RESOLUTION 2017-074  PASSED: JUNE 12, 2017

AUTHORIZING A WAIVER OF COMPETITIVE BIDDING AND APPROVAL OF AN AGREEMENT WITH H. LINDEN & SONS SEWER AND WATER INC. IN THE AMOUNT OF $1,207,266 FOR 4,050 FEET OF WATER MAIN REPLACEMENT WITH STAFF AUTHORITY TO APPROVE CHANGE ORDERS UP TO $1,327,992.

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

WHEREAS, the City of DeKalb operates its public water supply system ("the System"); and

WHEREAS, the Mayor and City Council have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the projects outlined in the 2017 Water Main Replacement Program ("the Project") together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation of the Project, all in accordance with the plans and specifications prepared by the consulting engineers of the City, which the Project has a useful life of 75 years. The Project generally consists of replacement of approximately 4,050 lineal feet of water main on Lewis Street, Vienna Boulevard, Maplewood Avenue, South Eleventh Street, and East Sunset Place; and

WHEREAS, the City released a Request For Bids (RFB) on March 30, 2017 with sealed bids publicly opened on May 4, 2017 with the low bid provided by H. Linden & Sons Sewer and Water Inc. (H. Linden) but, due to changes in the scope of the project that altered the original terms of the agreement, waiving competitive bidding and approving an agreement with H. Linden is a more appropriate action by Council than acceptance of the low bid by H. Linden.

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

Section 1. That the Mayor of City of DeKalb, Illinois, be authorized and directed to waive competitive bidding and approve an agreement with H. Linden for the 2017 Water Main Replacement Program in an amount of $1,207,266 with staff authority to approve change orders up to $1,327,992.
Section 2: That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 12th day of June, 2017 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Jacobson, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None. Absent: Finucane.

ATTEST:

RUTH A. SCOTT, Deputy City Clerk

JERRY SMITH, Mayor
AGREEMENT

THIS AGREEMENT is dated as of the 15th day of June in the year 2017 by
and between City of DeKalb (hereinafter called OWNER) and
H. Linden & Sons Sewer and Water Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, for and in consideration of the mutual promises and covenants
contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as
follows:

ARTICLE 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract
Documents. The Work is generally described as:

2017 Water Main Replacement excluding the portion
related to the S. Sixth St. main replacement.

1.02 The Project for which the Work under the Contract Documents may be the whole or only a
part is generally described as:

4,050 feet of water main replacement: E. Sunset Place,
Lewis St, S. Eleventh St., Maplewood Ave.

ARTICLE 2. ENGINEER

2.01 The Project has been designed by Baxter & Woodman, Inc., Consulting Engineers,
hereinafter called ENGINEER, who shall act as OWNER's representative and assume the duties
and responsibilities and have the rights and authority assigned to ENGINEER in the Contract
Documents in connection with completion of the Work in accordance with the Contract
Documents.

ARTICLE 3. CONTRACT TIME

STRIKE OUT INAPPLICABLE PARAGRAPH

3.01 The Work will be substantially completed on or before ______________, 20___ and completed
and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions
on or before ______________, 20___.

or

3.01 The Work will be substantially completed within 240 calendar days after the date when
the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions,

AGREEMENT
00 52 00.41-1 IEPA-PWSLP
and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions within 285 days after the date when the Contract Times commence to run.

3.02 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.01 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER 

\[ \text{C}_\text{ity of DeKalb Dollars ($1,000)} \]

for each day that expires after the time or date specified in paragraph 3.01 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER 

\[ \text{C}_\text{ity of DeKalb Dollars ($500)} \]

for each day that expires after the time or date specified in paragraph 3.01 for completion and readiness for final payment.

**ARTICLE 4. CONTRACT PRICE**

4.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the conditions and prices stated in CONTRACTOR's Bid pursuant to the provisions of the Contract Documents.

**ARTICLE 5. PAYMENT PROCEDURES**

5.01 CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General and Supplementary Conditions.

**ARTICLE 6. CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.01 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.02 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions, if any, and drawings of physical conditions which are identified in Section 00 31 32.13, Subsurface Drilling and Sampling Information as provided in Article 4 of the General Conditions, and accepts the determination set forth in Section 00 31 32.13, Subsurface Drilling and Sampling Information of the extent of the technical data contained in such reports and drawings, if any, upon which CONTRACTOR is entitled to rely.

AGREEMENT

00 52 00.41-2 IEPA-PWSLP
6.03 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 6.02 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

6.04 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examination, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

6.05 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

6.06 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he/she has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 7. CONTRACT DOCUMENTS

7.01 The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of this Agreement; CONTRACTOR’S Bid, Bidder Instructions, Advertisement for Bids; the General Conditions; Supplementary Conditions; Specifications and Drawings; all Addenda issued prior to receipt of Bids; CONTRACTOR’S Bid, Performance Bond Form and Payment Bond Form; Insurance Certificates; Notice of Award, Notice to Proceed, Change Orders, and all written Amendments issued after the Effective Date of the Agreement pursuant to paragraphs 3.04 of the General Conditions.

7.02 There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

ARTICLE 8. MISCELLANEOUS

8.01 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.02 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be
bound; and specifically but without limitations, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 9. CONTRACT AND SUBCONTRACT PROVISIONS

9.01 Contracts in excess of $2,000:

(1) Minimum wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforms under paragraph 1(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Wage determinations may be obtained from the U.S. Department of Labor's web site, www.wdol.gov.

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

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

(2) Withholding: The subrecipient shall upon written request of the USEPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the

AGREEMENT
00 52 00.41-5 IEPA-PWSLP
contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from IEPA. Such documentation shall be available on request of IEPA or USEPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to IEPA indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient for transmission to IEPA or USEPA, if requested by USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage
requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subcontractor.

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

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

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

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

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

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

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

(4) Apprentices and trainees –

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

(ii) Trainees: Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(iii) Equal employment opportunity: The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


ARTICLE 10. CONTRACT PROVISION FOR CONTRACTS IN EXCESS OF $100,000

10.01 Contract Work Hours and Safety Standards Act for contracts in excess of $100,000:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such
work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages: The subrecipient, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, form any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

ARTICLE 11. OTHER PROVISIONS

11.01 CONTRACTOR certifies that it is not barred from bidding the Work or executing this Agreement as a result of conviction for violation of 720 ILCS 5/33 et seq. prohibiting bid rigging or bidrotating.

11.02 CONTRACTOR certifies that it complies with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/) as they may apply to this Project.

11.03 CONTRACTOR agrees to employ Illinois laborers in accordance with the "Employment of Illinois Workers on Public Works Act" if at the time this AGREEMENT is executed, or if during the term of this AGREEMENT, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., as two consecutive months of unemployment exceeding 5%. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

11.04 CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of

AGREEMENT
00 52 00.41-10 IEPA-PWSLP
40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the Agreement as of the day and year first above written.

OWNER:

City of DeKalb

By:

[Signature]
Name - Title

CONTRACTOR:

H. Linden & Sons Sewer and Water, Inc.

By:

[Signature]
Name - Title

ATTEST:

Ruth A. Seab, Deputy Clerk
Name - Title

ATTEST:

[Signature]
Name - Title

END OF AGREEMENT
PERFORMANCE BOND FORM

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

CONTRACTOR:
H. Linden & Sons Sewer & Water Inc.
722 E. South Street Unit D
Plano, IL. 60545

SURETY:
North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101

OWNER:
City of DeKalb
200 South Fourth Street
DeKalb, IL. 60115

CONSTRUCTION CONTRACT:

Date: June 15th 2017
Amount: ($1,207,266.00) One Million Two Hundred Seven Thousand Two Hundred Sixty Six and No/100
Description: 2017 Water Main Replacements

BOND:

Date: June 15th 2017
Amount: ($1,207,266.00) One Million Two Hundred Seven Thousand Two Hundred Sixty Six and No/100

CONTRACTOR AS PRINCIPAL:

Company: H. Linden & Sons Sewer & Water Inc.
(Corp. Seal)

SURETY

Company: North American Specialty Insurance Company
(Corp. Seal)

Signature: [Signature]
Ann Marie Waters
Attorney in Fact
1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise as follows:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and Surety agree, the Contractor shall be allotted a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor's obligation must be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1 and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Surety shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered, the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

---

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be less than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigate costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract.

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions of failure to act of the Surety under Paragraph 4.1 and

6.3 Liquidated or damages specifiable in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the original caption page.

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

12. Definitions:

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

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY -- NAME, ADDRESS AND TELEPHONE]
AGENT OR BROKER: [Weir & Cahill]
OWNER'S REPRESENTATIVE (Architect, Engineer, or other party): [Baxter & Woodman Inc.]

2300 Cahoot Drive Suite 100
Lisle, Illinois 60532
(630) 245-4600

673 Ridgefield Road
Crystal Lake, IL 60012
(815) 459-1260

---

PERFORMANCE BOND FORM
PAYMENT BOND FORM

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

CONTRACTOR:
H. Linden & Sons Sewer & Water Inc.
722 B. South Street Suite D
Plano, IL. 60545

SURETY:
North American Specialty Insurance Company
650 Elm Street
Manchester, NH. 03101

OWNER:
City of DeKalb
200 South Fourth Street
DeKalb, IL. 60115

CONSTRUCTION CONTRACT:

Date: June 15th 2017
Amount: ($1,207,266.00) One Million Two Hundred Seven Thousand Two Hundred Sixty Six and no/100
Description: 2017 Water Main Replacements

BOND:

Date: June 15th 2017
Amount: ($1,207,266.00) One Million Two Hundred Seven Thousand Two Hundred Sixty Six and No/100

CONTRACTOR AS PRINCIPAL:
Company: H. Linden & Sons Sewer & Water Inc.

Signature: [Signature]

SURETY
Company (Corp. Seal)
North American Specialty Insurance Company

Signature: [Signature] Ann Marie Waters
Attorney in Fact
1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:
   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
   2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due, until:
   4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
   4.2 Claimants who do not have a direct contract with the Contractor:
      1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor, or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
      2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
      3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. RESERVED

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitations in the terms, "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete with the other terms thereof.

---

**FOR INFORMATION ONLY — NAME, ADDRESS AND TELEPHONE**

<table>
<thead>
<tr>
<th>AGENT OR BROKER:</th>
<th>OWNER'S REPRESENTATIVE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weible &amp; Cahill</td>
<td>Baxter &amp; Woodman Inc.</td>
</tr>
<tr>
<td>2300 Cabot Drive</td>
<td>8678 Ridgefield Road</td>
</tr>
<tr>
<td>Lisle, IL. 60532</td>
<td>Crystal Lake, IL. 60012</td>
</tr>
<tr>
<td>(630) 234-4600</td>
<td>(815) 459-1260</td>
</tr>
</tbody>
</table>
STATE OF ILLINOIS

COUNTY OF DuPAGE

I, Christine Eitel, Notary Public of DuPage County, in the State of Illinois do hereby certify that Ann Marie Waters, Attorney-in-Fact, of the North American Specialty Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the North American Specialty Insurance Company, for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle in said County, this 15th day of June A.D., 2017.

(Notary Public)
Christine Eitel
My Commission expires: 05/26/2020
Notary Seal:
NAS SURETY GROUP
NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

WILLIAM P. WEIBLE, DEBORAH A. CAMPBELL, WILLIAM CAHILL, KIMBERLY SAWICKI, ANN MARIE WATERS,
LEIGH ANN FRANCIS, KIMBERLY R. HOLMES, MELISSA NEWMAN, KAREN A. RYAN, CHRISTINE EITEL and RICHARD A. FREEBOURN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 6th day of April, 2017.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 6th day of April, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of June, 2017.

Jeffrey Goldberg, Vice President & Assistant Secretary of
To: Mayor and City Council  
City of DeKalb  
200 South Fourth Street  
DeKalb, Illinois 60115  
(hereinafter called Owner)

From: H. Linden & Sons Sewer and Water, Inc.  
Company  
722 E. SOUTH ST. UNIT D  
FLANO, IL 60045  
Address

City  State  Zip Code

(830) 552-9955  
Telephone

(830) 522-0955  
FAX  
admin@hlindensons.com  
E-MAIL

(hereinafter called Bidder)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to furnish all labor, materials, tools, and services required for the construction of the 2017 Water Main Replacements for the City of DeKalb, DeKalb County, Illinois (Engineers' Job No. 160986.40), all in accordance with the Bidding Documents prepared by Baxter & Woodman, Inc., Consulting Engineers.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Bidder Instructions, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 150 days after the date of Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 10 days after the date of Owner's Notice of Award.

3. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

a. Bidder has examined copies of all the Bidding Documents.

b. Bidder is familiar with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions and legal and regulatory requirements that in any
manner may affect cost, progress, performance, or furnishing of the Work, and has made such independent investigations as Bidder deems necessary.

c. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

d. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

e. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

h. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the Work for which this Bid is submitted.

i. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

j. Bidder is not barred from contracting with the Owner as a result of a violation 720 ILCS 5/33 et seq.

k. Bidder agrees that no less than the prevailing rate of wages under the Davis-Bacon Wage Act (40 USC 276a through 276a-5) as determined by the U.S. Department of Labor shall be paid to all laborers, workmen and mechanics performing work under this contract.

BID FORM
00 41 00.41-2 (160986.40) IEPA-PWSLP
l. Bidder agrees to cooperate with all Davis-Bacon Wage Act compliance activities including employee interviews by Owner.

m. Bidder complies with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/) as they may apply to this Project.

n. Bidder will comply with the requirements of Sections 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act ([415 ILCS5/22.51(f)(2)(B)] and [415 ILCS5/22.51a(d)(2)(B)]) for the disposal of uncontaminated soils including uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials and has included any costs associated with compliance in the Bid.

4. Bidder submits the following Schedule of Unit Prices for the Work to be performed in accordance with the Bidding Documents and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the Work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

**SCHEDULE OF UNIT PRICES**

<table>
<thead>
<tr>
<th>No.</th>
<th>Pay Item</th>
<th>Approximate Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2</td>
<td>WATER MAIN (OPEN CUT):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12-inch D.I. - RJT</td>
<td>330 lin. ft.</td>
<td>$114.00</td>
<td>$37,620.00</td>
</tr>
<tr>
<td></td>
<td>12-inch D.I.</td>
<td>1,720 lin. ft.</td>
<td>$104.00</td>
<td>$178,080.00</td>
</tr>
<tr>
<td></td>
<td>10-inch D.I. - RJT</td>
<td>30 lin. ft.</td>
<td>$103.00</td>
<td>$3,090.00</td>
</tr>
<tr>
<td></td>
<td>8-inch D.I. - RJT</td>
<td>540 lin. ft.</td>
<td>$83.00</td>
<td>$45,880.00</td>
</tr>
<tr>
<td></td>
<td>8-inch D.I.</td>
<td>2,610 lin. ft.</td>
<td>$85.00</td>
<td>$218,850.00</td>
</tr>
<tr>
<td></td>
<td>6-inch D.I. - RJT</td>
<td>170 lin. ft.</td>
<td>$80.00</td>
<td>$13,600.00</td>
</tr>
<tr>
<td>1.3</td>
<td>WATER MAIN (IN JACKED CASING):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12-inch D.I. RJT in 36-inch Highway Casing</td>
<td>60 lin. ft.</td>
<td>$575.00</td>
<td>$34,500.00</td>
</tr>
<tr>
<td></td>
<td>Mobilization/Demobilization</td>
<td>1 each</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>1.4</td>
<td>ADDITIONAL WATER MAIN FITTINGS – (R.J.T.):</td>
<td>9,600 pounds</td>
<td>$0.01</td>
<td>$96.00</td>
</tr>
<tr>
<td>1.5</td>
<td>GATE VALVE:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12-inch</td>
<td>6 each</td>
<td>$3,300.00</td>
<td>$19,800.00</td>
</tr>
<tr>
<td></td>
<td>10-inch</td>
<td>1 each</td>
<td>$2,900.00</td>
<td>$2,900.00</td>
</tr>
<tr>
<td></td>
<td>8-inch</td>
<td>10 each</td>
<td>$2,300.00</td>
<td>$23,000.00</td>
</tr>
<tr>
<td></td>
<td>6-inch</td>
<td>1 each</td>
<td>$1,900.00</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>No.</td>
<td>Pay Item</td>
<td>Approximate Quantity</td>
<td>Unit Price</td>
<td>Amount</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------------</td>
<td>----------------------</td>
<td>------------</td>
<td>----------</td>
</tr>
<tr>
<td>1.6</td>
<td>INSERTION VALVE:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8-inch, pavement</td>
<td>3 each</td>
<td>$2,000.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>1.7</td>
<td>VALVE BOX:</td>
<td>1 each</td>
<td>$200.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>1.8</td>
<td>VALVE VAULT:</td>
<td>24 each</td>
<td>$2,000.00</td>
<td>$48,000.00</td>
</tr>
<tr>
<td>1.9</td>
<td>VALVE VAULT (ADDITIONAL DEPTH):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5 foot diameter</td>
<td>6 vert. ft.</td>
<td>$200.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>1.10</td>
<td>FIRE HYDRANT:</td>
<td>14 each</td>
<td>$4,500.00</td>
<td>$63,000.00</td>
</tr>
<tr>
<td>1.11</td>
<td>FIRE HYDRANT BARREL EXTENSION:</td>
<td>3 vert. ft.</td>
<td>$900.00</td>
<td>$2,700.00</td>
</tr>
<tr>
<td>1.12</td>
<td>WATER SERVICE REPLACEMENT:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1&quot; - Short side</td>
<td>60 each</td>
<td>$1,200.00</td>
<td>$72,000.00</td>
</tr>
<tr>
<td></td>
<td>1&quot; - Long side</td>
<td>52 each</td>
<td>$2,600.00</td>
<td>$132,000.00</td>
</tr>
<tr>
<td></td>
<td>1-1/2&quot; - Short side</td>
<td>1 each</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td></td>
<td>1-1/2&quot; - Long side</td>
<td>1 each</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td>2&quot; - Short side</td>
<td>1 each</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td>2&quot; - Long side</td>
<td>1 each</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td></td>
<td>3&quot; special</td>
<td>1 each</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>1.13</td>
<td>LINE STOP:</td>
<td>1 each</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>1.14</td>
<td>CONNECTION TO EXISTING WATER MAIN (PRESSURE):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8-inch x 8-inch</td>
<td>2 each</td>
<td>$6,500.00</td>
<td>$13,000.00</td>
</tr>
<tr>
<td></td>
<td>6-inch x 6-inch</td>
<td>1 each</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>1.15</td>
<td>CONNECTION TO EXISTING WATER MAIN (NON PRESSURE):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10-inch</td>
<td>1 each</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td></td>
<td>8-inch</td>
<td>7 each</td>
<td>$3,000.00</td>
<td>$21,000.00</td>
</tr>
</tbody>
</table>
### SCHEDULE OF UNIT PRICES

<table>
<thead>
<tr>
<th>No.</th>
<th>Pay Item</th>
<th>Approximate Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6-inch</td>
<td>8 each</td>
<td>$2,400.00</td>
<td>$5,240.00</td>
</tr>
<tr>
<td></td>
<td>4-inch</td>
<td>1 each</td>
<td>$2,500.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>1.16</td>
<td>REPLACEMENT OF DRAIN TILES:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8-inch and smaller</td>
<td>70 lin. ft.</td>
<td>$45.00</td>
<td>$3,150.00</td>
</tr>
<tr>
<td>1.17</td>
<td>SANITARY SEWER SERVICE REPAIR:</td>
<td>40 each</td>
<td>$75.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>1.18</td>
<td>SANITARY SEWER SERVICE RELOCATION:</td>
<td>10 each</td>
<td>$100.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>1.19</td>
<td>SEWER REMOVAL AND REPLACEMENT:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>24-inch</td>
<td>20 lin. ft.</td>
<td>$300.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td></td>
<td>16-inch</td>
<td>50 lin. ft.</td>
<td>$110.00</td>
<td>$5,500.00</td>
</tr>
<tr>
<td></td>
<td>12-inch</td>
<td>330 lin. ft.</td>
<td>$95.00</td>
<td>$31,450.00</td>
</tr>
<tr>
<td></td>
<td>10-inch</td>
<td>240 lin. ft.</td>
<td>$72.00</td>
<td>$17,328.00</td>
</tr>
<tr>
<td></td>
<td>8-inch</td>
<td>40 lin. ft.</td>
<td>$105.00</td>
<td>$4,200.00</td>
</tr>
<tr>
<td></td>
<td>Connection to existing structure/pipe</td>
<td>40 each</td>
<td>$50.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>1.20</td>
<td>REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL:</td>
<td>140 cu. yd.</td>
<td>$1.00</td>
<td>$140.00</td>
</tr>
<tr>
<td>1.21</td>
<td>CONTROLED LOW STRENGTH MATERIAL:</td>
<td>80 cu. yd.</td>
<td>$150.00</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>1.22</td>
<td>SOIL TESTS FOR CONTAMINANTS:</td>
<td>11 each</td>
<td>$100.00</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>1.23</td>
<td>CONTAMINATED WASTE DISPOSAL:</td>
<td>110 tons</td>
<td>$80.00</td>
<td>$8,800.00</td>
</tr>
<tr>
<td>1.24</td>
<td>UTILITY LOCATE:</td>
<td>14 each</td>
<td>$450.00</td>
<td>$6,300.00</td>
</tr>
<tr>
<td>1.25</td>
<td>PAVEMENT RESTORATION:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HMA Street - 4&quot;</td>
<td>5,800 sq. yd.</td>
<td>$35.00</td>
<td>$203,000.00</td>
</tr>
<tr>
<td></td>
<td>HMA Street - Additional 1&quot; thick binder</td>
<td>1,250 sq. yd.</td>
<td>$10.00</td>
<td>$12,500.00</td>
</tr>
<tr>
<td></td>
<td>HMA Driveway - 3&quot;</td>
<td>40 sq. yd.</td>
<td>$40.00</td>
<td>$1,600.00</td>
</tr>
</tbody>
</table>

BID FORM
00 41 00.41-5 (160986.40) IEPA-PWSLP

336,920
### SCHEDULE OF UNIT PRICES

<table>
<thead>
<tr>
<th>No.</th>
<th>Pay Item</th>
<th>Approximate Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Concrete Driveway - 8&quot;</td>
<td>30 sq. yd.</td>
<td>$79.00</td>
<td>$2,370.00</td>
</tr>
<tr>
<td></td>
<td>Concrete Curb and Gutter</td>
<td>800 lin. ft.</td>
<td>$27.00</td>
<td>$21,600.00</td>
</tr>
<tr>
<td></td>
<td>Concrete Sidewalk - 5&quot;</td>
<td>1,200 sq. ft.</td>
<td>$7.00</td>
<td>$8,400.00</td>
</tr>
<tr>
<td></td>
<td>Detectable Warnings</td>
<td>220 sq. ft.</td>
<td>$24.00</td>
<td>$5,280.00</td>
</tr>
<tr>
<td>1.26</td>
<td>PAVEMENT MARKING:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Line, 24&quot; wide</td>
<td>90 lin. ft.</td>
<td>$20.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td></td>
<td>Line, 6&quot; wide</td>
<td>220 lin. ft.</td>
<td>$10.00</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>1.27</td>
<td>RESTORATION OF LAWNS AND PARKWAYS:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Topsoil and Sod</td>
<td>390 lin. ft.</td>
<td>$10.00</td>
<td>$3,900.00</td>
</tr>
<tr>
<td>1.28</td>
<td>TREE REMOVAL:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6 TO 15-INCH Diameter</td>
<td>10 Inch</td>
<td>$100.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Over 15-inch Diameter</td>
<td>20 Inch</td>
<td>$50.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>1.29</td>
<td>EROSION AND SEDIMENTATION CONTROL:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inlet Protection Filters</td>
<td>44 each</td>
<td>$100.00</td>
<td>$4,400.00</td>
</tr>
<tr>
<td>1.30</td>
<td>BUNA-NITRILE GASKETS:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12-inch</td>
<td>10 each</td>
<td>$100.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>1.31</td>
<td>PRECONSTRUCTION VIDEO RECORDING:</td>
<td>Lump Sum</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>1.32</td>
<td>TRAFFIC CONTROL AND PROTECTION:</td>
<td>Lump Sum</td>
<td>$131,000.00</td>
<td>$131,000.00</td>
</tr>
<tr>
<td>1.33</td>
<td>ABANDONMENT OF EXISTING WATERMAINS AND APPURTEINANCES:</td>
<td>Lump Sum</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT OF BASE BID** $1,555,090.00

5. Bidder agrees that the Work will begin as set forth in the Notice to Proceed and will be Substantially Completed within 240 calendar days after the Contract Time commences to run, and completed and ready for final payment in accordance with Paragraph 1.11 of the Supplementary Conditions within 285 calendar days after the Contract Time has begun.

BID FORM
00 41 00.41-6 (160986.40) IEPA-PWSLP

205920
a. Bidder accepts the provisions of the Supplementary Conditions as to liquidated damages in the event of failure to complete the Work on time.

6. Bidder submits the required Bid Security in the form of (Certified Check or Bid Bond) in the amount of $ ______________________ or ten percent (10%) of the Bid Amount.

7. Bidder will be obtaining Performance and Payment Bonds through the following local agent or broker:

Name: Weible & Cahill
Address: 2300 Cabot Drive Suite 100 Lisle, IL 60532
Telephone: 630-245-4622 email: a.waters@weiblecahill.com

8. Bidder submits all items listed in Section 00 43 93.41 – Bid Submittal Checklist.

9. Terms used in this Bid which are defined in the Standard General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

10. Bidder acknowledges receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

12. By submission of the Bid, Bidder certifies, and in the case of a Joint Bid each party thereto certifies as to his own organization, that in connection with the Bid:

   a. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

   b. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly, or indirectly to any other Bidder or to any competitor; and

   c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
13. The person signing this Bid certifies that: (Check applicable box.)

☐ He/She is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid and that he/she has not participated, and will not participate, in any action contrary to that above; or

☐ He/She is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid but that he/she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to that above, and as their agent shall so certify; and shall also certify that he/she has not participated, and will not participate, in any action contrary to that above.

Bidder is currently certified as an MBE or WBE under EPA's DBE program? Yes ☐ No ☑

Respectfully submitted, signed, and sealed this 4th day of May, 2017.

H. Linden & Sons Sewer and Water, Inc.

(SEAL)

By

Brian Linden - President

Name - Title

ATTEST:

Steve Linden - Sec/Treas

Name - Title

END OF BID FORM
AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE  H. Linden & Sons Sewer & Water, Inc.
722 E. South Street, Unit D Plano, IL 60545

as Principal, hereinafter called the Principal, and  North American Specialty Insurance Company
650 Elm Street Manchester, NH 03101

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto City of DeKalb
200 South Fourth Street DeKalb, IL 60115

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars ($

),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2017 Water Main Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of May 2017

[Signatures]

H. Linden & Sons Sewer & Water, Inc.

[Seal]

By: [Signature]

Principal

North American Specialty Insurance Company

[Seal]

By: [Signature]

Surety

[Seal]

By: [Signature]

Attorney-in-Fact

[Seal]

[Signature]

Witness

Kimberly R. Holmes

[Seal]

[Signature]

Witness

Sandra Bell

[Seal]

[Signature]
STATE OF Illinois
COUNTY OF DuPage

I, Christine Eitel, Notary Public of DuPage County, in the State of Illinois, do hereby certify that Ann Waters, Attorney-in-Fact, of the North American Specialty Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the North American Specialty Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle in said County, this 4th day of May A.D., 2017.

Notary Public Christine Eitel

My Commission expires: May 26, 2020

"OFFICIAL SEAL" 
CHRISTINE EITEL 
NOTARY PUBLIC, STATE OF ILLINOIS 
MY COMMISSION EXPIRES 5/26/2020
NAS SURETY GROUP
NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint: Ann Waters

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: H. Linden & Sons Sewer & Water, Inc.
Obligee: City of DeKalb
Bond Number: Bid Bond
Bond Amount: See Bond Form
Bond Description: 2017 Water Main Replacement

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of any such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By
Michael A. Ho, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of October, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

On this 1st day of October, 2015, before me, a Notary Public personally appeared, Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ho, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of May, 2017.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company
CERTIFICATE 00 62 03

ILLINOIS DRUG FREE WORKPLACE ACT

Ill. Comp. Stat. ch. 30-580

The Contractor certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Contractor’s policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

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

ILLINOIS DRUG FREE WORKPLACE ACT
CERTIFICATE 00 62 03-1
(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

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

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

H. Linden & Sons Sewer and Water, Inc.

Printed Name of Contractor

Signature of Authorized Representative

Printed Name and Title

Date

5/4/17

ILLINOIS DRUG FREE WORKPLACE ACT
CERTIFICATE 00 62 03-2
CERTIFICATE 00 62 04

ILLINOIS CONTRACTOR CERTIFICATION

____________________, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from bidding and/or contracting with a unit of state or local government as a result of (i) any person holding an interest in this Contract in violation of Sections 11.1 et seq. of the Illinois Purchasing Act, 30 ILCS 505/11.1 et seq.; (ii) the commission of an act in violation of Section 10.1 of the Illinois Purchasing Act, 30 ILCS 505/10.1; (iii) a default on an educational loan as provided in the Educational Loan Default Act, 5 ILCS 385/0.01 et seq.; (iv) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless contractor is contesting in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (v) a violation of either Section 33E-3 or Section 33-E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

Contractor further deposes, states and certifies that Contractor is in compliance with and shall continue to comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

Dated this ____ day of _____________, 20__.

Attest/Witness

By: ___________________________  By: ___________________________

Title: President                  Title: Sec/Pres

Subscribed and sworn to before me this ____ day of _____________, 20__.

____________________
Notary Public

My Commission Expires: 8/26/17

ILLINOIS CONTRACTOR CERTIFICATION

CERTIFICATE 00 62 04
CERTIFICATE 00 62 05

ILLINOIS COMPLIANCE WITH SAFETY REQUIREMENTS

The undersigned, as a duly-authorized representative of the Contractor, hereby certifies to the (Owner) City of DeKalb Illinois, that the Contractor is fully aware of and able to comply with all Local, State, and Federal Safety Laws and Regulations applicable for the construction of the Project known as (Project) 2017 Water Main Replacements.

[Signature]

Name

H. Linden & Sons Sewer and Water, Inc.

Company

5/4/17

Date

ILLINOIS COMPLIANCE WITH SAFETY REQUIREMENTS
CERTIFICATE 00 62 05
CERTIFICATE 00 62 06

ILLINOIS TAX DELINQUENCY/DEFAULT

The undersigned, upon being first duly sworn, hereby certifies to the (Owner) ________

______________________________
City of DeKalb

H. Linden & Sons Sewer and Water, Inc.

that ___________________________(Contractor) is not currently
delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue,
of otherwise in default upon any such tax as defined under Chapter 24, Section 11-42-1, Illinois
Revised Statutes.

By: ____________________________
(Name of Contractor)

______________________________
Sec/Treas
(Title)

Subscribed and sworn to before me
this 4th day of May, 2017. My Commission Expires: 8/24/17

______________________________
Sandra Bell
Notary Public

ILLINOIS TAX DELINQUENCY/DEFAULT
CERTIFICATE 00 62 06
CERTIFICATE 00 62 07

SUBSTANCE ABUSE PREVENTION PROGRAM

The undersigned, upon being first duly sworn, hereby certifies to the (Client) _____________________________

City of Dekalb

that

H. Linden & Sons Sewer and Water, Inc. (Contractor)

has in place a written Substance Abuse Prevention Program that meets or exceeds the requirements of the State of Illinois P.A. 095-0635, or has a collective bargaining agreement in effect dealing with the subject matter of P.A. 095-0635. The Contractor and Subcontractors will file a copy of the Substance Abuse Prevention Program, or collective bargaining agreement, with the Client prior to any work being conducted on the project.

By: _____________________________ (Name of Contractor)

[Signature]

[Title]

Subscribed and sworn to before me this ______ day of ____________, 20__.

________________________
Notary Public

My Commission Expires: 8/24/17

SANDRA BELL
OFFICIAL SEAL

State of Illinois
Commission Expires
August 24, 2017

SUBSTANCE ABUSE PREVENTION PROGRAM
CERTIFICATE 00 62 07
CERTIFICATE 00 62 08

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

Brian Linden, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor complies with the provisions of the Employment of Illinois Workers on Public Works Act as they may apply to this Project.

Dated this 4th day of May, 2017.

Attest/Witness
By: Brian Linden
Title: President

By: [Signature]
Title: Sec/Treas

Subscribed and sworn to before me this 4th day of May, 2017.

My Commission Expires: 8/26/17

SANDRA BELL
Notary Public

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT
CERTIFICATE 00 62 08
CERTIFICATE 00 62 33.13

BIDDER CERTIFICATION REGARDING THE USE OF
AMERICAN IRON AND STEEL PRODUCTS

1. ____________________________, do hereby certify that:
   Name

1. I am ______________________ (title) of the __________________
   (company, partnership, etc.) and have authority to execute this certification on behalf of
   the firm.

2. This firm is aware that all iron and steel products used for this project must be
   produced in the United States per Section 436 (a) – (f) of the Consolidated
   Appropriations Act, 2014.

3. This firm is aware that the use of American iron and steel products applies to all
   projects for the construction, alteration, maintenance, or repair of publically owned
   treatment works (POTW) or public water systems.

4. This firm understands the term “iron and steel products” refers to the following
   products made primarily of iron or steel: lined or unlined pipes and fittings, manhole
   covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and
   restraints, valves, structural steel, reinforced precast concrete, and construction
   materials.

5. I am aware that this requirement applies to all portions of the project that are
   subcontracted.

Name of Firm
H. Linden & Sons Sewer and Water, Inc.

Signature

Title ______________________

Date 5/4/17

Corporate Seal (where appropriate)

END OF CERTIFICATE 00 62 33.13

CERTIFICATE 00 62 33.13-1 IEPA-PWSLP
Use of American Iron and Steel

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300-j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term 'iron and steel products' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the 'Administrator') finds that--

(1) applying subsection (a) would be inconsistent with the public interest;
(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.
CERTIFICATE 00 74 23.01

DATA SHEET #1
DISADVANTAGED BUSINESS
PARTICIPATION DOCUMENTATION FORMAT

1) Completed, signed, and notarized certification from the Bidder(s), attesting that the Bidder will award no sub-agreements, including the procurement of equipment, materials, supplies, and services, in the performance of this contract,

OR

2) "Certification of Publication", or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from the Rockford Register Star or other "Key" newspaper utilized by each Bidder based upon the project's locality.

   Dates of Bidder advertisement: _____________
   Date of Bid Opening: _____________

3) List of all disadvantaged business enterprises (DBE) and non-DBE's that submitted proposals to the bidder. Specify as DBE*, along with the type of DBE, or non-DBE* with the following information:

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

   (Furnish data for additional subcontractors on plain bond paper).

4) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided.

   (If necessary, furnish data on plain bond paper.)

5) Certification from the Bidder that Form 6100-2 (DBE Subcontractor participation Form) has been provided to DBE subcontractors being utilized.

6) Completed and signed copies of Forms 6100-3 (DBE Subcontractor Performance Form) and Form 6100-4 (DBE Subcontractor Utilization Form).

7) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized.

CERTIFICATE
00 74 23.01-1 (160986.40) IEPA-PWSLP
8) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.
Received DBE bids for DeKalb – 2017 Water Main

RA Seaton Contractor Services, LLC
Rebecca A. Seaton
1467 McKinley Ave., Belvidere, IL 61008
raseatoncontractor@gmail.com
815-520-4812
5/4/2017
DBE Certified, WBE Certified
Submitted for hauling and for materials
Will utilize for hauling, but the material bid wasn’t submitted until after business hours the night before the 10:00 a.m. bid. Pricing is considerably higher than other suppliers and obviously far less responsive. Likely will not be utilized unless they can offer a valid explanation as to both objections.

Smith Maintenance Company
Michael Smith
2221 W. Walnut Street, Unit #2, Chicago, IL 60612
mike@smithmaint.com
847-302-5664
5/4/2017
DBE Certified
Submitted pricing for Traffic Control
Will not utilize. Traffic Control to be performed by prime.
# Disadvantaged Business Enterprise Program

**DBE Subcontractor Performance Form**

<table>
<thead>
<tr>
<th>NAME OF SUBCONTRACTOR</th>
<th>PROJECT NAME</th>
<th>BID/PROPOSAL NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RA Seaba Contractor Services LLC</td>
<td>City of Dekalb Watermain Replacement</td>
<td>160986.40</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>E-MAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>467 McKinley Ave, Bolingbrook, IL 60440</td>
<td><a href="mailto:rasebacontractor@gmail.com">rasebacontractor@gmail.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TELEPHONE NO.</th>
<th>PRIME CONTRACTOR NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>815-520-4812</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT ITEM NO.</th>
<th>ITEM OF WORK OR DESCRIPTION OF SERVICES</th>
<th>PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Currently certified as an MBE or WBE under EPA's DBE Program?  
Yes [ ]  No [x]  

Signature of Prime Contractor: [Signature]  Date: [5/9/2017]  
Print Name: [Rebecca A. Seaba]  Title: [Owner]  
Signature of Subcontractor: [Signature]  Date: [5/9/2017]  
Print Name: [Rebecca A. Seaba]  Title: [Owner]

---

1. Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)
Environmental Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

<table>
<thead>
<tr>
<th>NAME OF SUBCONTRACTOR1</th>
<th>PROJECT NAME</th>
<th>CONTRACT NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RA Seaton Contractor Services LLC</td>
<td>City of Dekalb Watermain Replacement</td>
<td>160986.40</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>E-MAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1467 McKinley Ave Belvidere IL</td>
<td><a href="mailto:rsSeatoncontractor@gmail.com">rsSeatoncontractor@gmail.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TELEPHONE NO.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>815-520-4812</td>
<td>61008</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR NAME</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

<table>
<thead>
<tr>
<th>CONTRACT ITEM NO.</th>
<th>ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR</th>
<th>AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subcontractor Signature:  
Owner: 5/3/2017

---

1Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)
R.A. Seaton Contractor Services, L.L.C.

is hereby certified as a

Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control only and supercedes any authorization or listing previously issued.

John L. Schneider
Secretary
Illinois Department of Transportation

Debra A. Clark
Acting Bureau Chief
Bureau of Small Business Enterprises

Effective the 18th day of September 2012
January 11, 2017

CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Rebecca A. Seaton
R. A. Seaton Contractor Services, L.L.C.
1467 McKinley Ave.
Belvidere, IL 61008

Dear Ms. Seaton:

The Illinois Department of Transportation (IDOT) has approved the “No Change Affidavit” for R. A. Seaton Contractor Services, L.L.C. and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm’s next anniversary date.

Should the submitted information change, you are required to notify IDOT’s Bureau of Small Business Enterprises (bureau) within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there are any change in circumstances affecting your firm’s eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm’s certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-6490.

Sincerely,

Debra A. Clark, Acting Bureau Chief
Bureau of Small Business Enterprises
February 7, 2017

Ms. Rebecca A Seaton
R. A. Seaton Contractor Services, LLC
1467 McKinley Ave.
Belvidere, IL 61008

Dear Rebecca A Seaton:

Re: Women Business Enterprise (WBE)

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Women Business Enterprise (WBE) under the Business Enterprise Program (BEP) for Minority, Females, and Persons with Disabilities.

BEP recognizes and accepts your certification with your host agency. This certification is in effect with the State of Illinois as specified on the above certification term expiration date.

At least 15 days prior to the anniversary date of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Please be advised, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Your firm's participation on State contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program in the specialty area(s) of:

NIGP 75070: READY-MIX CONCRETE (SEE 150-12 FOR BAGGED CONCRETE)
NIGP 98266: TRANSPORTATION OF GOODS, SHIPPING AND HANDLING, AND OTHER FREIGHT SERVICES

Please visit our website at www.opportunities.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service you may provide.

Thank you for your participation in the Business Enterprise Program. We welcome your participation and wish you continued success.

Sincerely,

Carlos Gutiérrez
Certification Manager
Business Enterprise Program
Illinois Department of Transportation

Subcontractor Registration Number: 14412

DBE Participation Statement

Letting: 
Item No.: 
Contract No.: 

(1) Instructions

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

(2) Work:

Please Indicate: JRV Manufacturer Supplier (60%) Subcontractor X Trucking

Pay Item No. Description (Anticipated items for trucking)* Quantity Unit Price Total

(3) Partial Payment Items (For any of the above items which are partial pay items)
Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount:
*Applies to trucking only

(4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tier a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement, with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

---

Signature for Contractor: 
Date: 5/2/2017

1st Tier 2nd Tier

Contact Person: Michael Smith
Title: President

Firm Name: Smith Maintenance Company
Address: 2221 W. Walnut St, Unit #2
City/State/Zip: 60612

Phone: 312-733-4301
Email Address: mike@smithmaint.com

E WC

Ten Statement of Transmittal of transmittal disclosure statement has been executed in accordance with the requirements under the State and Federal laws. Disclosure of this information is REQUIRED. Failure to provide any information will result in the project being put on hold. This form has been approved by the Small Business Management Office.

SBE 2016 (Rev. 02/27/15)
June 15, 2016

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Michael Smith
Smith Maintenance Company
205 W. Randolph St., Ste. 925
Chicago, IL 60606

To Whom It May Concern:

Smith Maintenance Company's No Change Affidavit is presently under review. Until such time as a decision is rendered, the firm remains certified as a Disadvantaged Business Enterprise with the Illinois Unified Certification Program.

Should you have any questions, feel free to contact my office at (217) 782-5490.

Sincerely,

Debra A. Clark, Acting Bureau Chief
Bureau of Small Business Enterprises
Illinois Department of Transportation

Smith Maintenance Company

is hereby certified as a
Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control only and supercedes any authorization or listing previously issued.

Ann L. Schneider  
Secretary  
Illinois Department of Transportation

Debra A. Clark  
Acting Bureau Chief  
Bureau of Small Business Enterprises

Effective the 17th day of April 2012
CERTIFICATE 00 74 23.02

BIDDER CERTIFICATION REGARDING THE USE OF DISADVANTAGED BUSINESSES

1. ____________________________, do hereby certify that:
   Name

2. I am ____________________________ of the _________ of the Firm
   Position H. Linden & Sons Sewer and Water, Inc.

   and have authority to execute this certification on behalf of the firm;

3. This firm, its partners or directors and officers does not possess a controlling interest in
   ownership or conflict of interest or any other authority to control the disadvantaged business
   to be used during the performance of the contracts.

Name of Firm ____________________________

Signature ____________________________ Title ____________________________

Date ____________________________

Corporate Seal (where appropriate)

On this ___________ day of ________, 20 __________, before me appeared

(Name) ____________________________ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was

properly authorized by

(Name of Firm) ____________________________ to execute the

affidavit and did so as his or her free act and deed.

Notary Public ____________________________ Commission Expires ____________________________

Notary Seal

END OF CERTIFICATE 00 74 23.02-1 IEPA-PWSLP
PROOF OF PUBLICATION

STATE OF ILLINOIS )
County of Winnebago

City of Rockford: ss.

GateHouse Media Illinois Holdings, Inc., a corporation organized and existing under and pursuant to the laws of the State of Delaware with its principle office in the City of Fairport, Monroe County, New York certifies that it is the publisher of

The Rockford Register Star

That such paper is secular newspaper of general circulation in Winnebago County, Illinois, that is printed and published in the city of Rockford, Winnebago County, Illinois aforesaid. It hereby further certifies that a notice of which the annexed notice is a true copy, has been legally published in said newspaper.

That the first publication was on the 14th day of January, 2017
and that the last publication was on the 30th day of January, 2017

It further certifies that said newspaper has been regularly published for one year prior to the first publication of said notice.

In WITNESS WHEREOF the said GateHouse Media Illinois Holdings, Inc. published aforesaid, has hereunto caused its corporate name to be hereunto signed on this 14th day of January, 2017 A.D. 2017 by its duly authorized agent pursuant to a resolution adopted by the Board of Directors of GateHouse Media Illinois Holdings, Inc.

RESOLVED, that a certificate of publication of legal notices may be signed on behalf of this corporation and its corporate seal by any or either of the following officers or Agents; President, Secretary, Asst. Secretary, Comptroller, or Cashier or Designees of any of them.

GATEHOUSE MEDIA ILLINOIS HOLDINGS, INC.

By

Its

Printers Fee $ 79.00 PAID 20
CERTIFICATE 00 74 23.04

BIDDER CERTIFICATION
IN COMPLIANCE WITH ARTICLE 33 E TO THE
"CRIMINAL CODE OF 1961"

1. _______________, do hereby certify that:
   Name

1. I am _______________ of the __________________________
   Position          Name of Firm

   and have authority to execute this certification on behalf of the firm;

2. This firm is not barred from bidding on this contract as a result of a violation of either Section
   33E-3, Bid-rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Criminal
   Code of 1961".

   H. Linden & Sons Sewer and Water, Inc.

   Name of Firm

   Signature

   Title _______________

   Date _______________

   Corporate Seal (where appropriate)

   On this _______________ day of ____________, 2017 before me appeared
   (name) _______________ to me personally known, who, being duly sworn, did
   execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of
   Firm) _______________ to execute the affidavit and did so as his
   or her free act and deed.

   Notary Public       _______________ Commission Expires _______________

   Notary Seal

END OF CERTIFICATE 00 74 23.04
CERTIFICATE 00 74 23.05

U.S. ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Signature

Date

5/4/2017

Name and Title of Signer

(Please type)

Steve Linden, Sec/Pres.

H. Linden & Sons Sewer and Water, Inc.

Firm Name

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

END OF CERTIFICATE 00 74 23.05
CERTIFICATE 00 74 23.06

NOTICE TO LABOR UnIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDiscrimination IN EMPLOYMENT

To: Laborers 149 Operators 150

(Name of union or organization of workers)

The undersigned currently holds contract(s) with City of Dekalb

(Name of applicant)

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

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

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

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

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

[Signature]
Sec./Dres.

H. Linden & Sons Sewer and Water, Inc.

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

(Contractor or Subcontractor)

5/4/2017
(Date)

END OF CERTIFICATE 00 74 23.06

CERTIFICATE 00 74 23.06 IEPA-PWSLP
CERTIFICATE 00 74 23.07

EPA Project Control #

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension and Other Responsibility Matters

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

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

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

____________________________
(Typed Name & Title of Authorized Representative)

____________________________
(Signature of Authorized Representative) 

5/4/2017
(Date)

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

EPA Form 5700-49 (11-88)

CERTIFICATE 00 74 23.07-1 IEPA-PWSLP
Instructions

Under executive order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program or subprogram hereunder for $25,000 or more.

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

Where to submit

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

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

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

How to obtain forms:

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

Additional copies/assistance may be requested from:

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

END OF CERTIFICATE 00 74 23.07

EPA Form 5700-49 (11-88)

CERTIFICATE 00 74 23.07-2 IEPA-PWSLP
PROPOSED SUBCONTRACTORS FORM

TO: Mayor and City Council
City of DeKalb
200 South Fourth Street
DeKalb, Illinois  60115
(hereinafter called Owner)

1. Pursuant to bidding requirements for the Work titled:

CITY OF DEKALB, ILLINOIS
2017 WATER MAIN REPLACEMENTS

for portions of the Work equaling or exceeding $10,000, Bidder proposes to use the following Subcontractors. Except as otherwise approved by Owner, Bidder proposes to perform all other portions of the Work with his own forces:

2. Portion of the Work: Subcontractor name and address:

- asphalt
  - TAT Enterprises

- landscaping
  - Schollmeyer

- valves & chlorination
  - Midwest Chlorinating

- concrete
  - DiNatale
<table>
<thead>
<tr>
<th>Portion of the Work:</th>
<th>Subcontractor name and address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

USE ADDITIONAL SHEETS IF REQUIRED

END OF PROPOSED SUBCONTRACTORS FORM
May 5, 2017

Mr. Bryan Faivre
Superintendent – Utility Division
City of DeKalb
1216 Market Street
DeKalb, Illinois 60115

RECOMMENDATION TO AWARD

Subject: City of DeKalb - 2017 Water Main Replacements

Dear Mr. Faivre:

The following bids were received for the 2017 Water Main Replacements project on May 4, 2017:

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>AMOUNT OF BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>H. Linden &amp; Sons Sewer and Water, Inc.</td>
<td>$1,555,096.00</td>
</tr>
<tr>
<td>Trine Construction Corp.</td>
<td>$1,721,654.00</td>
</tr>
<tr>
<td>R.A. Mancini, Inc.</td>
<td>$1,778,150.00</td>
</tr>
<tr>
<td>Northern Illinois Service Company</td>
<td>$1,893,550.00</td>
</tr>
<tr>
<td>Fischer Excavating, Inc.</td>
<td>$1,924,374.53</td>
</tr>
<tr>
<td>N-Track Group, LLC</td>
<td>$2,199,844.40</td>
</tr>
</tbody>
</table>

Our pre-bid opinion of probable cost for this Project was $2,143,150.

We have analyzed each of the bids and find H. Linden & Sons Sewer and Water, Inc. to be the lowest, responsible and responsive Bidder.

Based upon our familiarity and past working relationships with this Bidder, we believe that H. Linden & Sons is qualified to complete the Project.

We recommend the award of the Contract to H. Linden & Sons in the amount of $1,555,096.00 subject to the City’s receipt of their loan from the Illinois Environmental Protection Agency.

The original bid bonds and bid forms are enclosed for your files. Please advise me of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

James E. Sparber, P.E.

Enc.

1:\Crystal Lake\DKLBC\160986-WM Replacement\40-Design\12-Bidding\Recommendation to Award.docx
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CITY WIDE EXPENSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 PERSONNEL EXPENSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2 SUPPLIES &amp; MATERIALS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. OTHER EXPENSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1 DEPARTMENTAL EXPENSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2 CAPITAL EXPENSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. REVENUES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1 REVENUE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. BUDGET ary EFFECTIVE DATE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Date</td>
<td>Location</td>
<td>Details</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------</td>
<td>------</td>
<td>----------</td>
<td>---------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Segment/Extension</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Tabulation of Bids

**CITY OF DEKALB, ILLINOIS**  
**2017 WATER MAIN REPLACEMENTS**

**PROJECT ENGINEER:** Jim Sparber, P.E.  
**BID DATE/TIME:** May 4, 2017 / 10:00 A.M.  
**ENGINEERS’ JOB NO:** 160986.40

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>PROPOSAL GUARANTY</th>
<th>TOTAL AMOUNT OF PROPOSAL</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Archon Construction Company</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Addison, IL 60001</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Construction Company, Inc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chicago, IL 60630</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civil Constructors, Inc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Freeport, IL 61032</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elliott &amp; Wood, Inc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DeKalb, IL 60115</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ferguson Waterworks – DeKalb</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Freeport, IL 61032</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fischer Excavating Inc. DeKalb</td>
<td></td>
<td>1,925,519.51</td>
<td></td>
</tr>
<tr>
<td>DeKalb, IL 60115</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Go Excavating Inc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Freeport, IL 61032</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Linden &amp; Sons Sewer and Water Inc.</td>
<td></td>
<td>1,555,096.92</td>
<td></td>
</tr>
<tr>
<td>Plano, IL 60545</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marton Construction Inc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elgin, IL 60120</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MerryMan Excavation, Inc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Woodstock, IL 60098</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N-Trak Group LLC</td>
<td></td>
<td>2,199,870.40</td>
<td></td>
</tr>
<tr>
<td>Loves Park, IL 61111</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Northern Illinois Service Company</td>
<td></td>
<td>1,893,550.00</td>
<td></td>
</tr>
<tr>
<td>Rockford, IL 61109</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RA Mancini Inc.</td>
<td></td>
<td>1,780,500.00</td>
<td></td>
</tr>
<tr>
<td>Lakemoor, IL 60051</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stenstrom Excavation and Blacktop Group</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rockford, IL 61108</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trine Construction Corp.</td>
<td>1,727,450$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------</td>
<td>------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Chicago, IL 60185</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Engineer's Estimate: $288,850**

L:\Crystal Lake\WAUCC\160787-2017 WM Replacements\BidTab.DOC