RESOLUTION 2017-103 PASSED: AUGUST 28, 2017

AWARDING A BID TO BRANDT EXCAVATING IN THE AMOUNT OF $428,370.17 FOR THE REPLACEMENT OF 1,130 FEET OF WATER MAIN ON SOUTH SIXTH STREET WITH STAFF AUTHORITY TO APPROVE CHANGE ORDERS UP TO $443,363.

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 South Sixth Street Water Main Replacement (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 1,130 lineal feet of water main on South Sixth Street from Culver Street to Tyler Street; and

WHEREAS, the City released a Request for Bids (RFB) on July 21, 2017, with sealed bids publicly opened on August 7, 2017 with the lowest responsive and responsible bid provided by Brandt Excavating.

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 approve an agreement with Brandt Excavating for the South Sixth Street Water Main Replacement in an amount of $428,370.17 with staff authority to approve change orders up to $443,363.

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 28th day of August, 2017 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. NAY: None.

ATTEST:

SUSANNA HERRMANN, City Clerk

JERRY SMITH, Mayor
00 52 00.13

AGREEMENT

THIS AGREEMENT is dated as of the 5th day of September in the year 2017 by and between CITY OF DEKALB, ILLINOIS (hereinafter called Owner) and BRANDT EXCAVATING, 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:

Furnish and installation of approximately 1,320 lineal feet of 12-inch, 8-inch and 6-inch water main pipe; 4 fire hydrants, 6 valves, 38 water service connections and line replacement; complete pavement and ground surface restoration and other miscellaneous items of work.

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

City of DeKalb, Illinois

2017 6th Street (CDBG) Water Main Replacements

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 October 27, 2017, and completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions on or before November 10, 2017.

or

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

AGREEMENT

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completed and ready for final payment in accordance with paragraph 1.11 of the Supplementary Conditions within _______ 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 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 __One Thousand__ Dollars ($ 1,000.00 ) 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 __Five Hundred__ Dollars ($ 500.00 ) 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.

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, the General Conditions, Supplementary Conditions, Specifications and Drawings, all Addenda issued prior to receipt of Bids, Contractor's Bid, Performance and Payment Bonds, Insurance Certificates, 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. OTHER PROVISIONS

9.01 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 bid rotating.

9.02 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.

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

Owner:

CITY OF DEKALB, ILLINOIS

By: JERRY SMITH, MAYOR

Contractor:

BRANDT EXCAVATING, INC.

By: CHAD BRANDT, PRESIDENT

LISA M. BENSON, SECRETARY

END OF AGREEMENT
00 61 13.13

PERFORMANCE BOND FORM

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

CONTRACTOR:
Brandt Excavating, Inc.
385 E. Hoover Street
Morris, Illinois 60450

SURETY:
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
City of DeKalb
200 South Fourth Street
DeKalb, Illinois 60115

CONSTRUCTION CONTRACT:

Date: September 5, 2017
Amount: $428,370.17
Description: City of DeKalb, Illinois
2017 6th Street (CDBG) Water Main Replacements

BOND:
268009174

Date: September 5, 2017
Amount: $428,370.17

CONTRACTOR AS PRINCIPAL:
Company: BRANDT EXCAVATING, INC.

SURETY
Company: LIBERTY MUTUAL INSURANCE COMPANY

Signature: Chad Brandt, President

Signature: R.L. McWethy, 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 after:

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 allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default.

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not 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 Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 In excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, 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 Owner 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 or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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 greater 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 mitigation of 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; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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 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 signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. 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 Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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: OWNER'S REPRESENTATIVE (Engineer):
Lee McWethy, Attorney-In-Fact John Ambrose
Hub International Midwest President/CEO
1411 Gurnee Place, Suite 460 Baxter & Woodman, Inc.
Courtland, Illinois 60015 Crystal Lake, Illinois 60012
(815) 285-4100 (815) 458-1260

BAXTER & WOODMAN, INC.
PAYMENT BOND FORM

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

CONTRACTOR:
Brandt Excavating, Inc.
385 E. Hoover Street
Morris, Illinois 60450

SURETY:
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
City of DeKalb
200 South Fourth Street
DeKalb, Illinois 60115

CONSTRUCTION CONTRACT:

Date: September 5, 2017
Amount: $428,370.17
Description: City of DeKalb, Illinois
2017 6th Street (CDBG) Water Main Replacements

BOND:

Date: September 5, 2017
Amount: $428,370.17

CONTRACTOR AS PRINCIPAL:
Company:
BRANDT EXCAVATING, INC.

Signature: Chad Brandt, President

SURETY
Company
LIBERTY MUTUAL INSURANCE COMPANY

Signature: R.L. McWethy, 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.

4. The Surety shall have no obligation to Claimants under this Bond 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 stated, 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 Surety 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 Surety 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, to 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 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.

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For Information Only — Name, Address and Telephone

Agent or Broker: 

Lee McWethy, Attorney-In-Fact
Hub International Midwest West
1411 Osprey Place, Suite 450
Owensboro, Kentucky 42301
(606) 485-4100

Owner's Representative (Engineer):

John Ambrose
President/CEO
Baxter & Woodman, Inc.
Crystal Lake, Illinois 60014
(815) 459-1260
State of Illinois

County of DuPage

On 5th day of September, 2017, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R.L. McWethy known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 06/24/2018

Debra A. Couch, Notary Public
POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That the Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dawn L. Morgan; Debra A. Couch; Diane M. Rubright; Elaine G. Marcus; James I. Moore; Jennifer J. McComb; Kelly A. Gardner; Kevin J. Scanlon; Melissa Schmidt; R. L. McWethy; Rob W. Keiley Jr; Stasha Knechtel; Stephen T. Kazmer; Tareisa M. Pisciotto

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed to the same.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in the respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach the same to the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in the respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the same to the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company’s Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of September, 2017.

By: Renee C. Llewellyn, Assistant Secretary

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BID SECURITY FORM
(SAMPLE FORM)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ________________ as Principal, and
Liberty Mutual Insurance Company as Surety, are hereby
held and firmly bound unto City of DeKalb as
Owner in the penal sum of Five Percent of Amount Bid 5% for
the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns.
Signed, this 7th day of August, 2017.
The Condition of the above obligation is such that whereas the Principal has submitted to
City of DeKalb a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the
2017 6th Street (CDBG) Water Main Replacements

NOW, THEREFORE,
(a) If said BID shall be rejected, or
(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in
the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the
payment of all persons performing labor or furnishing materials in connection
therewith, and shall in all other respects perform the agreement created by the
acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of
the Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated.
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Brandt Excavating, Inc.

By: /s/ Chad Brandt (L.S.)
Principal President

Liberty Mutual Insurance Company
Surety

By: /s/ R.L. McWethy, Attorney-in-Fact
R.L. McWethy

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

BID SECURITY FORM
00 43 13-2
State of Illinois } 
\} ss.
County of DuPage } 

On 7\textsuperscript{th} day of August, 2017, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R.L. McWethy known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 06/24/2018

Debra A. Couch, Notary Public
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgages, notes, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guaranty. To confirm the validity of this Power of Attorney call 610-622-8246 between 9:00 am and 4:30 pm EST on any business day.

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint [Name], of the city of [City], state of [State], its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Brandt Excavating, Inc.

Surety Bond Number: Bid Bond

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of March, 2017.

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

By: ________________________
    David M. Creasy, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 8th day of March, 2017, before me personally appeared David M. Creasy, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporates by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV -- OFFICERS -- Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation.

When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XII -- Execution of Contracts -- Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company.

When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation -- The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Creasy, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization -- By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually attested.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of August, 2017.

By: ________________________
    Renee C. Llewellyn, Assistant Secretary
BID SUBMITTAL CHECKLIST

BIDDER submits the following documents with this Bid:

a. Form 00 41 00.13 "BID FORM".

b. Required Bid Security (Certified Check or Bid Bond).

c. CERTIFICATE 00 62 07 SUBSTANCE ABUSE PREVENTION PROGRAM.

d. CERTIFICATES in Contract Compliance Package consisting of:


ii. Proposed Contracts Breakdown.


iv. Subcontractor Certification Form.


END OF BID SUBMITTAL CHECKLIST

BID SUBMITTAL CHECKLIST
00 43 93-1 (160986.42)
To: Mayor and City Council  
City of DeKalb  
200 South Fourth Street  
DeKalb, Illinois 60115  
(hereinafter called Owner)

From: Brandt Excavating Inc.  
385 E. Hoover Street  
Morris IL 60450  
(815) 942-4488  
(815) 942-4429  
brandtbuilders92@gmail.com  
E-MAIL

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 6th Street (CDBG) Water Main Replacement for the City of DeKalb, DeKalb County, Illinois (Engineers' Job No. 160986.42), 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 60 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 15 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. 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:
(1) 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.

(2) 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.

(3) 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.

(4) 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 as determined by the Department of Labor or determined by the court on review, shall be paid to all laborers, workmen, and mechanics performing work under this contract.

l. 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 ILCS 22.51(f)(2)(B)] and [415 ILCS 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>50 lin. ft.</td>
<td>$120.00</td>
<td>$6000.00</td>
</tr>
<tr>
<td></td>
<td>8-inch D.I. - RJT</td>
<td>160 lin. ft.</td>
<td>$95.00</td>
<td>$15200.00</td>
</tr>
<tr>
<td></td>
<td>8-inch D.I.</td>
<td>1010 lin. ft.</td>
<td>$80.00</td>
<td>$80800.00</td>
</tr>
<tr>
<td></td>
<td>6-inch D.I. - RJT</td>
<td>100 lin. ft.</td>
<td>$80.00</td>
<td>$8000.00</td>
</tr>
<tr>
<td>1.3</td>
<td>ADDITIONAL WATER MAIN FITTINGS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- (R.J.T.):</td>
<td>2000 pounds</td>
<td>$</td>
<td>$20.00</td>
</tr>
<tr>
<td>1.4</td>
<td>GATE VALVE:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12-inch</td>
<td>2 each</td>
<td>$3300.00</td>
<td>$6600.00</td>
</tr>
<tr>
<td></td>
<td>8-inch</td>
<td>4 each</td>
<td>$2200.00</td>
<td>$8800.00</td>
</tr>
<tr>
<td>1.5</td>
<td>VALVE VAULT:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5-foot diameter</td>
<td>6 each</td>
<td>$2400.00</td>
<td>$14400.00</td>
</tr>
<tr>
<td>1.6</td>
<td>VALVE VAULT (ADDITIONAL DEPTH):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5-foot diameter</td>
<td>2 vert. ft.</td>
<td>$200.00</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

BID FORM
00 41 00.13-3 (160986.42)
## 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>1.7</td>
<td>FIRE HYDRANT:</td>
<td>4 each</td>
<td>$500.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>1.8</td>
<td>FIRE HYDRANT BARREL EXTENSION:</td>
<td>1 vert. ft.</td>
<td>$800.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>1.9</td>
<td>WATER SERVICE REPLACEMENT:</td>
<td>19 each</td>
<td>$1,300.00</td>
<td>$24,700.00</td>
</tr>
<tr>
<td></td>
<td>1&quot; - Short side</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1&quot; - Long side</td>
<td>19 each</td>
<td>$2,500.00</td>
<td>$47,500.00</td>
</tr>
<tr>
<td>1.10</td>
<td>CONNECTION TO EXISTING WATER MAIN (NON PRESSURE):</td>
<td>5 each</td>
<td>$3,100.00</td>
<td>$15,500.00</td>
</tr>
<tr>
<td>1.11</td>
<td>REPLACEMENT OF DRAIN TILES:</td>
<td>20 lin. ft.</td>
<td>$50.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>1.12</td>
<td>SANITARY SEWER SERVICE REPAIR:</td>
<td>10 each</td>
<td>$10.01</td>
<td>$101.07</td>
</tr>
<tr>
<td>1.13</td>
<td>SANITARY SEWER SERVICE RELOCATION:</td>
<td>7 each</td>
<td>$10.01</td>
<td>$70.07</td>
</tr>
<tr>
<td>1.14</td>
<td>SEWER REMOVAL AND REPLACEMENT:</td>
<td>130 lin. ft.</td>
<td>$85.00</td>
<td>$11,050.00</td>
</tr>
<tr>
<td></td>
<td>12-inch</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10-inch</td>
<td>80 lin. ft.</td>
<td>$80.00</td>
<td>$6,400.00</td>
</tr>
<tr>
<td></td>
<td>Connection to existing structure/pipe</td>
<td>12 each</td>
<td>$100.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>1.15</td>
<td>REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL:</td>
<td>30 cu. yds.</td>
<td>$30.00</td>
<td>$900.00</td>
</tr>
<tr>
<td>1.16</td>
<td>SOIL TESTS FOR CONTAMINANTS:</td>
<td>2 each</td>
<td>$105.00</td>
<td>$210.00</td>
</tr>
<tr>
<td>1.17</td>
<td>CONTAMINATED WASTE DISPOSAL:</td>
<td>20 tons</td>
<td>$80.00</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>1.18</td>
<td>UTILITY LOCATE:</td>
<td>2 each</td>
<td>$250.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>1.19</td>
<td>PAVEMENT RESTORATION:</td>
<td>1,360 sq. yds.</td>
<td>$30.00</td>
<td>$40,800.00</td>
</tr>
<tr>
<td></td>
<td>HMA Street - 4&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HMA Street - Additional 1&quot; thick binder</td>
<td>280 sq. yds.</td>
<td>$12.00</td>
<td>$3,360.00</td>
</tr>
<tr>
<td></td>
<td>Concrete Curb and Gutter</td>
<td>790 lin. ft.</td>
<td>$27.00</td>
<td>$21,330.00</td>
</tr>
<tr>
<td></td>
<td>Concrete Sidewalk - 5&quot;</td>
<td>1,680 sq. ft.</td>
<td>$10.00</td>
<td>$16,800.00</td>
</tr>
<tr>
<td></td>
<td>Detectable Warnings</td>
<td>80 sq. ft.</td>
<td>$30.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>1.20</td>
<td>RESTORATION OF LAWNS AND PARKWAYS:</td>
<td>150 lin. ft.</td>
<td>$70.00</td>
<td>$10,500.00</td>
</tr>
</tbody>
</table>

**BID FORM**
00 41 00.13-4 (160986.42)
### 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>1.21</td>
<td>TREE REMOVAL: Over 15-inch diameter</td>
<td>20 inch-dia.</td>
<td>$ 100.00</td>
<td>$ 2000.00</td>
</tr>
<tr>
<td>1.22</td>
<td>EROSION AND SEDIMENTATION CONTROL: Inlet Protection Filters</td>
<td>8 each</td>
<td>$ 150.00</td>
<td>$ 1200.00</td>
</tr>
<tr>
<td>1.23</td>
<td>BUNA-NITRILE GASKETS:</td>
<td>2 each</td>
<td>$ 100.00</td>
<td>$ 200.00</td>
</tr>
<tr>
<td></td>
<td>12-inch</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8-inch</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.24</td>
<td>PRECONSTRUCTION VIDEO RECORDING:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lump Sum</td>
<td></td>
<td>$ 600.00</td>
<td></td>
</tr>
<tr>
<td>1.25</td>
<td>TRAFFIC CONTROL AND PROTECTION:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lump Sum</td>
<td></td>
<td>$ 47,000.00</td>
<td></td>
</tr>
<tr>
<td>1.26</td>
<td>ABANDONMENT OF EXISTING WATER MAINS:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lump Sum</td>
<td></td>
<td>$ 10,000.00</td>
<td></td>
</tr>
</tbody>
</table>

### TOTAL AMOUNT OF BID PROPOSAL: $428,370.17

5. Bidder agrees that the Work will begin as set forth in the Notice to Proceed and will be Substantially Completed on Friday, October 27, 2017, and completed and ready for final payment in accordance with Paragraph 1.11 of the Supplementary Conditions on Friday, November 10, 2017. The preceding dates are based on the City Council awarding the contract on August 28, 2017, the Contractor receiving the Award Letter on August 29, 2017 (via email), the Contractor returning executed documents to the Engineer no later than September 5, 2017, and the Contractor receiving the Notice to Proceed no later than September 11, 2017.

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 __50% bid bond__ or ____ Percent of the Bid Amount.

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

   **Name:** Hub International Midwest West - Lee McWethy
   **Address:** 1411 Opus Place, Suite 450, Downers Grove IL 60515
   **Telephone:** 815-485-4100

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**BID FORM**

00 41 00.13-5 (160986.42)
8. Bidder submits all items listed in Section 00 43 93 – 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 Bidding 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>1</td>
<td>8/1/2017</td>
</tr>
</tbody>
</table>

11. 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 the 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.

Respectfully submitted, signed, and sealed this 7th day of August, 2017.

Brandt Excavating, Inc.

(SEAL)

By

Chad Brandt, President

Name - Title

ATTEST:

Joan Benson

Secretary

Name – Title

END OF BID FORM

BID FORM

00 41 00.13-6 (160986.42)
CERTIFICATE 00 62 07

SUBSTANCE ABUSE PREVENTION PROGRAM

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

City of Dekalb ____________________________

Brandt Excavating, 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: Brandt Excavating, Inc. ________________________
(Name of Contractor)

Chad Brandt (Title) President

Subscribed and sworn to before me this _______ day of August, 2017

My Commission Expires: 3-12-18

[Signature]
Notary Public

SUBSTANCE ABUSE PREVENTION PROGRAM
CERTIFICATE 00 62 07
Affirmative Action Program Implementing Section 3 of the Housing &
Urban Development Act of 1968

<table>
<thead>
<tr>
<th>Contractor's Name</th>
<th>2017 6th Street (CDBG) Water Main Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Project Name</td>
</tr>
<tr>
<td>385 E. Hooever St</td>
<td>60045C</td>
</tr>
<tr>
<td>Zip Code</td>
<td>DeKalb</td>
</tr>
<tr>
<td>EEO Officer</td>
<td>DeKalb County</td>
</tr>
<tr>
<td>Phone Number</td>
<td>Project Location (City, County, State)</td>
</tr>
<tr>
<td></td>
<td>DeKalb</td>
</tr>
<tr>
<td></td>
<td>IL.</td>
</tr>
</tbody>
</table>

I. Determination of Project Area Boundaries
A. Address of Proposed Project

<table>
<thead>
<tr>
<th>Street</th>
<th>City or Township</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>6th Street, between Culver Street and Charter Street</td>
<td>City of DeKalb</td>
<td>DeKalb County</td>
</tr>
</tbody>
</table>

For the purposes of this Section 3 Affirmative Action plan, the “project area” is coextensive with the City of DeKalb’s corporate boundaries.

II. Specific Affirmative Action Steps
(Name of Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and project businesses:

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

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

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

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

E. *To insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

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

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

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

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

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

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

Signature

Title

Proposed Contracts Breakdown

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
<th>Column 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Contract (business or professional)</td>
<td>Total Number of Contracts</td>
<td>Total Approximate Dollar Amount</td>
<td>Estimated Number of Contracts to Project Area Businesses</td>
<td>Estimated Dollar Amount to Project Area Businesses</td>
</tr>
<tr>
<td>1</td>
<td>43,000</td>
<td>1</td>
<td>43,000</td>
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</tr>
<tr>
<td>2</td>
<td>43,000</td>
<td>1</td>
<td>43,000</td>
<td></td>
</tr>
</tbody>
</table>

**Brandt Excavating, Inc** 2017 6th Street (CD86) Water Main Replacement

Project Number 817-2017

Date 8/17/2017

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

Certification Form Regarding Equal Employment Opportunity

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

Contractor's Name: Brandt Excavating Inc
Address: 385 E. Hoover Street, DeKalb, IL 60450
Phone Number: 815-942-4488
IRS EIN: 30-0001708

1. Participation in a previous contract or subcontract.
   a. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
      
      X Yes       No

   b. Compliance reports were required to be filed in connection with such contract or subcontract.
      
      X Yes       No

   c. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246, or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964.
      
      X Yes       No

   d. If answer to item c. is "No", please explain in detail on reverse side of this certification.

2. Dollar amount of proposed bid. $________________________

3. Anticipated performance period.

4. Female owned business.
      
      X Yes       No

5. Expected total number of employees who will perform the proposed construction.
      
      4

   a. Notice to Prospective Federally-Assisted Construction Contractors.

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

A-20
b. Certification of Non-segregated Facilities.

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

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

<table>
<thead>
<tr>
<th>Race Category</th>
<th>Ethnicity Category</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Hispanic?</td>
</tr>
<tr>
<td>Black/African American</td>
<td>Hispanic?</td>
</tr>
<tr>
<td>Asian</td>
<td>Hispanic?</td>
</tr>
<tr>
<td>American Indian/Alaska Native</td>
<td>Hispanic?</td>
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<tr>
<td>Native Hawaiian/Other Pacific Islander</td>
<td>Hispanic?</td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; White</td>
<td>Hispanic?</td>
</tr>
<tr>
<td>Asian &amp; White</td>
<td>Hispanic?</td>
</tr>
<tr>
<td>Black/African American &amp; White</td>
<td>Hispanic?</td>
</tr>
<tr>
<td>Am. Indian/Alaska Native &amp; Black/African Am.</td>
<td>Hispanic?</td>
</tr>
<tr>
<td>Other Multi-Racial</td>
<td>Hispanic?</td>
</tr>
<tr>
<td>Other</td>
<td>Hispanic?</td>
</tr>
</tbody>
</table>

Remarks:

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

Chad Brandt, President

Name & Title of Signer: Chad Brandt
Signature: [Signature]
Date: 8-7-2017

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

2017 5th Street Water Main Replacements Brandt Excavating Inc.

Project Name: Street Water Main Replacements | Prime Contractor: Brandt Excavating Inc.
Project Number: 16098642

GENERAL

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

Subcontractor’s Name: [We are a union company and if awarded the contract we will solicit union subcontractors from the Dekalb area.]
Address: [ ]
Phone Number: [ ]
IRS EIN: [ ]

1. Participation in a previous contract or subcontract.
   a. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
      [ ] Yes [ ] No
   b. Compliance reports were required to be filed in connection with such contract or subcontract.
      [ ] Yes [ ] No
   c. Subcontractor has filed all compliance reports required by Executive Orders 10925, 11114, 11246, or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964.
      [ ] Yes [ ] No
d. If answer to item c. is "No", please explain in detail on reverse side of this certification.

2. Dollar amount of proposed subcontract. $__________________________

3. Anticipated performance period.

4. Female owned business.
   [ ] Yes [ ] No

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

   a. Notice to Prospective Federally-Assisted Construction Contractors.

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

A-22
b. Certification of Non-segregated Facilities.

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

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

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<td>Other</td>
<td>Hispanic?</td>
</tr>
</tbody>
</table>

Remarks:

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

Name & Title of Signer

Signature | Date

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

Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

City of DeKalb | 8/17/2017
(Appropriate Recipient)

2017 6th Street Water Main Replacements | 16098642
Project Name | Project Number (not awarded as of this date)

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

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

The contractor certifies that:

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

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

The contractor certifies that:

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

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

b. The undersigned is:
(1) A Single Proprietorship

(2) A Partnership

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

(4) Other Organization (describe)
c. The name, title and address of the owner, partners, or officers of the undersigned are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chad Brandt</td>
<td>President</td>
<td>1605 Locust Road</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MORRIS IL 60450</td>
</tr>
<tr>
<td>Chris Ahearn</td>
<td>Vice Pres</td>
<td>1690 Kenilworth Ct</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MORRIS IL 60450</td>
</tr>
<tr>
<td>Lisa Benson</td>
<td>Sec/Trea</td>
<td>1622 Black Street</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MORRIS IL 60450</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>


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

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>nil</td>
<td></td>
</tr>
</tbody>
</table>

Chad Brandt, President

Name & Title of Signer

Signature: [Signature]

Date: 8/17/2017

WARNING

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

A-25°
We, Brandt Excavating, Inc., do not 'Lobbying' activities.

Disclosure of Lobbying Activities

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>☒ a. contract</td>
<td>☒ a. Initial filing</td>
<td>☒ a. Initial filing</td>
</tr>
<tr>
<td></td>
<td>☒ b. grant</td>
<td>☐ b. Material change</td>
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<tr>
<td></td>
<td>☐ c. Cooperative Agreement</td>
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<tr>
<td></td>
<td>☐ d. loan</td>
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<tr>
<td></td>
<td>☐ e. loan guarantee</td>
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</tr>
<tr>
<td></td>
<td>☐ f. loan insurance</td>
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</tbody>
</table>

4. Name and Address of Reporting Entity:

<table>
<thead>
<tr>
<th>* Name</th>
<th>Prime</th>
<th>Subawardee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>* Street 1</th>
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<table>
<thead>
<tr>
<th>* City</th>
<th>State</th>
<th>Zip</th>
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Congressional District, if known:

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

6. * Federal Department/Agency:

<table>
<thead>
<tr>
<th>HUD/Dept. of Defense</th>
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</table>

7. * Federal Program Name/Description:

<table>
<thead>
<tr>
<th>Community Development Grant Program</th>
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8. Federal Action Number, if known:

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9. Award Amount, if known:

<p>| |</p>
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</table>

10. a. Name and Address of Lobbying Registrant:

<table>
<thead>
<tr>
<th>Prefix</th>
<th>First Name</th>
<th>Middle Name</th>
</tr>
</thead>
<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Last Name</th>
<th>Street 1</th>
<th>Street 2</th>
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<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
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10. a. Name and Address of Lobbying Registrant:

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<th>Zip</th>
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</tr>
</tbody>
</table>

11. Information required through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the person whom the contract was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: [Signature]

Name: [Name]

* Last Name: [Last Name]

City: [City]

State: [State]

Zip: [Zip]

Federal Use Only:

A-26 *
Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawardees include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment, include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1), if known; enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. Enter the Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (M).

11. The certifying official shall sign and date the form; and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.
<table>
<thead>
<tr>
<th>BIDDER</th>
<th>PROPOSAL GUARANTY</th>
<th>TOTAL AMOUNT OF PROPOSAL</th>
<th>REMARKS</th>
</tr>
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<tbody>
<tr>
<td>Brandt Excavating</td>
<td>5% B.B.</td>
<td>$28,370.17</td>
<td></td>
</tr>
<tr>
<td>Elliott &amp; Wood Inc.</td>
<td>5% B.B.</td>
<td>$582,500</td>
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<tr>
<td>Ferguson Waterworks</td>
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</tr>
<tr>
<td>H. Linden &amp; Sons Sewer and Water Inc.</td>
<td>No Bond</td>
<td></td>
<td>Not Read</td>
</tr>
<tr>
<td>IHC Construction Companies LLC</td>
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<td></td>
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</tr>
<tr>
<td>N-Trak Group LLC</td>
<td>5% B.B.</td>
<td>$494,074.20</td>
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<tr>
<td>Northern Illinois Service Company</td>
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<tr>
<td>Stenstrom Excavation and Blacktop Group</td>
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<tr>
<td>Suburban General Construction Inc.</td>
<td>5</td>
<td>$434,795</td>
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</table>

**Engineer's Estimate: $450,000-$525,000**
August 8, 2017

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

RECOMMENDATION TO AWARD

Subject: City of DeKalb – 2017 6th Street (CDBG) Water Main Replacements

Dear Mr. Faivre:

The following bids were received for the 2017 6th Street (CDBG) Water Main Replacements project on Monday, August 7, 2017:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount of Bid</th>
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<tbody>
<tr>
<td>Brandt Excavating, Inc.</td>
<td>$428,370.17</td>
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<tr>
<td>Morris, Illinois</td>
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<tr>
<td>Suburban General Construction, Inc.</td>
<td>$434,795.00</td>
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<tr>
<td>La Grange Park, Illinois</td>
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<tr>
<td>N-Trak Group, LLC</td>
<td>$496,074.20</td>
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<tr>
<td>Loves Park, Illinois</td>
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<tr>
<td>Elliott &amp; Wood, Inc.</td>
<td>$582,500.00</td>
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<tr>
<td>DeKalb, Illinois</td>
<td></td>
</tr>
<tr>
<td>H. Linden &amp; Sons Sewer &amp; Water</td>
<td>Bid was not opened</td>
</tr>
<tr>
<td>DeKalb, Illinois</td>
<td>(Bid Bond was not included)</td>
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</tbody>
</table>

We analyzed each of the bids and find Brandt Excavating, Inc. to be the lowest, responsible and responsive Bidder.

Based upon our familiarity and past working relationships with this Bidder, we believe Brandt Excavating, Inc. is qualified to complete the Project.

We recommend the award of the Contract to Brandt Excavating, Inc. in the amount of $428,370.17.
We also recommend the City establish a total project budget that includes the construction contract amount, a contingency allowance, and engineering fees for construction-related services.

The suggested Project Construction budget is presented below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Construction Contract Amount</td>
<td>$428,370.17</td>
</tr>
<tr>
<td>Contingency Allowance (3.5%)</td>
<td>$14,992.83</td>
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<tr>
<td>Engineering Fees (Construction Related) B&amp;W, Inc.</td>
<td>$43,220.00</td>
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<tr>
<td>Project Construction Budget</td>
<td>$486,583.00</td>
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</tbody>
</table>

The Illinois Environmental Protection Agency establishes a 3.5% contingency allowance for loan-funded projects to pay for unforeseen work items. The actual contingency costs will depend on many factors. Although we cannot predict the contingency costs on your project, we believe a 3.5 percent amount should be adequate for your budget.

Please advise us of your decision.

The original bid documents of all five bids and a Tabulation of Bids is enclosed for your and the City's records.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

[Signature]

Steven M. Verseman, P.E.
SMV:py

Enc.
<table>
<thead>
<tr>
<th>No.</th>
<th>Item Description</th>
<th>City</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
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<tbody>
<tr>
<td>1-11</td>
<td>Placement of Dean Piles:</td>
<td>20 in.</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>200.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
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<tr>
<td></td>
<td>Brisk and smaller</td>
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<td></td>
<td></td>
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<td>44.00</td>
<td>880.00</td>
<td>880.00</td>
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<tr>
<td>1-12</td>
<td>Subsurface Revision Device</td>
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<td>$ 0.80</td>
<td>$ 0.80</td>
<td>100.00</td>
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<td>800.00</td>
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<tr>
<td>1-13</td>
<td>Sapling Spreader Service</td>
<td>500 ft.</td>
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<td>$ 0.00</td>
<td>$ 0.00</td>
<td>500.00</td>
<td>500.00</td>
<td>500.00</td>
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<tr>
<td>1-14</td>
<td>injection System</td>
<td>100 ft.</td>
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<td>$ 7.00</td>
<td>$ 7.00</td>
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<tr>
<td>1-15</td>
<td>Deepening and replacement of unsuitable material</td>
<td>3000 cu yd.</td>
<td>$ 2.00</td>
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<td>$ 6.00</td>
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<td>6000.00</td>
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<tr>
<td>1-16</td>
<td>Soil Tests for Contaminants</td>
<td>300 ft.</td>
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<td>$ 3.00</td>
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<tr>
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<td>Contaminated waste disposal</td>
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<td>$ 2.00</td>
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<tr>
<td>1-18</td>
<td>Pipeline Repair</td>
<td>750 ft.</td>
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<td>1-19</td>
<td>Pipeline Reinforcement</td>
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<td>1-20</td>
<td>Pipeline Addition</td>
<td>2500 ft.</td>
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<tr>
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<td>Pipeline additional patch heads</td>
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<td>1-22</td>
<td>Pipeline Spreader Service</td>
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</table>

**Total:**

*Engineer's Estimate:*

City: $800,000

*Product:*

City: $800,000

*Elliott & Wood, Inc.:*

City: $800,000
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<th>Item Description</th>
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</table>

Total

| 1.20 | $1,802,500 |
| 1.21 | $350,000  |
| 1.22 | $10,000   |
| 1.23 | $60,000   |
| 1.24 | $200,000  |
| 1.25 | $200,000  |
| 1.26 | $400,000  |

| 1.20 | $1,802,500 |
| 1.21 | $350,000  |
| 1.22 | $10,000   |
| 1.23 | $60,000   |
| 1.24 | $200,000  |
| 1.25 | $200,000  |
| 1.26 | $400,000  |

City of Dekalb, Illinois
2017 6th Street (CBBQ Water Main Replacements)

Bid Date/Time: Monday, August 7, 2017 / 10:00 A.M.

Engineer's Job No.: E88988.42
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<tr>
<td>2.3</td>
<td>10/12&quot; ELBOW</td>
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