis
City of DeKalb	Curran Contracting Company
164 E. Lincoln Hwy.	286 Memorial Ct.
DeKalb, IL 60115	Crystal Lake, IL, 60014

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 his/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

_____
City Mayor/Manager

_____
City Clerk

Contractor

_____

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 unavailability 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:

_____

_____

_____

_____

_____

_____

_____

_____

_____

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: 2023 STREETS CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements

Completion of 2023 STREETS CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements 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: Lucerne Lane from 4th St. to 7th St., DeKalb, IL

Description of Property: Resurfacing of Lucerne Lane from 4th St. to 7th St., and ADA ramps at various intersections with Lucerne Lane and Ball Avenue.

Contractor's scope of work includes the following: **PLEASE REFER TO IDOT BLR 11310 SPECIAL PROVISIONS**

Exhibit L Project Checklist:

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

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: See attached
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:

#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 punch list 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 punch list 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 punch list 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: 2023 Streets CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements

General Description of Project:
Resurfacing of Lucerne Lane from 4th St. to 7th St., and ADA ramps at various intersections with Lucerne Lane and Ball Avenue.

Website Link: Quest CDN

Date of Addendum: (i) 04/20/2023

Description Included in BID Packet.

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2023

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-22) (Revised 1-1-23)

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.		Page No.
202	Earth and Rock Excavation	1
204	Borrow and Furnished Excavation	2
207	Porous Granular Embankment	3
211	Topsoil and Compost	4
407	Hot-Mix Asphalt Pavement (Full-Depth)	5
420	Portland Cement Concrete Pavement	6
502	Excavation for Structures	7
509	Metal Railings	8
540	Box Culverts	9
542	Pipe Culverts	29
586	Granular Backfill for Structures	34
644	High Tension Cable Median Barrier	35
782	Reflectors	36
801	Electrical Requirements	38
821	Roadway Luminaires	40
1003	Fine Aggregates	41
1004	Coarse Aggregates	42
1020	Portland Cement Concrete	43
1030	Hot-Mix Asphalt	44
1067	Luminaire	45
1097	Reflectors	52

Illinois Department of Transportation

Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	

☐ **Check this box for lettings prior to 01/01/2023.**

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

Check Sheet #			Page No.
1	☐	Additional State Requirements for Federal-Aid Construction Contracts	53
2	☐	Subletting of Contracts (Federal-Aid Contracts)	56
3	☐	EEO	57
4	☐	Specific EEO Responsibilities Non Federal-Aid Contracts	67
5	☐	Required Provisions - State Contracts	72
6	☐	Asbestos Bearing Pad Removal	78
7	☐	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	79
8	☐	Temporary Stream Crossings and In-Stream Work Pads	80
9	☐	Construction Layout Stakes	81
10	☐	Use of Geotextile Fabric for Railroad Crossing	84
11	☐	Subsealing of Concrete Pavements	86
12	☐	Hot-Mix Asphalt Surface Correction	90
13	☐	Pavement and Shoulder Resurfacing	92
14	☐	Patching with Hot-Mix Asphalt Overlay Removal	93
15	☐	Polymer Concrete	95
16	☐	Reserved	97
17	☐	Bicycle Racks	98
18	☐	Temporary Portable Bridge Traffic Signals	100
19	☐	Nighttime Inspection of Roadway Lighting	102
20	☐	English Substitution of Metric Bolts	103
21	☐	Calcium Chloride Accelerator for Portland Cement Concrete	104
22	☐	Quality Control of Concrete Mixtures at the Plant	105
23	☒	Quality Control/Quality Assurance of Concrete Mixtures	113
24	☐	Reserved	129
25	☐	Reserved	130
26	☐	Temporary Raised Pavement Markers	131
27	☐	Restoring Bridge Approach Pavements Using High-Density Foam	132
28	☐	Portland Cement Concrete Inlay or Overlay	135
29	☐	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	139
30	☐	Longitudinal Joint and Crack Patching	142
31	☐	Concrete Mix Design - Department Provided	144
32	☐	Station Numbers in Pavements or Overlays	145

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

Check Sheet #			Page No.
LRS 1		**Reserved**	147
LRS 2	☐	Furnished Excavation	148
LRS 3	☐	Work Zone Traffic Control Surveillance	149
LRS 4	☒	Flaggers in Work Zones	150
LRS 5	☒	Contract Claims	151
LRS 6	☒	Bidding Requirements and Conditions for Contract Proposals	152
LRS 7	☐	Bidding Requirements and Conditions for Material Proposals	158
LRS 8		**Reserved**	164
LRS 9	☐	Bituminous Surface Treatments	165
LRS 10		**Reserved**	169
LRS 11	☒	Employment Practices	170
LRS 12	☒	Wages of Employees on Public Works	172
LRS 13	☒	Selection of Labor	174
LRS 14	☐	Paving Brick and Concrete Paver Pavements and Sidewalks	175
LRS 15	☒	Partial Payments	178
LRS 16	☒	Protests on Local Lettings	179
LRS 17	☒	Substance Abuse Prevention Program	180
LRS 18	☐	Multigrade Cold Mix Asphalt	181
LRS 19	☐	Reflective Crack Control Treatment	182

Illinois Department of Transportation

Special Provisions

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Herein after the terms "Owner", "City", or "Engineer" shall mean the City of DeKalb or its designated representative and the term "Contractor" shall mean the entity who proposes to perform the work herein described or its designated subcontractors.

SCOPE OF WORK

BASE BID
This project consists of improvements along Lucerne Lane and Ball Avenue from S. 4th Street to S. 7th Street. Improvements include HMA pavement removal / replacement, concrete sidewalk and curb removal / replacement, ADA ramp installations, manhole adjustments / reconstructions and thermoplastic striping.

AWARDING CRITERIA
The contract will be awarded based on the base bid only. Alternate Bids will be awarded at the discretion of the City of DeKalb. Alternates will only be awarded to the same contractor that is awarded the base bid. The City of DeKalb reserves the right to reject any and all bids.

START / COMPLETE DATE
All work shall be completed by July 14th, 2023.

CONSTRUCTION INSPECTION
Any work performed without the presence of a City designated representative to inspect said construction will not be accepted for payment as directed by the Engineer. The Contractor shall notify the Engineer a minimum of 24 hours in advance of the start of construction or the continuation of construction following a pause in work.

CONSTRUCTION STAKING/LAYOUT
The Engineer will provide locations of project limits on each street prior to the start of construction. Limits will be painted "white".

Some construction layout will be provided for the contractor's reference, a benchmark will be provided at each corner and limits marked out for removal. However, the contractor is responsible to complete the work as per the provided plans, details, and specifications. All work, especially ADA ramp construction, is to be completed to meet all local, state, and federal requirements related to the Americans with Disabilities Act.

EXISTING UTILITIES AND DRAINAGE STRUCTURES LOCATIONS
The City of DeKalb does not guarantee the completeness or accuracy of the information shown on the plans (if applicable) and or specifications (where applicable) regarding location of existing utilities. The contractor shall make his own investigation to verify or determine the existence, nature and location of all utilities on the site that may interfere with construction before starting his operations. The Contractor shall report to the Engineer any omissions or differences in location from that shown on the plans. Care should be taken while working near these utilities to prevent their damage.

J.U.L.I.E.
The contractor shall notify J.U.L.I.E. (1-800-892-0123) prior to construction so that each utility company can stake out any underground improvements that they have which may interfere with the proposed construction.

PREVAILING WAGE REQUIREMENTS
In accordance with the Public Act 94-0515, the Contractor shall be responsible for the following requirements:

Maintain records for three (3) years of all laborers or workers employed on this project including their name, address, phone number, social security number, classification, hourly wages paid in each pay period, and the number of hours worked each day.

Submit these records to the city clerk in either hard copy or electronically.

Certify in writing these records are true and accurate; that the rate paid is not less than the Applicable Prevailing Wage.

These records shall be made available for inspection by the Illinois Department of Labor on two (2) business days' notice.

The Contractor shall note that filing a false Certified Payroll is a class B misdemeanor.

GENERAL NOTES
This project shall be constructed in accordance with the plans, specifications, and as detailed below:

Unless otherwise directed in the plans and specifications, at no time shall more than half of the street be under construction. This construction includes structure adjustments, reconstruction, any concrete work in or adjacent to the street, milling, paving, and operations.

The City of DeKalb requires all vendors to maintain a professional working environment at all times. Representatives of the general contractor (including all sub-contractors) are required to treat members of the general public, City of DeKalb employees/elected officials, and other agents of the City with the utmost respect and courtesy at all times. Profanity, intimidation, the use of racial or ethnic slurs, or any other harassment of the general public and representatives of DeKalb is strictly prohibited.

For each documented incident involving the behavior described above, a fine of $1,500 will be assessed to the general contractor. Further, the employee or employees identified and involved in the incident shall be promptly removed and not allowed to return to work on the project.

All saw cuts required by the project shall be considered incidental to the contract.

ITEM #35800200 AGGREGATE BASE REPAIR
This work shall consist of the removal and replacement of any areas of insufficient base course found after milling operations. Areas will be designated by the Engineer. Insufficient base course shall be identified by base thickness checks and proof rolling, as directed by the Engineer. The contractor shall notify the engineer 48 hours prior to any tests. Proof rolling shall be performed with a fully loaded six-wheeler. If the proof rolled material is deemed unsuitable, the unsuitable material shall be removed to the depth required for new aggregate base. The work shall include excavating and disposing of any surface mixes and base course, furnishing, placing, rolling, and blading 12" of Aggregate Base Course, Type B. The Aggregate

Base Course shall include of 8" of CA-2 and 4" of CA-6 crushed limestone as well as the final base preparation for the HMA mixes. This work shall conform to sections 202, 351, 358, and 440 of the "Standard Specifications for Road and Bridge Construction" in Illinois, latest edition.

This work shall be paid for at the contract unit price per TON for AGGREGATE BASE REPAIR.

ITEM #42400200: PORTLAND CEMENT CONCRETE SIDEWALK 5"
This work consists of replacing ADA ramps and sidewalk locations indicated in the plans and as directed by the Engineer in accordance with Section 424 of the Standard Specification and in accordance with the Illinois Accessibility Code Standards.

Any variable height edge treatments not exceeding 8 inches, including side curb, and back curb along ADA ramps, sidewalk, and landings will be paid for at the contract unit price per SQUARE FOOT for PORTLAND CEMENT CONCRETE SIDEWALK 5".

Sidewalk forms shall be constructed of full depth material and struck off along the top edge of the forms.

Aggregate Base Course, Type B, 4" shall be used under all sidewalk and ADA ramp replacements. This work shall be considered incidental to PORTLAND CEMENT CONCRETE SIDEWALK 5".

Revise Article 424.08, Curb Ramps to include the following paragraph:

"Where the sidewalk abuts curb and gutter, the sidewalk shall be poured to full depth of the curb and gutter for a minimum width of 12 inches. No. 4 rebar shall be drilled and epoxied into the curb to restrict the new sidewalk from settling. No expansion joint will be placed at the curb and gutter but shall be placed at the top of the ramp where it meets the main walk. All new concrete walk shall be pinned to existing walk."

Revise Article 424.12, Basis of Payment, to read as follows:

"This work will be paid for at the contract until price per SQUARE FOOT for PORTLAND CEMENT CONCRETE SIDEWALK, 5", which price shall include all methods of curing and protective coating, required base course materials, expansion joints, rebar, variable height edge treatment at sidewalk ramps, variable height back curb around sidewalk landings, and any removal and disposal of subgrade and/or earth excavation to achieve the proper ADA requirements."

ITEM #42400800 DETECTABLE WARNINGS
This work shall be done in accordance with Section 424 of the Standard Specifications. See the attached technical specifications for DETECTABLE WARNINGS.

This work shall be paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNINGS.

ITEM #44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2'
This work shall be done in accordance with Section 440 of the Standard Specifications. Contractor shall mill 2" in depth at curb line and maintain existing crown in the roadway. Additional HMA surface course or binder course during paving operations to replace crown will not be paid for.

This work shall be paid for at the contract unit price per SQUARE YARD for HOT-MIX ASPHALT SURFACE REMOVAL, 2".

ITEM #60603800 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12
This work consists of the replacement of curb and gutter segments at locations indicated in the plans and

as directed by the Engineer and shall be completed in accordance with Section 606 of the Standard Specifications. The type of curb is B-6.12 (See City of DeKalb Street Standard ST-100).

Aggregate Base Course, Type B 4" shall be used under all new combination concrete curb and gutter. The cost of the aggregate base course shall be included in the cost of this pay item.

Revise Article 606.04 Excavation, to include the following paragraph:

"No additional compensation will be made for over excavation in depth due to operator error, or unsuitable subgrade material. Contractor can pour extra concrete or place compacted aggregate back for the over excavation at their cost."

Revise Article 606.06 Placing Concrete to include the following paragraph:

"Whenever the curb construction is to be across a previously backfilled trench or excavation or across sub-grade of questionable stability, #4, (1/2") reinforcing bars shall be installed to adequately span the area of concern. All bars shall be long enough to extend over the areas of settled sub-grade, flanking the area of concern."

All Combination Curb and Gutter Sections shall be tied to existing curb with two #4 epoxy coated reinforcing tie bars.

Revise Article 606.13. Backfill, to include the following paragraphs:

"Restoration of disturbed HMA street areas in front of the curb line shall be prepared by squaring all edges to a uniform shape while maintaining a substantial base and filled with a HMA binder course to a level depending on thickness of overlay determined by the Engineer. The area shall then be cleaned, primed and a HMA surface course shall be placed. When the existing HMA surface is to be milled, the HMA surface course shall be omitted. The HMA binder and surface course patching shall be considered incidental to this pay item. "

"At locations of replaced curb at sidewalk ramps and in high volume pedestrian traffic, temporary HMA patching shall be placed and compacted in front of the curb to the proper grade directed by the Engineer."

Curing and protection and permanent and temporary pavement restoration will be considered incidental to this pay item. The cost of this work shall be included in the unit cost per FOOT for COMBINATION CONCRETE CURB AND GUTTER TB6.12.

ITEM # X6025600: MANHOLES TO BE ADJUSTED, (SPECIAL)
This work shall consist of adjusting frames and lids. This work shall be done according to the applicable portions of Section 603 of the Standard Specifications and the following:

Construction Requirements. Prior to the milling operation, the Contractor shall remove all frames and lids of manholes and clean all asphalt away from the manhole castings. After removal, the Contractor shall place a suitable metal plate over the manhole locations and backfill the area with a temporary hot-mix or cold-mix asphalt mixture. The Contractor shall then complete the milling and placement of all HMA lifts.

After placing the surface course, the Contractor will reinstall the frames and lids and and adjust them to the finished pavement elevation. The pavement must be saw cut full depth in a 5' x 5' diamond shape to create a clean pavement edge to pour concrete against.

The excavated area around the manholes shall be filled with Class PP-1 or PP-2 concrete at a minimum depth of 10".

All frame adjustments shall be accomplished using the procedures outlined in the Standard Specifications and as directed in the Specials Provisions herein. Any shims needed to adjust any frame shall be of solid flat steel with dimensions of 2" in width and 2" in length with uniform thickness. The frame will be set to grade using steel shims and without disturbing the adjustment; the frame will then be lifted off and set aside. A full bed of mortar will be placed on the structure between the adjusting shims, which shall form a solid masonry bond between the adjusting ring or structure. The frame shall be set back into place in a method not to damage the bed of mortar.

All manholes called out for adjustment will be removed down to the top of the cone section, covered with a steel plate and backfilled before HMA SURFACE REMOVAL starts. The manholes will be adjusted to final grade after the final surface is placed.

This work shall be paid for at the contract unit price per EACH for MANHOLES TO BE ADJUSTED (SPECIAL).

ITEM #X6026051: SANITARY MANHOLE TO BE RECONSTRUCTED
This item is for the reconstruction of sanitary manholes in effort to maintain watertight construction and will be done with the following provisions, in accordance with Section 602 of the Standard Specifications for Road and Bridge Construction and DeKalb Sanitary District requirements.

Sanitary sewer manholes shall have frame/chimney seal, as shown in the detail of the plans, or heat-activated shrink-wrap encapsulating manhole frame and adjusting area, incidental to this item. The following will be acceptable:

1. Canusa - CPS Wrapid Seal
2. Internal Adaptor Seal Ring as supplied by Sidener Supply of Belvidere, IL, (800) 892-5396.

Prior to the milling operation, the Contractor shall remove the existing cone section and install a new concrete cone section. Contractor shall place a suitable metal plate over the new cone section of the manhole and backfill the area with a temporary hot-mix or cold-mix asphalt mixture. The Contractor shall then complete the milling and placement of all HMA lifts.

After placing the surface course, the Contractor will reinstall the frames and lids and adjust them to the finished pavement elevation. The pavement must be saw cut full depth in a 5' x 5' diamond shape to create a clean pavement edge to pour concrete against.

The excavated area around the manholes shall be filled with Class PP-1 or PP-2 concrete at a minimum depth of 10". This includes areas outside of the concrete diamonds, that were excavated for placement of the precast cone.

All frame adjustments shall be accomplished using the procedures outlined in the Standard Specifications and as directed in the Special Provisions herein. Any shims needed to adjust any frame shall be of solid flat steel with dimensions of 2" in width and 2" in length with uniform thickness. The frame will be set to grade using steel shims and without disturbing the adjustment; the frame will then be lifted off and set aside. A full bed of mortar will be placed on the structure between the adjusting shims, which shall form a solid masonry bond between the adjusting ring or structure. The frame shall be set back into place in a method not to damage the bed of mortar.

All manholes called out for adjustment or will be removed down to the top of the cone section, covered with a steel plate and backfilled before HMA SURFACE REMOVAL starts. The manholes will be adjusted to final grade after the final surface is placed.

This work shall be paid for at the contract unit price per EACH for SANITARY MANHOLES TO BE RECONSTRUCTED.

ITEM #X7010216: TRAFFIC CONTROL AND PROTECTION, (SPECIAL)
This shall be performed in accordance with Section 701 of the Standard Specifications insofar as applicable. This item includes providing and maintaining all signs, barricades, flashers, sandbags, and flagmen to implement traffic control in accordance with the Manual on Uniform Traffic Control Devices, latest edition; and, to implement necessary job safety warnings with proper barricades, cones and snow fences around trenches, equipment and new concrete or asphalt work.

The Contractor shall coordinate all traffic control work. When directed by the Engineer, the Contractor shall remove all traffic control devices, which were installed and maintained under this Contract. Such devices shall remain the property of the Contractor. No caution tape or ribbon will be allowed to mark off areas. Areas needing to be blocked off must be protected using proper methods outlined in the MUTCD.

The Contractor shall ensure that all traffic control devices installed are operational 24 hours a day, including Sundays and holidays.

The Contractor shall provide 24-hour contact information to receive notification of any traffic control deficiencies and shall dispatch workers, materials, and equipment to correct any such deficiencies. The Contractor shall respond to any call from the Department of Public Works concerning any request for improving or correction of traffic control devices and begin making requested repairs within two (2) hours from the time of notification.

This item of work will be incidental to the contract as agreed upon to furnish and implement all the conditions for Traffic Control and Protection for associated project work.

TRAFFIC CONTROL PLAN
All roads shall be kept open to traffic. All signs, except those referring to daily lane closures, shall be post mounted in accordance with Standard 701901 for all projects that exceed a four-day duration. There shall be no weekend lane closures. Construction signs referring to daytime lane closures during working hours shall be removed, covered or turned away from the view of the motorists during non-working hours.

The Contractor shall furnish, erect, maintain and remove all signs, barricades, flaggers and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the Engineer and in accordance with the applicable parts of Section 701 of the Standard Specifications.

The Contractor shall notify the City of DeKalb, Local Fire and Police Departments, and adjacent property owners a minimum of 5 days prior to closing any portion of adjacent streets or alleys.

Traffic Control shall be according to the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the National Manual on Uniform Traffic Control Devices for Streets and Highways, Illinois Supplement to the National Manual on Uniform Traffic Control Devices, these special provisions, and any special details and Highway Standards contained herein and in the plans.

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control.

Standards:

701501 701801 701901

General:

Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

Signs:

No bracing shall be allowed on post-mounted signs.

"BUMP" (W8-1(O)48) signs shall be installed as directed by the Engineer.

All regulatory signs shall be maintained at a 5-foot minimum bottom (rural), 7 feet minimum (urban).

Plate altering signs shall have the same sheeting as the base sign.

No more than one (1) plate shall be used to alter a sign.

Any post stubs without a sign in place and visible shall have a reflector placed on each post.

Devices:

Cones or reflectorized cones shall not be used during hours of darkness.

A minimum of 3 drums spaced at 4 feet shall be placed at each return when the sideroad is open.

On all standards, and the devices listed in Section 701 of the Standard Specifications, the device spacing shall be revised to the following dimensions:

Where the spacing shown on the standard is 25 feet, the devices shall be placed at 20 feet.
Where the spacing shown on the standard is 50 feet, the devices shall be placed at 40 feet.
Where the spacing shown on the standard is 100 feet, the devices shall be placed at 80 feet.

Direction Indicator Barricades shall exclusively be used in lane closure tapers. They shall be used only when traffic is being merged with an adjacent through lane or shifted onto a median crossover. Taper shall not be broken for a side street or commercial entrance.

Lights:

Steady burn mono-directional lights are required on devices delineating a widening trench.

Flagger at Sideroads and Commercial Entrances:

Effective: August 1, 2011

Flaggers shall comply with all requirements contained in the Department's "Flagger Handbook" dated September 2011. The flagger equipment listed for flaggers employed by the Illinois Department of Transportation shall apply to all flaggers.

All workers and flaggers shall wear ANSI Class E pants and an ANSI Class 2 vest that in combination meet the requirements of ANSI/ISEA 107 2004 for Conspicuity Class 3 garments during hours of darkness.

MAINTENANCE OF TRAFFIC
The maintenance of traffic on the project shall be as follows:

701501-06 701801-06 701901-08

Lane and road closures, the conveyance of thru and local traffic within, and around the construction zones shall be provided in accordance with the use of the above-referenced Highway Standards as directed by the Engineer. Except as otherwise provided herein, the Contractor shall provide at least one entrance/exit point to the commercial and residential properties at all times. The Contractor shall submit his/her proposed sequence of operations and any necessary revisions to the Engineer for approval before actual construction operations begin.

All traffic control devices and barricades throughout the project shall remain in place until the entire project location is substantially complete, or as otherwise directed by the Engineer. Any traffic control signage to remain in place longer than seven (7) days shall be post mounted.

Driveways:

Except where the plans expressly authorize temporary complete closures, the Contractor shall keep driveways open to local traffic by keeping at least half of the width of said driveway open or by providing access at a temporary location, as approved by the Engineer. The Contractor shall provide and maintain access to commercial and private properties abutting the roadway being improved in accordance with Article 107.09 of the Standard Specifications. Access to commercial property shall at no time be shut off completely except as expressly authorized in the plans or as directed by the Engineer.

Removing and Resetting Traffic Signs:

This work shall consist of the removal, relocation, and resetting of traffic signs which interfere with construction operations. This work shall also include the removal, relocation, and resetting of existing wood signs, delineators and other miscellaneous signs which interfere with construction operations. This work shall be performed in accordance with the applicable portions of Article 107.25 of the Standard Specifications and as directed by the Engineer. The Contractor shall remove, temporarily relocate and/or permanently reset existing signs which interfere with the construction operations. This work will not be paid for separately but shall be included in the contract lump sum price of TRAF CONT & PROT SPL. The Engineer will determine which signs will be removed, temporarily relocated and permanently reset.

Brooming Roadway:

All traffic lanes which are closed to through traffic during construction shall be broomed or swept free of all loose gravel or construction debris before the traffic lane is reopened to traffic. All roadway surface conditions shall be approved by the Engineer before they are opened to traffic. This work will not be paid for separately but shall be considered included in the Contractor's scope of work.

This work shall be paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL &

PROTECTION, (SPECIAL).

ITEM #Z0004005 FIBER ASPHALT
Attached are the technical specifications for FIBER ASPHALT which shall govern for all work.

This work shall be paid for at the contract unit price per POUND (LB) of FIBER ASPHALT.

BDE SPECIAL PROVISIONS
For the January 20, 2023 and March 10, 2023 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

	File Name	#		Special Provision Title	Effective	Revised
	80099	1	☐	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	☐	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	☐	Automated Flagger Assistance Device	Jan. 1, 2008	
	80173	4	☐	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	☐	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
	80436	6	☐	Blended Finely Divided Minerals	April 1, 2021	
*	80241	7	☐	Bridge Demolition Debris	July 1, 2009	
*	5053I	8	☐	Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	5026I	9	☐	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80384	10	☑	Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11	☐	Completion Date (via calendar days)	April 1, 2008	
*	80199	12	☐	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80261	13	☐	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	14	☐	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
*	80029	15	☐	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	16	☐	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80447	17	☐	Grading and Shaping Ditches	Jan. 1, 2023	
	80433	18	☐	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443	19	☐	High Tension Cable Median Barrier Removal	April 1, 2022	
	80446	20	☐	Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	
	80438	21	☐	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80045	22	☐	Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80441	23	☑	Performance Graded Asphalt Binder	Jan. 1, 2023	
*	3426I	24	☐	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80445	25	☑	Seeding	Nov. 1, 2022	
	80340	26	☐	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	27	☐	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	28	☐	Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	29	☑	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437	30	☑	Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
	80435	31	☐	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410	32	☐	Traffic Spotters	Jan. 1, 2019	
*	20338	33	☐	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	34	☐	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	35	☑	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80440	36	☐	Waterproofing Membrane System	Nov. 1, 2021	
	80302	37	☐	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80427	38	☑	Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071	39	☐	Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions have been deleted from use.

File Name	Special Provision Title	Effective	Revised
5048I	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5049I	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010

The following special provisions are in the 2023 Supplemental Specifications and Recurring Special Provisions.

File Name	Special Provision Title	New Location(s)	Effective	Revised
80293	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	Articles 540.04 & 540.06	April 1, 2012	July 1, 2016
80311	Concrete End Sections for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	April 1, 2016
80422	High Tension Cable Median Barrier	Articles 644.02, 644.05, 782.01, 782.04, 782.07 & 1097.02	Jan. 1, 2020	Jan. 1, 2022
80442	Hot-Mix Asphalt	Articles 1030.09 & 1030.10	Jan. 1, 2022	Aug. 1, 2022
80444	Hot-Mix Asphalt – Patching	Errata – Article 442.08(b)	April 1, 2022	
80411	Luminaires, LED	Articles 801.05(a), 821.02(d), 821.03, 821.08 & 1067.01-1067.06	April 1, 2019	Jan. 1, 2022
80418	Mechanically Stabilized Earth Retaining Walls	Articles 1003.07 & 1004.06	Nov. 1, 2019	Nov. 1, 2020
80430	Portland Cement Concrete – Haul Time	Article 1020.11(a)(7)	July 1, 2020	
80395	Sloped Metal End Section for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2018	
80318	Traversable Pipe Grate for Concrete End Sections	Articles 540.04, 540.07, 540.08 & 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	Jan. 1, 2018

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017
Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

"(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

(1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.

(2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.

(3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

Revise Article 107.40(c) of the Standard Specifications to read:

"(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

(1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

(2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

(3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

(1) When adverse weather prevents work on the controlling item.

(2) When job conditions due to recent weather prevent work on the controlling item.

(3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.

(4) When delays caused by utility or railroad adjustments prevent work on the controlling item.

(5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.

(6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

"(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited."

Add the following to Section 109 of the Standard Specifications.

"**109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

(a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to $5,000,000	One Project Superintendent
Over $ 5,000,000 - up to $25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over $25,000,000 - up to $50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over $50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

80384

PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

"**1032.05 Performance Graded Asphalt Binder.** These materials will be accepted according to the Bureau of Materials Policy Memorandum, "Performance Graded Asphalt Binder Qualification Procedure." The Department will maintain a qualified producer list. These materials shall be free from water and shall not foam when heated to any temperature below the actual flash point. Air blown asphalt, recycle engine oil bottoms (ReOB), and polyphosphoric acid (PPA) modification shall not be used.

When requested, producers shall provide the Engineer with viscosity/temperature relationships for the performance graded asphalt binders delivered and incorporated in the work.

(a) Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 "Standard Specification for Performance Graded Asphalt Binder" for the grade shown on the plans and the following.

Test	Parameter
Small Strain Parameter (AASHTO PP 113) BBR, ΔTc, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5 °C min.

(b) Modified Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 "Standard Specification for Performance Graded Asphalt Binder" for the grade shown on the plans.

Asphalt binder modification shall be performed at the source, as defined in the Bureau of Materials Policy Memorandum, "Performance Graded Asphalt Binder Qualification Procedure."

Modified asphalt binder shall be safe to handle at asphalt binder production and storage temperatures or HMA construction temperatures. Safety Data Sheets (SDS) shall be provided for all asphalt modifiers.

(1) Polymer Modification (SB/SBS or SBR). Elastomers shall be added to the base asphalt binder to achieve the specified performance grade and shall be either a styrene-butadiene diblock, triblock copolymer without oil extension, or a styrene-butadiene rubber. The polymer modified asphalt binder shall be smooth, homogeneous, and be according to the requirements shown in Table 1 or 2 for the grade shown on the plans.

Table 1 - Requirements for Styrene-Butadiene Copolymer (SB/SBS) Modified Asphalt Binders		
Test	Asphalt Grade SB/SBS PG 64-28 SB/SBS PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SB/SBS PG 76-22 SB/SBS PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

Table 2 - Requirements for Styrene-Butadiene Rubber (SBR) Modified Asphalt Binders		
Test	Asphalt Grade SBR PG 64-28 SBR PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SBR PG 76-22 SBR PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
Toughness ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	110 (12.5) min.	110 (12.5) min.
Tenacity ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	75 (8.5) min.	75 (8.5) min.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	40 min.	50 min.

(2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient

grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois Modified AASHTO T 27 "Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates" or AASHTO PP 74 "Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method", a 50 g sample of the GTR shall conform to the following gradation requirements.

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 µm)	95 ± 5
No. 50 (300 µm)	> 20

GTR modified asphalt binder shall be tested for rotational viscosity according to AASHTO T 316 using spindle S27. GTR modified asphalt binder shall be tested for original dynamic shear and RTFO dynamic shear according to AASHTO T 315 using a gap of 2 mm.

The GTR modified asphalt binder shall meet the requirements of Table 3.

Table 3 - Requirements for Ground Tire Rubber (GTR) Modified Asphalt Binders

Test	Asphalt Grade GTR PG 64-28 GTR PG 70-22	Asphalt Grade GTR PG 76-22 GTR PG 76-28 GTR PG 70-28
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

(3) Softener Modification (SM). Softener modification is the addition of organic compounds, such as engineered flux, bio-oil blends, modified vegetable oils, glycol amines, and fatty acid derivatives, to the base asphalt binder to achieve the specified performance grade. Softeners shall be dissolved, dispersed, or reacted in the asphalt binder to enhance its performance and shall remain compatible with the asphalt binder with no separation. Softeners shall not be added to modified PG asphalt binder as defined in Articles 1032.05(b)(1) or 1032.05(b)(2).

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the softening compound as well as the softener modified

asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged softener modified binder, and 40-hour PAV aged softener modified binder. The ATR-FTIR shall be collected in accordance with Illinois Test Procedure 601. The electronic files spectral files (in one of the following extensions or equivalent: *.SPA, *.SPG, *.IRD, *.IFG, *.CSV, *.SP, *.IRS, *.GAML, *.[0-9], *.IGM, *.ABS, *.DRT, *.SBM, *.RAS) shall be submitted to the Central Bureau of Materials.

Softener modified asphalt binders shall meet the requirements in Table 4.

Table 4 - Requirements for Softener Modified Asphalt Binders	
Test	Asphalt Grade SM PG 46-28 SM PG 46-34 SM PG 52-28 SM PG 52-34 SM PG 58-22 SM PG 58-28 SM PG 64-22
Small Strain Parameter (AASHTO PP 113) BBR, ΔTc, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5°C min.
Large Strain Parameter (Illinois Modified AASHTO T 391) DSR/LAS Fatigue Property, Δ|G*|peak τ, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	≥ 54 %

The following grades may be specified as tack coats.

Asphalt Grade	Use
PG 58-22, PG 58-28, PG 64-22	Tack Coat"

Revise Article 1031.06(c)(1) and 1031.06(c)(2) of the Standard Specifications to read:

"(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin ABR shall not exceed the amounts listed in the following table.

HMA Mixtures - RAP/RAS Maximum ABR % 1/ 2/			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface 3/
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.

(2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

HMA Mixtures - FRAP/RAS Maximum ABR % 1/ 2/			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface 3/
30	55	45	15
50	45	40	15
70	45	35	15
90	45	35	15
SMA	- -	- -	25
IL-4.75	- -	- -	35

1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

3/ The maximum ABR percentages for GTR modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes."

Add the following to the end of Note 2 of Article 1030.03 of the Standard Specifications.

"A dedicated storage tank for the ground tire rubber (GTR) modified asphalt binder shall be provided. This tank shall be capable of providing continuous mechanical mixing throughout and/or recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ±0.40 percent."

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017
Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

"This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than $10,000	25%
$10,000 to less than $20,000	20%
$20,000 to less than $40,000	18%
$40,000 to less than $60,000	16%
$60,000 to less than $80,000	14%
$80,000 to less than $100,000	12%
$100,000 to less than $250,000	10%
$250,000 to less than $500,000	9%
$500,000 to $750,000	8%
Over $750,000	7%"

80391

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021
Revised: November 1, 2022

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

"STATEMENTS AND PAYROLLS

The payroll records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, and the worker's starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at https://lcptracker.com/. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

STATE CONTRACTS. Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

"3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx. Payrolls shall be submitted in the format prescribed by the IDOL.

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an

identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at https://lcptracker.com/. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

80437

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021
Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

"The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations."

80439

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports ..... 1106.02"

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

"For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer's specifications."

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

"**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer's self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device."

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

"**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019."

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

"(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis."

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

During the contracting phase of this project, the Contractor shall contact Fehr Graham to determine the extent of the agencies that shall be named as additionally insured on this project. At a minimum, the following shall be named: the City of DeKalb,Fehr Graham, and all other agencies and representatives on-site under the direction of those entities shall be listed.

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets
SPECIAL PROVISION
FOR
LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA
Effective: January 1, 2022

Replace the first five paragraphs of Article 1030.06 of the Standard Specifications with the following:

"**1030.06 Quality Management Program.** The Quality Management Program (QMP) will be Quality Control / Quality Assurance (QC/QA) according to the following."

Delete Article 1030.06(d)(1) of the Standard Specifications.

Revise Article 1030.09(g)(3) of the Standard Specifications to read:

"(3) If core testing is the density verification method, the Contractor shall provide personnel and equipment to collect density verification cores for the Engineer. Core locations will be determined by the Engineer following the document "Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations" at density verification intervals defined in Article 1030.09(b). After the Engineer identifies a density verification location and prior to opening to traffic, the Contractor shall cut a 4 in. (100 mm) diameter core. With the approval of the Engineer, the cores may be cut at a later time."

Revise Article 1030.09(h)(2) of the Standard Specifications to read:

"(2) After final rolling and prior to paving subsequent lifts, the Engineer will identify the random density verification test locations. Cores or nuclear density gauge testing will be used for density verification. The method used for density verification will be as selected below.

Density Verification Method	
☐	Cores
☒	Nuclear Density Gauge (Correlated when paving ≥ 3,000 tons per mixture)

Density verification test locations will be determined according to the document "Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations". The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800 m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day's paving will be less than the prescribed density testing interval, the length of the day's paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the

density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

If nuclear density gauge testing is the density verification method, the Engineer will conduct nuclear density gauge tests. The Engineer will follow the density testing procedure detailed in the document "Illinois Modified ASTM D 2950, Standard Test Method for Density of Bituminous Concrete In-Place by Nuclear Method".

A density verification test will be the result of a single core or the average of the nuclear density tests at one location. The results of each density test must be within acceptable limits. The Engineer will promptly notify the Contractor of observed deficiencies."

Revise the seventh paragraph and all subsequent paragraphs in Section D. of the document "Hot-Mix Asphalt QC/QA Initial Daily Plant and Random Samples" to read:

"Mixtures shall be sampled from the truck at the plant by the Contractor following the same procedure used to collect QC mixture samples (Section A). This process will be witnessed by the Engineer who will take custody of the verification sample. Each sample bag with a verification mixture sample will be secured by the Engineer using a locking ID tag. Sample boxes containing the verification mixture sample will be sealed/taped by the Engineer using a security ID label."

DETECTABLE WARNING SPECIFICATION

10 GAUGE GALVANIZED STEEL WET-SET DETECTABLE WARNING TILE

Description
Specifications for furnishing and installing **Wet-Set Galvanized Steel** (tactile) tiles in an in-line dome pattern, embedded in curb ramps and walking surfaces at the dimensions shown on drawings as directed by the engineer of record.

Materials
Wet-Set, G90 Galvanized Steel (tactile) **shall be** manufactured using 10 gauge material.

10 gauge material shall be from the United States of America.

Galvanized Steel (tactile) **shall be** made in the United States of America.

Galvanized Steel (tactile) **shall be** powder coated to comply with proposed color.

Color
Contractor must verify with City of DeKalb prior to ordering.

Physical Characteristic
Galvanized Steel (tactile) tiles **shall be** 10 gauge.

Raised truncated domes shall have a diameter of **0.91",** a height of **0.2",** and a center to center spacing of **2.35" to 2.40".**

Wet-Set Galvanized Steel (tactile) tiles shall feature stainless steel #14 tamper resistant screws with embedded 1.75" self-threading corrosion resistant composite anchor.

Anchor attachment **shall be** flush with the bottom side of the tile. Anchor attachment points extending below the bottom side of the tile **shall not** be permitted.

Must Comply With The Following
Americans with Disability Act (ADA) (42 U.S.C. 12101 et seq.) Accessibility Guidelines (ADAAG) for Public Rights - of - Way (July26, 2011)

ISO 23599:2012-03-01 Assistive products for the blind and vision impaired persons- Tactile Walking Surface Indicators

Federal Highway Administration, 23 U.S.C. & 313- Buy America; 23 C.F.R. & 635.410

American Recovery and Reinvestment Act of 2009, Section 1605- Buy America

Federal Transit Administration, 49 U.S.C & 532(j); 49 C.F.R. Part 661

Fiber-Reinforced Asphalt Cement Concrete

Division 32 – Exterior Improvements
32 12 16.27 Fiber Reinforced Asphalt Paving

Part 1 General

1.1 Section Includes
- A. Fiber reinforcement for asphalt cement concrete

1.2 Related Sections
- A. Section 32 12 16 Asphalt Paving
- B. Section 32 12 19 Asphalt Paving Wearing Courses

1.3 References
- A. American Society for Testing and Materials (ASTM)
    1. To be determined or from other sections reference
- B. National Asphalt Paving Association
    1. To be determined or from other sections reference

1.4 Submittals
- A. Submit copies of manufacturer's literature for fibers including:
    1. Product data
    2. Brochures
    3. Written instructions to suppliers
    4. Written instructions to installers
    5. Material Safety Data Sheets (MSDS).
- B. Submit copies of a certificate prepared by asphalt material supplier, stating that the specified fibers were added to each batch of asphalt delivered to the project site. Each certificate should be accompanied by one copy of each batch delivery ticket indicating product name, manufacturer and quantity of fiber-reinforcement added to each asphalt load.

1.5 Quality Assurance
- A. Fiber manufacturer to provide technical assistance from design through construction for use of fiber reinforcement.

1.6 Delivery, Storage, and Handling
- A. Deliver fiber-reinforcement in sealed, undamaged containers with labels intact and legible, indicating material name and lot number.
- B. Deliver fiber-reinforcement to location where it will be added to each batch or loaded into the mixer.
- C. Store materials covered and off the ground. For ease of handling, do not allow boxes to become wet.

Fiber-Reinforced Asphalt Cement Concrete

Part 2 Products

2.1 Manufacturer

2.2 Materials

A. HMA fiber reinforcement with virgin polyolefins and virgin aramids.

B. Fiber Reinforcement: Fibers with the following typical physical properties:

1. Nominal Specific Gravity (Bulk Relative Density): 0.91 and 1.44
2. Nominal Material Types: Virgin Polyolefins and Virgin Aramid
3. Maximum Length: 0.75 inch
4. Match fiber blend of materials to application installation types:
    i. Hot Mix Asphalt is designated blend HMA

2.3 Batching and Mixing

A. To avoid the formation of fiber balls or not mixed fibers, add sealed plastic bags of fibers into the mixer.

B. Add fiber-reinforcement at 1.0 pound per ton.

C. Order product for Pug Mill Mixers for minimum batch size regarding tons per batch to pounds per bag of product.

D. Order product for Drum Type Mixers and the anticipated production rate of tons per hour (typically seconds per ton, dosage timing) regarding 1-pound per bag of product.

E. Order fiber reinforcement materials for 1 pound per ton of asphalt materials and allowing for overages, mock-ups, production, and occasional errors based on your experience.

2.4 Pug Mill Mixers and Mixing Operations

A. Ensure adequate start, stop, and dosage change information is easily communicated between batch control operations and fiber addition activities.

B. Add complete bags of fibers just before aggregate is discharged into the pug mill mixer.

C. Immediately before or immediately after the dried aggregate is added to the pug mill, the bags of fibers should be added and discharged into the pug mill with the aggregate.

D. Add complete bags of fibers at the general nominal batch size agreed to by operations and mixture design specifications.

E. Do NOT open the bags and add or discharge into the pug mill.

F. Dry mixing proceeds for the standard length of time as specified in the mixture design specifications.

G. The proper quantity of bitumen (asphalt cement, liquid) is added to the pug mill and wet mixing proceeds for the standard length of time as specified in the design mixture specifications.

H. The asphalt batch is accumulated and discharged normally.

I. The asphalt batch is discharged to a haul vehicle or storage.

2.5 Drum Type Mixers and Mixing Operations

A. Ensure adequate start, stop, and rate change information is easily communicated between drum control operations and fiber addition activities.

B. Add complete bags of fiber at a point in the mixing process after fines collection and before the addition of liquid asphalt.

C. Add fibers after the fines collection to ensure the fibers do not clog filters.

D. Add fibers before the liquid asphalt addition.

E. Add complete bags of fibers at the general nominal rate agreed to by operations and mixture design specifications.

F. Do NOT open the bags at any point in the loading process.
G. Mixing should proceed for the standard length of time as specified in the mixture design specifications.
H. The proper quantity of bitumen (asphalt cement, liquid) is added to the drum and wet mixing proceeds for the standard length of time as specified in the mixture design specifications.
I. The asphalt batch is accumulated and discharged normally.
J. The asphalt batch is discharged to a haul vehicle or storage.

Part 3 Execution

3.1 Placement
A. Discharge fiber reinforced asphalt cement concrete into locations as directed and in accordance with the project.
B. Place asphalt cement concrete in accordance with provision of other Sections and with additional instructions as follows.
C. Avoid over-using long tine rakes or other tools that will align fibers or disrupt the homogeneous, uniform 3-dimensional, fiber dispersion when moving asphalt cement concrete.
D. Using a lute, "come along", or a flat tined pitch-fork (potato-fork) may be useful for moving asphalt cement concrete.
E. Remove any observed fiber balls from mixture if they occur.
F. Adjust operations regarding any observed fiber balls.

3.2 Compaction
A. Verify timing for initial and final compaction on more than a visual determination.
B. Hand Compaction/Finishing: use appropriate tools as required.

3.3 Schedules
A. Use fiber-reinforced asphalt cement concrete in these locations scheduled as follows:
    1. HMA fibers: See Typical Sections

END OF SECTION



LEGEND

- MILL & PLACE HOT-MIX ASPHALT PAVEMENT (SEE TYPICAL SECTION)
- ADA RAMPS TO BE REMOVED AND REPLACED
- MANHOLE

N
W E
S

100 0 100 FEET
GRAPHIC SCALE IN FEET

DEKALB STREETS 2023
SITE LOCATION MAP
CITY OF DEKALB

02/23/23

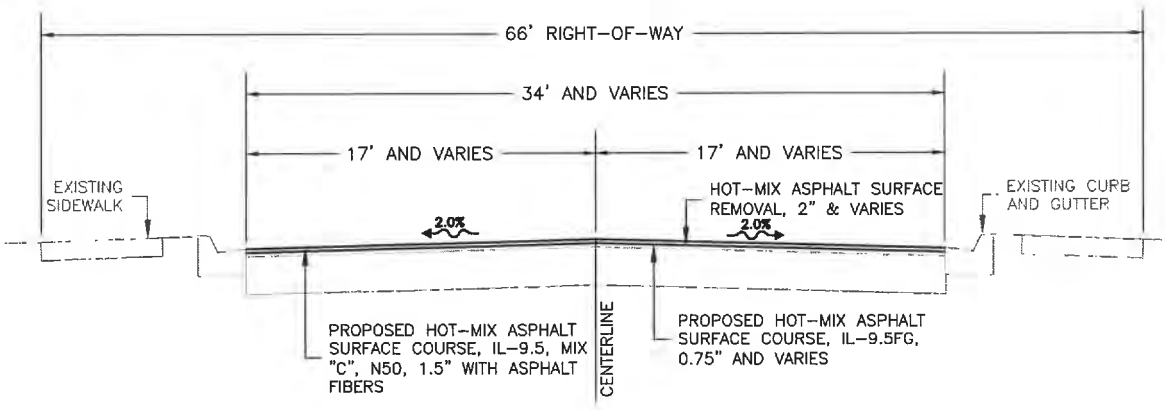
FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003525

ILLINOIS
IOWA
WISCONSIN

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G:\C3D\23\23-133\Exhibits\23-133 EXHIBIT.dwg, Street Improvements
PLOT DATE: 2/23/23

LUCERNE LANE
(FROM SOUTH 4TH STREET TO SOUTH 7TH STREET)



TYPICAL SECTION
23-133 CDBG BID
PACKAGE #1

02/23/23

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PLOT DATE: 2/22/23

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Res 2023-062

ADDENDUM NO. 1

CITY OF DEKALB
Lucerne Ln Resurf/ADA Imps
Quest eBidDoc # 8472797
DeKalb, IL
April 18, 2023

This Addendum shall include the following Clarification and Modifications to the contract documents.

Clarification:

1. Relative to the Notice to Contractors (page 14 of the City of DeKalb Contract Compliance Package) there will not be a mandatory pre-bid meeting for this project.

Modifications:

2. BLR 11310 Speical Provisions has been modified to reflect a BASE BID and a mandatory ALTERNATE BID #1: it is a part of the bid documents and is attached to this Addendum No. 1. Please refer to and use the attached BLR 11310 Special Provisions when preparing and submitting your bid.
    a. Base Bid – consists of improvements along Lucerne Lane and Ball Avenue from S. 4th Street to S. 7th Street. Improvements include HMA pavement removal / replacement, concrete sidewalk and curb removal / replacement, ADA ramp installations, manhole adjustments / reconstructions and thermoplastic striping.
    b. Alternate Bid #1(mandatory) - consists of improvements along Ball Avenue from S. 4th Street to S. 7th Street. Improvements include concrete sidewalk and curb removal / replacement, ADA ramp installations, and class D patching.

3. BLR 12200 Local Public Agency Formal Contract Proposal has been modified to reflect a bid opening time/date of 2:00 PM on 04/26/23: it is a part of the bid documents and is attached to this Addendum No. 1. Please refer to and use the attached BLR 12200 Local Public Agency Formal Contract Proposal when preparing and submitting your bid.

4. BLR 12201 Schedule of Prices has been modified to reflect a BLR 12201 Schedule of Prices BASE BID and a BLR 12201 Schedule of Prices mandatory ALTERNATE BID #1: they are a part of the bid documents are are attached to this Addendum No. 1. Please refer to and used the attached BLR 12201 Schedule of Prices BASE BID and BLR 12201 Schedule of Prices mandatory ALTERNATE BID #1 when preparing and submitting your bid.

5. City of DeKalb Contract Compliance Package Section 4.12 Bid Security: has been modified to read as follows:

    Unless this section is completely crossed out, each bid shall be accompanied by a bid security in the amount of **5%** 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.

This Addendum consists of twenty (20) pages.

The following Addendum Signature Page must be returned with the Contractors bid.

This ends the requirements of this addendum.

This Addendum No. 1 has been prepared by:

Brock Sutton

Contractor's Acknowledgement:

Curran Contracting Company
Firm Name (please print)

Evangeline Sanchez
Acknowledged by (please sign and print)
Evangeline Sanchez, Estimating Coordinator

END OF ADDENDUM NO. 1

Illinois Department of Transportation

Special Provisions

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Herein after the terms "Owner", "City", or "Engineer" shall mean the City of DeKalb or its designated representative and the term "Contractor" shall mean the entity who proposes to perform the work herein described or its designated subcontractors.

SCOPE OF WORK

BASE BID
This project consists of improvements along Lucerne Lane and Ball Avenue from S. 4th Street to S. 7th Street. Improvements include HMA pavement removal / replacement, concrete sidewalk and curb removal / replacement, ADA ramp installations, manhole adjustments / reconstructions and thermoplastic striping.

ALTERNATE BID #1
This mandatory alternate bid #1 consists of improvements along Ball Avenue from S. 4th Street to S. 7th Street. Improvements include concrete sidewalk and curb removal / replacement, ADA ramp installations, and class D patching.

AWARDING CRITERIA
The contract will be awarded based on the base bid only. Alternate Bids will be awarded at the discretion of the City of DeKalb. Alternates will only be awarded to the same contractor that is awarded the base bid. The City of DeKalb reserves the right to reject any and all bids.

START / COMPLETE DATE
All work shall be completed by July 14th, 2023.

CONSTRUCTION INSPECTION
Any work performed without the presence of a City designated representative to inspect said construction will not be accepted for payment as directed by the Engineer. The Contractor shall notify the Engineer a minimum of 24 hours in advance of the start of construction or the continuation of construction following a pause in work.

CONSTRUCTION STAKING/LAYOUT
The Engineer will provide locations of project limits on each street prior to the start of construction. Limits will be painted “white”.

Some construction layout will be provided for the contractor's reference, a benchmark will be provided at each corner and limits marked out for removal. However, the contractor is responsible to complete the work as per the provided plans, details, and specifications. All work, especially ADA ramp construction, is to be completed to meet all local, state, and federal requirements related to the Americans with Disabilities Act.

EXISTING UTILITIES AND DRAINAGE STRUCTURES LOCATIONS
The City of DeKalb does not guarantee the completeness or accuracy of the information shown on the

plans (if applicable) and or specifications (where applicable) regarding location of existing utilities. The contractor shall make his own investigation to verify or determine the existence, nature and location of all utilities on the site that may interfere with construction before starting his operations. The Contractor shall report to the Engineer any omissions or differences in location from that shown on the plans. Care should be taken while working near these utilities to prevent their damage.

J.U.L.I.E.
The contractor shall notify J.U.L.I.E. (1-800-892-0123) prior to construction so that each utility company can stake out any underground improvements that they have which may interfere with the proposed construction.

PREVAILING WAGE REQUIREMENTS
In accordance with the Public Act 94-0515, the Contractor shall be responsible for the following requirements:

Maintain records for three (3) years of all laborers or workers employed on this project including their name, address, phone number, social security number, classification, hourly wages paid in each pay period, and the number of hours worked each day.

Submit these records to the city clerk in either hard copy or electronically.

Certify in writing these records are true and accurate; that the rate paid is not less than the Applicable Prevailing Wage.

These records shall be made available for inspection by the Illinois Department of Labor on two (2) business days' notice.

The Contractor shall note that filing a false Certified Payroll is a class B misdemeanor.

GENERAL NOTES
This project shall be constructed in accordance with the plans, specifications, and as detailed below:

Unless otherwise directed in the plans and specifications, at no time shall more than half of the street be under construction. This construction includes structure adjustments, reconstruction, any concrete work in or adjacent to the street, milling, paving, and operations.

The City of DeKalb requires all vendors to maintain a professional working environment at all times. Representatives of the general contractor (including all sub-contractors) are required to treat members of the general public, City of DeKalb employees/elected officials, and other agents of the City with the utmost respect and courtesy at all times. Profanity, intimidation, the use of racial or ethnic slurs, or any other harassment of the general public and representatives of DeKalb is strictly prohibited.

For each documented incident involving the behavior described above, a fine of $1,500 will be assessed to the general contractor. Further, the employee or employees identified and involved in the incident shall be promptly removed and not allowed to return to work on the project.

All saw cuts required by the project shall be considered incidental to the contract.

ITEM #35800200 AGGREGATE BASE REPAIR
This work shall consist of the removal and replacement of any areas of insufficient base course found after milling operations. Areas will be designated by the Engineer. Insufficient base course shall be identified by

base thickness checks and proof rolling, as directed by the Engineer. The contractor shall notify the engineer 48 hours prior to any tests. Proof rolling shall be performed with a fully loaded six-wheeler. If the proof rolled material is deemed unsuitable, the unsuitable material shall be removed to the depth required for new aggregate base. The work shall include excavating and disposing of any surface mixes and base course, furnishing, placing, rolling, and blading 12" of Aggregate Base Course, Type B. The Aggregate Base Course shall include of 8" of CA-2 and 4" of CA-6 crushed limestone as well as the final base preparation for the HMA mixes. This work shall conform to sections 202, 351, 358, and 440 of the "Standard Specifications for Road and Bridge Construction" in Illinois, latest edition.

This work shall be paid for at the contract unit price per TON for AGGREGATE BASE REPAIR.

ITEM #42400200: PORTLAND CEMENT CONCRETE SIDEWALK 5"
This work consists of replacing ADA ramps and sidewalk locations indicated in the plans and as directed by the Engineer in accordance with Section 424 of the Standard Specification and in accordance with the Illinois Accessibility Code Standards.

Any variable height edge treatments not exceeding 8 inches, including side curb, and back curb along ADA ramps, sidewalk, and landings will be paid for at the contract unit price per SQUARE FOOT for PORTLAND CEMENT CONCRETE SIDEWALK 5".

Sidewalk forms shall be constructed of full depth material and struck off along the top edge of the forms.

Aggregate Base Course, Type B, 4" shall be used under all sidewalk and ADA ramp replacements. This work shall be considered incidental to PORTLAND CEMENT CONCRETE SIDEWALK 5".

Revise Article 424.08, Curb Ramps to include the following paragraph:

"Where the sidewalk abuts curb and gutter, the sidewalk shall be poured to full depth of the curb and gutter for a minimum width of 12 inches. No. 4 rebar shall be drilled and epoxied into the curb to restrict the new sidewalk from settling. No expansion joint will be placed at the curb and gutter but shall be placed at the top of the ramp where it meets the main walk. All new concrete walk shall be pinned to existing walk."

Revise Article 424.12, Basis of Payment, to read as follows:

"This work will be paid for at the contract until price per SQUARE FOOT for PORTLAND CEMENT CONCRETE SIDEWALK, 5", which price shall include all methods of curing and protective coating, required base course materials, expansion joints, rebar, variable height edge treatment at sidewalk ramps, variable height back curb around sidewalk landings, and any removal and disposal of subgrade and/or earth excavation to achieve the proper ADA requirements."

ITEM #42400800 DETECTABLE WARNINGS
This work shall be done in accordance with Section 424 of the Standard Specifications. See the attached technical specifications for DETECTABLE WARNINGS.

This work shall be paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNINGS.

ITEM #44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2'
This work shall be done in accordance with Section 440 of the Standard Specifications. Contractor shall mill 2" in depth at curb line and maintain existing crown in the roadway. Additional HMA surface course or binder course during paving operations to replace crown will not be paid for.

This work shall be paid for at the contract unit price per SQUARE YARD for HOT-MIX ASPHALT SURFACE REMOVAL, 2".

ITEM #60603800 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12
This work consists of the replacement of curb and gutter segments at locations indicated in the plans and as directed by the Engineer and shall be completed in accordance with Section 606 of the Standard Specifications. The type of curb is B-6.12 (See City of DeKalb Street Standard ST-100).

Aggregate Base Course, Type B 4" shall be used under all new combination concrete curb and gutter. The cost of the aggregate base course shall be included in the cost of this pay item.

Revise Article 606.04 Excavation, to include the following paragraph:

"No additional compensation will be made for over excavation in depth due to operator error, or unsuitable subgrade material. Contractor can pour extra concrete or place compacted aggregate back for the over excavation at their cost."

Revise Article 606.06 Placing Concrete to include the following paragraph:

"Whenever the curb construction is to be across a previously backfilled trench or excavation or across sub-grade of questionable stability, #4, (1/2") reinforcing bars shall be installed to adequately span the area of concern. All bars shall be long enough to extend over the areas of settled sub-grade, flanking the area of concern."

All Combination Curb and Gutter Sections shall be tied to existing curb with two #4 epoxy coated reinforcing tie bars.

Revise Article 606.13. Backfill, to include the following paragraphs:

"Restoration of disturbed HMA street areas in front of the curb line shall be prepared by squaring all edges to a uniform shape while maintaining a substantial base and filled with a HMA binder course to a level depending on thickness of overlay determined by the Engineer. The area shall then be cleaned, primed and a HMA surface course shall be placed. When the existing HMA surface is to be milled, the HMA surface course shall be omitted. The HMA binder and surface course patching shall be considered incidental to this pay item. "

"At locations of replaced curb at sidewalk ramps and in high volume pedestrian traffic, temporary HMA patching shall be placed and compacted in front of the curb to the proper grade directed by the Engineer."

Curing and protection and permanent and temporary pavement restoration will be considered incidental to this pay item. The cost of this work shall be included in the unit cost per FOOT for COMBINATION CONCRETE CURB AND GUTTER TB6.12.

ITEM # X6025600: MANHOLES TO BE ADJUSTED, (SPECIAL)
This work shall consist of adjusting frames and lids. This work shall be done according to the applicable portions of Section 603 of the Standard Specifications and the following:

Construction Requirements. Prior to the milling operation, the Contractor shall remove all frames and lids of manholes and clean all asphalt away from the manhole castings. After removal, the Contractor shall place a suitable metal plate over the manhole locations and backfill the area with a temporary hot-mix or cold-mix asphalt mixture. The Contractor shall then complete the milling and placement of all HMA lifts.

After placing the surface course, the Contractor will reinstall the frames and lids and and adjust them to the finished pavement elevation. The pavement must be saw cut full depth in a 5' x 5' diamond shape to create a clean pavement edge to pour concrete against.

The excavated area around the manholes shall be filled with Class PP-1 or PP-2 concrete at a minimum depth of 10".

All frame adjustments shall be accomplished using the procedures outlined in the Standard Specifications and as directed in the Specials Provisions herein. Any shims needed to adjust any frame shall be of solid flat steel with dimensions of 2" in width and 2" in length with uniform thickness. The frame will be set to grade using steel shims and without disturbing the adjustment; the frame will then be lifted off and set aside. A full bed of mortar will be placed on the structure between the adjusting shims, which shall form a solid masonry bond between the adjusting ring or structure. The frame shall be set back into place in a method not to damage the bed of mortar.

All manholes called out for adjustment will be removed down to the top of the cone section, covered with a steel plate and backfilled before HMA SURFACE REMOVAL starts. The manholes will be adjusted to final grade after the final surface is placed.

This work shall be paid for at the contract unit price per EACH for MANHOLES TO BE ADJUSTED (SPECIAL).

ITEM #X6026051: SANITARY MANHOLE TO BE RECONSTRUCTED
This item is for the reconstruction of sanitary manholes in effort to maintain watertight construction and will be done with the following provisions, in accordance with Section 602 of the Standard Specifications for Road and Bridge Construction and DeKalb Sanitary District requirements.

Sanitary sewer manholes shall have frame/chimney seal, as shown in the detail of the plans, or heat-activated shrink-wrap encapsulating manhole frame and adjusting area, incidental to this item. The following will be acceptable:

1. Canusa - CPS Wrapid Seal
2. Internal Adaptor Seal Ring as supplied by Sidener Supply of Belvidere, IL, (800) 892-5396.

Prior to the milling operation, the Contractor shall remove the existing cone section and install a new concrete cone section. Contractor shall place a suitable metal plate over the new cone section of the manhole and backfill the area with a temporary hot-mix or cold-mix asphalt mixture. The Contractor shall then complete the milling and placement of all HMA lifts.

After placing the surface course, the Contractor will reinstall the frames and lids and adjust them to the finished pavement elevation. The pavement must be saw cut full depth in a 5' x 5' diamond shape to create a clean pavement edge to pour concrete against.

The excavated area around the manholes shall be filled with Class PP-1 or PP-2 concrete at a minimum depth of 10". This includes areas outside of the concrete diamonds, that were excavated for placement of the precast cone.

All frame adjustments shall be accomplished using the procedures outlined in the Standard Specifications and as directed in the Special Provisions herein. Any shims needed to adjust any frame shall be of solid flat steel with dimensions of 2" in width and 2" in length with uniform thickness. The frame will be set to grade

using steel shims and without disturbing the adjustment; the frame will then be lifted off and set aside. A full bed of mortar will be placed on the structure between the adjusting shims, which shall form a solid masonry bond between the adjusting ring or structure. The frame shall be set back into place in a method not to damage the bed of mortar.

All manholes called out for adjustment or will be removed down to the top of the cone section, covered with a steel plate and backfilled before HMA SURFACE REMOVAL starts. The manholes will be adjusted to final grade after the final surface is placed.

This work shall be paid for at the contract unit price per EACH for SANITARY MANHOLES TO BE RECONSTRUCTED.

ITEM #X7010216: TRAFFIC CONTROL AND PROTECTION, (SPECIAL)
This shall be performed in accordance with Section 701 of the Standard Specifications insofar as applicable. This item includes providing and maintaining all signs, barricades, flashers, sandbags, and flagmen to implement traffic control in accordance with the Manual on Uniform Traffic Control Devices, latest edition; and, to implement necessary job safety warnings with proper barricades, cones and snow fences around trenches, equipment and new concrete or asphalt work.

The Contractor shall coordinate all traffic control work. When directed by the Engineer, the Contractor shall remove all traffic control devices, which were installed and maintained under this Contract. Such devices shall remain the property of the Contractor. No caution tape or ribbon will be allowed to mark off areas. Areas needing to be blocked off must be protected using proper methods outlined in the MUTCD.

The Contractor shall ensure that all traffic control devices installed are operational 24 hours a day, including Sundays and holidays.

The Contractor shall provide 24-hour contact information to receive notification of any traffic control deficiencies and shall dispatch workers, materials, and equipment to correct any such deficiencies. The Contractor shall respond to any call from the Department of Public Works concerning any request for improving or correction of traffic control devices and begin making requested repairs within two (2) hours from the time of notification.

This item of work will be incidental to the contract as agreed upon to furnish and implement all the conditions for Traffic Control and Protection for associated project work.

TRAFFIC CONTROL PLAN
All roads shall be kept open to traffic. All signs, except those referring to daily lane closures, shall be post mounted in accordance with Standard 701901 for all projects that exceed a four-day duration. There shall be no weekend lane closures. Construction signs referring to daytime lane closures during working hours shall be removed, covered or turned away from the view of the motorists during non-working hours.

The Contractor shall furnish, erect, maintain and remove all signs, barricades, flaggers and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the Engineer and in accordance with the applicable parts of Section 701 of the Standard Specifications.

The Contractor shall notify the City of DeKalb, Local Fire and Police Departments, and adjacent property owners a minimum of 5 days prior to closing any portion of adjacent streets or alleys.

Traffic Control shall be according to the applicable sections of the Standard Specifications for Road and

Bridge Construction, the applicable guidelines contained in the National Manual on Uniform Traffic Control Devices for Streets and Highways, Illinois Supplement to the National Manual on Uniform Traffic Control Devices, these special provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control.

Standards:

701501 701801 701901

General:

Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

Signs:

No bracing shall be allowed on post-mounted signs.

"BUMP" (W8-1(O)48) signs shall be installed as directed by the Engineer.

All regulatory signs shall be maintained at a 5-foot minimum bottom (rural), 7 feet minimum (urban).

Plate altering signs shall have the same sheeting as the base sign.

No more than one (1) plate shall be used to alter a sign.

Any post stubs without a sign in place and visible shall have a reflector placed on each post.

Devices:

Cones or reflectorized cones shall not be used during hours of darkness.

A minimum of 3 drums spaced at 4 feet shall be placed at each return when the sideroad is open.

On all standards, and the devices listed in Section 701 of the Standard Specifications, the device spacing shall be revised to the following dimensions:

Where the spacing shown on the standard is 25 feet, the devices shall be placed at 20 feet.
Where the spacing shown on the standard is 50 feet, the devices shall be placed at 40 feet.
Where the spacing shown on the standard is 100 feet, the devices shall be placed at 80 feet.

Direction Indicator Barricades shall exclusively be used in lane closure tapers. They shall be used only when traffic is being merged with an adjacent through lane or shifted onto a median crossover. Taper shall not be broken for a side street or commercial entrance.

Lights:

Steady burn mono-directional lights are required on devices delineating a widening trench.

Flagger at Sideroads and Commercial Entrances:

Effective: August 1, 2011

Flaggers shall comply with all requirements contained in the Department's "Flagger Handbook" dated September 2011. The flagger equipment listed for flaggers employed by the Illinois Department of Transportation shall apply to all flaggers.

All workers and flaggers shall wear ANSI Class E pants and an ANSI Class 2 vest that in combination meet the requirements of ANSI/ISEA 107 2004 for Conspicuity Class 3 garments during hours of darkness.

MAINTENANCE OF TRAFFIC
The maintenance of traffic on the project shall be as follows:

701501-06 701801-06 701901-08

Lane and road closures, the conveyance of thru and local traffic within, and around the construction zones shall be provided in accordance with the use of the above-referenced Highway Standards as directed by the Engineer. Except as otherwise provided herein, the Contractor shall provide at least one entrance/exit point to the commercial and residential properties at all times. The Contractor shall submit his/her proposed sequence of operations and any necessary revisions to the Engineer for approval before actual construction operations begin.

All traffic control devices and barricades throughout the project shall remain in place until the entire project location is substantially complete, or as otherwise directed by the Engineer. Any traffic control signage to remain in place longer than seven (7) days shall be post mounted.

Driveways:

Except where the plans expressly authorize temporary complete closures, the Contractor shall keep driveways open to local traffic by keeping at least half of the width of said driveway open or by providing access at a temporary location, as approved by the Engineer. The Contractor shall provide and maintain access to commercial and private properties abutting the roadway being improved in accordance with Article 107.09 of the Standard Specifications. Access to commercial property shall at no time be shut off completely except as expressly authorized in the plans or as directed by the Engineer.

Removing and Resetting Traffic Signs:

This work shall consist of the removal, relocation, and resetting of traffic signs which interfere with construction operations. This work shall also include the removal, relocation, and resetting of existing wood signs, delineators and other miscellaneous signs which interfere with construction operations. This work shall be performed in accordance with the applicable portions of Article 107.25 of the Standard Specifications and as directed by the Engineer. The Contractor shall remove, temporarily relocate and/or permanently reset existing signs which interfere with the construction operations. This work will not be paid for separately but shall be included in the contract lump sum price of TRAF CONT & PROT SPL. The Engineer will determine which signs will be removed, temporarily relocated and permanently reset.

Brooming Roadway:

All traffic lanes which are closed to through traffic during construction shall be broomed or swept free of all

loose gravel or construction debris before the traffic lane is reopened to traffic. All roadway surface conditions shall be approved by the Engineer before they are opened to traffic. This work will not be paid for separately but shall be considered included in the Contractor's scope of work.

This work shall be paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL & PROTECTION, (SPECIAL).

ITEM #Z0004005 FIBER ASPHALT
Attached are the technical specifications for FIBER ASPHALT which shall govern for all work.

This work shall be paid for at the contract unit price per POUND (LB) of FIBER ASPHALT.

Illinois Department of Transportation

Local Public Agency
Formal Contract Proposal

COVER SHEET

Proposal Submitted By:

Contractor's Name: Curran Contracting Company

Contractor's Address: 286 Memorial Ct., | City: Crystal Lake | State: IL | Zip Code: 60014

STATE OF ILLINOIS

Local Public Agency: City of DeKalb | County: DeKalb | Section Number:

Route(s) (Street/Road Name): Lucerne Ln Resurf/ADA Imps | Type of Funds: CDBG

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved
For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title: City Engineer

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb		Lucerne Ln Resurf/ADA Imps

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of City Engineer, City of DeKalb (Name of Office)

1216 Market Street, DeKalb, IL 60115 (Address) until 2:00 PM (Time) on 04/26/23 (Date).

Sealed proposals will be opened and read publicly at the office of City Engineer, City of DeKalb (Name of Office)

1216 Market Street, DeKalb, IL 60115 (Address) at 2:00 PM (Time) on 04/26/23 (Date).

DESCRIPTION OF WORK

Location	Project Length
City of DeKalb	1300'

Proposed Improvement

The improvements will consist of, but not limited to, resurfacing of Lucerne Lane from 4th St to 7th St, and ADA ramps at various intersections with Lucerne Lane, and Ball Avenue. The improvements will be funded in part or in whole by a Community Development Block Grant (CDBG).

1. Plans and proposal forms will be available in the office of

Fehr Graham, 515 Lincoln Highway Rochelle, IL 61068 for a non-refundable fee of $100 (overnight delivery not available). Also available electronically at www.fehrgraham.com for a non-refundable fee of $25.

2. ☒ Prequalification

   If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
   a. Local Public Agency Formal Contract Proposal (BLR 12200)
   b. Schedule of Prices (BLR 12201)
   c. Proposal Bid Bond (BLR 12230) (if applicable)
   d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
   e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb		Lucerne Ln Resurf/ADA Imps

PROPOSAL

1. Proposal of Curran Contracting Company
   Contractor's Name
   286 Memorial Ct., Crystal Lake, IL 60014
   Contractor's Address

2. The plans for the proposed work are those prepared by Fehr Graham and approved by the Department of Transportation on _____.

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within _____ working days or by 07/14/23 unless additional time is granted in accordance with the specifications.

6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City Treasurer of City of DeKalb.
    The amount of the check is 5% (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb		Lucerne Ln Resurf/ADA Imps

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating**. The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

   A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

   A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb		Lucerne Ln Resurf/ADA Imps

SIGNATURES

(If an individual)

Bidder Signature & Date

Business Address

City | State | Zip Code

(If a partnership)

Firm Name

Signature & Date

Title

Business Address

City | State | Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name: Curran Contracting Company

Signature & Date: 04/26/2023

Title: Nick Schram, Vice President

Business Address: 286 Memorial Ct.

City: Crystal Lake | State: IL | Zip Code: 60014

Insert Names of Officers

President: Rick Noe

Attest:

Assistant Secretary

Secretary

Greg Preves

Treasurer

Todd Gierke

Illinois Department of Transportation

Schedule of Prices

Contractor's Name: CURRAN CONTRACTING COMPANY

Contractor's Address: 286 MEMORIAL COURT | City: CRYSTAL LAKE | State: IL | Zip Code: 60014

Local Public Agency: City of DeKalb | County: DeKalb | Section Number:

Route(s) (Street/Road Name): Lucerne Ln Resurf/ADA Imps

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
	BASE BID - Addendum No. 1				$ -
21101615	TOPSOIL F & P 4	SQ YD	75.00	$ 25.00	$ 1,875.00
25000110	SEEDING CL 1A	ACRE	.03	$ 33,500.00	$ 1,005.00
25000400	NITROGEN FERT NUTR	POUND	3.00	$ 2.00	$ 6.00
25000500	PHOSPHORUS FERT NUTR	POUND	3.00	$ 2.00	$ 6.00
25000600	POTASSIUM FERT NUTR	POUND	3.00	$ 2.00	$ 6.00
25100630	EROSION CONT BLANKET	SQ YD	75.00	$ 8.00	$ 600.00
28000500	INLET & PIPE PROTECT	EACH	5.00	$ 115.00	$ 575.00
35800200	AGG BASE REPAIR	TON	40.00	$ 50.00	$ 2,000.00
40600290	BIT MATLS TACK CT	POUND	2215.00	$ 0.01	$ 22.15
40604000	HMA SC IL9.5FG C N50	TON	213.00	$ 100.00	$ 21,300.00
40604050	HMA SC IL9.5 N50	TON	425.00	$ 85.00	$ 36,125.00
42400200	PC CONC SIDEWALK 5	SQ FT	420.00	$ 18.00	$ 7,560.00
42400800	DETECTABLE WARNINGS	SQ FT	20.00	$ 32.00	$ 640.00
44000157	HMA SURF REM 2	SQ YD	4950.00	$ 3.80	$ 18,810.00
44000500	COMB CURB GUTTER REM	FOOT	35.00	$ 18.00	$ 630.00
44000600	SIDEWALK REM	SQ FT	420.00	$ 8.00	$ 3,360.00
44201682	CL D PATCH T2 3	SQ YD	6.00	$ 135.00	$ 810.00
60255500	MAN ADJUST	EACH	1.00	$ 1,400.00	$ 1,400.00
60603800	COMB CC&G TB6.12	FOOT	35.00	$ 85.00	$ 2,975.00

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of DeKalb	DeKalb		Lucerne Ln Resurf/ADA

Item Number	Items	Unit	Quantity	Unit Price	Total
67100100	MOBILIZATION	L SUM	1.00	$ 33,500.00	$ 33,500.00
78000400	THPL PVT MK LINE 6	FOOT	15.00	$ 6.00	$ 90.00
78000650	THPL PVT MK LINE 24	FOOT	95.00	$ 24.00	$ 2,280.00
X6025600	MAN ADJUST SPL	EACH	9.00	$ 1,700.00	$ 15,300.00
X7010216	TRAF CONT & PROT SPL	L SUM	1.00	$ 7,650.00	$ 7,650.00
Z0004005	FIBER ASPHALT	POUND	425.00	$ 10.00	$ 4,250.00
					$ -
				Bidder's Total Proposal	**$ 162,775.15**

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Illinois Department of Transportation

Schedule of Prices

Contractor's Name: CURRAN CONTRACTING COMPANY

Contractor's Address	City	State	Zip Code
286 MEMORIAL COURT	CRYSTAL LAKE	IL	60014

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	

Route(s) (Street/Road Name): Lucerne Ln Resurf/ADA Imps

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
	ALTERNATE BID 1 -				$ -
	Addendum No. 1				$ -
21101615	TOPSOIL F & P 4	SQ YD	175.00	$ 10.00	$ 1,750.00
25000110	SEEDING CL 1A	ACRE	.07	$ 15,000.00	$ 1,050.00
25000400	NITROGEN FERT NUTR	POUND	6.00	$ 2.00	$ 12.00
25000500	PHOSPHORUS FERT NUTR	POUND	6.00	$ 2.00	$ 12.00
25000600	POTASSIUM FERT NUTR	POUND	6.00	$ 2.00	$ 12.00
25100630	EROSION CONT BLANKET	SQ YD	175.00	$ 6.00	$ 1,050.00
42400200	PC CONC SIDEWALK 5	SQ FT	1000.00	$ 11.00	$ 11,000.00
42400800	DETECTABLE WARNINGS	SQ FT	110.00	$ 32.00	$ 3,520.00
44000500	COMB CURB GUTTER REM	FOOT	105.00	$ 15.00	$ 1,575.00
44000600	SIDEWALK REM	SQ FT	1000.00	$ 6.00	$ 6,000.00
44201682	CL D PATCH T2 3	SQ YD	16.00	$ 135.00	$ 2,160.00
60603800	COMB CC&G TB6.12	FOOT	105.00	$ 85.00	$ 8,925.00
					$ -
				Bidder's Total Proposal	**$ 37,066.00**

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Illinois Department of Transportation

Local Public Agency
Proposal Bid Bond

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	

WE, Curran Contracting Company as PRINCIPAL, and

Continental Casualty Company as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 26th (Day) of April, 2023 (Month and Year)

Principal

Company Name	Signature	Date
Curran Contracting Company	By:	4/26/23
	Title: Rick Noe, President	

Company Name	Signature	Date
	By:	
	Title	

CURRAN CONTRACTING COMPANY CORPORATE SEAL 1987 ILLINOIS

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety	Signature of Attorney-in-Fact	Date
Continental Casualty Company	By: Kimberly Bragg	4/26/2023

CONTINENTAL CASUALTY COMPANY 1897

STATE OF IL
COUNTY OF Cook

I Sarah E. Green, a Notary Public in and for said county do hereby certify that Rick Noe and Kimberly Bragg
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th (Day) day of April, 2023 (Month and Year).

(SEAL)

Notary Public Signature: Sarah E. Green

Date commission expires February 17, 2024

"OFFICIAL SEAL"
SARAH E. GREEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/17/2024

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

Company/Bidder Name

Signature

Date

Title

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kimberly Bragg , Individually

of ,Chicago, IL , their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: Curran Contracting Company
Obligee: City of DeKalb

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of June, 2021.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026 M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 26th day of April, 2023.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

Local Public Agency	Local Street/Road Name	County	Section Number
City of DeKalb	Lucerne Ln Resurf/ADA Imps	DeKalb	

1. THIS AGREEMENT, made and concluded the _____ (Day) day of (Month and Year) between the City (Local Public Agency Type) of DeKalb (Local Public Agency), known as the party of the first part, and _____ (Contractor), its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section _____ (Section Number) in City of DeKalb (Local Public Agency), approved by the Illinois Department of Transportation on _____ (Date), are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The City (Local Public Agency Type) of DeKalb (Name of Local Public Agency)

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(SEAL, if required by the LPA)

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Attest:

Secretary Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of

(SEAL, if required by the LPA)

Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Illinois Department of Transportation

Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
City of DeKalb	DeKalb	Lucerne Ln Resurf/ADA Im	

Bond information to be returned to Local Public Agency at City Eng., City of DeKalb, 1216 Market Street, DeKalb, IL 60115 .
Complete Address

We, _____
Contractor's Name and Address

a/an _____ organized under the laws of the State of _____ as PRINCIPAL, and
State

_____
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (thereafter referred to as "LPA") in the penal sum of

_____

Dollars (_____) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this _____ day of _____ .
Day Month and Year

PRINCIPAL

Company Name	Company Name
By	By
Signature & Date	Signature & Date
Attest	Attest
Signature & Date	Signature & Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL

COUNTY OF _____

I, _____ , a Notary Public in and for said county, do hereby certify that
Notary Name

_____
Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ .
Day Month, Year

Notary Public Signature & Date

(SEAL)

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL

COUNTY OF _____

I, _____ , a Notary Public in and for said county, do hereby certify that
Notary Name

_____
Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ .
Day Month, Year

Notary Public Signature & Date

(SEAL)

Date commission expires _____

Approved this _____ day of _____ .
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Municipality Clerk
Local Public Agency Type

Awarding Authority

City of DeKalb

Awarding Authority Signature & Date

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 3/10/2023 (Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	09-20-0001	06-22-0102				
	1	2	3	4	Awards Pending	
County	Cook	DeKalb				
Contract Number	I-18-4704	68A80				
Contract With	ISTHA	IDOT				
Estimated Completion Date	11/30/2022	65 WD				
Total Contract Price	48,248,248.00	4,683,761.45				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	2,210,000.00	4,600,773.25				6,810,773.25
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All Work		6,810,773.25

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and award is pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE

						Accumulated Totals
Earthwork	500,000.00	30,000.00				530,000.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix		2,612,445.00				2,612,445.00
HMA Paving						0.00
Clean & Seal Cracks/Joints		166,664.00				166,664.00
Aggregate Bases & Surfaces		59,100.00				59,100.00
Hwy ,R.R. & Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilig						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Field Office	10,000.00	16,000.00				26,000.00
Traffic Control						0.00
Other Construction		605,776.05				605,776.05
Totals	510,000.00	3,488,985.05	0.00	0.00	0.00	3,998,985.05

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	09-20-0001	09-20-0001	06-22-0102	06-22-0102	
	1	1	2	2	Awards Pending
Subcontractor	ABI Conc	Mackie	Brownfield	ProTack	
Type of Work	Concrete	Surveying	Environmental	Long Joint Sealant	
Subcontract Price	182,029.00	86,300.00	16,750.00	147,515.68	
Amount Uncompleted			16,750.00	147,515.68	
Subcontractor	Alpine Demo	Maint. Coatings	C.E.S.	Quality Saw & Seal	
Type of Work	Demolition	Stripe/Traffic Control	Surveying	Rumble Strip	
Subcontract Price	400,200.00	63,608.75	7,050.00	13,029.26	
Amount Uncompleted			7,050.00	13,029.26	
Subcontractor	Archon Constr.	RC Wegman	D2K Traffic Safety	Sincere Landscaping	
Type of Work	Underground	Building	Traffic Control	Landscape	
Subcontract Price	5,684,173.95	5,058,300.00	27,801.00	10,662.50	
Amount Uncompleted	1,000,000.00		20,000.00	10,662.50	
Subcontractor	Clean Cut	Superior Constr.	D2K Traffic Safety	HR Stewart	
Type of Work	Tree Rem.	Structural Conc.	Pavement Marking	Structure Cleaning	
Subcontract Price	29,035.00	12,405,123.10	224,061.54	73,128.00	
Amount Uncompleted			224,061.54	73,128.00	
Subcontractor	Degan & Assoc.	Torres Elect.	Elliott & Wood	Landmark Contractors	
Type of Work	Environmental	Electrical	Structures	Concrete	
Subcontract Price	29,850.00	957,046.31	99,865.00	203,552.20	
Amount Uncompleted		500,000.00	99,865.00	150,000.00	
Subcontractor	Industrial Fence		Javelina Const.	Phoenix Corp.	
Type of Work	Fencing		HMA Surf Removal	Agg Wedge Shoulder	
Subcontract Price	789,538.61		115,517.62	71,397.50	
Amount Uncompleted	200,000.00		115,517.62	71,397.50	
Subcontractor	K-Five Constr.		Northern Contracting		
Type of Work	HMA Placement		Guardrail		
Subcontract Price	366,417.44		162,811.10		
Amount Uncompleted			162,811.10		
Total Uncompleted	==========>	1,700,000.00	==========>	1,111,788.20	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 10 day of March 2023.

Notary Public

My commission expires: 11/17/24

(Notary Seal)

OFFICIAL SEAL
JEANNINE L GARRIEPY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/17/24

Type or Print Name: Micheal Pachla, Vice President
Officer or Director — Title

Signed: Micheal Pachla

Company: Curran Contracting Company

Address: 286 Memorial Court
Crystal Lake, IL 60014

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 3/10/2023 (Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	04-21-0108	04-22-0127	04-23-0002	04-23-0013		
	1	2	3	4	Awards Pending	
County	McHenry	Kendall	Boone	McHenry		
Contract Number	60T15	20-00159-00-TL	85732			
Contract With	Campanella	Kendall County	Helm Civil	Landmark		
Estimated Completion Date	5/15/2022	90 WD's	80 WD's	10/27/2023		
Total Contract Price	857,063.50	1,785,999.76	143,402.40	154,092.50		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		1,785,999.76				1,785,999.76
Uncompleted Dollar Value if Firm is the Subcontractor	329,500.00		143,402.40	154,092.50		7,437,768.15
				Total Value of All Work		9,223,767.91

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and award is pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE

						Accumulated Totals
Earthwork		198,017.00				728,017.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	300,000.00	516,900.00	143,402.40	141,937.50		3,714,684.90
HMA Paving						0.00
Clean & Seal Cracks/Joints				12,155.00		178,819.00
Aggregate Bases & Surfaces	500.00	144,810.00				204,410.00
Hwy ,R.R. & Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats	5,000.00					5,000.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilig	24,000.00					24,000.00
Demolition		29,400.00				29,400.00
Pavement Markings (Paint)						0.00
Field Office						25,000.00
Traffic Control						0.00
Other Construction		244,592.98				850,369.03
Totals	329,500.00	1,133,719.98	143,402.40	154,092.50	0.00	5,759,699.93

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	04-22-0127				
	2	2	3	4	Awards Pending
Subcontractor	Alliance	Superior Road Striping		Road Fabrics	
Type of Work	Concrete	Pavement Marking		Clean & Seal Cracks/Joints	
Subcontract Price	28,280.00	18,253.50		12,155.00	
Amount Uncompleted	28,280.00	18,253.50		12,155.00	
Subcontractor	Geomat, Inc.	Traffic Control & Protection			
Type of Work	SRCGT	Traffic Control			
Subcontract Price	10,200.00	45,615.48			
Amount Uncompleted	10,200.00	45,615.48			
Subcontractor	Home Towne Elec.				
Type of Work	Electrical				
Subcontract Price	230,516.80				
Amount Uncompleted	230,516.80				
Subcontractor	Mackie Consultants				
Type of Work	Surveying				
Subcontract Price	13,900.00				
Amount Uncompleted	13,900.00				
Subcontractor	Montemayor Const.				
Type of Work	Drainage				
Subcontract Price	214,725.00				
Amount Uncompleted	214,725.00				
Subcontractor	Pessina				
Type of Work	Tree Removal				
Subcontract Price	21,186.00				
Amount Uncompleted	21,186.00				
Subcontractor	Ruizscape				
Type of Work	Landscaping				
Subcontract Price	69,603.00				
Amount Uncompleted	69,603.00				
Total Uncompleted	==========>	652,279.78	0.00	12,155.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 10 day of March, 2023.

Jeannine L Garriepy
Notary Public

My commission expires: 11/17/24

(Notary Seal)

OFFICIAL SEAL
JEANNINE L GARRIEPY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/17/24

Type or Print Name: Micheal Pachla, Vice President
Officer or Director — Title

Signed: Micheal Pachla

Company: Curran Contracting Company

Address: 286 Memorial Court
Crystal Lake, IL 60014

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 3/10/2023
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	06-22-0104	06-22-0152	06-22-0155	90-23-0010		
	1	2	3	4	Awards Pending	
County	DeKalb	Winnebago	DeKalb	DeKalb		
Contract Number	87779	45934	23049581	68824		
Contract With	Herlihy	N-TRAK	Helm Civil	Herlihy		
Estimated Completion Date	8/16/2023	110 WD's		30 WD's		
Total Contract Price	148,927.98	898,753.39	41,100.00	$ 23,929.28		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						0.00
Uncompleted Dollar Value if Firm is the Subcontractor	148,927.98	898,753.39	41,100.00	$ 23,929.28		2,698,710.41
				Total Value of All Work		2,698,710.41

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and award is pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE

						Accumulated Totals
Earthwork						728,017.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	148,927.98	898,753.39	41,100.00	18,968.80		4,820,435.07
HMA Paving						0.00
Clean & Seal Cracks/Joints						178,512.00
Aggregate Bases & Surfaces				5,960.48		211,370.48
Hwy ,R.R. & Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						5,000.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilig						24,000.00
Demolition						29,400.00
Pavement Markings (Paint)						0.00
Field Office						25,000.00
Traffic Control						0.00
Other Construction						850,369.03
Totals	148,927.98	898,753.39	41,100.00	23,929.28	0.00	6,872,410.58

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	2	2	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	==========>	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 10 day of March 2023.

Jeannine L Garriepy
Notary Public

My commission expires: 11/17/24

(Notary Seal)

OFFICIAL SEAL
JEANNINE L GARRIEPY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/17/24

Type or Print Name: Micheal Pachla, Vice President
Officer or Director — Title

Signed: Michael Pachla

Company: Curran Contracting Company
Address: 286 Memorial Court
Crystal Lake, IL 60014

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 3/10/2023 (Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

09-23-0002

	1	2	3	4	Awards Pending	
County	Kane					
Contract Number	61H95					
Contract With	IDOT					
Estimated Completion Date	11/30/2024					
Total Contract Price	21,981,770.87					Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	21,981,770.87					21,981,770.87
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All Work		21,981,770.87

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and award is pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE

						Accumulated Totals
Earthwork	4,020,597.80					4,748,614.80
Portland Cement Concrete Paving						0.00
HMA Plant Mix	3,015,953.99					7,836,389.06
HMA Paving						0.00
Clean & Seal Cracks/Joints						178,819.00
Aggregate Bases & Surfaces	1,881,424.00					2,092,794.48
Hwy ,R.R. & Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						5,000.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilig	2,405.00					26,405.00
Demolition	189,250.00					218,650.00
Pavement Markings (Paint)						0.00
Field Office	41,400.00					66,400.00
Traffic Control						0.00
Other Construction	1,300,000.00					2,150,369.03
Totals	10,451,030.79	0.00	0.00	0.00	0.00	17,323,441.37

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	09-23-0002 1	09-23-0002 1	3	4	Awards Pending
Subcontractor	Alliance Contractors	Montemayor			
Type of Work	PCC Paving	Drainage			
Subcontract Price	177,105.47	2,487,200.00			
Amount Uncompleted	177,105.47	2,487,200.00			
Subcontractor	Maintenance Coatings	ProTack			
Type of Work	Pavement Marking	Prime / LJS			
Subcontract Price	270,013.68	14,745.66			
Amount Uncompleted	270,013.68	14,745.66			
Subcontractor	Dunnet Bay	Ruizscape			
Type of Work	Hwy, R R, & Waterway Structure	Landscaping			
Subcontract Price	6,837,285.72	651,228.24			
Amount Uncompleted	6,837,285.72	651,228.24			
Subcontractor	Geo-Enviro	Traffic Control & Protection			
Type of Work	Other	Traffic Control			
Subcontract Price	34,200.00	317,681.00			
Amount Uncompleted	34,200.00	317,681.00			
Subcontractor	H&H Electric				
Type of Work	Electrical				
Subcontract Price	315,534.31				
Amount Uncompleted	315,534.31				
Subcontractor	Homer Tree Service				
Type of Work	Tree Removal				
Subcontract Price	5,740.00				
Amount Uncompleted	5,740.00				
Subcontractor	Kujo				
Type of Work	Guardrail				
Subcontract Price	420,006.00				
Amount Uncompleted	420,006.00				
Total Uncompleted	==========>	11,530,740.08	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me this 10 day of March, 2023.

Jeannine L Garriepy
Notary Public

My commission expires: 11/17/24

Type or Print Name: Micheal Pachla, Vice Presiden
Officer or Director — Title

Signed: Micheal Pachla

Company: Curran Contracting Company
Address: 286 Memorial Court
Crystal Lake, IL 60014

(Notary Seal)
OFFICIAL SEAL
JEANNINE L GARRIEPY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/17/24

Illinois Department of Transportation

Apprenticeship and Training Program Certification

Local Public Agency	County	Street Name/Road Name	Section Number
City of DeKalb	DeKalb	Lucerne Ln Resurf/ADA Im	

All contractors are required to complete the following certification

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

☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Central Laborers' Pension, Welfare and Annuity Funds Local #'s 32 & 727, North Central Illinois Laborers' Health and Welfare Fund Local #'s 32 & 727, Fox Valley & Vicinity Laborers' Health and Welfare and Pension Funds Local #'s 1035 & 582, Laborers' Pension and Welfare Funds for Chicago and Vicinity Local #152, Suburban Teamsters of Northern Illinois Welfare and Pension Funds Local #330, Chauffeurs, Teamsters, and Helpers Local Union No. 301, I. B. of T. Local #301, Midwest Operating Engineers, Local #150

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

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature & Date
Curran Contracting Company	04/26/2023
Title	
Nick Schram, Vice President	

Address	City	State	Zip Code
286 Memorial Ct.	Crystal Lake	IL	60014

Illinois Department of Transportation

Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
City of DeKalb	DeKalb	Lucerne Ln Resurf/ADA Im	

I, Nick Schram (Name of Affiant) of Crystal Lake (City of Affiant), Illinois (State of Affiant),
being first duly sworn upon oath, state as follows:

1. That I am the Vice President (Officer or Position) of Curran Contracting Company (Bidder).
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Curran Contracting Company (Bidder), will maintain a business office in the State of Illinois, which will be located in McHenry (County) County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date: 04/26/2023

Print Name of Affiant: Nick Schram, Vice President

Notary Public

State of IL

County McHenry

Signed (or subscribed or attested) before me on 04/26/2023 (date) by

Nick Schram and Kim Bolanowski (name/s of person/s), authorized agent(s) of

Curran Contracting Company (Bidder).

OFFICIAL SEAL
JOHN T LENZI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/30/26

(SEAL)

Notary Public Signature & Date

My commission expires 11/30/26

City of DeKalb
opportunity · innovation

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

Contract Compliance Package

2023 STREETS CDBG BP 1
Lucerne Lane Resurfacing
& ADA Improvements

City of DeKalb, IL

Bid/Proposal Cover Sheet

Name of Project: 2023 Streets CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements
General Description of Project:
This project consists of improvements consisting of, but not limited to, resurfacing of Lucerne Lane from 4th St. to 7th St., ADA ramps at various intersections with Lucerne Lane and Ball Avenue. The improvements will funded in part or in whole by a Community Development Block Grant (CDBG).
Website Link:
Type of Bid:
☐ Bid for Goods
☒ Bid for Services
☐ Request for Qualifications
☐ Request for Proposals
☐ Other: _____
City Representative:

Name:	Zachary Gill
E-Mail:	zachary.gill@cityofdekalb.com
Phone:	815 748-2331

Bid Release Date:	April 07, 2023	
Building Walk Through:	Not Applicable	
Last Day for Questions:	Not Applicable	
Pre-Bid Meeting:	Not Applicable	
Due Date:	April 26, 2023	Deadline: 10:00 A.M.

All Bids must be received at the City of DeKalb, City Engineer, 1216 Market Street, DeKalb, Illinois, 60115 no later than 10:00 A.M., April 26, 2023

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.

Legal Notice - Invitation to Bid

The City of DeKalb, IL will accept sealed bids for the 2023 STREETS CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements

Specifications and all Contract Documents are available on-line on the City of DeKalb's web page at 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 City Engineer, City of DeKalb, at the above address until April 26, 2023 at 10:00 A.M. All bids will be publicly opened immediately thereafter.

Table of Contents

Contract Compliance Package 1

Bid/Proposal Cover Sheet 2

Legal Notice- Invitation to Bid 3

Notice to All Contractors 14

Section 1: Standard Conditions 15

1.1 General Bid Notes 15

1.2 Contract Documents 15

1.3 Interpretation of Contract Documents 15

1.4 Electronic Bid Documents 16

1.5 Submittal of Bid: 16

1.5.1 Pre-bid Meeting 16

1.6 Withdrawal of Bid: 16

1.7 Bidder's Qualifications: 16

1.8 Preparation of Bid: 17

1.9 Compliance with Laws 17

1.10 Alternate to Bids 17

1.11 Form of Contract 17

1.12 Freedom of Information Act (FOIA) 17

1.13 Bid Review 17

1.14 Bid Results: 18

1.14.1 Bid Protest 18

1.15 Delivery 18

1.16 Inspections 18

1.17 Pricing 19

1.17.1 Format of Pricing Submission 19

Section 2: Special Conditions 19

2.1 The Copeland "Anti-Kick Back" Act 19

2.2 The Davis -Bacon Act 19

2.3 The Contract Work Hours and Safety Standards Act 19

2.4 The Equal Opportunity Clause of Executive Order 11246 20

2.5 Section 3 of the Housing and Urban Development Act of 1968: 20

2.6 Women in construction. Regulations (41 CFR 60-4) 20

2.7 Minority participation, Executive Order 11625 21
2.8 Rehabilitation Act of 1973: 21
2.9 Insurance 21
2.9.1 Public Liability Insurance 21
2.9.2 Property Damage Insurance 21
2.10 Delays and Liquidated Damages 22
2.10.1 Liquidated Damages for Delays 22
2.10.2 Excusable Delays: 22
2.10.2.1 Acts of the Government 22
2.10.2.2 Acts of the City of DeKalb: 22
2.10.2.3 Causes not Reasonably Foreseeable 22
2.10.2.4 Delay of Subcontractor 23
2.11 Assignment of Novation: 23
2.12 Disputes: 23
2.12.1 All Disputes: 23
2.12.2 Contractor Claims 23
2.12.3 Disagreement 24
2.13 Suspension of Work and Termination 24
2.13.1 City of DeKalb May Suspend Work 24
2.13.1.1 Without Cause 24
2.13.2 City of DeKalb May Terminate for Cause 24
2.13.2.1 Termination Justification 24
2.13.2.1.1 Persistent Failure: 24
2.13.2.1.2 Disregard of Laws 24
2.13.2.1.3 Disregard of Engineer's Authority 24
2.13.2.1.4 Violation of Contract Documents 24
2.13.2.2 Occurrence of Events in Paragraph 2.13.02.01: 25
2.13.2.2.1 Exclude Contractor from Site 25
2.13.2.2.2 Incorporating in the Work 25
2.13.2.2.3 Completion of the Work 25
2.13.2.3 City of DeKalb Proceeds as provided in Paragraph 2.13.02.02: 25
2.13.2.4 Notwithstanding Paragraphs 2.13.02.02 and 2.13.02.03: 25
2.13.2.5 Contractor's Services Terminated 26

2.13.2.6 Contractor Provided Performance Bond 26
2.13.3 City of DeKalb May Terminate For Convenience 26
2.13.3.1 Termination without Cause and Prejudice 26
2.13.3.1.1 Completed and Acceptable Work 26
2.13.3.1.2 Expenses Sustained Prior 26
2.13.3.1.3 Claims, Costs, Losses, and Damages 26
2.13.3.1.4 Reasonable Expenses 26
2.13.3.2 Anticipated Profit 27
2.13.4 Contractor May Stop Work or Terminate 27
2.13.4.1 No Act or Fault of Contractor 27
2.13.4.2 In Lieu of Terminating the Contract 27
2.14 Special Conditions Pertaining to Hazards, Safety Standards, and Accident Prevention: 27
2.14.1 Use of Explosives 27
2.14.2 Danger Signals & Safety Devices: 28
2.15 Bonding Requirements 28
2.15.1 Performance Bond: 28
2.15.2 Payment Bond: 28
2.16 Certification of Compliance with Air & Water Acts: 28
2.16.1 40 CFR 15.20 28
2.16.2 Section 114 of the Clean Air Act & Section 308 of the Federal Water Pollution Control Act: 29
2.16.3 EPA List of Violating Facilities: 29
2.16.4 Contractor Required to Follow U.S. Federal Government Provisions: 29
2.17 EEO, Section 3, Affirmative Action Plan and Certification 29
2.17.1 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity- Executive Order 11226: 29
2.17.1.1 Equal Opportunity Clause & Standard Federal Equal Employment Opportunity Construction Contract Specifications 29
2.17.1.2 Goals & Timetables for Minority & Female Participation: 29
2.17.1.3 Notification to Director of Office of Federal Contract 30
Compliance Programs 30
2.17.1.4 Covered Area: 30
2.18 Standard Federal Employment Opportunity Construction Contract Specifications-Executive Order 11246: 30

2.18.1 As used in these specifications 30
2.18.1.1 "Covered Area": 30
2.18.1.2 "Director" 30
2.18.1.3 "Employer Identification Number" 31
2.18.1.4 "Minority" 31
2.18.1.4.1 Black 31
2.18.1.4.2 Hispanic 31
2.18.1.4.3 Asian & Pacific Islander: 31
2.18.1.4.4 American Indian or Alaskan Native: 31
2.18.2 Subcontract in Excess of $10,000: 31
2.18.3 Hometown Plan: 31
2.18.4 Special Affirmative Action Standards in Paragraphs 2.18.07.01 through 2.18.07.16: 32
2.18.5 Contractor's Obligations Under Specifications: 32
2.18.6 Non-Working Training Hours of Apprentices & Trainees 32
2.18.7 Specific Affirmative Action 32
2.18.7.1 Free of Harassment, Intimidation, & Coercion 32
2.18.7.2 Minority & Female Recruitment Sources: 33
2.18.7.3 File of Names, Addressed, & Telephone Numbers of Female & Minority Applicants: 33
2.18.7.4 Provide Immediate Written Notification to Director: 33
2.18.7.5 Develop On-The-Job Training Opportunities: 33
2.18.7.6 Disseminate Contractor's EEO Policy 33
2.18.7.7 Review Annually Company's EEO Policy 34
2.18.7.8 Disseminate Contractor's EEO Policy Externally 34
2.18.7.9 Direct Recruitment Efforts, Oral & Written, to Minorities & Females: 34
2.18.7.10 Encourage Present Minority & Female Employees to Recruit Others 34
2.18.7.11 Validate All Tests and Other Selection Requirements 34
2.18.7.12 Conduct Annually Inventory & Evaluation: 35
2.18.7.13 Discriminatory Effect 35
2.18.7.14 Non-Segregated: 35
2.18.7.15 Document & Maintain Record of All Solicitations 35
2.18.8 Voluntary Associations 36
2.18.9 Goal for Minorities & Goal for Women 36
2.18.10 Discrimination Based on Goals & Timetables: 36

2.18.11 Subcontractor Debarred from Government Contracts 36
2.18.12 Contractor Carry Out Sanctions & Penalties for Violations 36
2.18.13 Implementing Extensive Affirmative Action Steps: 36
2.18.14 Designate Responsible Official: 37
2.18.15 Not Construed as a Limitation 37
2.18.16 Segregated Facility 37
2.19 EEO Clause Required by the Illinois Fair Employment Practices Commission 38
2.19.1 Appropriate Affirmative Action: 38
2.19.2 In accordance with the Commission's Rules and Regulations for Public Contracts 38
2.19.3 Solicitations or Advertisements: 38
2.19.4 Obligations Under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts 38
2.19.5 Comply With the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts 38
2.19.6 Relevant Books, Records, Accounts, and Work Sites 38
2.19.7 Provisions of Paragraphs 2.19.01 Through Paragraphs 2.19.07 39
Section 3: Contractor's Agreement 39
3.1 Special Equal Opportunity Provisions 39
3.1.1 Activities & Contracts Not Subject to Executive Order 11246, as Amended 39
3.1.1.1 Not Discriminate Because of Race, Color, Religion, Sex, or National Origin 39
3.1.1.2 Shall Post in Conspicuous Places 39
3.1.1.3 Incorporate Requirements in Subcontracts 40
3.1.2 Executive Order 11245 – Section 202 Equal Opportunity Clause 40
3.1.2.1 Not Discriminate Because of Race, Color, Religion, Sex, or National Origin 40
3.1.2.2 Consideration without regard to race, color, religion, sex, or national origin 40
3.1.2.3 Collective Bargaining Agreement 40
3.1.2.4 Comply with Executive Order 11246 of September 24, 1965: 40
3.1.2.5 Furnish All Information & Reports Required by Executive Order 11246 of September 24, 1965: 40
3.1.2.6 Non-Compliance 41
3.1.2.7 Provisions of the Sentence Preceding Paragraph 3.01.02.01 through 3.01.02.07: 41
3.1.3.1 Section 503 of the Rehabilitation Act of 1973 Affirmative Action for Handicapped Workers 41
3.1.3.2 Not Discriminate because of Physical or Mental Handicap 41

3.1.3.3 Agreement to Comply 42
3.1.3.4 Non-compliance 42
3.1.3.5 Post in Conspicuous Places 42
3.1.3.6 Notify Labor or Union Representative 42
3.1.3.7 Include Provisions of this Clause 42
3.1.4 Section 402 Veterans of the Vietnam Era – Affirmative Action for Disabled Veterans & Veterans of the Vietnam Era 42
3.1.4.1 Will Not Discriminate Against Disabled Veteran or Veteran of Vietnam Era 42
3.1.4.2 Listed at an Appropriate Local Office 43
3.1.4.3 Recruitment Source Shall Involve Normal Obligations 43
3.1.4.4 Periodic Reports 43
3.1.4.5 Employment Service system 44
3.1.4.6 This Does not Apply outside of the 50 States 44
3.1.4.7 The Provisions of Paragraphs 3.01.04.02, 3.01.04.03. 3.01.04.04, 3.01.04.05 44
3.1.4.8 As used in this clause 44
3.1.4.8.1 All Suitable Employment Openings 44
3.1.4.8.2 Appropriate Office of the State Employment Service System 45
3.1.4.8.3 Openings which the Contractor Proposes to Fill From Within 45
3.1.4.8.4 Openings which the Contractor Proposes to Fill Pursuant to a Customary and Traditional Employer-Union Hiring Arrangement 45
3.1.4.8.5 Agreement to Complying with Rules, Regulations, and Relevant Orders 45
3.1.4.8.6 Non-Compliance 46
3.1.4.8.7 Post in Conspicuous Places 46
3.1.4.8.8 Notify Labor Union or Representative of Workers 46
3.1.4.8.9 Including Provisions of This Clause 46
3.1.5 Section 109 of the Housing and Community Development Act of 1974: 46
3.1.5.1 No Person Should be Excluded from Participation on Any Grounds 46
3.1.6 "Section 3" Compliance In the Provision of Training, Employment, and Business Opportunities 47
3.1.6.1 Project Under a Program Providing Financial Assistance from the Department of Housing and Urban Development 47
3.1.6.2 Comply with Provisions of Section 3 47
3.1.6.3 Collective Bargaining Agreement or Other Contract 47
3.1.6.4 Section 3 Clause in Every Subcontract 47

3.1.6.5 Provisions of Section 3, Regulations in 24 CFR Part 135, and All Applicable Rules:..... 48
Section 4: General Supplemental Additional Conditions..... 48
4.1 Scope of Work..... 48
4.2 Licensing & Permits:..... 48
4.3 Period of Unemployment..... 48
4.4 Prevailing Wage..... 49
4.4.1 Certified Payroll Records..... 49
4.5 Toxic Substance..... 49
4.6 Guarantees, Warranties, Manuals:..... 49
4.7 Indemnification and Hold Harmless Agreement (Contractual or Other Liability)..... 50
4.8 Insurance..... 50
4.8.1 Insurance Rating..... 52
4.8.2 Special Requirement..... 52
4.8.3 Provision of Insurance..... 52
4.9 Subcontractors..... 52
4.10 Change Orders:..... 53
4.10.1 Legal Authority to Bind..... 53
4.11 Failure to Execute..... 53
4.12 Bid Security..... 53
4.13 Waiver of Lien..... 54
Section 5: Invitation for Bid..... 54
5.1 Intent..... 54
5.2 Scope..... 54
5.3 Qualifications:..... 55
5.3.1 Professional Services Selection Act..... 56
5.4 Contract Management..... 56
5.5 Protection of Public & Private Property..... 56
5.6 Concurrent Operations..... 56
5.7 Licenses & Permits:..... 57
5.8 Severability..... 57
5.9 Accidents..... 57
5.10 Sexual Harassment..... 57
5.11 Term of contract..... 57

5.12 References 58
5.13 Special and Unforeseen Work: 58
5.14 Exceptions 58
5.15 Communications 58
5.16 Security & Access: 58
5.17 Hours of Work 59
5.18 Handling of Waste 59
5.19 Work Crew Supervision 59
5.20 Contractor's Personnel 59
5.20.1 Background Investigation: 60
Section 6: Materials & Equipment 60
6.1 City to Furnish: 60
6.2 Contractor to Furnish 60
6.3 Standards and Workmanship 61
6.3.1 Restrictive or Ambiguous Specifications: 61
Section 7: Performance and Payment 61
7.1 Disputes 61
7.2 Payment 61
7.2.1 Taxes: 62
7.3 Penalties 62
Section 8: Certifications (To Be Completed by Contractor) 62
8.1 Affirmative Action Program Implementing Section 3 of the Housing & Urban Development Act of 1968: 62
8.1.1 Determination of Project Area boundaries 63
8.1.1.1 Address of Proposed Project 63
8.1.2 Specific Affirmative Action Steps 64
8.1.2.1 Preparing and Implementing the Affirmative Action Plan 64
8.1.2.2 Recruit From the Appropriate Areas: 64
8.1.2.3 List of Lower Income Residents Who Have Applied 64
8.1.2.4 Submit Section 3 Affirmative Action Plan 64
8.1.2.5 Negotiated Basis 64
8.1.2.6 Formally Contract Unions, Subcontractors, and Trade Associations 65
8.1.2.7 Pending Contractual Opportunities 65

8.1.2.8 Maintaining Records: 65
8.1.2.9 Appoint or Recruit Executive Official as Equal Opportunity Officer 65
8.1.2.10 Table B 65
8.2 Proposed Contracts Breakdown – Table A 66
8.3 Estimated Project Workforce Breakdown – Table B: 68
8.4 Certification Form Regarding Equal Employment Opportunity 70
8.5 Subcontractor Certification Form 72
8.6 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements: 74
8.7 Disclosure of Lobbying Activities 76
8.8 Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities: 77
Exhibit A: Federal Labor Standard Provisions 78
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: 83
Exhibit C: Payrolls and Basic Records 89
Exhibit D: Wage Rate Determinations (Immediately Following This Page) 89
Exhibit E: Specifications (Immediately Following This Page) 89
Exhibit F: Detailed Cost Sheet 90
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 90
Exhibit G: Bid Sheet 91
Exhibit H: Detailed Exceptions Sheet 93
Exhibit I: Form of Agreement 94
Exhibit J: Insurance Requirements 102
Exhibit K: Description of "the Work" 104
Exhibit L: Project Checklist 105
Exhibit M: Subcontractor Listing 106
Exhibit N: City Punchlist and Acceptance Notice 107
Exhibit O: Form of Bid Addendum 108

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Notice to Contractors

Minority/Women Business Enterprises and Section 3 Business Concerns are encouraged to bid on and participate in this project. Participation may come from direct construction contracts, services, or goods supplied. Utilization of females in construction is highly encouraged.

This project may be subject to Section 3 requirements. The purpose of HUD's Section 3 Program is "To ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, direct toward low- and very-low income persons, particularly those who are recipients of government assistance for housing" per Section 3 of the Housing and Community Development Act of 1968. Contracts utilizing Federal Housing and Community Development funding in excess of $200,000 are subject to Section 3 requirements.

This contract ☐ **IS** or; ☐ **IS NOT** ☒ subject to Section 3.

If the contract is subject to Section 3, information on contractor's responsibilities and HUD requirements will be shared at a mandatory pre-bid meeting.

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:

Community Services Coordinator, City of DeKalb 815-748-2366
Jennifer.yochem@cityofdekalb.com

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

Brock Sutton, Fehr Graham
815-562-9087 bsutton@fehrgraham.comn

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

1.1 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 or Limited English Proficiency who plan to attend this meeting and who require certain accommodations or translation services 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.

1.2 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.

1.3 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 solediscretion.

1.4 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.

1.5 Submittal of Bid:

Bids must be submitted to the City of DeKalb City Engineer, 1216 Market Street, DeKalb, Illinois, 60115 no later than April 26, 2023 at 10:00 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).

1.5.1 Pre-bid Meeting: **Not Applicable**

1.6 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*.

1.7 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.

1.8 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.

1.9 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.

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.

1.14.1 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.

1.17.1 Format of Pricing Submission:

Bidders are requested to submit individual pricing for each Schedule of Prices Item 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. Submission of a bid constitutes acceptance of these specifications.

Section 2: Special Conditions

2.1 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.

2.2 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.

2.3 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.

2.4 The Equal Opportunity Clause of Executive Order 11246:

The Equal Opportunity Clause of Executive Order 11246. This Clause requires that the contractor 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 ensures that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing. Section 3 applies to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development assistance. Section 3 does not apply to material supply contracts.

Section 3 sets benchmarks Safe Harbor compliance: 25% or more of all labor hours must be worked by Section 3 workers, 5% or more of all labor hours must be worked by Targeted Section 3 workers, AND the contractor followed the required prioritization of effort. If the contract is subject to Section 3, a mandatory pre-bid meeting will be held to provide information and detailed instruction on the requirements.

2.6 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.

2.7 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.

2.8 Rehabilitation Act of 1973:

Rehabilitation Act of 1973, Public Law 93-112 as amended. This act requires that no qualified person(s) with a disability shall on the basis of disability 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.

2.9 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:

2.9.1 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.

2.9.2 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:

2.10.1 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 of or 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.

2.10.2 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:

2.10.2.1 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;

2.10.2.2 Acts of the City of DeKalb:

Any acts of the City of DeKalb;

2.10.2.3 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

2.10.2.4 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 "2.10.2". 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:

2.12.1 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.

2.12.2 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.

2.12.3 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:

2.13.1 City of DeKalb May Suspend Work:

2.13.1.1 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.

2.13.2 City of DeKalb May Terminate for Cause:

2.13.2.1 Termination Justification:

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

2.13.2.1.1 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;

2.13.2.1.2 Disregard of Laws:

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

2.13.2.1.3 Disregard of Engineer's Authority:

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

2.13.2.1.4 Violation of Contract Documents:

Contractor's violation in any substantial way of any provisions of

the Contract Documents

2.13.2.2 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:

2.13.2.2.1 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);

2.13.2.2.2 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

2.13.2.2.3 Completion of the Work:

Complete the Work as City of DeKalb may deem expedient.

2.13.2.3 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.

2.13.2.4 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.

2.13.2.5 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.

2.13.2.6 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.

2.13.3 City of DeKalb May Terminate For Convenience:

2.13.3.1 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;

2.13.3.1.2 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;

2.13.3.1.3 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

2.13.3.1.4 Reasonable Expenses:

Reasonable expenses directly attributable to termination.

2.13.3.2 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.

2.13.4 Contractor May Stop Work or Terminate:

2.13.4.1 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.

2.13.4.2 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:

2.14.1 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.

2.14.2 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.

2.15.1 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.

2.15.2 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.

2.16.2 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 issuedthereunder.

2.16.3 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.

2.16.4 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:

2.17.1 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity-Executive Order 11226:

(Applicable to contracts/subcontracts exceeding $10,000)

2.17.1.1 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.

2.17.1.2 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.

2.17.1.3 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.

2.17.1.4 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:

2.18.1 As used in these specifications:

2.18.1.1 "Covered Area":

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

2.18.1.2 "Director":

"Director" means Director, Office of Federal Contract Compliance

Programs, United States Department of Labor, or any person to whom the Director delegates authority;

2.18.1.3 "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.

2.18.1.4 "Minority":
"Minority" includes:

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

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

2.18.1.4.3 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

2.18.1.4.4 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).

2.18.2 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.

2.18.3 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.

2.18.4 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.

2.18.5 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.

2.18.6 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.

2.18.7 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:

2.18.7.1 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.

2.18.7.2 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.

2.18.7.3 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.

2.18.7.4 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.

2.18.7.5 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.

2.18.7.6 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.

2.18.7.7 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.

2.18.7.8 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.

2.18.7.9 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.

2.18.7.10 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.

2.18.7.11 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.

2.18.7.12 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.

2.18.7.13 Discriminatory Effect:

Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect or 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.

2.18.7.14 Non-Segregated:

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

2.18.7.15 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.

2.18.8 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.

2.18.9 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 nationalorigin.

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 certify 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:

2.19.1 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.

2.19.2 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.

2.19.3 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.

2.19.4 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 thereunder.

2.19.5 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.

2.19.6 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.

2.19.7 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 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.

Section 3: Contractor's Agreement

3.1 Special Equal Opportunity Provisions:

3.1.1 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:

3.1.1.1 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.

3.1.1.2 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.

3.1.1.3 Incorporate Requirements in Subcontracts:

Contractors shall incorporate the foregoing requirements in all subcontracts.

3.1.2 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:

3.1.2.1 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.

3.1.2.2 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.

3.1.2.3 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.

3.1.2.4 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.

3.1.2.5 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.

3.1.2.6 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.

3.1.2.7 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.

3.1.3 Section 503 of the Rehabilitation Act of 1973 Affirmative Action for Handicapped Workers:

(for contracts over $2,500)

3.1.3.1 Not Discriminate because of Physical or Mental Disability:

The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability 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 individuals with disabilities without discrimination based upon their physical or mental disability 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.

3.1.3.2 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.

3.1.3.3 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.

3.1.3.4 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 employees with disabilities and applicants for employment, and the rights of applicants and employees.

3.1.3.5 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 disabled individuals.

3.1.3.6 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.

9*

3.1.4 Section 402 Veterans of the Vietnam Era – Affirmative Action for Disabled Veterans & Veterans of the Vietnam Era:

(if $10,000 and above)

3.1.4.1 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.

3.1.4.2 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).

3.1.4.3 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.

3.1.4.4 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.

3.1.4.5 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.

3.1.4.6 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.

3.1.4.8 As used in this clause:

3.1.4.8.1 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.

3.1.4.8.2 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.

3.1.4.8.3 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.

3.1.4.8.4 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.

3.1.4.8.5 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.

3.1.4.8.6 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.

3.1.4.8.7 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.

3.1.4.8.8 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.

3.1.4.8.9 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.

3.1.5 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.

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

3.1.6.1 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 may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, U.S.C. 170lu. Section 3 requires that employment and other economic opportunities generated by Federal financial assistance for housing and community development projects are, to the greatest extent feasible, directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing. This is accomplished through recruitment, employment, and training of Section 3 Workers and Targeted Section 3 Workers, to the greatest extent feasible, during projects subject to this rule, to meet the Safe Harbor requirements established by HUD.

3.1.6.2 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.

3.1.6.3 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 ortraining.

3.1.6.4 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 75. 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 75 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.

3.1.6.5 Provisions of Section 3, Regulations in 24 CFR Part 75, and All Applicable Rules:

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, 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 75.

Section 4: General Supplemental Additional Conditions:

4.1 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.

4.2 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.

4.3 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.

4.4 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.

4.4.1 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.

4.5 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.

4.6 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 a portable flash drive 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.

4.7 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.

4.8 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) 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, W-9 form, and endorsements for all Contractors' employees who will be using their personal vehicle for transportation for work- related purposes during the workday. 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.

4.8.1 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.

4.8.2 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 retroactive date prior to the start of Work.

4.8.3 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.

4.9 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.

4.10.1 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 are 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

5.1 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.

5.2 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 resultthereof.

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 Indemnitees 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).

5.3 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.

5.3.1 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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 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 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, which 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-cased 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 ofDeKalb.

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.

5.20.1 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:

6.1 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

6.2 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.

6.3 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:

7.1 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.

7.2 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.

7.3 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)

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

Curran Contracting Company		2023 Streets CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements	
Contractor's Name		Project Name	
286 Memorial Ct., Crystal Lake, IL	60014		
Address	Zip Code		Project Number
Jeannine Garriepy		DeKalb	
EEO Officer		Project Location (City, County, State)	
815-455-5150		TBD	07/14/2023
Phone Number		Construction Start Date	Construction End Date

8.1.1 Determination of Project Area boundaries:

8.1.1.1 Address of Proposed Project:

LUCERNE LANE	City of DeKalb	DeKalb County
Street	City or Township	County

For the purposes of this Section 3 Affirmative Action plan, the "Service Area" is an area within a one mile radius of the Section 3 project or an area within a circle centered around the Section 3 project that encompasses 5,000 people.

8.1.2 Specific Affirmative Action Steps:

Curran Contracting Company (Name of Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and project businesses:

8.1.2.1 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.

8.1.2.2 Recruit From the Appropriate Areas:
To attempt to recruit from the appropriate area 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.

8.1.2.3 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.

8.1.2.4 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.

8.1.2.5 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, in a Section 3 covered project area.

8.1.2.6 Formally Contract Unions, Subcontractors, and Trade Associations:

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

8.1.2.7 Pending Contractual Opportunities:

To insure that all appropriate project area Section 3 business concerns are notified of pending contractual opportunities.

8.1.2.8 Maintaining Records:

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

8.1.2.9 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.

8.1.2.10 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.

As officers and representatives of Curran Contracting Company (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	Nick Schram, Vice President
	Title

8.2 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
Business	Three (3)	3,000,000.00	Four (4)	3,250,000.00

Curran Contracting Company	2023 Streets CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements
Company	Project Name
Project Number	EEO Officer's Signature
04/26/2023	
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.

8.3 Estimated Project Workforce Breakdown – Table B:

Column 1	Column 2	Column 3	Column 4	Column 4	Column 5
Job Category	Total Estimated Positions	No. Positions By Permanent Employees	No. Positions By Current *Section 3 Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled With *Section 3 and *Targeted Section 3 Workers
Officers/Supervisors	1	1	0	0	0
Professionals					
Technicians					
Housing - Sales/Rental/					
Office Clerical	2	2	0	0	0
Service Workers	1	1	1	0	0
Others					
Trade: Asphalt Paving					
Journeyman	6	6	0	0	0
Helpers					
Apprentices	4	4	0	0	0
Maximum No.					
Others					
Trade: Sewer					
Journeyman	2	2	0	0	0
Helpers					
Apprentices					
Maximum No.					
Others					
Trade: Striping					
Journeyman	2	2	0	0	0
Helpers					
Apprentices					
Maximum No.					
Others					
Totals:	14	14	0	0	0

***Section 3 Worker** – Any worker who **currently fits**, or **when hired within the past five years** fit, at least one of the following categories:

- a low- or very-low income worker; OR
- employed by a Section 3 Business concern; OR
- a Youthbuild participant.

***Targeted Section 3** worker is:

- employed by a Section 3 business concern; OR
- one who currently fits, or when hired fit one of the following categories within the past five years:
- living in the service area of the Section 3 project; OR
- or a Youthbuild participant.

For the purposes of this Section 3, the "Service Area" is an area within a one mile radius of the Section 3 project, or an area within a circle centered around the Section 3 project that encompasses 5,000 people.

Individuals residing within the City of DeKalb of whose family income does not exceed 80% of the area median income in the Standard Metropolitan Statistical Area for a family of one qualify as low income. For current workers to qualify as Section 3 workers, use the area median income in the Standard Metropolitan Statistical Area for a family of one for the area where the worker currently resides.

Curran Contracting Company

COMPANY

8.4 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: Curran Contracting Company
Address: 286 Memorial Ct., Crystal Lake, IL 60014
Phone Number: 815-455-5150
IRS EIN: 36-3506119

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.
      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 bid. $ See BLR 12201
3. Anticipated performance period. TBD - 07/14/2023
4. Female owned business.
   _____ Yes X No
5. Expected total number of employees who will perform the proposed construction.
   14
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**
✓	White	No	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.

Nick Schram, Vice President	
Name & Title of Signer	04/26/2023
Signature	Date

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

CURRAN

Reference Contact – Paving Division 2023

Name of project (Job Number): City of Dekalb Streets 2020 (06-20-0025)
Description of Work Performed: Pavement Removal, Paving, Striping, Concrete
Contract: $ 833,933.56
Start & Completion: 07/2020 – 11/10/2020
Curran the Prime or Subcontractor: Prime
Project Owner or GC: City of Dekalb
Mailing Address: 1216 Market Street, DeKalb, IL 60115
Name of Contact Person: Zachary Gill
Phone: 815-748-2331
Email Address: Zachary.gill@cityofdekalb.com
Name of Architect or Engineer: Fehr Graham
Mailing Address: 515 Lincoln Highway, Rochelle, IL 61068
Name of Contact Person: Jason Stoll
Phone: 815-562-9087
Fax: 815-562-4233
Email Address: jstoll@fehr-hraham.com

Name of project (Job Number): Project Donkey (06-20-0072)
Trammell Crow – DeKalb Distribution Center, 801 E. Gurler Road, DeKalb, IL 60115
Description of Work Performed: Aggregate Base, HMA Paving
Contract: $ 555,000.00
Start & Completion: 05/2020 – 10/30/2020
Curran the Prime or Subcontractor: Subcontractor
Project Owner or GC: Krusinski Construction Company
Mailing Address: 2107 Swift Drive, Oak Brook, IL 60523
Name of Contact Person: Dominic Valvano
Phone: (630) 573-7700
Fax: (630) 573-7780
Email Address: dominicv@krusinski.com
Name of Architect or Engineer: Harris Architects Inc.
Mailing Address: 4801 Emerson Avenue, Suite 210, Palatine, IL 60067
Name of Contact Person: N/A
Phone: 630-303-1155

Name of project (Job Number): City of Rockford, 9th St Reconstruction (06-20-0080)
Contract: $ 341,969.00
Start & Completion: 07/2020 – 11/9/2020
Description of Work Performed: HMA Pavement
Curran the Prime or Subcontractor: Subcontractor
Project Owner or GC: N-Trak Group
Mailing Address: 1523 Windsor Road, Loves Park, IL 61111
Name of Contact Person: Casey Morgan
Phone: (815) 509-3725
Fax: (815) 282-3003
Email Address: cmorgan@ntrackgroup.com
Name of Architect or Engineer: Fehr Graham
Mailing Address: 515 Lincoln Highway, Rochelle, Illinois 61068
Name of Contact Person: Jason Stoll
Phone: Phone: 815-562-9087
Fax Numbers: 815-562-4233
Email Address: jstoll@fehr-hraham.com

CURRAN

Name of project (Job Number): Sycamore MFT (06-21-0080)
Description of Work Performed: HMA Pavement/Concrete
Contract: $ 795,770.46
Start & Completion: 07/2021 – 10/2021
Curran the Prime or Subcontractor: Prime
Project Owner or GC: City of Sycamore
Mailing Address: 475 N Cross St., Sycamore, IL 60178
Name of Contact Person: Mark Bushnell
Phone: 815-895-4557
Email Address: mbushnell@cityofsycamore.com
Name of Architect or Engineer: City of Sycamore

Name of project (Job Number): City of Rockford Gr#5 Parking Lots (06-22-0121)
Description of Work Performed: Milling & Paving
Contract Total: $634,472.36
Start & Completion Date: 9/2022 - 11/2022
Curran the Prime or Subcontractor: Subcontractor
Project Owner or GC: N-Trak Group
Mailing Address: 1523 Windsor Rd
City, State, Zip: Loves Park, IL 61111
Name of Contact Person: Casey Morgan
Phone: 815-282-3000
Fax: 815-282-3003
Email Address: cmorgan@ntrakgroup.com
Name of Architect or Engineer: City of Rockford
Mailing Address: 425 E State St
City, State, Zip: Rockford, IL 61104
Name of Contact Person: Larry Graham
Phone: 779-348-7468
Email Address: larry.graham@rockfordil.gov

Name of project (Job Number): City of Dekalb BP#4 (06-22-0118)
Description of Work Performed: Milling, Paving, Structure Adjustments
Contract Total: $ 499,070.60
Start & Completion Date: 20 Working Days - 10/2022
Curran the Prime or Subcontractor: Prime
Project Owner or GC: City of Dekalb
Mailing Address: 1216 Market Street
City, State, Zip: Dekalb, IL 60115
Name of Contact Person: Zachary Gill
Phone: 815-748-2331
Fax: 815-748-2331
Email Address: zachary.gill@cityofdekalb.com
Name of Architect or Engineer: Fehr Graham
Mailing Address: 515 Lincoln Hwy
City, State, Zip: Rochelle, IL 61068
Name of Contact Person: Jason Stoll
Phone: 815-562-9087
Fax: 815-562-4233
Email Address: jstoll@fehr-graham.com

8.5 Subcontractor Certification Form:

2023 Streets CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements	Curran Contracting Company
Project Name	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: _ CONIN CONTRACTOR SERVICES, INC
Address: _ 1800 DOC WOLF DR PO BOX 1022 BELVIDERE, IL 61008
Phone Number: _ 815-596-0640
IRS EIN: _ 27-5216848

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. $ 8,929
3. Anticipated performance period. 3 DAYS
4. Female owned business.
   _____ Yes _X_ No
5. Expected total number of employees who will perform the proposedsubcontract.
   4
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**
	White		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?
X	Other	X	Hispanic?

Remarks:

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

JOSE L. AGUILAR, PRESIDENT	
Name & Title of Signer	
Signature	4/24/2023 Date

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

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: MARTENSON TURF
Address: WATERMAN, IL
Telephone Number: 815-264-3322
Email Address: martenson3@mtp78.com
Primary Contact Person: KEVIN ALBRECHT
Primary Contact Cellular Telephone: 815-264-3322
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman:

PROVIDE SEED, FERTILIZER, BLANKET, AND INLETS

5 REFERENCES:

-JA Johnson Paving: Elmhurst 2022 Contract Paving
-Martam: Park Ridge Green Alley Reconstruction
-Mauro: Leyden Twshp 2022 Water Main
-Stenstrom: IDOT Contract 85726
-William Charles: IDOT Contract 64H08

#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:

CONIN INC.
1800 DOC WOLF DR PO BOX 1022
BELVIDERE, IL 61008
815-596-0640
CONIN.INC@GMAIL.COM

DATE: 4/17/2023

CONTRACT: CITY OF DEKALB- LUCERNE LN RESURF/ADA IMPROVEMENTS

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	BASE BID- ADDENDUM NO. 1				
21101615	TOPSOIL F&P 4	75	SY	$ 25.00	$ 1,875.00
25000110	SEEDING CL 1A	0.03	AC	$ 35,000.00	$ 1,050.00
25000400	NITROGEN	3	LB	$ 2.00	$ 6.00
25000500	PHOSPHORUS	3	LB	$ 2.00	$ 6.00
25000600	POTASSIUM	3	LB	$ 2.00	$ 6.00
25100630	EROSION CONTROL BLANKET	75	SY	$ 8.00	$ 600.00
28000500	INLET & PIPE PROTECTION	5	EA	$ 300.00	$ 1,500.00
	ALTERNATE BID 1				
21101615	TOPSOIL F&P 4	175	SY	$ 10.00	$ 1,750.00
25000110	SEEDING CL 1A	0.07	AC	$ 15,000.00	$ 1,050.00
25000400	NITROGEN	6	LB	$ 2.00	$ 12.00
25000500	PHOSPHORUS	6	LB	$ 2.00	$ 12.00
25000600	POTASSIUM	6	LB	$ 2.00	$ 12.00
25100630	EROSION CONTROL BLANKET	175	SY	$ 6.00	$ 1,050.00
				TOTAL	$ 8,929.00

EXCLUSIONS: BONDING, ALL TRAFFIC CONTROL, LAYOUT, STAKING, ENGINEERING, SPECIAL INSURANCE, INSURANCE OVER CONTRACT LIMITS, RETAINAGE, SUBGRADE +/- .10", SPOIL REMOVAL.

QUOTE BASED ON STRAIGHT TIME, M-F 8 HR DAYS 7AM-3PM.

NO EXTRA WORK TO BE PERFORMED WITHOUT A SIGNED & APPROVED CHANGE ORDER.

8.5 Subcontractor Certification Form:

2023 Streets CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements	Curran Contracting Company
Project Name	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: _
Address: _
Phone Number: _
IRS EIN: _

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. $See Attached Quote
3. Anticipated performance period. 1 day
4. Female owned business.
   X Yes _____ No
5. Expected total number of employees who will perform the proposed subcontract.
   2
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**
X	White		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.

Name & Title of Signer Mary Cofer, secretary

Signature Mary Cofer Date 4/20/23

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

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: Countryman Inc
Address: 1222 Buchanan St Rockford, IL 61101
Telephone Number: 815.965-2610
Email Address: office@countrymaninc.net
Primary Contact Person: Mary Cofer
Primary Contact Cellular Telephone: 815-965-2610
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman: pavement marking

1. Curran Contracting
2. William Charles
3. N-TRAK Group
4. Rock Road Companies
5. Mathn + Company

#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:

QUOTATION

Countryman Inc
PO Box 1364
Rockford, IL 61105
Phone: 815-965-2610
Fax: 815-965-6809
Cell: 815-979-0876

Quote #: 13726

April 21, 2023

CITY OF DEKALB

CURRAN CONTRACTING

Dear Sir / Madam:

The undersigned proposed to furnish all materials and perform all labor necessary to complete the following:

THERMOPLASTIC PVT MARKING LINE 6 15 LF @ $6.00	$90.00
THERMOPLASTIC PVT MARKING LINE 24 95 LF @ $24.00	$2,280.00

ONE MOBILIZATION INCLUDED

ALL WORK TO BE PERFORMED DURING NORMAL WORKING HOURS (MONDAY-FRIDAY/ 7am-3:30 pm)
PRIVATE UNDERGROUND UTILITIES ARE TO BE MARKED BY OTHERS
DOES NOT INCLUDE RAILROAD INSURANCE

All of the above work to be completed in a substantial and workmanlike manner for the sum of:
AS SHOWN ABOVE Dollars.
The entire amount of this contract is due and payable from this quotation upon completion of the work. All alteration or deviation form above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. We maintain Workmen's Compensation and Public Liability Insurance.

NOTE!
A SERIVE CHARGE OF 1.5% WILL BE ADDED TO AMOUNTS OVER 30 DAYS OLD. THIS REFLECTS AN 18% ANNUAL INTEREST RATE

Respectfully Submitted,
Mary Coffin, Sec.
COUNTRYMAN INC

ACCEPTANCE

You are hereby authorized to furnish all equipment and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Date:_____ Sign:_____
please sign and return a copy

8.5 Subcontractor Certification Form:

2023 Streets CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements	Curran Contracting Company
Project Name	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: N-TRAK Group, LLC
Address: 1523 Windsor Rd., Loves Park, IL 61111
Phone Number: 815-282-3000
IRS EIN: 27-2411547

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. $ 62,885
3. Anticipated performance period. 2 weeks
4. Female owned business.
   X Yes _____ No
5. Expected total number of employees who will perform the proposed subcontract.
   6
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
X	White		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.

Danielle Schlichting, Managing Member

Name & Title of Signer	
Danielle Schlichting	4/25/23
Signature	Date

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

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: N-TRAK Group
Address: 1523 Windsor Rd. Loves Park,IL 61111
Telephone Number: 8152823000
Email Address: dschlichting@ntrakgroup.com
Primary Contact Person: Danielle Schlichting
Primary Contact Cellular Telephone: 815-282-3000
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman:
Remove and Replace Sidewalk, Remove and Replace Curb, Adjust Manholes.

#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:

N-TRAK Group, LLC

References

- Kyle Saunders, Director of Public Works
  City of Rockford
  425 E. State St.
  Rockford, IL 61107
  779-348-7371

- Adam Bunge, Project Manager
  C.E.S., Inc.
  700 W. Locust St.
  Belvidere, IL 61008
  815-547-8435

- Chris Dopkins, Village of Machesney Park Engineer
  McMahon Associates, Inc.
  1700 Hutchins Rd.
  Machesney Park, IL 61115
  815-636-9590

- Jeff Linkenheld, Principal
  Arc Design Resources, Inc.
  5291 Zenith Pkwy.
  Loves Park, IL 61111
  815-484-4300

- Tom Lind, Landscape Architect
  Rockford Park District
  401 S Main St.
  Rockford, IL 61101
  815-987-1649

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

Curran Contracting Company	04/26/2023
(Appropriate Recipient)	Date
2023 Streets CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements	
Project Name	Project Number

The undersigned, having executed a contract with City of DeKalb for Prime Contractor/ Paving (nature of work) for the construction of the above-identified project, acknowledges that:

a. The Labor Standards Provisions are included in the aforesaid contract;
b. 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:

a. 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));
b. 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:

a. The legal name and the business address of the undersigned are:

Curran Contracting Company

286 Memorial Ct., Crystal Lake, IL 60014

b. The undersigned is:
   (1) A Single Proprietorship _____
   (2) A Partnership _____
   (3) A Corporate Organized In The State Of: Illinois
   (4) Other Organization (describe) _____

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

Name	Title	Address
Rick Noe	President	286 Memorial Ct., Crystal Lake, IL 60014
Todd Gierke	Treasurer	286 Memorial Ct., Crystal Lake, IL 60014
Greg Preves	Secretary	286 Memorial Ct., Crystal Lake, IL 60014

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, sostate):

Name	Title	Address
None		

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

Name	Title	Address
None		

Nick Schram, Vice President	
Name & Title of Signer	04/26/2023
Signature	Date

Warning

U.S. Criminal Code, Section 1010, Title 18, U.S.C., providers 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."

8.7 Disclosure of Lobbying Activities

approved by omb

Complete this form to disclose lobbying activities pursuant to 31U.S.C.1352 4040-0013

1. * Type of Federal Action:
- ☒ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. * Status of Federal Action:
- ☒ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. * Report Type:
- ☒ a. initial filing
- ☐ b. material change

4. Name and Address of Reporting Entity:

☒ Prime ☐ Sub Awardee

** Name* Curran Contracting Company

** Street 1* 286 Memorial Ct. *Street 2*

** City* Crystal Lake *State* Illinois *Zip* 60014

Congressional District, if known:

5 If Reporting Entity in No.4 is Sub awardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:
HUD, City of DeKalb

7.* Federal Program Name/Description:
Community Development Block Grant program

CFDA Number, if *applicable:*

8. Federal Action Number, *if known*:
36-3506119

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Registrant:

Prefix **First Name* *Middle Name*

** Last Name* *Suffix*

Street 1 *Street 2*

** City* *State* *Zip*

10. a. Name and Address of Lobbying Registrant:

Prefix **First Name* *Middle Name*

** Last Name* *Suffix*

Street 1 *Street 2*

** City* *State* *Zip*

11. 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 tier 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* Nick *Middle Name*

** Last Name* Schram *Suffix*

Title: Vice President Telephone No.: 815-455-5150 Date: 04/26/2023

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

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

This disclosure form shall be completed by the reporting entity, whether sub awardee 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 follow up 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 or 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 sub awardee, e.g., the first sub awardee 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 "Sub awardee," 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 or 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 applicableto 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 l(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 theworkers.

(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.)

(c) 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 l(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 l(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)

TITLE 18, U.S.C., SECTION 874
(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)

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.

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 asfollows:

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. 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.

(a) 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 advancedfunds.

(b) 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.

(c) 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 theemployee.

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

(e) 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.

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

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

(h) 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.

(i)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; 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

(c) 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 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 of 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: IL20230011 23Pages

~~General Decision Number: _____ Pages~~

Exhibit E Specifications (Immediately Following This Page)

General Requirements – Division 01

"General Decision Number: IL20230011 04/07/2023

Superseded General Decision Number: IL20220011

State: Illinois

Construction Types: Heavy and Highway

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

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/06/2023
1	03/03/2023
2	03/31/2023
3	04/07/2023

CARP0555-003 06/01/2022

DUPAGE ANE LAKE COUNTIES

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

CARP0555-008 06/01/2020

WILL COUNTY

	Rates	Fringes
Carpenter and Piledriver	$ 49.76	38.26

CARP0555-011 06/01/2022

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

	Rates	Fringes
Carpenter and Piledriver	$ 52.01	38.86

CARP0790-003 05/01/2022

DE KALB COUNTY

	Rates	Fringes
CARPENTER	$ 45.81	34.16

CARP0790-004 05/01/2022

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

	Rates	Fringes
CARPENTER	$ 45.81	34.16

CARP0792-003 05/01/2022

BOONE COUNTY

	Rates	Fringes
CARPENTER	$ 47.00	32.97

ELEC0009-002 05/29/2022

WILL COUNTY

	Rates	Fringes
Line Construction		
Groundman	$ 45.44	61.70%

Lineman and Equipment Operator	$ 58.25	61.70%

ELEC0117-001 05/30/2022

KANE (Northern Half) and McHENRY (All) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 53.43	38.39%+17.55

ELEC0150-001 05/31/2021

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN	$ 42.82	45.77

ELEC0176-011 06/01/2020

WILL COUNTY

	Rates	Fringes
ELECTRICIAN	$ 47.00	41.09

ELEC0196-001 03/06/2023

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

	Rates	Fringes
Line Construction		
Equipment Operator	$ 49.22	34%+7.00+A
Groundman Truck Driver	$ 39.19	34%+7.00+A
Groundman	$ 37.81	34%+7.00+A
Lineman, Substation Technician, Cable Splicing Technician, Digger Operator, Crane Operator 20 tons and above, and Signal Technician	$ 59.17	34%+7.00+A

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

ELEC0364-003 05/30/2022

BOONE (All) & DEKALB (Remainder) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 52.00	39.36

ELEC0461-006 05/30/2022

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

	Rates	Fringes
ELECTRICIAN	$ 51.84	38.38

ELEC0701-001 06/03/2019

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN	$ 41.00	105.86%

ENGI0150-015 06/01/2022

BOONE and DE KALB COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1	$ 49.40	46.20
Group 2	$ 48.85	46.20
Group 3	$ 47.55	46.20
Group 4	$ 46.10	46.20
Group 5	$ 44.65	46.20

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing

Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

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

GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3"" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd

GROUP 5: Oilers

PREMIUM PAY:

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

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

Long Boom pay and Capacity pay cannot be combined.

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

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

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

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

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

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

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* ENGI0150-024 06/01/2022

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

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1	$ 53.30	46.00
GROUP 2	$ 52.75	46.00
GROUP 3	$ 50.70	46.00
GROUP 4	$ 49.30	46.00
GROUP 5	$ 48.10	46.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

*Requires Oiler

IRON0001-014 06/01/2021

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

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

IRON0063-003 06/01/2021

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

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 52.13	39.47

IRON0393-003 06/01/2021

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

	Rates	Fringes
IRONWORKER	$ 48.83	39.84

IRON0444-006 06/01/2022

KENDALL (Southern Part) and WILL COUNTIES

	Rates	Fringes
IRONWORKER	$ 47.80	42.50

IRON0498-003 06/01/2021

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

	Rates	Fringes
IRONWORKER	$ 41.37	44.41

LABO0002-004 06/01/2018

DUPAGE COUNTY

	Rates	Fringes
LABORER (SEWER CONSTRUCTION)		
GROUP 1	$ 42.72	28.19
GROUP 2	$ 42.85	28.19
GROUP 3	$ 42.95	28.19
GROUP 4	$ 43.07	28.19
GROUP 5	$ 42.72	28.19

LABORER CLASSIFICATIONS

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

GROUP 2: Concrete Laborers; Steel Setters.

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

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

Burners; Well Point System Men.

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

LABO0002-009 06/01/2018

DU PAGE COUNTY

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 lbs	$ 43.72	28.19
16 - 20 lbs	$ 44.22	28.19
21 - 26 lbs	$ 44.72	28.19
27 - 33 lbs	$ 45.72	28.19
34 lbs and over	$ 46.72	28.19
LABORER (Tunnel and Sewer)		
GROUP 1	$ 42.72	28.19
GROUP 2	$ 42.85	28.19
GROUP 3	$ 42.95	28.19
GROUP 4	$ 43.07	28.19
GROUP 5	$ 42.72	28.19

LABORER CLASSIFICATIONS (TUNNEL)

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

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

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

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

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

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

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

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

GROUP 5: Asbestos abatement laborer, Toxic and hazardous

waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

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LABO0032-007 05/01/2021

DE KALB COUNTY

	Rates	Fringes
LABORER		
General Laborer	$ 38.75	34.91
Skilled Laborer	$ 41.90	34.91

LABORER CLASSIFICATIONS

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

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

LABO0075-002 06/01/2017

WILL COUNTY

	Rates	Fringes

LABORER

GROUP 1	$ 41.20	27.47
GROUP 2	$ 41.55	27.47
GROUP 3	$ 41.20	27.47
GROUP 4	$ 41.55	27.47
GROUP 5	$ 41.40	27.47
GROUP 6	$ 41.55	27.47
GROUP 7	$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

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

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways,

streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work; Wagon and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborers

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

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

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

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

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LABO0149-002 06/01/2018

BOONE, KANE, KENDALL, AND McHENRY COUNTIES

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

LABORER CLASSIFICATIONS

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

GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

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

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

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

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

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LABO0152-003 06/01/2017

LAKE COUNTY

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

LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

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

GROUP 5: Cement Gun Nozzle (Gunite)

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

PAIN0014-003 06/01/2022

LAKE and WILL COUNTIES

	Rates	Fringes

PAINTER: Brush Only.....$ 50.30 31.07

PAIN0030-001 06/01/2022

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

	Rates	Fringes
PAINTER Brush, Drywall Taper/Finisher, Sandblaster, and Spray	$ 50.30	25.43

PAIN0030-004 06/01/2022

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

	Rates	Fringes
PAINTER Brush, Roller, Spray, Sandblasting, Paperhanger, Drywall Finishing, Taper, and Spray Structural Steel	$ 42.90	27.41

PLAS0011-002 06/01/2020

WILL COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 44.19	39.41

PLAS0011-008 06/01/2022

DE KALB, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 49.70	38.94

PLAS0011-013 06/01/2022

LAKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 48.00	40.66

PLAS0011-015 06/01/2022

BOONE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 40.10	34.62
PLASTERER	$ 37.00	35.86

PLAS0803-001 08/01/2010

DUPAGE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 38.00	24.03

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* TEAM0179-002 06/01/2017

KENDALL and WILL COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks	$ 37.68	0.15+a
4 Axle Trucks	$ 37.83	0.15+a
5 Axle Trucks	$ 38.03	0.15+a
6 Axle Trucks	$ 38.23	0.15+a

FOOTNOTES:
a. $733.20 per week.
b. Lowboy rate based on number of axles

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

CLASSIFICATIONS:

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

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

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

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

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* TEAM0301-001 06/01/2019

LAKE AND MCHENRY COUNTIES

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

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

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

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

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

CLASSIFICATIONS:

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

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

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

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

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* TEAM0325-004 06/01/2020

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles	$ 39.87	22.60
4 Axles	$ 40.02	22.60
5 Axles	$ 40.22	22.60
6 Axles	$ 40.33	22.60

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

CLASSIFICATIONS:

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

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

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation
Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional $0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more
*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be $2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice;
Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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* TEAM0330-002 06/01/2019

DEKALB COUNTY

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

FOOTNOTE: a. $868.50 per week

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

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

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

CLASSIFICATIONS:

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

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

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

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

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* TEAM0673-003 06/01/2019

DU PAGE and KANE COUNTIES

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

FOOTNOTE: a. $861.10 per week.

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

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

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

CLASSIFICATIONS:

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

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

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

more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

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* TEAM0731-002 04/01/2023

	Rates	Fringes
Traffic Control Device Monitor TRAFFIC SAFETY WORKER: Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....	$ 40.10	20.95

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

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.

Exhibit G Bid Sheet: **IN LIEU OF THIS EXHIBIT G Bid Sheet, PLEASE REFER TO IDOT BLR 12201 SCHEDULE OF PRICES**

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:**
2023 Streets CDBG BP 1 Luceme Lane Resurfacing & ADA Improvements	Curran Contracting Company	Nick Schram, Vice President

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

1) Base Bid $ 162,775.15

2) Alt 1 $ 37,066.00

3) $

4) **Package price for all work listed in lines 1-3 (if different from sum of lines 1-3)**
$ 199,841.15

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?	☑ YES	☐ NO
If yes, have you included all required information with your bid submittal?	☑ YES	☐ NO
Are your subcontractors registered to do business with the City?	☑ YES N-TRAK	☑ 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.

Curran Contracting Company
Bidder's Firm Name

286 Memorial Ct.
Street Address

Crystal Lake IL 60014
City State Zip

815-455-5150
Phone Number

04/26/2023
Date

Signed Name and Title

Nick Schram, Vice President
Print Name and Title

estimating@currancontracting.com
Code E-mail Address

815-455-7894
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

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 BLR 12201 Schedule of Prices. 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 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 BLR 12201 Schedule of Prices, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in BLR 12201 Schedule of Prices, 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. 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 36-3506119 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/ornegligence.
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) inIllinois.

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:	For the Contractor:
City Manager	Zach Theis
City of DeKalb	Curran Contracting Company
164 E. Lincoln Hwy.	286 Memorial Ct.
DeKalb, IL 60115	Crystal Lake, IL. 60014

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 his/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

_____
City Mayor/Manager

_____
City Clerk

Contractor

_____

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 unavailability 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:

_____

_____

_____

_____

_____

_____

_____

_____

_____

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: 2023 STREETS CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements

Completion of 2023 STREETS CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements 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: Lucerne Lane from 4th St. to 7th St., DeKalb, IL

Description of Property: Resurfacing of Lucerne Lane from 4th St. to 7th St., and ADA ramps at various intersections with Lucerne Lane and Ball Avenue.

Contractor's scope of work includes the following: **PLEASE REFER TO IDOT BLR 11310 SPECIAL PROVISIONS**

Exhibit L Project Checklist:

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

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: See attached
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:

#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 punch list 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 punch list 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 punch list 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: 2023 Streets CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements

General Description of Project:
Resurfacing of Lucerne Lane from 4th St. to 7th St., and ADA ramps at various intersections with Lucerne Lane and Ball Avenue.

Website Link: Quest CDN

Date of Addendum: (1) 04/20/2023

Description Included in BID Packet.

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2023

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-22) (Revised 1-1-23)

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.		Page No.
202	Earth and Rock Excavation	1
204	Borrow and Furnished Excavation	2
207	Porous Granular Embankment	3
211	Topsoil and Compost	4
407	Hot-Mix Asphalt Pavement (Full-Depth)	5
420	Portland Cement Concrete Pavement	6
502	Excavation for Structures	7
509	Metal Railings	8
540	Box Culverts	9
542	Pipe Culverts	29
586	Granular Backfill for Structures	34
644	High Tension Cable Median Barrier	35
782	Reflectors	36
801	Electrical Requirements	38
821	Roadway Luminaires	40
1003	Fine Aggregates	41
1004	Coarse Aggregates	42
1020	Portland Cement Concrete	43
1030	Hot-Mix Asphalt	44
1067	Luminaire	45
1097	Reflectors	52

Illinois Department of Transportation

Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	

☐ **Check this box for lettings prior to 01/01/2023.**

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

Check Sheet #			Page No.
1	☐	Additional State Requirements for Federal-Aid Construction Contracts	53
2	☐	Subletting of Contracts (Federal-Aid Contracts)	56
3	☐	EEO	57
4	☐	Specific EEO Responsibilities Non Federal-Aid Contracts	67
5	☐	Required Provisions - State Contracts	72
6	☐	Asbestos Bearing Pad Removal	78
7	☐	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	79
8	☐	Temporary Stream Crossings and In-Stream Work Pads	80
9	☐	Construction Layout Stakes	81
10	☐	Use of Geotextile Fabric for Railroad Crossing	84
11	☐	Subsealing of Concrete Pavements	86
12	☐	Hot-Mix Asphalt Surface Correction	90
13	☐	Pavement and Shoulder Resurfacing	92
14	☐	Patching with Hot-Mix Asphalt Overlay Removal	93
15	☐	Polymer Concrete	95
16	☐	Reserved	97
17	☐	Bicycle Racks	98
18	☐	Temporary Portable Bridge Traffic Signals	100
19	☐	Nighttime Inspection of Roadway Lighting	102
20	☐	English Substitution of Metric Bolts	103
21	☐	Calcium Chloride Accelerator for Portland Cement Concrete	104
22	☐	Quality Control of Concrete Mixtures at the Plant	105
23	☒	Quality Control/Quality Assurance of Concrete Mixtures	113
24	☐	Reserved	129
25	☐	Reserved	130
26	☐	Temporary Raised Pavement Markers	131
27	☐	Restoring Bridge Approach Pavements Using High-Density Foam	132
28	☐	Portland Cement Concrete Inlay or Overlay	135
29	☐	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	139
30	☐	Longitudinal Joint and Crack Patching	142
31	☐	Concrete Mix Design - Department Provided	144
32	☐	Station Numbers in Pavements or Overlays	145

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

Check Sheet #			Page No.
LRS 1		**Reserved**	147
LRS 2	☐	Furnished Excavation	148
LRS 3	☐	Work Zone Traffic Control Surveillance	149
LRS 4	☒	Flaggers in Work Zones	150
LRS 5	☒	Contract Claims	151
LRS 6	☒	Bidding Requirements and Conditions for Contract Proposals	152
LRS 7	☐	Bidding Requirements and Conditions for Material Proposals	158
LRS 8		**Reserved**	164
LRS 9	☐	Bituminous Surface Treatments	165
LRS 10		**Reserved**	169
LRS 11	☒	Employment Practices	170
LRS 12	☒	Wages of Employees on Public Works	172
LRS 13	☒	Selection of Labor	174
LRS 14	☐	Paving Brick and Concrete Paver Pavements and Sidewalks	175
LRS 15	☒	Partial Payments	178
LRS 16	☒	Protests on Local Lettings	179
LRS 17	☒	Substance Abuse Prevention Program	180
LRS 18	☐	Multigrade Cold Mix Asphalt	181
LRS 19	☐	Reflective Crack Control Treatment	182

BDE SPECIAL PROVISIONS
For the January 20, 2023 and March 10, 2023 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

	File Name	#		Special Provision Title	Effective	Revised
	80099	1	☐	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	☐	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	☐	Automated Flagger Assistance Device	Jan. 1, 2008	
	80173	4	☐	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	☐	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
	80436	6	☐	Blended Finely Divided Minerals	April 1, 2021	
*	80241	7	☐	Bridge Demolition Debris	July 1, 2009	
*	5053I	8	☐	Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	5026I	9	☐	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80384	10	☑	Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11	☐	Completion Date (via calendar days)	April 1, 2008	
*	80199	12	☐	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80261	13	☐	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	14	☐	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
*	80029	15	☐	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	16	☐	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80447	17	☐	Grading and Shaping Ditches	Jan. 1, 2023	
	80433	18	☐	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443	19	☐	High Tension Cable Median Barrier Removal	April 1, 2022	
	80446	20	☐	Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	
	80438	21	☐	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80045	22	☐	Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80441	23	☑	Performance Graded Asphalt Binder	Jan. 1, 2023	
*	3426I	24	☐	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80445	25	☑	Seeding	Nov. 1, 2022	
	80340	26	☐	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	27	☐	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	28	☐	Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	29	☑	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437	30	☑	Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
	80435	31	☐	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410	32	☐	Traffic Spotters	Jan. 1, 2019	
*	20338	33	☐	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	34	☐	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	35	☑	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80440	36	☐	Waterproofing Membrane System	Nov. 1, 2021	
	80302	37	☐	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80427	38	☑	Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071	39	☐	Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions have been deleted from use.

File Name	Special Provision Title	Effective	Revised
5048I	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5049I	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010

The following special provisions are in the 2023 Supplemental Specifications and Recurring Special Provisions.

File Name	Special Provision Title	New Location(s)	Effective	Revised
80293	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	Articles 540.04 & 540.06	April 1, 2012	July 1, 2016
80311	Concrete End Sections for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	April 1, 2016
80422	High Tension Cable Median Barrier	Articles 644.02, 644.05, 782.01, 782.04, 782.07 & 1097.02	Jan. 1, 2020	Jan. 1, 2022
80442	Hot-Mix Asphalt	Articles 1030.09 & 1030.10	Jan. 1, 2022	Aug. 1, 2022
80444	Hot-Mix Asphalt – Patching	Errata – Article 442.08(b)	April 1, 2022	
80411	Luminaires, LED	Articles 801.05(a), 821.02(d), 821.03, 821.08 & 1067.01-1067.06	April 1, 2019	Jan. 1, 2022
80418	Mechanically Stabilized Earth Retaining Walls	Articles 1003.07 & 1004.06	Nov. 1, 2019	Nov. 1, 2020
80430	Portland Cement Concrete – Haul Time	Article 1020.11(a)(7)	July 1, 2020	
80395	Sloped Metal End Section for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2018	
80318	Traversable Pipe Grate for Concrete End Sections	Articles 540.04, 540.07, 540.08 & 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	Jan. 1, 2018

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017
Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

"(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

(1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.

(2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.

(3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

Revise Article 107.40(c) of the Standard Specifications to read:

"(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

(1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

(2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

(3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

(1) When adverse weather prevents work on the controlling item.

(2) When job conditions due to recent weather prevent work on the controlling item.

(3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.

(4) When delays caused by utility or railroad adjustments prevent work on the controlling item.

(5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.

(6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

"(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited."

Add the following to Section 109 of the Standard Specifications.

"**109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

(a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to $5,000,000	One Project Superintendent
Over $ 5,000,000 - up to $25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over $25,000,000 - up to $50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over $50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

80384

PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

"**1032.05 Performance Graded Asphalt Binder.** These materials will be accepted according to the Bureau of Materials Policy Memorandum, "Performance Graded Asphalt Binder Qualification Procedure." The Department will maintain a qualified producer list. These materials shall be free from water and shall not foam when heated to any temperature below the actual flash point. Air blown asphalt, recycle engine oil bottoms (ReOB), and polyphosphoric acid (PPA) modification shall not be used.

When requested, producers shall provide the Engineer with viscosity/temperature relationships for the performance graded asphalt binders delivered and incorporated in the work.

(a) Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 "Standard Specification for Performance Graded Asphalt Binder" for the grade shown on the plans and the following.

Test	Parameter
Small Strain Parameter (AASHTO PP 113) BBR, ΔTc, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5 °C min.

(b) Modified Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 "Standard Specification for Performance Graded Asphalt Binder" for the grade shown on the plans.

Asphalt binder modification shall be performed at the source, as defined in the Bureau of Materials Policy Memorandum, "Performance Graded Asphalt Binder Qualification Procedure."

Modified asphalt binder shall be safe to handle at asphalt binder production and storage temperatures or HMA construction temperatures. Safety Data Sheets (SDS) shall be provided for all asphalt modifiers.

(1) Polymer Modification (SB/SBS or SBR). Elastomers shall be added to the base asphalt binder to achieve the specified performance grade and shall be either a styrene-butadiene diblock, triblock copolymer without oil extension, or a styrene-butadiene rubber. The polymer modified asphalt binder shall be smooth, homogeneous, and be according to the requirements shown in Table 1 or 2 for the grade shown on the plans.

Table 1 - Requirements for Styrene-Butadiene Copolymer (SB/SBS) Modified Asphalt Binders		
Test	Asphalt Grade SB/SBS PG 64-28 SB/SBS PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SB/SBS PG 76-22 SB/SBS PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

Table 2 - Requirements for Styrene-Butadiene Rubber (SBR) Modified Asphalt Binders		
Test	Asphalt Grade SBR PG 64-28 SBR PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SBR PG 76-22 SBR PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
Toughness ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	110 (12.5) min.	110 (12.5) min.
Tenacity ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	75 (8.5) min.	75 (8.5) min.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	40 min.	50 min.

(2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient

grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois Modified AASHTO T 27 "Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates" or AASHTO PP 74 "Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method", a 50 g sample of the GTR shall conform to the following gradation requirements.

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 µm)	95 ± 5
No. 50 (300 µm)	> 20

GTR modified asphalt binder shall be tested for rotational viscosity according to AASHTO T 316 using spindle S27. GTR modified asphalt binder shall be tested for original dynamic shear and RTFO dynamic shear according to AASHTO T 315 using a gap of 2 mm.

The GTR modified asphalt binder shall meet the requirements of Table 3.

Table 3 - Requirements for Ground Tire Rubber (GTR) Modified Asphalt Binders		
Test	Asphalt Grade GTR PG 64-28 GTR PG 70-22	Asphalt Grade GTR PG 76-22 GTR PG 76-28 GTR PG 70-28
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

(3) Softener Modification (SM). Softener modification is the addition of organic compounds, such as engineered flux, bio-oil blends, modified vegetable oils, glycol amines, and fatty acid derivatives, to the base asphalt binder to achieve the specified performance grade. Softeners shall be dissolved, dispersed, or reacted in the asphalt binder to enhance its performance and shall remain compatible with the asphalt binder with no separation. Softeners shall not be added to modified PG asphalt binder as defined in Articles 1032.05(b)(1) or 1032.05(b)(2).

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the softening compound as well as the softener modified

asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged softener modified binder, and 40-hour PAV aged softener modified binder. The ATR-FTIR shall be collected in accordance with Illinois Test Procedure 601. The electronic files spectral files (in one of the following extensions or equivalent: *.SPA, *.SPG, *.IRD, *.IFG, *.CSV, *.SP, *.IRS, *.GAML, *.[0-9], *.IGM, *.ABS, *.DRT, *.SBM, *.RAS) shall be submitted to the Central Bureau of Materials.

Softener modified asphalt binders shall meet the requirements in Table 4.

Table 4 - Requirements for Softener Modified Asphalt Binders	
Test	Asphalt Grade SM PG 46-28 SM PG 46-34 SM PG 52-28 SM PG 52-34 SM PG 58-22 SM PG 58-28 SM PG 64-22
Small Strain Parameter (AASHTO PP 113) BBR, ΔTc, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5°C min.
Large Strain Parameter (Illinois Modified AASHTO T 391) DSR/LAS Fatigue Property, Δ|G*|peak τ, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	≥ 54 %

The following grades may be specified as tack coats.

Asphalt Grade	Use
PG 58-22, PG 58-28, PG 64-22	Tack Coat"

Revise Article 1031.06(c)(1) and 1031.06(c)(2) of the Standard Specifications to read:

"(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin ABR shall not exceed the amounts listed in the following table.

HMA Mixtures - RAP/RAS Maximum ABR % 1/ 2/			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface 3/
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.

(2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

HMA Mixtures - FRAP/RAS Maximum ABR % 1/ 2/			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface 3/
30	55	45	15
50	45	40	15
70	45	35	15
90	45	35	15
SMA	- -	- -	25
IL-4.75	- -	- -	35

1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

3/ The maximum ABR percentages for GTR modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes."

Add the following to the end of Note 2 of Article 1030.03 of the Standard Specifications.

"A dedicated storage tank for the ground tire rubber (GTR) modified asphalt binder shall be provided. This tank shall be capable of providing continuous mechanical mixing throughout and/or recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ±0.40 percent."

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017
Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

"This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than $10,000	25%
$10,000 to less than $20,000	20%
$20,000 to less than $40,000	18%
$40,000 to less than $60,000	16%
$60,000 to less than $80,000	14%
$80,000 to less than $100,000	12%
$100,000 to less than $250,000	10%
$250,000 to less than $500,000	9%
$500,000 to $750,000	8%
Over $750,000	7%"

80391

SUBMISSION OF PAYROLL RECORDS (BDE)

Effective: April 1, 2021
Revised: November 1, 2022

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

"STATEMENTS AND PAYROLLS

The payroll records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, and the worker's starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at https://lcptracker.com/. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

STATE CONTRACTS. Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

"3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx. Payrolls shall be submitted in the format prescribed by the IDOL.

In addition to filing certified payroll(s) with the IDOL, the Contractor and each subcontractor shall certify and submit payroll records to the Department each week from the start to the completion of their respective work, except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall include an

identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted. The submittals shall be made using LCPtracker Pro software. The software is web-based and can be accessed at https://lcptracker.com/. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate option ("No Work", "Suspended", or "Complete") selected."

80437

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021
Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

"The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations."

80439

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports ..... 1106.02"

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

"For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer's specifications."

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

"**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer's self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device."

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

"**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019."

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

"(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis."

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

During the contracting phase of this project, the Contractor shall contact Fehr Graham to determine the extent of the agencies that shall be named as additionally insured on this project. At a minimum, the following shall be named: the City of DeKalb,Fehr Graham, and all other agencies and representatives on-site under the direction of those entities shall be listed.

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets
SPECIAL PROVISION
FOR
LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA
Effective: January 1, 2022

Replace the first five paragraphs of Article 1030.06 of the Standard Specifications with the following:

"**1030.06 Quality Management Program.** The Quality Management Program (QMP) will be Quality Control / Quality Assurance (QC/QA) according to the following."

Delete Article 1030.06(d)(1) of the Standard Specifications.

Revise Article 1030.09(g)(3) of the Standard Specifications to read:

"(3) If core testing is the density verification method, the Contractor shall provide personnel and equipment to collect density verification cores for the Engineer. Core locations will be determined by the Engineer following the document "Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations" at density verification intervals defined in Article 1030.09(b). After the Engineer identifies a density verification location and prior to opening to traffic, the Contractor shall cut a 4 in. (100 mm) diameter core. With the approval of the Engineer, the cores may be cut at a later time."

Revise Article 1030.09(h)(2) of the Standard Specifications to read:

"(2) After final rolling and prior to paving subsequent lifts, the Engineer will identify the random density verification test locations. Cores or nuclear density gauge testing will be used for density verification. The method used for density verification will be as selected below.

Density Verification Method	
☐	Cores
☒	Nuclear Density Gauge (Correlated when paving ≥ 3,000 tons per mixture)

Density verification test locations will be determined according to the document "Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations". The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800 m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day's paving will be less than the prescribed density testing interval, the length of the day's paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the

density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

If nuclear density gauge testing is the density verification method, the Engineer will conduct nuclear density gauge tests. The Engineer will follow the density testing procedure detailed in the document "Illinois Modified ASTM D 2950, Standard Test Method for Density of Bituminous Concrete In-Place by Nuclear Method".

A density verification test will be the result of a single core or the average of the nuclear density tests at one location. The results of each density test must be within acceptable limits. The Engineer will promptly notify the Contractor of observed deficiencies."

Revise the seventh paragraph and all subsequent paragraphs in Section D. of the document "Hot-Mix Asphalt QC/QA Initial Daily Plant and Random Samples" to read:

"Mixtures shall be sampled from the truck at the plant by the Contractor following the same procedure used to collect QC mixture samples (Section A). This process will be witnessed by the Engineer who will take custody of the verification sample. Each sample bag with a verification mixture sample will be secured by the Engineer using a locking ID tag. Sample boxes containing the verification mixture sample will be sealed/taped by the Engineer using a security ID label."

DETECTABLE WARNING SPECIFICATION

10 GAUGE GALVANIZED STEEL WET-SET DETECTABLE WARNING TILE

Description
Specifications for furnishing and installing **Wet-Set Galvanized Steel** (tactile) tiles in an in-line dome pattern, embedded in curb ramps and walking surfaces at the dimensions shown on drawings as directed by the engineer of record.

Materials
Wet-Set, G90 Galvanized Steel (tactile) **shall be** manufactured using 10 gauge material.

10 gauge material shall be from the United States of America.

Galvanized Steel (tactile) **shall be** made in the United States of America.

Galvanized Steel (tactile) **shall be** powder coated to comply with proposed color.

Color
Contractor must verify with City of DeKalb prior to ordering.

Physical Characteristic
Galvanized Steel (tactile) tiles **shall be** 10 gauge.

Raised truncated domes shall have a diameter of **0.91",** a height of **0.2",** and a center to center spacing of **2.35" to 2.40".**

Wet-Set Galvanized Steel (tactile) tiles shall feature stainless steel #14 tamper resistant screws with embedded 1.75" self-threading corrosion resistant composite anchor.

Anchor attachment **shall be** flush with the bottom side of the tile. Anchor attachment points extending below the bottom side of the tile **shall not** be permitted.

Must Comply With The Following
Americans with Disability Act (ADA) (42 U.S.C. 12101 et seq.) Accessibility Guidelines (ADAAG) for Public Rights - of - Way (July26, 2011)

ISO 23599:2012-03-01 Assistive products for the blind and vision impaired persons- Tactile Walking Surface Indicators

Federal Highway Administration, 23 U.S.C. & 313- Buy America; 23 C.F.R. & 635.410

American Recovery and Reinvestment Act of 2009, Section 1605- Buy America

Federal Transit Administration, 49 U.S.C & 532(j); 49 C.F.R. Part 661

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Fiber-Reinforced Asphalt Cement Concrete

Division 32 – Exterior Improvements
32 12 16.27 Fiber Reinforced Asphalt Paving

Part 1 General

1.1 Section Includes
- A. Fiber reinforcement for asphalt cement concrete

1.2 Related Sections
- A. Section 32 12 16 Asphalt Paving
- B. Section 32 12 19 Asphalt Paving Wearing Courses

1.3 References
- A. American Society for Testing and Materials (ASTM)
    1. To be determined or from other sections reference
- B. National Asphalt Paving Association
    1. To be determined or from other sections reference

1.4 Submittals
- A. Submit copies of manufacturer's literature for fibers including:
    1. Product data
    2. Brochures
    3. Written instructions to suppliers
    4. Written instructions to installers
    5. Material Safety Data Sheets (MSDS).
- B. Submit copies of a certificate prepared by asphalt material supplier, stating that the specified fibers were added to each batch of asphalt delivered to the project site. Each certificate should be accompanied by one copy of each batch delivery ticket indicating product name, manufacturer and quantity of fiber-reinforcement added to each asphalt load.

1.5 Quality Assurance
- A. Fiber manufacturer to provide technical assistance from design through construction for use of fiber reinforcement.

1.6 Delivery, Storage, and Handling
- A. Deliver fiber-reinforcement in sealed, undamaged containers with labels intact and legible, indicating material name and lot number.
- B. Deliver fiber-reinforcement to location where it will be added to each batch or loaded into the mixer.
- C. Store materials covered and off the ground. For ease of handling, do not allow boxes to become wet.

Fiber-Reinforced Asphalt Cement Concrete

Part 2 Products

2.1 Manufacturer

2.2 Materials

A. HMA fiber reinforcement with virgin polyolefins and virgin aramids.

B. Fiber Reinforcement: Fibers with the following typical physical properties:

1. Nominal Specific Gravity (Bulk Relative Density): 0.91 and 1.44
2. Nominal Material Types: Virgin Polyolefins and Virgin Aramid
3. Maximum Length: 0.75 inch
4. Match fiber blend of materials to application installation types:
    i. Hot Mix Asphalt is designated blend HMA

2.3 Batching and Mixing

A. To avoid the formation of fiber balls or not mixed fibers, add sealed plastic bags of fibers into the mixer.

B. Add fiber-reinforcement at 1.0 pound per ton.

C. Order product for Pug Mill Mixers for minimum batch size regarding tons per batch to pounds per bag of product.

D. Order product for Drum Type Mixers and the anticipated production rate of tons per hour (typically seconds per ton, dosage timing) regarding 1-pound per bag of product.

E. Order fiber reinforcement materials for 1 pound per ton of asphalt materials and allowing for overages, mock-ups, production, and occasional errors based on your experience.

2.4 Pug Mill Mixers and Mixing Operations

A. Ensure adequate start, stop, and dosage change information is easily communicated between batch control operations and fiber addition activities.

B. Add complete bags of fibers just before aggregate is discharged into the pug mill mixer.

C. Immediately before or immediately after the dried aggregate is added to the pug mill, the bags of fibers should be added and discharged into the pug mill with the aggregate.

D. Add complete bags of fibers at the general nominal batch size agreed to by operations and mixture design specifications.

E. Do NOT open the bags and add or discharge into the pug mill.

F. Dry mixing proceeds for the standard length of time as specified in the mixture design specifications.

G. The proper quantity of bitumen (asphalt cement, liquid) is added to the pug mill and wet mixing proceeds for the standard length of time as specified in the design mixture specifications.

H. The asphalt batch is accumulated and discharged normally.

I. The asphalt batch is discharged to a haul vehicle or storage.

2.5 Drum Type Mixers and Mixing Operations

A. Ensure adequate start, stop, and rate change information is easily communicated between drum control operations and fiber addition activities.

B. Add complete bags of fiber at a point in the mixing process after fines collection and before the addition of liquid asphalt.

C. Add fibers after the fines collection to ensure the fibers do not clog filters.

D. Add fibers before the liquid asphalt addition.

E. Add complete bags of fibers at the general nominal rate agreed to by operations and mixture design specifications.

F. Do NOT open the bags at any point in the loading process.
G. Mixing should proceed for the standard length of time as specified in the mixture design specifications.
H. The proper quantity of bitumen (asphalt cement, liquid) is added to the drum and wet mixing proceeds for the standard length of time as specified in the mixture design specifications.
I. The asphalt batch is accumulated and discharged normally.
J. The asphalt batch is discharged to a haul vehicle or storage.

Part 3 Execution

3.1 Placement
A. Discharge fiber reinforced asphalt cement concrete into locations as directed and in accordance with the project.
B. Place asphalt cement concrete in accordance with provision of other Sections and with additional instructions as follows.
C. Avoid over-using long tine rakes or other tools that will align fibers or disrupt the homogeneous, uniform 3-dimensional, fiber dispersion when moving asphalt cement concrete.
D. Using a lute, "come along", or a flat tined pitch-fork (potato-fork) may be useful for moving asphalt cement concrete.
E. Remove any observed fiber balls from mixture if they occur.
F. Adjust operations regarding any observed fiber balls.

3.2 Compaction
A. Verify timing for initial and final compaction on more than a visual determination.
B. Hand Compaction/Finishing: use appropriate tools as required.

3.3 Schedules
A. Use fiber-reinforced asphalt cement concrete in these locations scheduled as follows:
    1. HMA fibers: See Typical Sections

END OF SECTION



LEGEND

- MILL & PLACE HOT-MIX ASPHALT PAVEMENT (SEE TYPICAL SECTION)
- ADA RAMPS TO BE REMOVED AND REPLACED
- MANHOLE

N
W E
S

100 0 100 FEET
GRAPHIC SCALE IN FEET

DEKALB STREETS 2023
SITE LOCATION MAP
CITY OF DEKALB

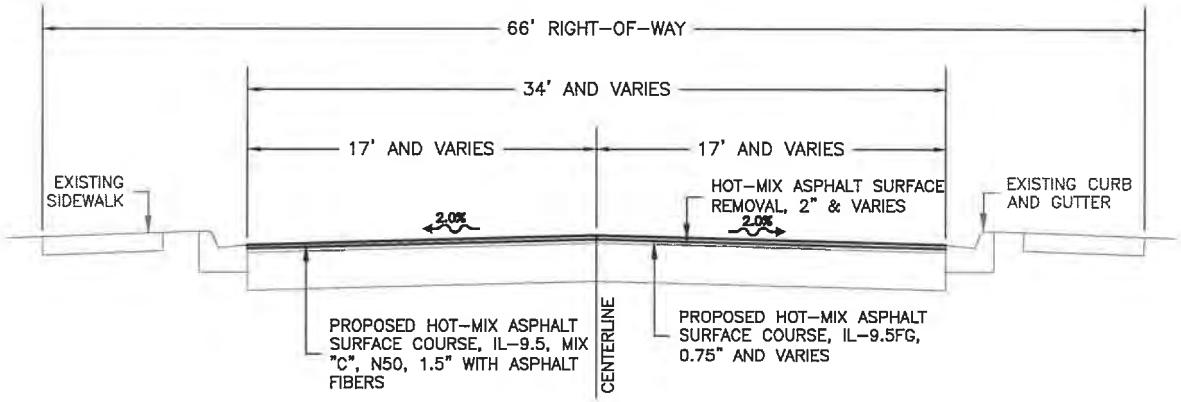
02/23/23

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003225
ILLINOIS
IOWA
WISCONSIN

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G:\C30\23\23-133\Exhibits\23-133 EXHIBIT.dwg, Street Improvements

LUCERNE LANE
(FROM SOUTH 4TH STREET TO SOUTH 7TH STREET)



TYPICAL SECTION
23-133 CDBG BID
PACKAGE #1

02/23/23

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/18/2023

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

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

PRODUCER
The Horton Group
10320 Orland Parkway
Orland Park IL 60467

CONTACT NAME: Certificates Team
PHONE (A/C, No, Ext): 708-845-3917 **FAX (A/C, No):** 708-845-3001
E-MAIL ADDRESS: constructioncerts@thehortongroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley Assurance Company	39462
INSURER B : Arch Insurance Company	11150
INSURER C : National Fire & Marine Insurance Company	20079
INSURER D : Travelers Property & Casualty Company of America	25674
INSURER E :	
INSURER F :	

INSURED CURRA-3
Curran Contracting Company
286 Memorial Court
Crystal Lake IL 60014

COVERAGES **CERTIFICATE NUMBER:** 1458489485 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B B	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC	Y	Y	41PKG89536 41UFP89862	10/1/2022 10/1/2022	10/1/2023 10/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 5,000,000 $ 1,000,000 $ 10,000 $ 5,000,000 $ 7,000,000 $ 7,000,000 $
B B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	41PKG89536 41UFP89862	10/1/2022 10/1/2022	10/1/2023 10/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
C	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED [X] RETENTION $ 25,000	Y	Y	42-UMO-308949-03	10/1/2022	10/1/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		Y	41WCI89534 - AOS 44WCI89535 - CA, DC, IL, IN, KY, MD, MN MO, OR, TX	10/1/2022 10/1/2022	10/1/2023 10/1/2023	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D A	Leased & Rented Equipment Pollution/Professional			QT6600P879384 PCAB5015557	10/1/2022 10/1/2022	10/1/2023 10/1/2023	Limit Limit	500,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction.
Additional insured on a primary non contributory basis with respect to general liability and auto liability only when required by written contract. Waiver of subrogation in favor of the additional insureds will apply to general liability, auto liability and workers compensation where permitted by law and only when required by written contract. Excess follows form.

RE: 2023 Streets CDBG BP 1 Lucerne Lane Resurfacing & ADA Improvements (for Bidding Purposes Only)
This project consists of improvements consisting of, but not limited to, resurfacing of Lucerne Lane from 4th St. to 7th St., ADA ramps at various intersections with Lucerne Lane and Ball Avenue. The improvements will funded in part or in whole by a Community Development Block Grant (CDBG).
See Attached...

CERTIFICATE HOLDER

City of DeKalb
1216 Market Street
DeKalb IL 60115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: CURRA-3

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
The Horton Group	Curran Contracting Company 286 Memorial Court Crystal Lake IL 60014
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Additional Insured: the City of DeKalb, Fehr Graham, and all other agencies and representatives on-site under the direction of those entities shall be listed

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All parties where required by a written contract except for any railroad	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All parties where required by a written contract except for any railroad	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: 41PKG89536

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
All parties where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
Applies to all construction projects of the insured unless otherwise excluded
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	**Designated Job Site:**
Railroads where required by written contract	Locations where required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ONGOING OPERATIONS, OTHER INSURANCE, AND DUTY TO DEFEND AMENDMENT – SCHEDULED RAILROAD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	**Designated Job Site:**
ALL RAILROADS WHERE REQUIRED BY A WRITTEN CONTRACT EXCEPT RAILROADS INCLUDED UNDER A SEPARATE ADDITIONAL INSURED ENDORSEMENT ISSUED TO A SPECIFIC ENTITY.	ANY LOCATION AS PER WRITTEN CONTRACT

A. **Section II – Who Is An Insured** is amended to include as an additional insured the Scheduled Railroad shown in the Schedule above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the Designated Job Site shown in the Schedule above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to this additional insured, the following additional exclusions apply:

1. This insurance does not apply to "bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to this additional insured, the following is added to **Section III – Limits Of Insurance:**

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If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. This insurance does not apply to "bodily injury", "property damage' or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect, or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured. If the "occurrence" which caused the 'bodily injury" or "property damage" or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

E. With respect to insurance afforded to this additional insured, the following is added to **b. (1) (a)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis that is available to the additional insured shown in the Schedule above. However,

1. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured, other than a Railroad Protective Liability policy, under your policy provided that:
   (a) The additional insured is a Named Insured under such other insurance; and
   (b) You have agreed in writing in a contract or agreement prior to the "occurrence" or "offense" that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured; or

2. If the other insurance is a Railroad Protective Liability policy, this insurance is excess unless there is a written denial of coverage issued under that Railroad Protective Liability Policy.

F. With respect to insurance afforded to this additional insured, the following is added to Paragraph **2. Duties In the Event of Occurrence, Offense, Claim or Suit** of **Section IV – Commercial General Liability Conditions:**

Any additional insured shown in the Schedule above will:

1. Immediately record the specifics of the claim or "suit" and the date received; notify us, and see to it that we receive written notice of the claim or "suit" as soon as practicable; and
2. Notify us of other insurance available to the additional insured

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All other terms and conditions of this Policy remain unchanged.

Issued By: ARCH INSURANCE COMPANY

Endorsement Number:

Policy Number: 41PKG89536

Named Insured: CURRAN GROUP, INC.

Endorsement Effective Date: 10/1/2022

President

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED COMPLETED OPERATIONS, OTHER INSURANCE, AND DUTY TO DEFEND AMENDMENT – SCHEDULED RAILROAD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	**Designated Job Site:**
ALL RAILROADS WHERE REQUIRED BY A WRITTEN CONTRACT EXCEPT RAILROADS INCLUDED UNDER A SEPARATE ADDITIONAL INSURED ENDORSEMENT ISSUED TO A SPECIFIC ENTITY.	ANY LOCATION PER WRITTEN CONTRACT.

A. **Section II – Who Is An Insured** is amended to include as an additional insured Scheduled Railroad shown in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the Designated Job Site described in the Schedule above performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to this additional insured, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

C. This insurance does not apply to "bodily injury", "property damage' or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect, or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

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This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured. If the "occurrence" which caused the 'bodily injury" or "property damage" or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

D. With respect to insurance afforded to this additional insured, the following is added to **b. (1) (a)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis that is available to the additional insured shown in the Schedule above. However,

1. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured, other than a Railroad Protective Liability policy, under your policy provided that:
   (a) The additional insured is a Named Insured under such other insurance; and
   (b) You have agreed in writing in a contract or agreement prior to the "occurrence" or "offense" that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured; or

2. If the other insurance is a Railroad Protective Liability policy, this insurance is excess unless there is a written denial of coverage issued under that Railroad Protective Liability Policy.

E. With respect to insurance afforded to this additional insured, the following is added to Paragraph **2. Duties In the Event of Occurrence, Offense, Claim or Suit** of **Section IV – Commercial General Liability Conditions:**

Any additional insured shown in the Schedule above will:

1. Immediately record the specifics of the claim or "suit" and the date received; notify us, and see to it that we receive written notice of the claim or "suit" as soon as practicable; and
2. Notify us of other insurance available to the additional insured

All other terms and conditions of this Policy remain unchanged.

Issued By: ARCH INSURANCE COMPANY

Endorsement Number:

Policy Number: 41PKG89536

Named Insured: CURRAN GROUP, INC.

Endorsement Effective Date: 10/1/2022

John Mooney

President

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG89536

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/01/2022

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such

"insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date: 10/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to the loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to the loss

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. 41WCI89534 Endorsement No.
Insured Premium

Insurance Company: Countersigned by_____

WC 00 03 13
(Ed. 4-84)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No. 44WCI89535 Endorsement No.

Premium INCL.

Countersigned By _____

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POLICY NUMBER: 41PKG89536

COMMERCIAL GENERAL LIABILITY
CG 21 54 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

ALL PROJECTS AND LOCATIONS WHERE THE INSURED IS PERFORMING WORK THAT IS SUBJECT TO A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM WHETHER PROVIDED BY THE OWNER, PRIME CONTRACTOR OR PROJECT MANAGER

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph **2.**, Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section **I** - Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

(1) Provides coverage identical to that provided by this Coverage Part;

(2) Has limits adequate to cover all claims; or

(3) Remains in effect.

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POLICY NUMBER: 41WCI89534

DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT

The policy does not cover work conducted at or from

Any employee engaged in any work directly connected with operations conducted at (or "in") any job site where the Named Insured is covered for Workers' Compensation insurance under a separate Wrap-Up Insurance program.

Wording not applicable to Wisconsin, where coverage is limited to wrap-ups reported by the Wisconsin Compensation Rating Bureau.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10-01-22 Policy No. 41WCI89534 Endorsement No.

Insured CURRAN GROUP, INC. Premium $ INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

DATE OF ISSUE: 10-01-22
WC 00 03 02
(Ed. 4-84)
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Illinois Department of Transportation

Certificate of Eligibility

Contractor No 1305

Curran Contracting Company
286 Memorial Court Crystal Lake, IL 60014

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

001	EARTHWORK	Unlimited
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	$3,650,000
017	CONCRETE CONSTRUCTION	$5,700,000
032	COLD MILL,PLAN. & ROTOMILL	$2,425,000
08A	AGGREGATE BASES & SURF. (A)	$9,600,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/28/2023 TO 4/30/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.
ISSUED AT SPRINGFIELD, ILLINOIS ON 3/28/2023.

Engineer of Construction

IL 494-0645

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Curran Contracting Company

2 Business name/disregarded entity name, if different from above

Royer Asphalt Paving

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) N/A

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

286 Memorial Ct

Requester's name and address (optional)

6 City, state, and ZIP code

Crystal Lake IL 60014

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	6	–	3	5	0	6	1	1	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/5/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 11205

Curran Contracting Company

286 Memorial Court

Crystal Lake IL 60014

Information for this business last updated on:

Friday, February 16, 2018

Certificate produced on Friday, February 16, 2018 at 1:29 PM

Registered Business

File Number 5461-730-5

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

CURRAN CONTRACTING COMPANY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 06, 1987, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 9TH *day of* JANUARY *A.D.* 2020 .

Jesse White

SECRETARY OF STATE

Authentication #: 2000902476 verifiable until 01/09/2021
Authenticate at: http://www.cyberdriveillinois.com

UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF DIRECTORS OF
CURRAN CONTRACTING COMPANY
(IN LIEU OF SPECIAL MEETING)

The undersigned, being all of the Directors of CURRAN CONTRACTING COMPANY, an Illinois Corporation (the "Corporation"), acting pursuant to the by-laws of the Corporation and Section 7.20 of the Illinois Business Corporation Act, do consent to the taking of the following actions, in lieu of holding a Special Meeting of the Board of Directors, and waive any notice required to be given in connection with such meeting and do approve and adopt the following resolution:

> RESOLVED, that Michael Leopardo, Nicklas Schram, Michael Pachla, and Jeffrey Pennino are each individually authorized to execute and bind this Corporation to all bids, proposals, contracts, and agreements for all construction projects to be performed by the Corporation on behalf of any public or private contracting entity, and that Barbara Bensinger, Natalia Larson, and Kim Bolanowski are each individually authorized to attest as Assistant Secretaries to the signatures of Michael Leopardo, Nicklas Schram, Michael Pachla, and Jeffrey Pennino.

IN WITNESS WHEREOF, the undersigned have executed this Consent and directed that it be placed with the records of the Board of Directors of the Corporation this 5th day of October, 2020.

Timothy J. Curran

Michael J. Curran

Catherine C. Curran

Being all of the Directors
of said Corporation.