

NON-MANDATORY PRE-BID MEETING NOTIFICATION

PROJECT: Contract Index No: UW27-08-35
Lead Service Line Planned Replacements FY2028/29

MEETING LOCATION: CWLP Water Engineering & Distribution
401 North 11th Street
Springfield, IL 62702

DATE: Tuesday, September 1, 2026
TIME: 1:30 PM

NOTIFY: Mike Johnson, P.E., LEED AP
General Superintendent Water Engineering & Distribution
(217) 789-2323 ext. 1617
Michael.johnson@cwlp.com

Notify the Pre-Bid Meeting Contact a minimum of 2 days (48 hours) in advance if you will be attending the Pre-Bid Meeting.

Agenda No. _____

Ordinance No. _____

CITY OF

Springfield ILLINOIS



CONTRACT BOOK

SECTION I -- INTRODUCTION
SECTION II -- INSTRUCTIONS TO BIDDERS
SECTION III -- SCOPE OF CONTRACT
SECTION IV -- TERMS & CONDITIONS

SECTION V: -- PRICING
SECTION VI: -- CERTIFICATIONS
SECTION VII: -- ADDENDA
SECTION VIII: -- CONTRACT

MISTY BUSCHER, MAYOR

CONTRACT INDEX NO: UW27-08-35

CONTRACT NAME: Lead Service Line Planned

Replacements FY2028/29

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____



CITY OF SPRINGFIELD, ILLINOIS
300 S. SEVENTH STREET,
ROOM #200
SPRINGFIELD, ILLINOIS 62701

SECTION I

1. INTRODUCTION

1.1 Summary

The City of Springfield, Illinois ("City") is accepting sealed bids for [UW27-08-35 - Lead Service Line Planned Replacements FY2028/29](#). Bids must be submitted via the City's Bid Portal by [Friday, October 2, 2026](#), at 2:00 p.m. local time.

Department: [City, Water, Light & Power](#)

Bid Security: [5% of Total Bid](#)

1.2 Background

Springfield, the capital city of Illinois and seat of Sangamon County, has a population of 114,394 as of the 2020 census. The city's economy is driven by government agencies, healthcare, and medicine, with historical significance as the home of Abraham Lincoln from 1837 to 1861. Key attractions include the Abraham Lincoln Presidential Library and Museum, Lincoln Home, Old State Capitol, Lincoln-Herndon Law Offices, Lincoln Tomb, and historic Route 66.

1.3 Contact Information

Purchasing Agent
300 S. Seventh Street
Springfield, IL 62701

Email: Purchasing@springfield.il.us
Phone: (217) 789-2191

1.4 Timeline

The following timeline is a guide for planning purposes. The City reserves the right to adjust as needed:

Bid Released: [August 18, 2026](#)

Pre-Bid Meeting: [Non Mandatory](#)

Pre-Bid Meeting: [Tuesday, September 1, 2026, 1:30 p.m.](#)

Pre-Bid Location: [CWLP Water Dept, 401 N. 11th Street, Springfield, IL 62702](#)

Questions Due to City: [September 17, 2026, 12:00 p.m.](#)

Response from City: [September 24, 2026, 12:00 p.m.](#)

Bids Due/Opening: [October 2, 2026, 2:00 p.m.](#)

Anticipated Award Date: [January 5, 2027](#)

SECTION II

2. INSTRUCTIONS TO BIDDERS

2.1 Vendor Registration

Prospective bidders must register as vendors on the City of Springfield website at:

<https://www.springfield.il.us/Registration/Options.aspx>.

Registration enables receipt of bid opportunities and electronic submission of responses.

2.2 Retrieval of Bid/Proposal Documents

Bidders are responsible for accessing bid documents and addenda on the City's website:

<https://www.springfield.il.us/departments/OBM/OBMHome.aspx?Purchasing>.

2.3 Submission of Bids/Proposals

Unless otherwise specified, bids must be submitted electronically via the City's website in PDF format. All required documents (addenda, certifications, insurances, guarantees, bonds, etc.) must be included and complete.

2.4 Pre-Bid Meeting Attendance

Some bids may require a pre-bid meeting, which could be mandatory or non-mandatory. For mandatory meetings, only attendees may submit bids. Meeting details will be posted on the City's website.

2.5 Questions

Submit questions in writing via the Question/Answer Tab on the City's website by the specified deadline. Include the relevant section title for clarity. Responses will be posted on the website with sufficient time for bid preparation.

2.6 Addenda

Addenda will be posted on the City's website. Bidders are responsible for incorporating all addenda into their submissions. Failure to acknowledge addenda does not relieve bidders of their obligations under the contract.

2.7 Withdrawal of Bid

Bids may be withdrawn via the City's website prior to opening. After opening, bids cannot be withdrawn for **100** days without the City's consent, except as permitted by regulation. Post-opening corrections or withdrawals require a written determination by the Purchasing Agent.

2.8 Rejection of Bids

The City reserves the right to reject any or all bids, waive technicalities, and accept the bid deemed in its best interest. Such decisions are final.

2.9 Bid Opening

Telephone, fax, email, or verbal offers will not be accepted. Bids will be publicly opened and read at the specified time. Late submissions will not be accepted.

<u>SECTION III</u>

3. SCOPE OF WORK/PURCHASE

[3.1 IEPA \(PWSLP\) Plans-Specifications Checklist & Front-End Documents](#)

[3.2 Specifications & Drawings](#)

FRONT END DOCUMENTS
AND
SPECIAL PROVISIONS

LEAD SERVICE LINE PLANNED REPLACEMENTS FY2028/29

ILLINOIS EPA PWSLP LOAN NUMBER L17-6236
SANGAMON COUNTY
CITY OF SPRINGFIELD
AUGUST 2026

CITY OF SPRINGFIELD BID NUMBER
UW27-08-35

SECTION 3.1

SECTION 3.1
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
PUBLIC WATER SUPPLY LOAN PROGRAM (PWSLP)
CERTIFICATION OF PLANS AND SPECIFICATIONS FOR COMPLIANCE
WITH THE PWSLP RULES AND FRONT END DOCUMENTS

IEPA LOAN PROGRAM REQUIREMENTS.....7 – 9

IEPA FRONT END DOCUMENTS PACKAGE (**REQUIRED DOCUMENTS WITH BID**)..10 - 90



PUBLIC WATER SUPPLY LOAN PROGRAM (PWSLP)

LOAN APPLICANT'S CERTIFICATION OF PLANS/SPECIFICATIONS COMPLIANCE WITH PWSLP RULES (REV 02/2026)

Loan Applicant: _____ L17# _____

Project Description: _____

SECTION I – LOAN PROGRAM REQUIREMENTS:

Provide page number(s) for location of the information below in the bidding documents/specifications.

Page #s

- _____ 1. Advertisement for Bids includes notification to bidders that procurement is subject to regulations contained in the Illinois EPA loan program rules, the Davis-Bacon Act (40 USC 276a through 276a-5), the Employment of IL Workers on Public Works Act, IL Works Jobs Program Act Apprenticeship Initiative, and DBE Policy per 40 CFR Part 33, as amended, and the "Build America, Buy America Act" requirements as originally contained in the Federal Infrastructure Investment and Jobs Act, Pub. L. No. 117-58. [Loan Rules Section 662.620(b)].
- _____ 2. Sealed Bids are required.
- _____ 3. Public bid opening will be held.
- _____ 4. Method of bid evaluation in accordance with Section 662.620(c)(3).
- _____ 5. Criteria for evaluating bidders in accordance with Section 662.620(c)(5).
- _____ 6. Bidders can modify/withdraw bids prior to opening.
- _____ 7. Award shall be made to the low, responsive, responsible bidder in accordance with Section 662.620(e)(3)(4).
- _____ 8. Non-collusion and certification statement in accordance with Section 662.620(c)(6). Language is attached. See attached page 9, I and II.
- _____ 9. Minimum 5% bid bond in accordance with Section 662.620(e)(2)(f).
- _____ 10. 100% performance/payment bonds in accordance with Section 662.420(b)(1).
- _____ 11. Disadvantaged Business Enterprise (DBE) provisions per 40 CFR Part 33.
- _____ 12. DBE specifications and forms. A DBE guidance package is available on the Illinois EPA website.
- _____ 13. The Non-Discrimination Clause is contained within the contract 662.620 (f)(8). See Item 9, page 34 of the attached document.
- _____ 14. Davis-Bacon Wage Act language, wages and clauses are included in the bidding documents and specifications. Contractor(s) shall pay prevailing wages at rates not less than those prevailing under the Davis-Bacon Wage Act.
- _____ 15. Change orders: method for handling is in accordance with Section 662.420(b)(2).
- _____ 16. Audit; access to records provision in accordance with Section 662.620(f)(1)(A-G).
- _____ 17. Covenant against contingent fee provision in accordance with Section 662.620(f)(2).
- _____ 18. "Certification Regarding Debarment, Suspension and other Responsibility Matters Form" or equivalent contract language in accordance with Section 662.620(f)(5).
- _____ 19. Contracts for Subcontractors will be in accordance with Section 662.620(g).
- _____ 20. Contractor Bankruptcy clause in accordance with Section 662.620(h).
- _____ 21. Remedies per Section 662.640(c).
- _____ 22. Access to work site allowed per Section 662.620(i).

- _____ 23. Substantial Completion (project is operational) specified: _____ calendar days
- _____ 24. Final Completion (if applicable) specified: _____ calendar days
- _____ 25. Certification regarding Compliance with Criminal Code of 2012. [Section 662.620(c)(6)(A)(iii)].
- _____ 26. Notice of Intent to Award form [Section 662.620(e)(2)(E)].
- _____ 27. Notice of Award Form.
- _____ 28. Notice to Proceed Form.
- _____ 29. Change Order Form.
- _____ 30. Certification of Nonsegregated Facilities Form [Section 662.620(f)(6)].
- _____ 31. Nondiscrimination in Employment Notice.
- _____ 32. Certification Regarding Debarment, Suspension & other Responsibility Matters [Section 662.620(f)(5)].
- _____ 33. Experience Clause requirements, if utilized, are justified in submittal dated _____.
Section 662.620(c)(5).
- _____ 34. Certification that all iron, steel, manufactured products, & construction materials used in the project are
produced in the United States per the federal Build America, Buy America Act [Pub. L. No. 117-58, §§
70901-52]
- _____ 35. IL Works Jobs Program Act (Apprenticeship Initiative) Information [30 ILCS 559/20/20-1].
- _____ 36. Pre-negotiated prices if utilized. The loan rules require formal advertising and competitive bidding of
construction contracts. Items must be procured in accordance with Section 662.620.

SECTION II – APPROVED SCOPE OF WORK:

The PWSLP can only provide funding for the project scope approved in the Project Plan. ALL changes must be explained and justified in writing and receive Agency approval. Changes to the approved scope of work may require a Project Plan amendment.

YES NO Plans and specifications have been prepared consistent with the Project Plan approved by the Agency in a
(Select One) letter dated _____. If any changes have been made to the scope of the project after planning
approval, please identify below (include attachments with a detailed narrative of any changes if necessary):

SECTION III – LOAN ELIGIBILITY

In general, extended warranties, spare parts, and allowances are not eligible to receive loan funding. If this project includes any Warranties, Spare Parts, Allowances, or other possible ineligible items, provide an explanation and the page number in the bidding documents where the ineligible item is located.

1. **Warranties:** The Loan Program can only fund the normal industry standard warranty. Any extended, special, or additional warranties are not eligible in the loan program. If any warranty is more than the industry standard, please provide the cost for the warranty in excess of the industry standard.

YES NO Does this project include the purchase of any extended warranties? If YES, provide the page
(Select One) number and an explanation.

2. **Spare Parts:** Spare parts and extra materials are normally not loan eligible as they are viewed as maintenance related. To be eligible, spare parts must be justified as critical parts of major system components which are not immediately available and/or whose procurement involves an extended lead time.

YES NO Does this project include the purchase of any spare parts? If YES, provide the page number and an
(Select One) explanation.

3. **Allowances** (a fixed price to perform a specific scope of work) may be eligible at the time of the loan award provided justification for the allowance(s) is provided to the Agency along with a description of the scope of work and the basis for the establishment of the allowance amount. **Allowances are not allowed for equipment purchases which must be competitively bid.**

YES NO Does this project include any allowances? If YES, provide the page number for each allowance along
(Select One) with an explanation.

4. **Site Restoration:** The loan program can only fund site restoration to pre-construction conditions. For underground work, restoration is normally limited to the width of the trench. Costs for any site restoration beyond pre-construction conditions or for work outside the width of the trench should be identified.

☐ NO

(Select One)

Does this project include any restoration costs above and beyond pre-construction conditions? If YES, provide the page number and an explanation.

5. **Does the project include other items that may be ineligible?** Examples include costs outside the project scope, costs considered normal operating expenses, and pre-negotiated prices (see item 36).

☐ NO

(Select One)

If YES, provide the page number and an explanation.

METHODS UTILIZED TO ADDRESS INELIGIBLE ITEMS IN PWSL PROJECTS

1. Delete ineligible items from the project.
2. Provide a separate line item in the bid for ineligible items.
3. Proration of bid for the percentage of ineligible cost(s).
4. Agreement on costs between the Agency and borrower prior to bidding.

SECTION IV – ENVIRONMENTAL CONDITIONS

☐ NO

(Select One)

If YES, provide the page number(s): _____
If environmental review of this project resulted in recommendations or conditions to utilize mitigative measures or precautions during construction to protect historical or cultural resources; threatened or endangered species; wetlands; streams; floodplains; waterways; or other natural areas, provide the page number where this information is found. Recommendations are issued by the IL Dept. of Natural Resources, Army Corps of Engineers, US Fish & Wildlife Service, or other state, federal or local Agencies.

SECTION V – LABOR AGREEMENTS

☐ NO

(Select One)

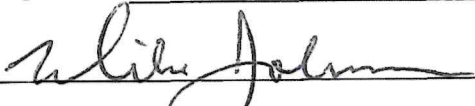
Are contractors bidding this project required to be or become party to a Project Labor Agreement or Multi-Project Labor Agreement? If YES, provide a page number where the agreement is located or attach a copy of the document. Agreements may not significantly restrict competition.

SECTION VI – CERTIFICATION OF PLANS AND SPECIFICATIONS

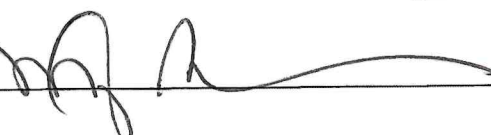
I do hereby certify that the Bidding documents and Plans and Specifications for the project entitled:
Lead Service Line Planned Replacements FY 2028/29

have been prepared in accordance with the requirements of Ill. Adm. Code 662, Procedures for Issuing Loans from the Public Water Supply Loan Program for obtaining loan funds.

Consulting Engineer: Michael T. Johnson, P.E. CWLP Engineering Phone Number: (217)-789-2323

Signature:  Date: 8/13/2026

Loan Applicant's Authorized Representative: Misty Buscher, Mayor City of Springfield

Signature:  Date: 8/17/26
GEM

DOCUMENTATION REQUIRED IN PLANS AND SPECIFICATIONS FOR PROJECTS TO BE CONSTRUCTED UNDER THE PUBLIC WATER SUPPLY LOAN PROGRAM

The attached **“front-end document package”** may be utilized by the loan applicant to comply with regulations for loans issued under the Public Water Supply Loan Program. The loan applicant’s use of the front-end document package and the completion and certification of the review checklist denoting the specific location of the required items as part of the submittal of the plans/specifications and permit application will help expedite the overall review of your project’s contract documents.

Rev. May 2003
 Rev. April 2006
 Rev. April 2007
 Rev. April 2009
 Rev. June 2010
 Rev. February 2013
 Rev. February 2014
 Rev. December 2014
 Rev. February 2016
 Rev. May 2016
 Rev. March 2017
 Rev. December 2017
 Rev. September 2018 (AIS)
 Rev. November 2019
 Rev. November 2020 (IL Workers Act)
 Rev. March 17, 2021 (Apprenticeship)
 Rev. April 22, 2022 (Removes IL Workers Act Alert)
 Rev. July 2022 (BABA)
 Rev. September 2022 (Apprenticeship Quarterly Report)
 Rev. April 2023 (Revised Apprenticeship Quarterly Report)
 Rev. July 2024 (Apprenticeship Compliance)
 Rev. September 2024 (Updated Apprenticeship Quarterly Report)
 Rev. January 2025 (Reverted to 2023 version of the Apprenticeship Quarterly Report)
 Rev. February 2026 (Removal of EO11246 & 41 CFR Part 60 and updated Apprenticeship Periodic Reporting forms)

IL532-2564
 PWS 662

TABLE OF CONTENTS

Page Number	
6	Advertisement for Bids
7	Information for Bidders
9	Bid Form or Proposal with Davis-Bacon Wage Act Requirements
18	Bid Bond
19	Agreement
21	Performance Bond
23	Payment Bond
25	Notice of Intent to Award
26	Notice of Award
27	Notice to Proceed
28	Change Order
29	Certification of Nonsegregated Facilities
30	Nondiscrimination in Employment Form
31	Certification Regarding Debarment, Suspension, & Other Responsibility Matters
32	Illinois EPA requirements for Construction Contracts of Loan Recipients and Other Applicable Sections from "Procedures for Issuing Loans from the Public Water Supply Loan Program".
35	Bidder Certification Regarding Compliance with Article 33E "Criminal Code of 2012"
36	Disadvantaged Business Enterprise Participation Specifications (DBE)
38	Suggested DBE Advertisement for Construction Contractors
39	Summary of DBE Requirements for Bidders
40	DBE Forms for Bidders
43	Build America, Buy America Act Certification Form
44	Information Regarding the use of Iron, Steel, Manufactured Products, and Construction Materials produced in the United States
47	Illinois Works Jobs Program Act – Apprenticeship Initiative Information

ADVERTISEMENT FOR BIDS

Owner

Address

Separate sealed BIDS for the construction of (briefly describe nature, scope, and major elements of the work):
Lead service line replacement and restoration for FY 2028 & 2029.

will be received by: _____

at the office of: _____

until: _____, (Standard Time-Daylight Savings Time) _____,

and then at said office publicly opened and read aloud.

“Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (Illinois EPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this invitation for bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Public Water Supply Loan Program (35 IAC Part 662), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), Illinois Works Jobs Program Act (30 ILCS 559/20-1), and the “Build America, Buy America Act” requirements as contained in the federal Infrastructure Investment and Jobs Act, Pub. L. No. 117-58.

This procurement is also subject to the loan recipient’s policy regarding the increased use of disadvantaged business enterprises. The loan recipient’s policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications.”

The CONTRACT DOCUMENTS may be examined at the following locations:

Copies of the CONTRACT DOCUMENTS may be obtained at the Office of: _____

located at: _____ upon payment of _____ for each set.

Any BIDDER, upon returning the CONTRACT DOCUMENTS promptly and in good condition, will be refunded his or her payment, and any non-bidder upon so returning the CONTRACT DOCUMENTS will be refunded the amount of _____.

Date

Signature

INFORMATION FOR BIDDERS

BIDS will be received by _____
 (herein called the "OWNER"), at _____
 until _____, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to _____
 at _____. Each sealed envelope
 containing a BID must be plainly marked on the outside as BID for _____
 and the envelope should bear on the outside the name of the BIDDER, his/her address, his/her license number if
 applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope
 containing the BID must be enclosed in another envelope addressed to the OWNER at _____.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

Any BID may be modified or withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within _____ days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him or her from fulfilling any of the conditions of the contract.

A BID bond payable to the OWNER must accompany each BID for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

Any contract entered into by the loan recipient and any sub-agreement hereunder, shall provide that representatives of the Agency will have access to the work whenever it is in preparation or progress and that the contractor or subcontractor will provide proper facilities for such access and inspection. Such contract or sub-agreement must also provide that the Agency or any authorized representative shall have access to any books, documents, papers, and records of the contractor or subcontractor, which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary Agreement and BOND forms shall accompany the NOTICE OF AWARD. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his or her or her option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER, within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his or her signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The OWNER shall issue the NOTICE TO PROCEED within ten (10) days of the execution of the Agreement. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR might terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he or she deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the low, responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout, including the Employment of Illinois Workers on Public Works Act (30 ILCS 570) and the Davis-Bacon Wage Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor.

BIDDERS will comply with the federal Build America, Buy America Act (BABA) which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 and specifies that all iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

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

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

Each BIDDER shall supply a list of all subcontractors that submitted proposals and if requested by the OWNER all major material suppliers.

Inspection trips for prospective BIDDERS will leave from the office of the: _____

at: _____

The ENGINEER is: _____

His/her address is: _____

BID FORM OR PROPOSAL

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____* to the _____ (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within _____ consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages the sum of _____ for each consecutive calendar day thereafter.

BIDDER certifies that all iron, steel, manufactured products, and construction materials used in the project for the construction, alteration, maintenance, or repair of a public water system (PWS) are produced in the United States in compliance with the federal Build America, Buy America Act, Pub. L. No. 117-58 §§ 70901-52.

* **Insert "a corporation", "a partnership", or "an individual" as applicable.**

I. By submission of the bid, each bidder certifies, and in the case of a joint bid each party to the joint bid certifies, as to his or her own organization, that in connection with the bid:

- i. The prices in the bid have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any competitor, for the purpose of restricting competition, as to any matter relating to the prices;
- ii. Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and
- iii. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition;

II. Each person signing the bid shall certify that:

- i. He or she is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above; or
- ii. He or she is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their bidder's agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

BIDDER acknowledges receipt of the following ADDENDUM (Where applicable):

DAVIS-BACON WAGE ACT CLAUSES

BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

1. *Minimum wages:*

- i. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, <https://sam.gov/>.
- ii. (A) The sub-recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub-recipient to Illinois EPA. Illinois EPA shall forward the report to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise Illinois EPA or will notify Illinois EPA within the 30-day period that additional time is necessary.
- (C) In the even the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), Illinois EPA shall refer the questions,

including the views of all interested parties and the recommendation of the sub-recipient, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise Illinois EPA or will notify Illinois EPA within the 30-day period that additional time is necessary.

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

- iii. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - iv. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.
2. *Withholding.* The sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the sub-recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub-recipient. Such documentation shall be available upon request of Illinois EPA or USEPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is

available for this purpose from the Wage and Hour Division Website, [<https://beta.dol.gov/forms-posters/forms/wh-347-davis-bacon-and-related-acts-weekly-certified-payroll-form>]. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient, for transmission to the Illinois EPA, USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient.

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- iii. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of Illinois EPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

- i. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under

the registered program shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii. *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by form certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - iii. *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of CFR part 30.
5. *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
 6. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
 7. *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
 8. *Compliance with Davis Bacon and Related Act requirements.* All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
 9. *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the

procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. *Certification of eligibility.*

- i. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

Contract Provision for Contracts in Excess of \$100,000 - clauses (1) through (4) shall be inserted in full in any contract in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

Contract Work Hours and Safety Standards Act

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanics receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* The sub-recipient, shall upon its own action or upon written request of the USEPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

The following shall be inserted into any contract subject only to the Contract Work Hours and Safety Standards Act.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

*******INSERT APPLICABLE CURRENT DAVIS-BACON WAGE RATES HERE*******

"General Decision Number: IL20260004 05/18/2026

State: Illinois

Construction Types: Building and Residential

Counties: Illinois Counties of
Sangamon

BUILDING CONSTRUCTION PROJECTS

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up
to and including 4 stories)

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

ASBE0001-002 10/07/2024		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 43.48	27.24

BOIL0363-001 01/01/2025		
	Rates	Fringes
BOILERMAKER.....	\$ 45.50	35.30

BRIL0008-021 05/01/2020		
	Rates	Fringes
BRICKLAYER, CAULKER, CLEANER, POINTER & STONEMASON..	\$ 33.49	24.93

BRIL0008-026 05/01/2017		
	Rates	Fringes
MARBLE, TILE & TERRAZZO WORKERS.....	\$ 32.20	18.51

CARP0270-002 05/01/2017		
	Rates	Fringes
CARPENTER AND LATHER (BUILDING).....	\$ 31.64	25.74
CARPENTER - PILEDRIVER (BUILDING).....	\$ 32.64	25.74
CARPENTER (RESIDENTIAL).....	\$ 28.48	25.74

CARP1051-006 05/15/2020		
	Rates	Fringes
MILLWRIGHT.....	\$ 33.06	29.36

ELEC0193-005 06/02/2025		
	Rates	Fringes
ELECTRICIAN Residential Construction (up to and including 4 stories).....	\$ 24.83	17.12

ELEV0055-002 01/01/2025

Rates

Fringes

ELEVATOR MECHANIC FOOTNOTES: A) EMPLOYER CONTRIBUTES 8% OF REGULAR BASIC HOURLY RATE AS VACATION PAY CREDIT FOR EMPLOYEES WITH MORE THAN 5 YEARS OF SERVICE; AND 6% FOR 6 MONTHS TO 5 YEARS OF SERVICE B) PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; THE FRIDAY AFTER THANKSGIVING DAY; VETERANS' DAY AND CHRISTMAS DAY.....\$ 57.99

38.44

ENGI0965-003 05/01/2023

Rates

Fringes

POWER EQUIPMENT OPERATOR GROUP 4 LATTICE BOOM CRAWLER CRANE, LATTICE BOOM TRUCK CRANE, TELESCOPIC TRUCK MOUNTED CRANE, TOWER CRANE PREMIUM PAY- CRANES WITH BOOMS - 120-200 FT. 1.00 PER HOUR; \$.02 PER FOOT FOR EACH FOOT ABOVE 200; MULTIPLE UNIT MACHINES- 1.00 PER HOUR; UNDERGROUND WORK- 1.00 PER HOUR; UNDER AIR PRESSURE- 1.00 PER HOUR; LONG BOOMS ON STATIONARY TOWER CRANES-1.00 PER HOUR. ABOVE LONG BOOM SCALE HAZARDOUS WASTE/ASBESTOS REMOVAL WORKERS RECEIVE THE FOLLOWING WAGES AND FRINGE BENEFITS: LEVEL A (HIGHEST LEVEL OF RESPIRATORY, SKIN, AND EYE PROTECTION) RECEIVES \$2.00 PER HOUR ABOVE JOURNEYMAN. LEVEL B (SAME AS LEVEL A, BUT A LOWER LEVEL OF SKIN PROTECTION) RECEIVES \$1.50 PER HOUR ABOVE JOURNEYMAN. LEVEL C (SAME AS LEVEL B, BUT A LOWER LEVEL OF RESPIRATORY PROTECTION) RECEIVES \$1.00 PER HOUR ABOVE JOURNEYMAN.....\$ 42.32

28.75

POWER EQUIPMENT OPERATOR GROUP 3 AIR COMPRESSOR, TRACK OR SELF-PROPELLED; BULK CEMENT BATCHING- PLANTS; CONVEYORS; CONCRETE MIXERS (EXCEPT PLANT,PAVER,TOWER) FIREMENT, GENERATORS; GREASERS; LIGHT PLANTS; MECHANICAL THEATER; OILERS; POWER FROM GRADERS; POWER SUB-GRADER; PUG MILL, WHEN USED OTHER THAN ASPHALT OPERATION; ROLLERS (EXCEPT BITUMINOUS); TRACTORS W/O POWER ATTACHMENTS REGARDLESS OF SIZE OR TYPE; TRUCK CRANE OILER; & DRIVER (ONE MAN); VIBRATORY HAMMER; WATER PUMP; WELDING MACHINE (ONE 300 AMP OR OVER) COMBINATIONS OF FIVE OF ANY AIR COMPRESSORS; CONVEYORS, WELDING MACHINES, WATER PUMPS; LIGHT PLANTS OR GENERATORS SHALL BE IN BATTERIES OR WITH IN 300 FT. PREMIUM PAY- CRANES WITH BOOMS - 120-200 FT. 1.00 PER HOUR; \$.02 PER FOOT FOR EACH FOOT ABOVE 200; MULTIPLE UNIT MACHINES- 1.00 PER HOUR; UNDERGROUND WORK- 1.00 PER HOUR; UNDER AIR PRESSURE- 1.00 PER HOUR; LONG BOOMS ON STATIONARY TOWER CRANES-1.00 PER HOUR. ABOVE LONG BOOM SCALE HAZARDOUS WASTE/ASBESTOS REMOVAL WORKERS RECEIVE THE FOLLOWING WAGES AND FRINGE BENEFITS: LEVEL A (HIGHEST LEVEL OF RESPIRATORY, SKIN, AND EYE PROTECTION) RECEIVES \$2.00 PER HOUR ABOVE JOURNEYMAN. LEVEL B (SAME AS LEVEL A, BUT A LOWER LEVEL OF SKIN PROTECTION) RECEIVES \$1.50 PER HOUR ABOVE JOURNEYMAN. LEVEL C (SAME AS LEVEL B, BUT A LOWER LEVEL OF RESPIRATORY PROTECTION) RECEIVES \$1.00 PER HOUR ABOVE JOURNEYMAN.....\$ 34.30

28.75

POWER EQUIPMENT OPERATOR GROUP 2 ASPHALT BOOSTER & HEATER; ASPHALT DISTRIBUTOR; ASPHALT PLANT FIREMAN;BUILDING ELEVATOR; BULL FLOAT OR FLEXPLANE; CONCRETE FINISHING MACHINE; CONCRETE SAW, SELF

UW27-08-35

23 of 168

August 18, 2026

PROPELLED; CONCRETE SPREADER MACHINE; GRAVEL OR STONE SPREADER, POWER OPERATED; HOIST AUTOMATIC; HOIST WITH ONE DRUM & ONE LOAD LINE; OILER ON 2 PAVING MIXERS WHEN USED IN TANDEM BOOM OR WINCH TRUCK; POST HOLE DIGGERS; MECHANICAL; ROAD OR STREET SWEEPER, SELF-PROPELLED; SCISSORS HOIST; SEAMAN TILLER; STRAW MACHINE; VIBRATORY COMPACTOR; WELL DRILL MACHINE; & MUD JACKS. PREMIUM PAY- CRANES WITH BOOMS - 120-200 FT. 1.00 PER HOUR; \$.02 PER FOOT FOR EACH FOOT ABOVE 200; MULTIPLE UNIT MACHINES- 1.00 PER HOUR; UNDERGROUND WORK- 1.00 PER HOUR; UNDER AIR PRESSURE- 1.00 PER HOUR; LONG BOOMS ON STATIONARY TOWER CRANES-1.00 PER HOUR. ABOVE LONG BOOM SCALE HAZARDOUS WASTE/ASBESTOS REMOVAL WORKERS RECEIVE THE FOLLOWING WAGES AND FRINGE BENEFITS: LEVEL A (HIGHEST LEVEL OF RESPIRATORY, SKIN, AND EYE PROTECTION) RECEIVES \$2.00 PER HOUR ABOVE JOURNEYMAN. LEVEL B (SAME AS LEVEL A, BUT A LOWER LEVEL OF SKIN PROTECTION) RECEIVES \$1.50 PER HOUR ABOVE JOURNEYMAN. LEVEL C (SAME AS LEVEL B, BUT A LOWER LEVEL OF RESPIRATORY PROTECTION) RECEIVES \$1.00 PER HOUR ABOVE JOURNEYMAN.....\$ 38.18

28.75

POWER EQUIPMENT OPERATOR GROUP 1 ASPHALT PLANT ENGINEER; ASPHALT SCREED MAN; APSCO CONCRETE SPREADER; ASPHALT PAVER; ASPHALT ROLLER ON BITUMINOUS CONTRETE; ATHEY LOADERS; CABLEWAYS; CHERRY PICKER; CLAMSHELL; C.M.I. & SIMILAR TYPE AUTOGRADE FORMLESS PAVER,AUTGRADE PLACER & FINISHER; CONCRETE BREAKER;CONCRETE PLANT OPER; CONCRETE PUMPS; CRANES; DERRICKS;DERRICK BOATS; DRAGLINES; EARTH AUGER BORING MACHINE, ELEVATING GRADERS; ENGINEERS ON DREDGE; GRAVEL PROCESSING MACHINES;HEAD EQUIPMENT GREASER;HIGH LIFT OR FORK LIFT;HOIST WITH TWO DRUMS OR 2 OR MORE LOADLINES; LOCOMOTIVE;MECHANICS; MOTOR GRADERS OR AUTO PATROLS; OPERATORS OR LEVELMAN ON DREDGES; POWER BOAT OPER; PUG MILL OPER; (ASPHALT PLAT); ORANGE PEELS; OVERHEAD CRANES; PAVING MIXER; PILEDRIVERS; PIPE WRAPER & PAINTING MACHINES; PUSH DOZERS, OR PUSH CATS; ROCK CRUSHER; ROSS CARRIER OR SIMILAR MACHINE; SCOOPS; SKIMMERS 2 CU YD CAPACITY & UNDER: SHEEP FOOT ROLLER (SELF PROPELLED);SHOVELS; SKIMMER; SCOOPS; TEST HOLE DRILLING MACHINES; TOWER MACHINE; TOWER MIXER; TRACK TUPE & LOADERS; TRACK TYPE FORKLIFTS OR HIGH LIFTS; TRACK JACKS & TAMPERS; TRACKORS; SIDEBOOM; TRENCHING MACHINE; DITCHING MACHINE; TUNNEL LUGGER; WHEEL TYPE END LOADER; WINCH CAT; SCOOPS (ALLOR TOUNAPULL) PREMIUM PAY- CRANES WITH BOOMS - 120-200 FT. 1.00 PER HOUR; \$.02 PER FOOT FOR EACH FOOT ABOVE 200; MULTIPLE UNIT MACHINES- 1.00 PER HOUR; UNDERGROUND WORK- 1.00 PER HOUR; UNDER AIR PRESSURE- 1.00 PER HOUR; LONG BOOMS ON STATIONARY TOWER CRANES-1.00 PER HOUR. ABOVE LONG BOOM SCALE HAZARDOUS WASTE/ASBESTOS REMOVAL WORKERS RECEIVE THE FOLLOWING WAGES AND FRINGE BENEFITS: LEVEL A (HIGHEST LEVEL OF RESPIRATORY, SKIN, AND EYE PROTECTION) RECEIVES \$2.00 PER HOUR ABOVE JOURNEYMAN. LEVEL B (SAME AS LEVEL A, BUT A LOWER LEVEL OF SKIN PROTECTION) RECEIVES \$1.50 PER HOUR ABOVE JOURNEYMAN. LEVEL C (SAME AS LEVEL B, BUT A LOWER LEVEL OF RESPIRATORY PROTECTION) RECEIVES \$1.00 PER HOUR ABOVE JOURNEYMAN.....\$ 40.71

28.75

IRON0046-008 05/01/2024

	Rates	Fringes
IRONWORKER.....	\$ 36.20	31.35

LAB00477-003 05/01/2024

	Rates	Fringes
LABORER (GENERAL LABORER).....	\$ 32.90	29.26
LABORER (ASBESTOS ABATEMENT WORKER).....	\$ 35.90	29.26

PAIN0090-004 09/01/2021

	Rates	Fringes
PAINTER: RESIDENTIAL EPOXY OR TOXIC-LEAD-BASED PAINT WORK-\$1.00 PREMIMUM ALL WORK OVER 40 FT. ABOVE FLOOR OR GROUND LEVEL - \$1.00 PREMIUM.....	\$ 29.73	20.58
PAINTER: BUILDING EPOXY OR TOXIC-LEAD-BASED PAINT WORK-\$1.00 PREMIMUM ALL WORK OVER 40 FT. ABOVE FLOOR OR GROUND LEVEL - \$1.00 PREMIUM.....	\$ 32.23	20.58

PAIN1168-002 05/01/2024

	Rates	Fringes
GLAZIER.....	\$ 39.77	22.73

PLAS0018-033 07/01/2012

	Rates	Fringes
PLASTERER.....	\$ 28.50	19.12
CEMENT MASON/CONCRETE FINISHER.....	\$ 28.51	21.93

PLAS0018-033 05/01/2017

	Rates	Fringes
PLASTERER.....	\$ 28.50	19.12
CEMENT MASON/CONCRETE FINISHER.....	\$ 28.51	21.93

PLUM0137-002 04/01/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (RESIDENTIAL).....	\$ 37.88	25.71
PLUMBER, PIPEFITTER, STEAMFITTER (BUILDING).....	\$ 43.89	25.71

ROOF0112-002 06/01/2025

	Rates	Fringes
ROOFER.....	\$ 36.00	26.36

SHEE0218-002 06/01/2022

	Rates	Fringes
SHEET METAL WORKER (RESIDENTIAL).....	\$ 26.73	26.48

SHEE0218-003 06/01/2023

	Rates	Fringes
SHEET METAL WORKER (BUILDING).....	\$ 38.54	30.37

TEAM0916-001 05/01/2025

	Rates	Fringes
TRUCK DRIVER: GROUP 5: DRIVERS WHO REQUIRE SPECIAL PROTECTIVE CLOTHING WHILE EMPLOYED ON HAZARDOUS WASTE WORK.....	\$ 47.71	25.72

UW27-08-35

25 of 168

August 18, 2026

TRUCK DRIVER: GROUP 4: LOW BOY AND OIL	
DISTRIBUTORS.....\$ 46.60	25.72
TRUCK DRIVER: GROUP 3- 2, 3 OR 4 AXLES HAULING 16	
TONS OR MORE; 5-AXLES OR MORE COMBINATION UNITS;	
DRIVERS ON WATER PULLS; ARTICULATED DUMP TRUCKS;	
MECHANICS AND WORKING FOREPERSONS.....\$ 46.25	25.72
TRUCK DRIVER: GROUP 2- 2 OR 3 AXLES HAULING MORE	
THAN 9 TONS BUT HAULING LESS THAN 16 TONS; A-FRAME	
WINCH TRUCKS; HYDROLIFT TRUCKS; VACTOR TRUCKS OR	
SIMILAR EQUIPMENT WHEN USED FOR TRANSPORTATION	
PURPOSES; FORKLIFT OVER 6,000 LB.CAPACITY; WINCH	
TRUCKS; AND FOUR AXLE COMBIATION UNITS.....\$ 45.93	25.72
TRUCK DRIVER: GROUP 1: DRIVERS ON 2 AXLES HAULING	
LESS THAN 9 TONS; AIR COMPRESSOR & WELDING MACHINES	
AND BROOMS, INCLUDING THOSE PULLED BY SEPARATE	
UNITS; TRUCK DRIVER HELPER, WAREHOUSE EMPLOYEES;	
MECHANIC HELPERS; GREASERS AND TIREMEN; PICK-UP	
TRUCKS WHEN HAULING MATERIAL, TOOLS, OR WORKERS TO	
AND FROM AND ON THE JOB SITE; AND FORKLIFTS UP TO	
6,000 LB CAPACITY.....\$ 45.35	25.72

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classifications

UW27-08-35

26 of 168

August 18, 2026

and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than **SU**, **UAVG**, **SA**, or **SC** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The **SU** identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The **SA** identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the **SA** identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

Washington, DC 20210.

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END OF GENERAL DECISION"

State: Illinois

Construction Types: Heavy and Highway

Counties: Illinois Counties of
Adams, Brown, Cass, Champaign,
Christian, Clark, Coles, Cumberland, De
Witt, Douglas, Edgar, Logan, Macon,
Mason, Menard, Morgan, Moultrie, Piatt,
Pike, Sangamon, Schuyler, Scott, Shelby
and Vermilion

Heavy Construction

Highway Construction

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026
2	07/30/2026

BRIL0008-011 05/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (LOGAN, MORGAN AND SCOTT COUNTIES).....	\$ 31.91	21.93

CARP0237-012 05/15/2020

	Rates	Fringes
CARPENTER (MASON COUNTY).....	\$ 33.55	30.07
PILEDRIVERMAN (MASON COUNTY).....	\$ 33.55	30.07

CARP0237-021 05/01/2021

	Rates	Fringes
CARPENTER (DE WITT COUNTY).....	\$ 37.06	31.16
PILEDRIVERMAN (DE WITT COUNTY).....	\$ 37.06	31.16

CARP0243-001 05/15/2020

	Rates	Fringes
CARPENTER (CHAMPAIGN, EDGAR, AND VERMILION COUNTIES).....	\$ 37.85	25.77
PILEDRIVERMAN (CHAMPAIGN, EDGAR, AND VERMILION COUNTIES).....	\$ 37.85	25.77

CARP0243-006 05/15/2020

	Rates	Fringes
CARPENTER (COLES, CUMBERLAND, MOULTRIE, AND SHELBY COUNTIES).....	\$ 35.65	27.97
PILEDRIVERMAN (COLES, CUMBERLAND, MOULTRIE, AND SHELBY COUNTIES).....	\$ 35.65	27.97

CARP0243-009 05/15/2020		
	Rates	Fringes
CARPENTER (DOUGLAS COUNTY).....	\$ 35.65	27.97
PILEDRIVERMAN (DOUGLAS COUNTY).....	\$ 35.65	27.97

CARP0243-014 05/01/2017		
	Rates	Fringes
CARPENTER (CLARK COUNTY).....	\$ 36.20	21.92
PILEDRIVERMAN (CLARK COUNTY).....	\$ 37.20	21.92

CARP0270-004 05/01/2017		
	Rates	Fringes
CARPENTER (CHRISTIAN, MENARD, AND SANGAMON (EXCEPT ILLIOPOLIS) COUNTIES).....	\$ 32.15	25.97
PILEDRIVERMAN (CHRISTIAN, MENARD, AND SANGAMON (EXCEPT ILLIOPOLIS) COUNTIES).....	\$ 33.15	25.97

CARP0270-007 05/01/2017		
	Rates	Fringes
CARPENTER (ADAMS COUNTY).....	\$ 31.55	25.97
PILEDRIVERMAN (ADAMS COUNTY).....	\$ 32.55	25.97

CARP0270-016 05/15/2020		
	Rates	Fringes
CARPENTER (MACON, MOULTRIE (NORTH OF RT #133), PIATT (SOUTHWESTERN HALF), SANGAMON (ILLIOPOLIS) AND SHELBY (MOWEAQUA & NORTH THEREOF) COUNTIES).....	\$ 35.05	28.57
PILEDRIVERMAN (MACON, MOULTRIE (NORTH OF RT #133), PIATT (SOUTHWESTERN HALF), SANGAMON (ILLIOPOLIS) AND SHELBY (MOWEAQUA & NORTH THEREOF) COUNTIES).....	\$ 35.05	28.57

CARP0270-021 05/15/2020		
	Rates	Fringes
CARPENTER (LOGAN COUNTY).....	\$ 35.05	28.57
PILEDRIVERMAN (LOGAN COUNTY).....	\$ 35.05	28.57

CARP0270-024 05/15/2020		
	Rates	Fringes
CARPENTER (BROWN, CASS, MORGAN, PIKE, AND SCOTT COUNTIES).....	\$ 35.05	28.57
PILEDRIVERMAN (BROWN, CASS, MORGAN, PIKE, AND SCOTT COUNTIES).....	\$ 35.05	28.57

CARP0270-026 05/01/2017		
	Rates	Fringes
CARPENTER (SCHUYLER COUNTY).....	\$ 32.15	25.97

ELEC0034-012 03/01/2019		
	Rates	Fringes
ELECTRICIAN (MASON (EXCEPT BATH, CRANE CREEK, KILBOURNE, LYNCHBURG, MASON CITY, & SALT CREEK TWPS) COUNTY).....	\$ 37.51	21.67

ELEC0034-015 03/01/2023		
	Rates	Fringes

ELECTRICIAN (ADAMS COUNTY).....\$ 35.00 20.67

ELEC0051-003 01/01/2024

Rates

Fringes

LINE CONSTRUCTION: GROUNDMAN/EQUIPMENT OPERATOR
(ALL CRAWLER TYPE EQUIPMENT LARGER THAN D-4, 15 TON
CRANE OR LARGER) (ADAMS, BROWN, CASS, CHAMPAIGN,
CHRISTIAN, DEWITT, DOUGLAS, EDGAR, LOGAN, MACON,
MASON, MENARD, PIATT, SCHUYLER, SCOTT, VERMILION,
COLES (EAST OAKLAND, HUMBOLDT, MORGAN, NORTH OKAW,
AND SEVEN HICKORY TWPS), MORGAN, MOULTRIE (EXCEPT
WHITLEY TWP), PIKE, SANGAMON, & SHELBY (THAT
PORTION WEST OF HOLLAND, PRAIRIE, RICHLAND, AND
WINDSOR TWPS) COUNTIES).....\$ 52.63

24.35

LINE CONSTRUCTION: GROUNDMAN/TRUCK DRIVER (ADAMS,
BROWN, CASS, CHAMPAIGN, CHRISTIAN, DEWITT, DOUGLAS,
EDGAR, LOGAN, MACON, MASON, MENARD, PIATT,
SCHUYLER, SCOTT, VERMILION, COLES (EAST OAKLAND,
HUMBOLDT, MORGAN, NORTH OKAW, AND SEVEN HICKORY
TWPS), MORGAN, MOULTRIE (EXCEPT WHITLEY TWP), PIKE,
SANGAMON, & SHELBY (THAT PORTION WEST OF HOLLAND,
PRAIRIE, RICHLAND, AND WINDSOR TWPS) COUNTIES).....\$ 39.92

20.22

LINE CONSTRUCTION: LINEMAN AND SUBSTATION
TECHNICIAN (ADAMS, BROWN, CASS, CHAMPAIGN,
CHRISTIAN, DEWITT, DOUGLAS, EDGAR, LOGAN, MACON,
MASON, MENARD, PIATT, SCHUYLER, SCOTT, VERMILION,
COLES (EAST OAKLAND, HUMBOLDT, MORGAN, NORTH OKAW,
AND SEVEN HICKORY TWPS), MORGAN, MOULTRIE (EXCEPT
WHITLEY TWP), PIKE, SANGAMON, & SHELBY (THAT
PORTION WEST OF HOLLAND, PRAIRIE, RICHLAND, AND
WINDSOR TWPS) COUNTIES).....\$ 58.58

26.29

ELEC0146-003 06/01/2022

Rates

Fringes

ELECTRICIAN (CHRISTIAN, COLES, CUMBERLAND, DE WITT
(HARP, WAPELLA, BARNETT, CLINTONIA, DE WITT,
TURNBRIDGE, TEXAS, CREEK & NIXON TWPS), DOUGLAS
(ARCOLA, BURBON, GARRETT TWPS & THE PORTION OF
TUSCOLA LYING WEST OF THE CITY OF TUSCOLA &
ILLINOIS CENTRAL RAILROAD TRACKS), MACON, MOULTRIE,
PIATT (GOOSE CREEK, WILLOW BRANCH, CERRO GORDO,
BEMENT & UNITY TWPS), AND SHELBY COUNTIES).....\$ 41.00

20.68

ELEC0193-004 06/03/2024

Rates

Fringes

ELECTRICIAN (CASS, LOGAN, MASON (BATH, CRANE CREEK,
KILBOURNE, LYNCHBURG, MASON CITY & SALT CREEK
TWPS), MORGAN, SANGAMON AND SCOTT COUNTIES).....\$ 39.80

23.08

ELEC0193-010 01/01/2025

Rates

Fringes

LINE CONSTRUCTION: GROUNDMAN - EQUIPMENT OPERATOR
(CLASS I, ALL CRAWLER TYPE EQUIPMENT LARGER THAN
D-4, 15 TON CRANE OR LARGER) (CASS, LOGAN, MASON
(TOWNSHIPS OF LYNCHBURG, BATH, KILBOURNE, CRANE
CREEK, SALT CREEK, AND MASON), MORGAN, SCOTT, AND
SANGAMON COUNTIES).....\$ 56.61

24.20

LINE CONSTRUCTION: GROUNDMAN - TRUCK DRIVER (WITH
WINCH, MAY OPERATE DIGGERS, 5TH WHEEL TYPE TRUCKS,
CRAWLER-TYPE EQUIPMENT, D-4 AND SMALLER, BACKHOE
3/4 YARD AND UNDER, RUBBER TIRE AND CRAWLER W/END

LOADER, AND MAY DRIVE BUCKET TRUCK AND LIVE BOOM TYPE LINE TRUCKS) (CASS, LOGAN, MASON (TOWNSHIPS OF LYNCHBURG, BATH, KILBOURNE, CRANE CREEK, SALT CREEK, AND MASON), MORGAN, SCOTT, AND SANGAMON COUNTIES).....	\$ 42.85	20.14
LINE CONSTRUCTION: GROUNDMAN - TRUCK DRIVER (WITHOUT WINCH) (CASS, LOGAN, MASON (TOWNSHIPS OF LYNCHBURG, BATH, KILBOURNE, CRANE CREEK, SALT CREEK, AND MASON), MORGAN, SCOTT, AND SANGAMON COUNTIES).....	\$ 40.36	19.41
LINE CONSTRUCTION: GROUNDMAN (CLASS A) (CASS, LOGAN, MASON (TOWNSHIPS OF LYNCHBURG, BATH, KILBOURNE, CRANE CREEK, SALT CREEK, AND MASON), MORGAN, SCOTT, AND SANGAMON COUNTIES).....	\$ 38.38	18.82
LINE CONSTRUCTION: LINEMAN & SUBSTATION TECH (CASS, LOGAN, MASON (TOWNSHIPS OF LYNCHBURG, BATH, KILBOURNE, CRANE CREEK, SALT CREEK, AND MASON), MORGAN, SCOTT, AND SANGAMON COUNTIES).....	\$ 62.90	26.06

ELEC0197-003 12/01/2021

	Rates	Fringes
ELECTRICIANS:.....	\$ 41.25	21.30

ELEC0538-008 06/01/2025

	Rates	Fringes
ELECTRICIAN (VERMILION COUNTY).....	\$ 41.00	27.36

ELEC0702-002 01/06/2025

	Rates	Fringes
LINE CONSTRUCTION: GROUNDMAN - CLASS A (ALEXANDER, CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FRANKLIN, FAYETTE (EXCLUDES PORTION NORTH AVENA), GALLATIN, HAMILTON, HARDIN, JACKSON, JASPER, JEFFERSON, JOHNSON, LAWRENCE, MARION, MASSAC, PERRY, POPE, PULASKI, RANDOLPH (EXCEPT RED BUD TWPS), RICHLAND, SALINE, UNION, WABASH, WAYNE, WHITE, AND WILLIAMSON COUNTIES; CLARK, COLES (SOUTHERN HALF), CUMBERLAND, MOULTRIE (WHITLEY TWP), AND SHELBY (EXCEPT WEST OF HOLLAND, PRAIRIE, RICHLAND, & WINDSOR TWPS) COU.....	\$ 38.18	19.92
LINE CONSTRUCTION: GROUNDMAN - EQUIPMENT OPERATOR CLASS II (ALL OTHER EQUIPMENT) (ALEXANDER, CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FRANKLIN, FAYETTE (EXCLUDES PORTION NORTH AVENA), GALLATIN, HAMILTON, HARDIN, JACKSON, JASPER, JEFFERSON, JOHNSON, LAWRENCE, MARION, MASSAC, PERRY, POPE, PULASKI, RANDOLPH (EXCEPT RED BUD TWPS), RICHLAND, SALINE, UNION, WABASH, WAYNE, WHITE, AND WILLIAMSON COUNTIES; CLARK, COLES (SOUTHERN HALF), CUMBERLAND, MOULTRIE (WHITLEY TWP), AND SHELBY (EXCEPT WEST OF HOLLAND,.....	\$ 46.49	22.33
LINE CONSTRUCTION: HEAVY - EQUIPMENT OPERATOR CLASS I (ALL CRAWLER TYPE EQUIPMENT D-4 AND LARGER) (ALEXANDER, CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FRANKLIN, FAYETTE (EXCLUDES PORTION NORTH AVENA), GALLATIN, HAMILTON, HARDIN, JACKSON, JASPER, JEFFERSON, JOHNSON, LAWRENCE, MARION, MASSAC, PERRY, POPE, PULASKI, RANDOLPH (EXCEPT RED BUD TWPS), RICHLAND, SALINE, UNION, WABASH, WAYNE, WHITE, AND WILLIAMSON COUNTIES; CLARK, COLES (SOUTHERN HALF), CUMBERLAND, MOULTRIE (WHITLEY TWP), AND SHELBY (EXCEPT.....	\$ 52.13	23.97

OPERATOR: POWER EQUIPMENT, GROUP 1 CRANES:
 OVERHEAD CRANES; HYDRO CRANE; SHOVELS; CRANE TYPE
 BACKFILLER; TOWER CRANES-MOBILE, CRAWLER,
 STATIONARY; DERRICKS, HOIST (3 DRUM); DRAGLINES;
 DROTT YUMBO & SIMILAR TYPES CONSIDERED AS CRANES;
 360 DEGREES SWING EXCAVATOR, BACKHOE; DERRICK
 BOATS; PILE DRIVER AND SKID RIGS; CLAM SHELL;
 LOCOMOTIVE CRANES; ROAD PAVERS (SINGLE DRUM, DUAL
 DRUM, TRI BATCHER); MOTOR PATROL & POWER BLADES
 (DUNMORE, ELEVATING & SIMILAR TYPES); MECHANICS;
 CENTRAL CONCRETE MIXING PLANT OPERATOR; ASPHALT
 BATCH PLANT OPERATOR AND PLANT ENGINEER; GRADALL;
 CAISSON RIGS; SKIMMER SCOOP, KOEHRING SCOOPER;
 DREDGES (ALL TYPES); HOPTOE; ALL CHERRY PICKERS;
 WORK BOAT; ROSS CARRIER; HELICOPTER; DOZER;
 TOURNADOZER; TOURNAPULLS (ALL & SIMILAR TYPES);
 CONCRETE AND ALL RECYCLE MACHINES, MULTIPLE UNIT
 EARTH MOVERS; 75 CENTS PER HOUR FOR EACH SCOOP OVER
 ONE; SCOOPS (ALL SIZES); PUSHCATS; ENDLOADERS (ALL
 TYPES); ASPHALT SURFACING MACHINE; SLIP FORM PAVER;
 ROCK CRUSHER; MATERIAL CRUSHER (OUTSIDE PITS AND
 QUARRIES); SCREENING PLANTS (OUTSIDE PITS AND
 QUARRIES); TUNNEL BORING MACHINE; HEAVY EQUIPMENT
 GREASER (TOP GREASER ON SPREAD); CMI, AUTO GRADE,
 CMI BELT PLACER (3 TRACK & SIMILAR TYPES); SIDE
 BOOMS; STARTING ENGINEER ON PIPELINE OR
 CONSTRUCTION (ELEVEN 11 PIECES OR MORE); ASPHALT
 HEATER & PLANER COMBINATION; WHEEL TRACTORS WITH
 DOZER, HOE OR END LOADER ATTACHEMENTS; CAT
 EARTHWORK COMPACTORS AND SIMILAR TYPES; BLAW KNOX
 SPREADER & SIMILAR TYPES; TRENCH MACHINES; PUMP
 CRETE, BELT CRETE, SQUEEZE CRETE, SCREW TYPE PUMPS
 & GYPSUM; CRETER CRANE; CONCRETE PUMP TRUCK;
 FORMLESS FINISHING MACHINES; FLAHERTY SPREADER OR
 SIMILAR TYPES; SCREEDMAN ON LAYDOWN MACHINE;
 VERMEER CONCRETE SAW; LASER SCREED; SPAN SAW;
 DREDGE LEVERMAN; DREDGE ENGINEER; LULL OR SIMILAR
 TYPE; HYDRO-BOOM TRUCK; GUARD RAIL MACHINE. (MASON
 COUNTY) - ESCALATED RATE ON CRANE, DERRICK BOOMS,
 AND TOWER CRANES: ADDITIONAL \$1.00 PER HOUR OVER
 SCALE WHEN CRANE OR DERRICK IS POSITIONED 50 FT. OR
 MORE ABOVE ADJACENT GROUND LEVEL OR WATER LEVEL.
 \$.05 PER HOUR, PER FOOT, OVER 90 FEET INCLUDING
 JIB. \$.02 PER HOUR, PER TON - OVER 50-TON
 CAPACITY. - OPERATING ENGINEERS WHO OPERATE
 LATTICE BOOM CRAWLER CRANES, LATTICE BOOM TRUCK
 CRANES, TELESCOPIC BOOM CRANES LESS THAN 17.5 TONS,
 TOWER CRANES, OVERHEAD CRANES AND HAVE BEEN
 CERTIFIED BY HTE NATIONAL COMMISSION FOR THE
 CERTIFICATION OF CRANE OPERATORS ON THE EQUIPMENT
 THEY OPERATE SHALL RECEIVE \$1.60 PER HOUR OVER
 SCALE. A. ON DESIGNATED HAZARDOUS WASTE JOBS,
 OPERATORS SHALL RECEIVE: LEVEL A ADD \$4.00 TO THE
 APPROPRIATE GROUP RATE; LEVELS B AND C ADD \$3.00 TO
 THE APPROPRIATE GROUP RATE; AND LEVEL D ADD \$2.00
 TO THE APPROPRIATE GROUP RATE.....\$ 47.79

43.42

OPERATOR: POWER EQUIPMENT, GROUP 2 BULKER & PUMP;
 POWER LAUNCHES; BORING MACHINE & PIPE JACKING
 MACHINE; DINKEYS; CARTS, POWERED HAUL UNIT FOR A
 BORING MACHINE; P-H ONE PASS SOIL CEMENT MACHINES
 AND SIMILAR TYPES: WHEEL TRACTOR; BACK FILLERS;

EUCLID LOADER; FORK LIFTS; JEEP WITH DITCHING
 MACHINES OR OTHER ATTACHMENTS; TUNELUGER; AUTOMATIC
 CEMENT & GRAVEL BATCHING PLANTS; MOBILE DRILLS SOIL
 TESTING AND SIMILAR TYPES); PUGMILL WITH PUMP; ALL
 1 AND 2 DRUM HOISTS; DE-WATERING SYSTEMS; STRAW
 BLOWER; HYDRO SEEDER; BUMP GRINDERS, SELF
 PROPELLED; ASSISTANT HEAVY EQUIPMENT GREASER; APSCO
 SPREADER TRACTORS (TRACK-TYPE W/O POWER UNITS
 PULLING ROLLERS); ROLLERS ON ASPHALT, BRICK, OR
 MACADAM; CONCRETE BREAKERS; CONCRETE SPREADERS;
 CEMENT STRIPPERS; CEMENT FINISHING MACHINES & CMI
 TEXTURE & REEL CURING MACHINES; VIBRO-TAMPERS &
 SIMILAR TYPES SELF-PROPELLED; MECHANICAL
 BULL-FLOATS; SELF-PROPELLED CONCRETE SAW; TRUCK
 MOUNTED POWER SAWS; CURB CUTTERS; MIXERS OVER 3
 BAGS TO 27E; WINCH & BOOM TRUCKS; TRACTOR PULLING
 POWER BLADE OR ELEVATING GRADER; PORTER REX RAIL;
 CLARY SCREED; MULE PULLING ROLLERS; PUGMILL W/O
 PUMP; BARBER GREENE OR SIMILAR LOADERS; TRACK TYPE
 TRACTOR WITH POWER UNIT ATTACHED; FIREMAN; SPRAY
 MACHINE ON PAVING; CURB MACHINE; PAVED DITCH
 MACHINE; POWER BROOM; SELF-PROPELLED SWEEPERS;
 SELF- PROPELLED CONVEYORS; POWER SUBGRADER; OIL
 DISTRIBUTOR; STRAIGHT TRACTOR; TRUCK CRANE OILER;
 TRUCK TYPE OILERS; DIRECTIONAL BORING MACHINE;
 HORIZONTAL DIRECTIONAL DRILL; ARTICULATING END DUMP
 VEHICLES; STARTING ENGINEER (6 TO 10 PIECES).
 (MASON COUNTY) - ESCALATED RATE ON CRANE, DERRICK
 BOOMS, AND TOWER CRANES: ADDITIONAL \$1.00 PER HOUR
 OVER SCALE WHEN CRANE OR DERRICK IS POSITIONED 50
 FT. OR MORE ABOVE ADJACENT GROUND LEVEL OR WATER
 LEVEL. \$.05 PER HOUR, PER FOOT, OVER 90 FEET
 INCLUDING JIB. \$.02 PER HOUR, PER TON - OVER
 50-TON CAPACITY. - OPERATING ENGINEERS WHO OPERATE
 LATTICE BOOM CRAWLER CRANES, LATTICE BOOM TRUCK
 CRANES, TELESCOPIC BOOM CRANES LESS THAN 17.5 TONS,
 TOWER CRANES, OVERHEAD CRANES AND HAVE BEEN
 CERTIFIED BY HTE NATIONAL COMMISSION FOR THE
 CERTIFICATION OF CRANE OPERATORS ON THE EQUIPMENT
 THEY OPERATE SHALL RECEIVE \$1.60 PER HOUR OVER
 SCALE. A. ON DESIGNATED HAZARDOUS WASTE JOBS,
 OPERATORS SHALL RECEIVE: LEVEL A ADD \$4.00 TO THE
 APPROPRIATE GROUP RATE; LEVELS B AND C ADD \$3.00 TO
 THE APPROPRIATE GROUP RATE; AND LEVEL D ADD \$2.00
 TO THE APPROPRIATE GROUP RATE.....\$ 44.09
 OPERATOR: POWER EQUIPMENT, GROUP 3 STRAIGHT FRAMED
 TRUCK AND TRUCK MOUNTED VAC UNIT, STARTING ENGINEER
 (3 TO 5 PIECES); TRAC AIR MACHINE W/O ATTACHMENTS;
 ROLLERS, 5 TONS & UNDER ON EARTH & GRAVEL; FORM
 GRADER; BULK CEMENT PLANT; OILERS. (MASON COUNTY)
 - ESCALATED RATE ON CRANE, DERRICK BOOMS, AND
 TOWER CRANES: ADDITIONAL \$1.00 PER HOUR OVER SCALE
 WHEN CRANE OR DERRICK IS POSITIONED 50 FT. OR MORE
 ABOVE ADJACENT GROUND LEVEL OR WATER LEVEL. \$.05
 PER HOUR, PER FOOT, OVER 90 FEET INCLUDING JIB.
 \$.02 PER HOUR, PER TON - OVER 50-TON CAPACITY. -
 OPERATING ENGINEERS WHO OPERATE LATTICE BOOM
 CRAWLER CRANES, LATTICE BOOM TRUCK CRANES,
 TELESCOPIC BOOM CRANES LESS THAN 17.5 TONS, TOWER
 CRANES, OVERHEAD CRANES AND HAVE BEEN CERTIFIED BY
 HTE NATIONAL COMMISSION FOR THE CERTIFICATION OF
 CRANE OPERATORS ON THE EQUIPMENT THEY OPERATE SHALL
 RECEIVE \$1.60 PER HOUR OVER SCALE. A. ON
 DESIGNATED HAZARDOUS WASTE JOBS, OPERATORS SHALL
 RECEIVE: LEVEL A ADD \$4.00 TO THE APPROPRIATE

43.42

GROUP RATE; LEVELS B AND C ADD \$3.00 TO THE APPROPRIATE GROUP RATE; AND LEVEL D ADD \$2.00 TO THE APPROPRIATE GROUP RATE.....\$ 38.03	43.42
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ENGI0841-003 04/01/2023

Rates

Fringes

OPERATOR: POWER EQUIPMENT, GROUP 1 POWER CRANES,
DRAGLINES, DERRICKS, SHOVELS, GRADALLS, MECHANICS,
TRACTOR HIGHLIFT, TOURNADOZER, CONCRETE MIXERS WITH
SKIP, TOURNAMIXER, TWO-DRUM MACHINE, ONE-DRUM HOIST
WITH TOWER OR BOOM, CABLEWAYS, TOWER MACHINES,
MOTOR PATROL, BOOM TRACTOR, BOOM OR WINCH TRUCK,
WINCH OR HYDRAULIC BOOM TRUCK, TRUCK CRANE,
TOURNAPULL, TRACTOR OPERATING SCOOPS, BULLDOZER,
PUSH TRACTOR, ASPHALT PLANER, FINISHING MACHINE ON
ASPHALT, LARGE ROLLERS ON EARTH, ROLLERS ON ASPHALT
MIX, ROSS CARRIER OR SIMILAR MACHINE, GRAVEL
PROCESSING MACHINE, ASPHALT PLANT ENGINEER, PAVER
OPERATOR, FARM TRACTOR WITH HALF YARD BUCKET AND/OR
BACKHOE ATTACHMENTS, DREDGE ENGINEER, OR DREDGE
OPERATOR, CENTRAL MIX PLANT ENGINEER, CMI OR
SIMILAR TYPE MACHINE, TRUCK OR SKID MOUNTED
CONCRETE PUMP, TOWER CRANE, ENGINE OR ROCK CRUSHER
PLANT, CONCRETE PLANT ENGINEER, DITCHING MACHINE
WITH DUAL ATTACHMENT, TRACTOR MOUNTED LOADERS,
CHERRY PICKER, HYDRO CRANE, STANDARD OR DINNEY
LOCOMOTIVES, SCOOPMOBILES, EUCLID LOADER, SOIL
CEMENT MACHINE, BACK FILLER, ELEVATING MACHINE,
POWER BLADE, DRILLING MACHINES INCLUDING WELL
TESTING, CAISSONS, SHAFT OR ANY SIMILAR TYPE
DRILLING MACHINES, MOTOR DRIVEN PAINT MACHINE, PIPE
CLEANING MACHINE, PIPE WRAPPING MACHINE, PIPE
BENDING MACHINE, APS CO PAVES, BORING MACHINE, (HEAD
EQUIPMENT GREASED), BARBER- GREENE LOADERS,
FORMLESS PAVER, (WELL POINT SYSTEM), CONCRETE
SPREADER, HYDRA AX, SPAN SAW AND SIMILAR TYPES,
MARINE SCOOPS, BRUSH MULCHER, BRUSH BURNER, MESH
PLACER, TREE MOVER, HELICOPTER CREW (3), PILEDRIVER
- SKID OR CRAWLER, STUMP REMOVER, ROOT RAKE, TUG
BOAT OPERATOR, REFRIGERATING MACHINE, FREEZING
OPERATOR, CHAIR CART-SELF PROPELLED, HYDRA SEEDER,
STRAW BLOWER, POWER SUB GRADER, BULL FLOAT,
FINISHING MACHINE, SELF-PROPELLED PAVEMENT BREAKER
(BACKHOE ATTACHED), LULL (OR SIMILAR TYPE MACHINE),
TWO AIR COMPRESSORS, COMPRESSORS HOOKED IN
MANIFOLD, OVERHEAD CRANE, CHIP SPREADER, MUD CAT,
SULL-AIR FORK LIFTS (EXCEPT WHEN USED FOR
LANDSCAPING WORK), SOIL STABILIZER (SEAMAN TILLER,
BO MAG, RAGO GATOR AND SIMILAR TYPES OR EQUIPMENT),
TUBE FLOAT, SPRAY MACHINE, CURING MACHINE, CONCRETE
OR ASPHALT MILLING MACHINE, SNOOPER TRUCK OPERATOR.
(CHAMPAIGN, CLARK, COLES, CUMBERLAND, DOUGLAS
EDGAR, MOULTRIE, AND VERMILION COUNTIES).....\$ 45.15

26.00

OPERATOR: POWER EQUIPMENT, GROUP 2 CONCRETE MIXERS
WITHOUT SKIPS, ROCK CRUSHER, DITCHING MACHINE UNDER
6', CURBING MACHINE, ONE DRUM MACHINES WITHOUT
TOWER OR BOOM, AIR TUGGER, SELF-PROPELLED CONCRETE
SAW, MACHINE- MOUNTED POST HOLE DIGGER, TWO TO FOUR
GENERATORS, WATER PUMPS, OR WELDING MACHINES,
WITHIN 400FT., AIR COMPRESSOR 600 CU. FT. AND
UNDER, ROLLERS ON AGGREGATE AND SEAL COAT SURFACES,
FORK LIFTS (WHEN USED FOR LANDSCAPING WORK,
CONCRETE AND BLACKTOP CURB MACHINE, FARM TRACTOR
WITH LESS THAN HALF YARD BUCKET, ONE WATER PUMP,

OILERS, AIR VALVES OR STEAM VALVES, ONE WELDING MACHINE, TRUCK JACK, MUD JACK, GUNNITE MACHINE, HOUSE ELEVATORS WHEN USED FOR HOISTING MATERIAL, ENGINE TENDERS, WAGON DRILL, FLEX PLANE, CONVEYOR, SIPHONS AND PULSOMETER, SWITCHMAN, FIREMAN ON PAINT POTS, FIREMAN ON ASPHALT PLANTS, DISTRIBUTOR OPERATORS ON TRUCKS, TAMPERS, SELF- PROPELLED POWER BROOM, STRIPING MACHINE (MOTOR DRIVEN), FORM TAMPER, BULK CEMENT PLANT EQUIPMENT GREASER, DECK HANDS, TRUCK CRANE OILER_DRIVER, CEMENT BLIMPS, FORM GRADER, TEMPORARY HEAT, THROTTLE VALVE, FARM TRACTOR, SUPER SUCKER (AND SIMILAR TYPE OF EQUIPMENT). (CHAMPAIGN, CLARK, COLES, CUMBERLAND, DOUGLAS EDGAR, MOULTRIE, AND VERMILION COUNTIES)....\$ 30.05	26.00
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ENGI0965-002 05/01/2023

Rates

Fringes

POWER EQUIPMENT OPERATOR GROUP 1 ASPHALT PLANT ENGINEER; ASPHALT SCREED MAN; APS CO CONCRETE SPREADER; ASPHALT PAVER; ASPHALT ROLLER ON BITUMINOUS CONTRETE; ATHEY LOADERS; CABLEWAYS; CHERRY PICKER; CLAM SHELL; C.M.I. & SIMILAR TYPE AUTOGRADE FORMLESS PAVER, AUTOGRADE PLACER & FINISHER; CONCRETE BREAKER; CONCRETE PLANT OPER; CONCRETE PUMPS; CRANES; DERRICKS; DERRICK BOATS; DRAGLINES; EARTH AUGER BORING MACHINE, ELEVATING GRADERS; ENGINEERS ON DREDGE; GRAVEL PROCESSING MACHINES; HEAD EQUIPMENT GREASER; HIGH LIFT OR FORK LIFT; HOIST WITH TWO DRUMS OR 2 OR MORE LOADLINES; LOCOMOTIVE; MECHANICS; MOTOR GRADERS OR AUTO PATROLS; OPERATORS OR LEVELMAN ON DREDGES; POWER BOAT OPER; PUG MILL OPERATOR; (ASPHALT PLAT); ORANGE PEELS; OVERHEAD CRANES; PAVING MIXER; PILEDRIVERS; PIPE WRAPER & PAINTING MACHINES; PUSH DOZERS, OR PUSH CATS; ROCK CRUSHER; ROSS CARRIER OR SIMILAR MACHINE; SCOOPS; SKIMMERS 2 CU YD CAPACITY & UNDER: SHEEP FOOT ROLLER (SELF PROPELLED); SHOVELS; SKIMMER; SCOOPS; TEST HOLE DRILLING MACHINES; TOWER MACHINE; TOWER MIXER; TRACK TUPE & LOADERS; TRACK TYPE FORKLIFTS OR HIGH LIFTS; TRACK JACKS & TAMPERS; TRACKORS; SIDEBOOM; TRENCHING MACHINE; DITCHING MACHINE; TUNNEL LUGGER; WHEEL TYPE END LOADER; WINCH CAT; SCOOPS (ALL OR Tournapull). (ADAMS, BROWN, CASS, CHRISTIAN, DE WITT, LOGAN, MACON, MENARD, MORGAN, PIATT, PIKE, SANGAMON, SCHUYLER, SCOTT, AND SHELBY COUNTIES) PREMIUM PAY - CRANES WITH BOOMS 120-200 FT. 1.00 PER HOUR; .02 PER FOOT FOR EACH FOOT ABOVE 200 MULTIPLE UNIT MACHINE - 1.00 PER HOUR; UNDERGROUND WORK - 1.00 PER HOUR; UNDER AIR PRESSURE - 1.00 PER HOUR; HAZARDOUS WASTE OR ASBESTOS REMOVAL PROJECTS - 1.00 PER HOUR FOR LEVEL C WORK; 1.50 PER HOUR FOR LEVEL B WORK; 2.00 PER HOUR FOR LEVEL A WORK; LONG BOOM ON A STATIONARY CRANE 1.00 PER HOUR ABOVE LONG BOOM SCALE LEVEL A: (HIGHEST LEVEL OF REPIRATORY, SKIN, AND EYE PROTECTION) LEVEL B: (SAME AS LEVEL A, BUT A LOWER LEVEL OF SKIN PROTECTION) LEVEL C: (SAME AS LEVEL B, BUT A LOWER LEVEL OF RESPIRATORY PROTECTION).....\$ 47.21	30.20
POWER EQUIPMENT OPERATOR GROUP 2 ASPHALT BOOSTER & HEATER; ASPHALT DISTRIBUTOR; ASPHALT PLANT FIREMAN; BUILDING ELEVATOR; BULL FLOAT OR FLEXPLANE; CONCRETE FINSHING MACHINE; CONCRETE SAW, SELF	

PROPELLED; CONCRETE SPREADER MACHINE; GRAVEL OR
 STONE SPREADER, POWER OPERATED; HOIST AUTOMATIC;
 HOIST WITH ONE DRUM & ONE LOAD LINE; OILER ON 2
 PAVING MIXERS WHEN USED IN TANDEM BOOM OR WINCH
 TRUCK; OST HOLE DIGGERS; MECHANICAL; ROAD OR STREET
 SWEEPER, SELF-PROPELLED; SCISSORS HOIST; SEAMAN
 TILLER; STRAW MACHINE; VIBRATORY COMPACTOR; WELL
 DRILL MACHINE; & MUD JACKS. (ADAMS, BROWN, CASS,
 CHRISTIAN, DE WITT, LOGAN, MACON, MENARD, MORGAN,
 PIATT, PIKE, SANGAMON, SCHUYLER, SCOTT, AND SHELBY
 COUNTIES) PREMIUM PAY - CRANES WITH BOOMS
 120-200 FT. 1.00 PER HOUR; .02 PER FOOT FOR EACH
 FOOT ABOVE 200 MULTIPLE UNIT MACHINE - 1.00 PER
 HOUR; UNDERGROUND WORK - 1.00 PER HOUR; UNDER
 AIR PRESSURE - 1.00 PER HOUR; HAZARDOUS WASTE OR
 ASBESTOS REMOVAL PROJECTS - 1.00 PER HOUR FOR LEVEL
 C WORK; 1.50 PER HOUR FOR LEVEL B WORK; 2.00
 PER HOUR FOR LEVEL A WORK; LONG BOOM ON A
 STATIONARY CRANE 1.00 PER HOUR ABOVE LONG BOOM
 SCALE LEVEL A: (HIGHEST LEVEL OF REPIRATORY, SKIN,
 AND EYE PROTECTION) LEVEL B: (SAME AS LEVEL A,
 BUT A LOWER LEVEL OF SKIN PROTECTION) LEVEL C:
 (SAME AS LEVEL B, BUT A LOWER LEVEL OF RESPIRATORY
 PROTECTION).....\$ 41.88

30.20

POWER EQUIPMENT OPERATOR GROUP 3 AIR COMPRESSOR,
 TRACK OR SELF-PROPELLED; BULK CEMENT BATCHING-
 PLANTS; CONVEYORS; CONCRETE MIXERS (EXCEPT PLANT,
 PAVER, TOWER) FIREMENT, GENERATORS; GREASERS; LIGHT
 PLANTS; MECHANICAL THEATER; OILERS; POWER FROM
 GRADERS; POWER SUB-GRADER; PUG MILL, WHEN USED
 OTHER THAN ASPHALT OPERATION; ROOLERS (EXCEPT
 BITUMINOUS); TRACTORS W/O POWER ATTACHMENTS
 REGARDLESS OF SIZE OR TYPE; TRUCK CRANE OILER; &
 DRIVER (ONE MAN); VIBRATORY HAMMER; WATER PUMP;
 WELDING MACHINE (ONE 300 AMP OR OVER) COMBINATIONS
 OF FIVE OF ANY AIR COMPRESSORS; CONVEYORS, WELDING
 MACHINES, WATER PUMPS; LIGHT PLANTS OR GENERATORS
 SHALL BE IN BATTERIES OR WITH IN 300 FT. (ADAMS,
 BROWN, CASS, CHRISTIAN, DE WITT, LOGAN, MACON,
 MENARD, MORGAN, PIATT, PIKE, SANGAMON, SCHUYLER,
 SCOTT, AND SHELBY COUNTIES) PREMIUM PAY - CRANES
 WITH BOOMS 120-200 FT. 1.00 PER HOUR; .02 PER
 FOOT FOR EACH FOOT ABOVE 200 MULTIPLE UNIT MACHINE
 - 1.00 PER HOUR; UNDERGROUND WORK - 1.00 PER HOUR;
 UNDER AIR PRESSURE - 1.00 PER HOUR; HAZARDOUS
 WASTE OR ASBESTOS REMOVAL PROJECTS - 1.00 PER HOUR
 FOR LEVEL C WORK; 1.50 PER HOUR FOR LEVEL B WORK;
 2.00 PER HOUR FOR LEVEL A WORK; LONG BOOM ON A
 STATIONARY CRANE 1.00 PER HOUR ABOVE LONG BOOM
 SCALE LEVEL A: (HIGHEST LEVEL OF REPIRATORY, SKIN,
 AND EYE PROTECTION) LEVEL B: (SAME AS LEVEL A,
 BUT A LOWER LEVEL OF SKIN PROTECTION) LEVEL C:
 (SAME AS LEVEL B, BUT A LOWER LEVEL OF RESPIRATORY
 PROTECTION).....\$ 33.67

30.20

POWER EQUIPMENT OPERATOR GROUP 4 LATTICE BOOM
 CRAWLER CRANE, LATTICE BOOM TRUCK CRANE, TELESCOPIC
 TRUCK MOUNTED CRANE, TOWER CRANE. (ADAMS, BROWN,
 CASS, CHRISTIAN, DE WITT, LOGAN, MACON, MENARD,
 MORGAN, PIATT, PIKE, SANGAMON, SCHUYLER, SCOTT, AND
 SHELBY COUNTIES) PREMIUM PAY - CRANES WITH BOOMS
 120-200 FT. 1.00 PER HOUR; .02 PER FOOT FOR EACH
 FOOT ABOVE 200 MULTIPLE UNIT MACHINE - 1.00 PER
 HOUR; UNDERGROUND WORK - 1.00 PER HOUR; UNDER
 AIR PRESSURE - 1.00 PER HOUR; HAZARDOUS WASTE OR
 ASBESTOS REMOVAL PROJECTS - 1.00 PER HOUR FOR LEVEL

C WORK; 1.50 PER HOUR FOR LEVEL B WORK; 2.00 PER HOUR FOR LEVEL A WORK; LONG BOOM ON A STATIONARY CRANE 1.00 PER HOUR ABOVE LONG BOOM SCALE LEVEL A: (HIGHEST LEVEL OF REPIRATORY, SKIN, AND EYE PROTECTION) LEVEL B: (SAME AS LEVEL A, BUT A LOWER LEVEL OF SKIN PROTECTION) LEVEL C: (SAME AS LEVEL B, BUT A LOWER LEVEL OF RESPIRATORY PROTECTION).....	\$ 48.81	30.20
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IRON0022-006 06/01/2025		
	Rates	Fringes
IRONWORKER (CLARK, COLES, CUMBERLAND, EDGAR, SHELBY, AND VERMILION COUNTIES).....	\$ 38.00	26.39

IRON0046-002 05/01/2024		
	Rates	Fringes
IRONWORKER (BROWN, CASS, CHRISTIAN, DEWITT (WESTERN HALF), LOGAN, MACON (EXCEPT PORTION EAST OF DECATUR), MASON, MENARD, MORGAN, PIKE, SANGAMON, SCHUYLER (EASTERN HALF), SCOTT, AND SHELBY (WESTERN HALF) COUNTIES).....	\$ 37.60	32.94

IRON0380-003 05/01/2024		
	Rates	Fringes
IRONWORKER (MACON COUNTY (EAST OF DECATUR)).....	\$ 37.71	29.65

IRON0577-004 06/01/2025		
	Rates	Fringes
IRONWORKER (ADAMS AND SCHUYLER (WESTERN HALF) COUNTIES).....	\$ 36.30	25.80

LAB00159-003 05/01/2024		
	Rates	Fringes
LABORER (CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, MACON, MOULTRIE, AND SHELBY COUNTIES).....	\$ 33.63	31.76

LAB00231-009 05/01/2024		
	Rates	Fringes
LABORER (ADAMS COUNTY).....	\$ 33.50	29.33

LAB00231-011 05/01/2024		
	Rates	Fringes
LABORER (BROWN, MASON, PIKE, AND SCHUYLER COUNTIES).....	\$ 33.50	29.33

LAB00477-002 05/01/2024		
	Rates	Fringes
LABORER (CASS, CHRISTIAN, LOGAN, MENARD, MORGAN, SANGAMON, AND SCOTT COUNTIES).....	\$ 34.04	29.26

LAB00703-002 05/01/2024		
	Rates	Fringes
LABORER (CHAMPAIGN, DE WITT, PIATT, AND VERMILION COUNTIES).....	\$ 37.47	28.77

PAIN0058-008 05/01/2017		

	Rates	Fringes
PAINTER: BRIDGE EPOXY OR TOXIC-LEAD-BASED PAINT WORK-\$1.00 PREMIUM	\$ 32.45	17.12

PAIN0090-002 09/01/2021		
	Rates	Fringes
PAINTER (ADAMS, BROWN, CASS, LOGAN, MENARD, MORGAN, AND SCOTT COUNTIES) EPOXY OR TOXIC-LEAD-BASED PAINT WORK-\$1.00 PREMIUM ALL WORK OVER 40 FT. ABOVE FLOOR OR GROUND LEVEL - \$1.00 PREMIUM.....	\$ 32.23	20.58

PAIN0090-006 09/01/2021		
	Rates	Fringes
PAINTER (SANGAMON COUNTY) EPOXY OR TOXIC-LEAD-BASED PAINT WORK-\$1.00 PREMIUM ALL WORK OVER 40 FT. ABOVE FLOOR OR GROUND LEVEL - \$1.00 PREMIUM.....	\$ 32.23	20.58

PAIN0157-001 06/01/2023		
	Rates	Fringes
PAINTER: BRUSH, SPRAY, PRESSURE ROLLER, SANDBLASTING, BRIDGES, & NEW STRUCTURAL STEEL WORK (FULTON, MARSHALL, MASON, PEORIA, SCHUYLER, TAZEWELL AND WOODFORD COUNTIES).....	\$ 40.00	26.90

PAIN0288-002 09/01/2021		
	Rates	Fringes
PAINTER: BRUSH AND ROLLER (DE WITT, MACON, MOULTRIE, PIATT, AND SHELBY COUNTIES) EPOXY OR TOXIC-LEAD-BASED PAINT WORK-\$1.00 PREMIUM WORK OVER 50 FT. ABOVE GROUND OR FLOOR LEVEL - \$1.00 PREMIUM.....	\$ 30.50	22.30
PAINTER: PAPERHANGING AND DRYWALL TAPING (DE WITT, MACON, MOULTRIE, PIATT, AND SHELBY COUNTIES) EPOXY OR TOXIC-LEAD-BASED PAINT WORK-\$1.00 PREMIUM WORK OVER 50 FT. ABOVE GROUND OR FLOOR LEVEL - \$1.00 PREMIUM.....	\$ 30.50	22.30
PAINTER: SPRAY AND SANDBLASTING (DE WITT, MACON, MOULTRIE, PIATT, AND SHELBY COUNTIES) EPOXY OR TOXIC-LEAD-BASED PAINT WORK-\$1.00 PREMIUM WORK OVER 50 FT. ABOVE GROUND OR FLOOR LEVEL - \$1.00 PREMIUM.....	\$ 31.25	22.30

PAIN0363-001 05/01/2017		
	Rates	Fringes
PAINTER (CHAMPAIGN, COLES, CUMBERLAND, DOUGLAS, AND VERMILION COUNTIES) EPOXY OR TOXIC-LEAD-BASED PAINT WORK-\$1.00 PREMIUM.....	\$ 35.29	14.50

PAIN1705-002 09/01/2018		
	Rates	Fringes
PAINTER: BLASTING, SPRAYING & PRESSURE WASHING (CLARK AND EDGAR COUNTIES) EPOXY OR TOXIC-LEAD-BASED PAINT WORK-\$1.00 PREMIUM BRUSH & ROLLER WORK OVER 30FT ABOVE GROUND OR FLOOR LEVEL - \$0.80 PREMIUM BRUSH & ROLLER WORK OVER 100FT ABOVE GROUND OR FLOOR LEVEL - \$1.80 PREMIUM BLASTING, SPRAYING & PRESSURE WORK OVER 30FT ABOVE GROUND LEVEL - \$2.30 PREMIUM.....	\$ 28.37	21.05

PAINTER: BRUSH & ROLLER AND WALL COVERING DRYWALL PREPARING (CLARK AND EDGAR COUNTIES) EPOXY OR TOXIC-LEAD-BASED PAINT WORK-\$1.00 PREMIUM BRUSH & ROLLER WORK OVER 30FT ABOVE GROUND OR FLOOR LEVEL - \$0.80 PREMIUM BRUSH & ROLLER WORK OVER 100FT ABOVE GROUND OR FLOOR LEVEL - \$1.80 PREMIUM BLASTING, SPRAYING & PRESSURE WORK OVER 30FT ABOVE GROUND LEVEL - \$2.30 PREMIUM BLASTING, SPRAYING & PRESSURE WORK OVER 100FT ABOVE GROUND LEVEL - \$3.30 PREMIUM.....	\$ 27.37	21.05
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PLAS0018-003 05/01/2025	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (DEWITT (NORTH OF ROUTE 10)).....	\$ 38.75	31.92

PLAS0018-021 05/01/2025	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (DE WITT (SOUTH OF ROUTE 10) & MACON COUNTIES).....	\$ 35.63	31.88

PLAS0018-032 05/01/2017	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (ADAMS, BROWN, CASS, CHRISTIAN, MENARD, PIKE, AND SANGAMON COUNTIES).....	\$ 28.64	24.57

PLAS0143-003 05/01/2017	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (CHAMPAIGN, CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, MOULTRIE, PIATT, SHELBY, AND VERMILION COUNTIES).....	\$ 33.71	18.91

TEAM0026-004 05/01/2025	Rates	Fringes
TRUCK DRIVER, GROUP 1 (CHAMPAIGN, COLES, DEWITT, DOUGLAS, MOULTRIE (EAST OF A LINE FROM THE NORTHEAST CORNER OF THE COUNTY EXTENDING SOUTHEAST IN THE DIRECTION OF FINDLAY (SHELBY COUNTY) TO A POINT THAT INTERSECTS THE SHELBY COUNTY LINE), PIATT (EAST OF A LINE FROM WHERE THE DEWITT COUNTY LINE INTERSECTS ROUTE 10 IN A SOUTHEAST DIRECTION TOWARDS THE SOUTHEAST CORNER OF THE COUNTY), SHELBY (EAST OF AN IMAGINARY LINE BEGINNING AT THE NORTHEAST BORDER WITH MOULTRIE COUNTY EXTENDING SOUTHWEST IN TH.....	\$ 45.29	25.42
TRUCK DRIVER, GROUP 2 (CHAMPAIGN, COLES, DEWITT, DOUGLAS, MOULTRIE (EAST OF A LINE FROM THE NORTHEAST CORNER OF THE COUNTY EXTENDING SOUTHEAST IN THE DIRECTION OF FINDLAY (SHELBY COUNTY) TO A POINT THAT INTERSECTS THE SHELBY COUNTY LINE), PIATT (EAST OF A LINE FROM WHERE THE DEWITT COUNTY LINE INTERSECTS ROUTE 10 IN A SOUTHEAST DIRECTION TOWARDS THE SOUTHEAST CORNER OF THE COUNTY), SHELBY (EAST OF AN IMAGINARY LINE BEGINNING AT THE NORTHEAST BORDER WITH MOULTRIE COUNTY EXTENDING SOUTHWEST IN TH.....	\$ 45.88	25.42
TRUCK DRIVER, GROUP 3 (CHAMPAIGN, COLES, DEWITT, DOUGLAS, MOULTRIE (EAST OF A LINE FROM THE NORTHEAST CORNER OF THE COUNTY EXTENDING SOUTHEAST IN THE DIRECTION OF FINDLAY (SHELBY COUNTY) TO A		

POINT THAT INTERSECTS THE SHELBY COUNTY LINE), PIATT (EAST OF A LINE FROM WHERE THE DEWITT COUNTY LINE INTERSECTS ROUTE 10 IN A SOUTHEAST DIRECTION TOWARDS THE SOUTHEAST CORNER OF THE COUNTY), SHELBY (EAST OF AN IMAGINARY LINE BEGINNING AT THE NORTHEAST BORDER WITH MOULTRIE COUNTY EXTENDING SOUTHWEST IN TH.....	\$ 46.15	25.42
TRUCK DRIVER, GROUP 4 (CHAMPAIGN, COLES, DEWITT, DOUGLAS, MOULTRIE (EAST OF A LINE FROM THE NORTHEAST CORNER OF THE COUNTY EXTENDING SOUTHEAST IN THE DIRECTION OF FINDLAY (SHELBY COUNTY) TO A POINT THAT INTERSECTS THE SHELBY COUNTY LINE), PIATT (EAST OF A LINE FROM WHERE THE DEWITT COUNTY LINE INTERSECTS ROUTE 10 IN A SOUTHEAST DIRECTION TOWARDS THE SOUTHEAST CORNER OF THE COUNTY), SHELBY (EAST OF AN IMAGINARY LINE BEGINNING AT THE NORTHEAST BORDER WITH MOULTRIE COUNTY EXTENDING SOUTHWEST IN TH.....	\$ 46.54	25.42
TRUCK DRIVER, GROUP 5 (CHAMPAIGN, COLES, DEWITT, DOUGLAS, MOULTRIE (EAST OF A LINE FROM THE NORTHEAST CORNER OF THE COUNTY EXTENDING SOUTHEAST IN THE DIRECTION OF FINDLAY (SHELBY COUNTY) TO A POINT THAT INTERSECTS THE SHELBY COUNTY LINE), PIATT (EAST OF A LINE FROM WHERE THE DEWITT COUNTY LINE INTERSECTS ROUTE 10 IN A SOUTHEAST DIRECTION TOWARDS THE SOUTHEAST CORNER OF THE COUNTY), SHELBY (EAST OF AN IMAGINARY LINE BEGINNING AT THE NORTHEAST BORDER WITH MOULTRIE COUNTY EXTENDING SOUTHWEST IN TH.....	\$ 47.64	25.42

TEAM0135-008 05/01/2025

Rates

Fringes

TRUCK DRIVER, GROUP 1 DRIVERS ON 2 AXLE TRUCKSHAULING LESS THAN 9 TON; AIR COMPRESSOR AND WELDING MACHINES AND BROOMS, INCLUDING THOSE PULLED BY SEPARATE UNITS; TRUCK DRIVER HELPERS; WAREHOUSE EMPLOYEES; MECHANIC HELPERS; GREASERS AND TIEMEN; FORK LIFTS UP TO 6,000 POUNDS CAPACITY (CLARK AND EDGAR COUNTIES) FOOTNOTE: A. \$46.20 PER DAY.....	\$ 38.55	16.11
TRUCK DRIVER, GROUP 2: 2 OR 3 AXLE TRUCKS HAULING MORE THAN 9 TON BUT HAULING LESS THAN 16 TON; A-FRAME WINCH TRUCKS; HYDROLIFT TRUCKS; VACTOR TRUCKS OR SIMILAR EQUIPMENT WHEN USED FOR TRANSPORTATION PURPOSES; FORK LIFTS OVER 6,000 POUND CAPACITY; WINCH TRUCKS; 4 AXLE COMBINATION UNITS; IN THE EVENT THE EMPLOYER DESIRES TO USE TICKET WRITERS THAT CLASSIFICATION SHALL COME UNDER GROUP II FOOTNOTE: \$46.20 PER DAY IN ADDITIONAL FRINGE BENEFITS (CLARK AND EDGAR COUNTIES).....	\$ 38.97	16.11
TRUCK DRIVER, GROUP 3 (CLARK AND EDGAR COUNTIES)....	\$ 39.18	16.11
TRUCK DRIVER, GROUP 4 LOW BOY; OIL DISTRIBUTORS (CLARK AND EDGAR COUNTIES) FOOTNOTE: A. \$46.20 PER DAY.....	\$ 39.44	16.11
TRUCK DRIVER, GROUP 5 DRIVERS WHO REQUIRE SPECIAL PROTECTIVE CLOTHING WHILE EMPLOYED ON HAZARDOUS WASTE WORK. (CLARK AND EDGAR COUNTIES) FOOTNOTE: A. \$46.20 PER DAY.....	\$ 39.44	16.11

TEAM0279-003 05/01/2025

Rates

Fringes

TRUCK DRIVER, GROUP 1 (CHRISTIAN, MACON, MOULTRIE
(WEST OF A LINE FROM THE NORTHEAST CORNER EXTENDING
STRAIGHT SOUTHEAST IN THE DIRECTION OF FINDLAY -

SHELBY COUNTY - TO A POINT THAT INTERSECTS THE SHELBY COUNTY LINE), PIATT (WEST OF A LINE FROM WHERE THE DEWITT COUNTY LINE INTERSECTS ROUTE 10 IN A SOUTHEAST DIRECTION TOWARDS THE SOUTHEAST CORNER OF THE COUNTY), SHELBY (WEST OF AN IMAGINARY LINE BEGINNING AT THE NORTHEAST BORDER WITH MOULTRIE COUNTY EXTENDING SOUTHWEST IN THE DIRECTION OF FINDL.....	\$ 43.28	27.56
TRUCK DRIVER, GROUP 2 (CHRISTIAN,MACON, MOULTRIE (WEST OF A LINE FROM THE NORTHEAST CORNER EXTENDING STRAIGHT SOUTHEAST INTHE DIRECTION OF FINDLAY - SHELBY COUNTY - TO A POINT THAT INTERSECTS THE SHELBY COUNTY LINE), PIATT (WEST OF A LINE FROM WHERE THE DEWITT COUNTY LINE INTERSECTS ROUTE 10 IN A SOUTHEAST DIRECTION TOWARDS THE SOUTHEAST CORNER OF THE COUNTY), SHELBY (WEST OF AN IMAGINARY LINE BEGINNING AT THE NORTHEAST BORDER WITH MOULTRIE COUNTY EXTENDING SOUTHWEST IN THE DIRECTION OF FINDL.....		
	\$ 43.86	27.56
TRUCK DRIVER, GROUP 3 (CHRISTIAN,MACON, MOULTRIE (WEST OF A LINE FROM THE NORTHEAST CORNER EXTENDING STRAIGHT SOUTHEAST INTHE DIRECTION OF FINDLAY - SHELBY COUNTY - TO A POINT THAT INTERSECTS THE SHELBY COUNTY LINE), PIATT (WEST OF A LINE FROM WHERE THE DEWITT COUNTY LINE INTERSECTS ROUTE 10 IN A SOUTHEAST DIRECTION TOWARDS THE SOUTHEAST CORNER OF THE COUNTY), SHELBY (WEST OF AN IMAGINARY LINE BEGINNING AT THE NORTHEAST BORDER WITH MOULTRIE COUNTY EXTENDING SOUTHWEST IN THE DIRECTION OF FINDL.....		
	\$ 44.15	27.56
TRUCK DRIVER, GROUP 4 (CHRISTIAN,MACON, MOULTRIE (WEST OF A LINE FROM THE NORTHEAST CORNER EXTENDING STRAIGHT SOUTHEAST INTHE DIRECTION OF FINDLAY - SHELBY COUNTY - TO A POINT THAT INTERSECTS THE SHELBY COUNTY LINE), PIATT (WEST OF A LINE FROM WHERE THE DEWITT COUNTY LINE INTERSECTS ROUTE 10 IN A SOUTHEAST DIRECTION TOWARDS THE SOUTHEAST CORNER OF THE COUNTY), SHELBY (WEST OF AN IMAGINARY LINE BEGINNING AT THE NORTHEAST BORDER WITH MOULTRIE COUNTY EXTENDING SOUTHWEST IN THE DIRECTION OF FINDL.....		
	\$ 44.53	27.56
TRUCK DRIVER, GROUP 5 (CHRISTIAN,MACON, MOULTRIE (WEST OF A LINE FROM THE NORTHEAST CORNER EXTENDING STRAIGHT SOUTHEAST INTHE DIRECTION OF FINDLAY - SHELBY COUNTY - TO A POINT THAT INTERSECTS THE SHELBY COUNTY LINE), PIATT (WEST OF A LINE FROM WHERE THE DEWITT COUNTY LINE INTERSECTS ROUTE 10 IN A SOUTHEAST DIRECTION TOWARDS THE SOUTHEAST CORNER OF THE COUNTY), SHELBY (WEST OF AN IMAGINARY LINE BEGINNING AT THE NORTHEAST BORDER WITH MOULTRIE COUNTY EXTENDING SOUTHWEST IN THE DIRECTION OF FINDL.....		
	\$ 45.61	27.56

TEAM0627-003 05/01/2024

Rates

Fringes

TRUCK DRIVER, GROUP 1 DRIVERS ON 2 AXLES HAULING LESS THAN 9 TONS; AIR COMPRESSOR & WELDING MACHINES AND BROOMS, INCLUDING THOSE PULLED BY SEPARATE UNITS; TRUCK DRIVER HELPER, WAREHOUSE EMPLOYEES; MECHANIC HELPERS; GREASERS AND TIREMEN; PICK-UP TRUCKS WHEN HAULING MATERIAL, TOOLS, OR WORKERS TO AND FROM AND ON THE JOB SITE; AND FORKLIFTS UP TO 6,000 LB CAPACITY. (MASON COUNTY).....	\$ 43.24	24.27
TRUCK DRIVER, GROUP 2 (MASON COUNTY).....	\$ 43.83	24.27

TRUCK DRIVER, GROUP 3 (MASON COUNTY).....	\$ 44.10	24.27
TRUCK DRIVER, GROUP 4 LOW BOY AND OIL DISTRIBUTORS. (MASON COUNTY).....	\$ 44.49	24.27
TRUCK DRIVER, GROUP 5 DRIVERS WHO REQUIRE SPECIAL PROTECTIVE CLOTHING WHILE EMPLOYED ON HAZARDOUS WASTE WORK. (MASON COUNTY).....	\$ 45.59	24.27

TEAM0916-003 05/01/2025

Rates

Fringes

TRUCK DRIVER, GROUP 1 DRIVERS ON 2 AXLES HAULING LESS THAN 9 TONS; AIR COMPRESSOR & WELDING MACHINES AND BROOMS, INCLUDING THOSE PULLED BY SEPARATE UNITS; TRUCK DRIVER HELPER, WAREHOUSE EMPLOYEES; MECHANIC HELPERS; GREASERS AND TIEMEN; PICK-UP TRUCKS WHEN HAULING MATERIAL, TOOLS, OR WORKERS TO AND FROM AND ON THE JOB SITE; AND FORKLIFTS UP TO 6,000 LB CAPACITY. (LOGAN, MENARD, MORGAN, PIKE, SANGAMON, SCHUYLER, SCOTT COUNTIES).....	\$ 45.35	25.72
TRUCK DRIVER, GROUP 2 2 OR 3 AXLES HAULING MORE THAN 9 TONS BUT HAULING LESS THAN 16 TONS; A-FRAME WINCH TRUCKS; HYDROLIFT TRUCKS; VACTOR TRUCKS OR SIMILAR EQUIPMENT WHEN USED FOR TRANSPORTATION PURPOSES; FORKLIFT OVER 6,000 LB.CAPACITY; WINCH TRUCKS; AND FOUR AXLE COMBIATION UNITS. (LOGAN, MENARD, MORGAN, PIKE, SANGAMON, SCHUYLER, SCOTT COUNTIES).....	\$ 45.93	25.72
TRUCK DRIVER, GROUP 3 (LOGAN, MENARD, MORGAN, PIKE, SANGAMON, SCHUYLER, SCOTT COUNTIES).....	\$ 46.25	25.72
TRUCK DRIVER, GROUP 4 LOW BOY AND OIL DISTRIBUTORS. (LOGAN, MENARD, MORGAN, PIKE, SANGAMON, SCHUYLER, SCOTT COUNTIES).....	\$ 46.60	25.72
TRUCK DRIVER, GROUP 5 DRIVERS WHO REQUIRE SPECIAL PROTECTIVE CLOTHING WHILE EMPLOYED ON HAZARDOUS WASTE WORK. (LOGAN, MENARD, MORGAN, PIKE, SANGAMON, SCHUYLER, SCOTT COUNTIES).....	\$ 47.71	25.72

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does

not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU, UAVG, SA, or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or

by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

~~BID SCHEDULE~~

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

NO.	ITEM	UNIT	UNIT PRICE	QUANTITY	TOTAL PRICE
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					

TOTAL OF BID: _____
LUMP SUM PRICE (if applicable): _____

Bidder is currently certified as an MBE or WBE under EPA's DBE Program? YES ☐ NO ☐

Respectfully submitted:

Signature Date

Title Address

Telephone Number Email Address

(SEAL – if BID is by a corporation)

Attest: _____

~~MAJOR ITEMS OF EQUIPMENT~~

It is hereby expressly agreed that the Contractor shall furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers:

NO.	DESCRIPTION	MANUFACTURER OR SUPPLIER
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

BID BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal,
and _____ as Surety,
are hereby held and firmly bound unto _____
as OWNER in the penal sum of _____ for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20 _____.

The Condition of the above obligation is such that whereas the Principal has submitted to _____
a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the
UW27-08-35 Lead Service Line Planned Replacements FY 2028/29

NOW, THEREFORE,

1. If said BID shall be rejected, or
2. 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.

(L.S.)

Principal

Surety

By: _____

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

~~AGREEMENT~~

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____, hereinafter called "OWNER" and _____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. 1.The CONTRACTOR will commence and complete the construction of: _____
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the Contract Documents within _____ calendar days after the date of the NOTICE TO PROCEED and will complete the same within _____ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. ADVERTISEMENT FOR BIDS
 - B. INFORMATION FOR BIDDERS
 - C. BID
 - D. BID BOND
 - E. AGREEMENT
 - F. PAYMENT BOND
 - G. PERFORMANCE BOND
 - H. NOTICE OF AWARD
 - I. NOTICE TO PROCEED
 - J. CHANGE ORDER
 - K. DRAWINGS

Prepared by: _____

Numbered: _____ through _____

Dated: _____
 - L. SPECIFICATIONS prepared or issued by: _____

Dated: _____
 - M. ADDENDA:

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times, such amounts as required by the CONTRACT DOCUMENTS.
7. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (_____) each of which shall be deemed an original on the date first above written.

OWNER:

By: _____

Name: _____

Title: _____

(Please Type)

(SEAL)
ATTEST: _____

Name: _____

Title: _____

(Please Type)

CONTRACTOR:

By: _____

Name: _____

Address: _____

(Please Type)

(SEAL)
ATTEST: _____

Name: _____

Title: _____

(Please Type)

PERFORMANCE BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

(Name of Corporation)

(Address of Corporation)

a _____ hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,

\$ (_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he or she shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

By: _____

Name: _____

Address: _____

(SEAL)

ATTEST: _____

Name: _____

Title: _____

By: _____

Name: _____

Address: _____

(SEAL)

ATTEST: _____

Name: _____

Title: _____

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

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

PAYMENT BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS: that

(Name of Corporation)

(Address of Corporation)

a _____ hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,

\$ (_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

By: _____

Name: _____

Address: _____

(SEAL)
ATTEST: _____

Name: _____

Title: _____

By: _____

Name: _____

Address: _____

(SEAL)
ATTEST: _____

Name: _____

Title: _____

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

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

NOTICE OF INTENT TO AWARD**To:****Project
Description:**

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated _____ and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (Illinois EPA) approval, for items in the amount of _____.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon Illinois EPA approval, to you.

Dated this day of _____

(OWNER)

By: _____

Title: _____

NOTICE OF AWARD**To:****Project
Description:**

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this day of _____

(OWNER)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by _____,

this the _____ day of _____, 20____.

By: _____

Title: _____

NOTICE TO PROCEED**To:****Date:****Project:**

You are hereby notified to commence WORK in accordance with the Agreement dated _____ ,
 on or before _____ , and you are to complete the WORK within _____
 consecutive calendar days thereafter.

The date of completion of all WORK is therefore _____.

 (OWNER)

By:**Title:****ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____,

this the _____ day of _____ , 20____ .

By:**Title:**

CHANGE ORDER NO.: _____

Date of Issuance: _____

Effective Date: _____

Project:	Owner:	Owner's Contact:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description/Justification:

Attachments (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: _____	Original Contract Times: ☐ Working Days ☐ Calendar Days Substantial Completion (days or date): _____ Ready for Final Payment (days): _____
[Increase][Decrease] from previously approved Change Orders No. _____ to No. _____: _____	[Increase][Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial Completion (days or date): _____ Ready for Final Payment (days): _____
Contract Price prior to this Change Order: _____	Contract Times prior to this Change Order: Substantial Completion (days or date): _____ Ready for Final Payment (days): _____
[Increase][Decrease] of this Change Order: _____	[Increase][Decrease] of this Change Order: Substantial Completion (days or date): _____ Ready for Final Payment (days): _____
Contract Price incorporating this Change Order: _____	Contract Times with all approved Change Orders: Substantial Completion (days or date): _____ Ready for Final Payment (days): _____

RECOMMENDED:By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:By: _____
Contractor (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____ Date: _____

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to state assisted construction contracts and related subcontracts exceeding \$10,000.)

The state assisted construction contractor certifies that he or she does not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The state assisted construction contractor certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The state assisted construction contractor agrees that a breach of this certification is a violation of 44 Ill. Admin. Code 750, Appendix A – Equal Employment Opportunity Clause; 35 Ill. Admin. Code 360.304 – Equal Opportunity (for state assisted construction grants); and Illinois Procurement Code (30 ILCS 500), which incorporates IDHR nondiscrimination obligations.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated based on race, creed, color, or national origin, because of habit, local custom or otherwise. The state assisted construction contractor agrees that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions indicated above and that they will retain such certification in their files.

Signature

Date

Name and Title of Signatory (Please type)

Firm Name (Please type)

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS NONDISCRIMINATION IN EMPLOYMENT

To: _____
(Name of union or organization of workers)

The undersigned currently holds contract(s) with _____
(Name of applicant)
involving funds or credit of the Illinois State or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contracts(s) or subcontract(s) and in accordance with Illinois Human Rights Act (IHRA), the Illinois Procurement Code, Illinois Business Enterprise Program (BEP), the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

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

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

Name of Organization: _____

Signature: _____

Name & Title of Signatory: _____

Date: _____

Project Number

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
SPRINGFIELD, ILLINOIS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

In accordance with federal Executive Order 12549, the prospective participant to the best of its knowledge and belief that it and its principles:

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

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award.

(Typed Name & Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)

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

CONSTRUCTION CONTRACTS OF LOAN RECIPIENT AND OTHER SECTIONS FROM "PROCEDURES FOR ISSUING LOANS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM"

SECTION 662.420(b)(2) CHANGE ORDERS

- A) When the loan recipient authorizes the contractor to add, delete, or revise the work within the general scope of the contract documents, or authorizes an adjustment in the contract price or contract time, the loan recipient shall submit a change order to the Agency.
- B) For each change order, the loan recipient shall submit to the Agency for approval the following documentation:
 - i) one copy of the fully executed change order signed by the loan recipient, construction engineer, and the contractor; and
 - ii) a description of any changes, with justification for the changes.
- C) Prior approval by the Agency of a change order is required when a change order results in:
 - i) alterations in design scope that require a modification to a construction permit; or
 - ii) an increase in the amount of loan funds needed to complete the project.
- D) Failure to give timely notice of proposed project changes or action by the loan recipient that is not consistent with the Agency's determination on those changes may result in disallowance of loan participation for costs incurred that are attributable to the change.

SECTION 662.620(f) REQUIRED CONSTRUCTION CONTRACT PROVISIONS

Each construction contract shall include the following provisions:

- 1) Audit; access to records:
 - A) The contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under Section 662.420 (b)(2) of the loan rules and a copy of the cost summary submitted to the owner. The Illinois Auditor General, the owner, the Agency, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. The contractor shall provide facilities for access and inspection.
 - B) For a formally advertised, competitively awarded, fixed price contract, the contractor shall include access to records as required by subsection (a)(1)(A) for all negotiated change orders and contract amendments in excess of \$25,000 that affect the contract price. In the case of all other prime contracts, the contractor shall agree to include access to records required by subsection (a)(1)(A) in all contracts and all tier subcontracts or change orders in excess of \$25,000 that are directly related to project performance.
 - C) Audits shall be in accordance with auditing standards generally accepted in the United States.
 - D) The contractor shall agree to the disclosure of all information and reports resulting from access to records required by subsection (a)(1)(A). When the audit concerns the contractor, the auditing agency shall afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

- E) The records required by subsection (a)(1)(A) shall be maintained and made available during performance of the work under the loan agreement and for 3 years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for 3 years after resolution of the dispute, appeal, litigation, claim or exception.
- F) The right of access will generally be exercised with respect to financial records under:
 - i) Negotiated prime contracts;
 - ii) Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
 - i) With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii) If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

2) Covenant against contingent fees.

The contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the owner shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3) Wage provisions.

The Contractor shall pay prevailing wages in accordance with the Davis-Bacon Act (40 USC 3141 through 3148) as defined by the U.S. Department of Labor.

4) Disadvantaged business enterprise requirements.

The contractor shall provide evidence that the contractor has taken affirmative steps in accordance with 40 CFR 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction, and services, consistent with the provisions of the Agency's Operating Agreement with USEPA.

5) Debarment and suspension provisions.

The contract shall require the successful bidders to submit a Certificate Regarding Debarment, Suspension and Other Responsibility Matters Form showing compliance with federal Executive Order 12549.

6) Nonsegregated facilities provisions

The contractor shall be required to submit a Certification of Nonsegregated Facilities on forms provided by the Agency.

7) Build America Buy America

If applicable, the contractor shall be required to comply with the requirements of the BABA Act.

8) American Iron and Steel

The contractor shall be required to use American Iron and Steel, if required by USEPA for that fiscal year.

9) A clause that provides:

"No contractor or subcontractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under the PWSLP. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

SECTION 662.620(g) SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by the prime contractor shall comply with:

- 1) All applicable provisions of federal, State and local law;
- 2) All provisions of this Part 662 regarding fraud and other unlawful or corrupt practices;
- 3) All provisions of this Part 662 with respect to access to facilities, records and audit of records; and
- 4) All provisions of subsection 662.620(f)(5) that require a Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

SECTION 662.620(h) CONTRACTOR BANKRUPTCY

In the event of a contractor bankruptcy, the loan recipient shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company, including any proposed settlement. The Agency may participate in those negotiations and will advise the loan recipient of the impact of any proposed settlement to the loan agreement. The loan recipient shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

SECTION 662.620(i) ACCESS

Every contract entered by the loan recipient for construction work, and every subagreement, shall provide the Agency representatives with access to the work. The contractor or subcontractor shall provide facilities for such access and inspection.

SECTION 662.640(c) REMEDIES

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

BIDDER CERTIFICATION

In Compliance with Article 33E-11 to the "Criminal Code of 2012"

I _____, do hereby certify that:
(Name)

1. I am _____ of the _____
(Position) (Firm)
and have authority to execute this certification on behalf of the firm
2. This firm is not barred from bidding on this contract due to a either a Bid-rigging or Bid Rotating violation as set forth in Article 33E-11 to the "Illinois Criminal Code of 2012 [720 ILCS 5/33E-11]."

Name of Firm: _____

Signature: _____

Title: _____

Date: _____

Corporate Seal (where appropriate)

On this _____ day of _____ 20 _____, before me appeared
(Day Number) (Month) (Year)

_____ to me personally known, who,
(Name)

being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by
_____ to execute the affidavit and did so as
(Name of Firm)

his or her free act and deed.

Notary Public: _____ **Commission Expires:** _____

Notary Seal:

SPECIFICATIONS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NAME OF LOAN RECIPIENT: _____

1) DISADVANTAGED BUSINESS ENTERPRISE POLICY

- A) It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses (DBEs). In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.
- B) These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the (Name of Loan Recipient) _____'s policy and procedures for complying with these requirements.
- C) As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

2) PRE-CONTRACT AWARD OBLIGATIONS

- A) All bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance, non-responsive.
- B) To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. The documentation requirements are outlined in Section III of this document.
- C) (Name of Loan Recipient) _____'s disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

3) EVALUATION OF DISADVANTAGED BUSINESS UTILIZATION AND AFFIRMATION EFFORTS

- A) As a prerequisite to demonstrate compliance with the (Name of Loan Recipient) _____'s disadvantaged business policy, ALL bidders shall provide the following with its bid:

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

OR

- ii) "Certification of publication," or adequate proof of publication, including an actual copy of the newspaper advertisement from a daily newspaper. **The advertisement must run one day at least (16) days prior to bid opening.** An example advertisement follows this section.

Bidders may publish the advertisement in an established, online bidder's clearinghouse such as the "Dodge Report (<http://construction.com/dodge/>)". If an online advertisement is placed with the "Dodge Report" or an equivalent website, a screenshot of the advertisement along with the webpage address, and a payment receipt is required as documentation. **The advertisement must run one day at least (16) days prior to bid opening.**

- iii) List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal. Names, addresses, phone number and/or e-mail are required.
- iv) List of disadvantaged businesses not being utilized and justification for non-utilization.

- v) If DBE subcontractors will be utilized for the project, a completed and signed copy of Illinois EPA DBE Form No. 3 (DBE Subcontractor Utilization Form) or an equivalent "Notice of Intent" is needed from each subcontractor.
- vi) If DBE subcontractors will be utilized for the project, a completed and signed certification from the bidder(s), attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that will be utilized.
- vii) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.

Failure to submit the documentation pursuant to the requirements of A (i-vii) above may cause rejection of the bid as non-responsive.

4) SANCTIONS

- A) The (Name of Loan Recipient) _____ has the option to reject one or all bids when the information submitted by the bidder(s) fails to demonstrate compliance with the disadvantaged business requirements (i.e., the bidder fails to place their pre-bid advertisement in a daily newspaper, or approved website, at least 16 days prior to bid opening).
- B) Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.
 - i) Declare the bidder and/or subcontractor non-responsive and therefore, ineligible for contract award.
 - ii) Disallow all contract costs associated with non-compliance.
 - iii) Refer matters which may be fraudulent to the Illinois Attorney General.

5) POST-CONTRACT AWARD COMPLIANCE

- A) As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12 % for WBEs.
- B) After award of the prime contract, copies of all disadvantaged business-related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.
- C) After bid submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with 40 CFR Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

SUGGESTED DISADVANTAGED BUSINESS (DBE) ADVERTISEMENT FOR CONSTRUCTION CONTRACTORS

NOTICE TO DISADVANTAGED BUSINESSES

_____, _____, _____, is
 (Name of Company) (Address of Company) (Phone Number)
 seeking disadvantaged businesses for the _____
 (Name of Loan Recipient)

Project for subcontracting opportunities in the following areas: _____

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested),
 _____ to discuss the subcontracting opportunities.
 (Company Contact Person)

All negotiations must be completed prior to bid opening _____
 (Date of Bid Opening)

*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.

SUMMARY REPORT OF DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS FOR CONTRACTORS

- 1) Completed and signed certification from bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract (may use Illinois EPA DBE Form #1).

OR

"Certificate of publication, or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from a daily publication. For advertisements placed in a construction project clearinghouse such as www.construction.com, a screenshot of the advertisement, link to website, and receipt is required for proof of advertising.

- 2) List of all disadvantaged business enterprises (DBE) and non-DBE's that submitted proposals to the bidder/prime contractor. Specify as DBE or non-DBE, type of DBE, and the other information listed below (DBE Form #4 may be used for this purpose).

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

- 3) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided (may use Illinois EPA DBE Form #1).
- 4) Completed and signed copies Illinois EPA DBE Form #3 (Subcontractor Utilization Form) or equivalent "Notice of Intent". Only applies if using DBE subcontractors.
- 5) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized (Illinois EPA DBE Form #1). Only applies if using DBE subcontractors.
- 6) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (Illinois EPA DBE Form #1).
- 7) **Note:** DBE Form #2 is **not** included in this packet. It is for consultants/engineers to report DBE activity. This form may be found in Illinois EPA's DBE Guidance Manual which is available on the Agency's website or mailed upon request by calling 217-782-2027.

DBE Contractor Certification Form

Illinois EPA Disadvantaged Business Enterprise (DBE) Program Form #1
Contractor Certification Form**(To be completed by all Prime Contractors)**

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

- ☐ This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.
- ☐ This firm advertised for DBE subcontractors according to the good faith efforts outlined in the Illinois EPA DBE Guidance Document.
- ☐ This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.
- ☐ This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

BY: _____

NAME: _____

TITLE: _____

COMPANY: _____

DATE: _____

Illinois EPA Disadvantaged Business Enterprise (DBE) Program Form #4, Bidders List
(Only complete this form if subcontractors or sub-consultants will be working on a project)

Using this form/format is optional. Other formats are acceptable.

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, etc.)	DBE Status (MBE, WBE, DBE, SBE)
					Check if Hired ☐
					Check if Hired ☐
					Check if Hired ☐
					Check if Hired ☐

**BIDDER CERTIFICATION REGARDING THE USE OF
IRON, STEEL, MANUFACTURED PRODUCTS, AND CONSTRUCTION MATERIALS
PRODUCED IN THE UNITED STATES
(BUILD AMERICA, BUY AMERICA ACT)**

I _____, do hereby certify that:
(Name)

1. I am _____ (title) of the _____
(company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. I am aware that all iron, steel, manufactured products, and construction materials used for this project must be produced in the United States per the federal Build America, Buy America Act (BABA) signed by President Biden on November 15, 2021. Pub. L No. 117-58, §§ 70901-52.
3. I understand the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
4. I understand that all manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.
5. I acknowledge that all construction materials for this project must be manufactured in the United States. This means all manufacturing processes for the construction materials occurred in the United States.
6. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Company: _____

Signature: _____

Title: _____

Date: _____

Corporate Seal (where appropriate)

REQUIREMENTS SPECIFIC TO BUY AMERICA, BUILD AMERICA ACT (BABA)

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“BABA”). The purpose of BABA is to ensure that federally funded infrastructure projects only utilize iron, steel, manufactured products, and construction materials produced in the United States. The requirement to use products produced in the United States applies to all projects for the construction, alteration, maintenance, or repair of publicly owned treatment works (POTW) or public water systems. Since Illinois’ Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) utilize federal funds, loan recipients must use iron, steel, manufactured products, and construction materials that are produced in the United States. Guidance is available on USEPA’s website: <https://www.epa.gov/cwsrf/build-america-buy-america-baba>. Waivers from the requirements are available under certain circumstances. BABA requires the following:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

BABA only applies to items that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at project completion. BABA does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure. BABA requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds under one or more awards.

CONSTRUCTION MATERIALS includes an article, material, or supply that consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products including polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
- glass including optic glass;
- lumber; or
- drywall.

CONSTRUCTION MATERIALS does NOT include items made primarily of iron or steel; manufactured products; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

REQUIREMENTS SPECIFIC TO IRON AND STEEL

The existing American Iron and Steel (AIS) Requirements will continue as part of BABA. An iron or steel product is one of the items listed below and is made primarily of iron or steel that is permanently incorporated into the public water system or treatment works.

- Pipes (lined or unlined) and pipe fittings
- Pipe clamps and restraints
- Valves
- Structural steel
- Manhole Covers and other municipal castings such as valves boxes, drainage grates, bollards, etc.
- Construction materials such as trusses, wire, grating, wire, ductwork, fence tubing, wall panels, etc.
- Hydrants
- Flanges
- Tanks
- Reinforced precast concrete

For one of the listed iron or steel products to be considered subject to the BABA requirements, it must be made of greater than 50% iron or steel, measured by the material costs. “Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels. AIS Guidance is available at: <https://epa.illinois.gov/topics/grants-loans/state-revolving-fund/american-iron-and-steel/american-iron-and-steel-requirements.html>.

RECORDKEEPING AND DOCUMENTING THE COUNTRY OF ORIGIN FOR IRON, STEEL, MANUFACTURED PRODUCTS, & CONSTRUCTION MATERIALS USED IN LOAN FUNDED PROJECTS

Loan recipients with assistance from their general contractor must be able to verify that products used in their projects comply with the BABA requirements. USEPA recommends loan recipients use a “Step Certification” process to ensure that producers adhere to the BABA requirements. Step certification is a process under which each handler (supplier, fabricator, manufacturer, etc.) of the iron, steel, manufactured products, or construction materials certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin.

A certification can be quite simple if it includes the name of the manufacturer, the location of the manufacturing facility (not company headquarters), a description of the product or item being delivered, and a signature by a manufacturer’s responsible party. Certification could be achieved by other methods such as requiring the final manufacturer, who delivers the products to the worksite, to provide certification that all manufacturing processes occurred in the US. While this type of certification is easier and acceptable, it may not provide the same degree of assurance and additional documentation may be needed. USEPA auditors recommend keeping records of when and where the products were delivered. Records from the manufacturer should refer to specific items such as pipes, valves, meters. Try to avoid records containing broad statements such as, “All products delivered were USA made”.

Regardless of the method, documents regarding the country of origin for all covered items should be collected and maintained by the loan recipients. Having a good paper trail is invaluable during an inspection or audit.

SAMPLE CERTIFICATION LETTER

Below is a sample step certification letter for BABA compliance. The completed letter is provided to the construction contractor or loan applicant by the supplier, fabricator, manufacturer, etc. of covered products. Documentation must be provided on company letterhead.

Company Letterhead

Date

Company Name
Company Address
City, State, Zip

Subject: Build America, Buy America Act Step Certification for Project (Identify Project Here xxx)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project are in full compliance with the federal Build America, Buy America Act requirements as required in EPA's State Revolving Fund Programs.

Item, Products, and/or Materials:

1. XXX
2. XXX
3. XXX

Such process took place at the following location (City and State must be included):

If any of the above compliance statements change while providing material to the project we will immediately notify the prime contractor and the engineer.

Signed by Company Representative

ILLINOIS WORKS JOBS PROGRAM ACT – APPRENTICESHIP INITIATIVE

INFORMATION FOR CONTRACTORS

Summary: The Illinois Works Jobs Program Act, 30 ILCS 559/Art. 20, is a statewide initiative to ensure that all Illinois residents have access to State capital projects and careers in the construction industry and building trades and to provide contracting and employment opportunities to historically underrepresented populations in the construction industry. This will be accomplished through three programs created by the Illinois Works Jobs Program Act: the [Illinois Works Apprenticeship Initiative](https://dceo.illinois.gov/illinoisworks.html), the Illinois Works Pre-Apprenticeship Program, and the Illinois Works Bid Credit Program. Additional information is available at the following website: <https://dceo.illinois.gov/illinoisworks.html>.

The goal of the Illinois Works Apprenticeship Initiative (“10% apprenticeship goal”) is that for projects estimated to cost \$500,000 or more, apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The 10% apprenticeship goal applies to projects being paid for in whole or in part by appropriated capital funds to construct a public work either through a contract or grant issued by a State agency. A determination was made that this requirement also applies to Illinois EPA loans. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

In July 2023, Governor Pritzker signed into law a new legislated goal that will increase opportunities for graduates, strengthen the pipeline for the program, and more seamlessly integrate the pre-apprenticeship programs into existing apprenticeship goals. The new legislative updates require that (5%), half of the (10%) goal of the apprenticeship hours for each classification must be performed by apprentices who graduated from the Illinois Works Pre-apprenticeship, Climate Works Pre-apprenticeship, or IDOT Highway Construction Careers programs.

Certification: Apprentices are required to be U.S. Dept. of Labor certified (not limited to pre-apprentice program graduates).

APPLICABILITY

If a project is estimated to received \$500,000 or more of State Capital Funding for the Project:

If the state’s contribution to the project amount equals 50% or more of the cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state’s contribution to the project is less than 50% of the cost for the project, the 10% apprenticeship requirement applies only to prevailing wage eligible work being funded from state funds.

The Project has less than \$500,000 of State Capital Funding, but the Total Estimated Project Cost is \$500,000 or more:

If the state’s contribution to the project amount equals 50% or more of the estimated cost for the project, the 10% apprenticeship requirement applies to all prevailing wage eligible work performed by contractors on the public works project.

If the state's contribution to the project is less than 50% of the estimated cost for the project, the 10% apprenticeship requirement does not apply.

Total Estimated Project Cost is less than \$500,000: The 10% apprenticeship requirement does not apply. The \$500,000 threshold applies to the total project cost and NOT the total cost or value of an individual construction contract.

Waivers from the Requirements: If goals cannot be met, the state has discretion to grant waivers, reductions or to hold public hearings on the issue. Factors to be considered include the scale of the project and whether the contractor or subcontractor seeking the action has previously requested reductions or waivers. A waiver form is available on the Illinois EPA website at: <https://epa.illinois.gov/topics/grants-loans/state-revolving-fund/drinking-water-loans.html> or <https://dceo.illinois.gov/illinoisworks/apprenticeship.html>.

Reporting: An example quarterly reporting form is attached. A fillable version is available on the Illinois EPA website. Contractors should coordinate with the loan applicant and their consultant for further instructions regarding these forms. Loan applicants are ultimately responsible for reporting quarterly labor hours to the state, but coordination with their contractor is essential. All loan funded projects are subject to payment of Davis Bacon wages.

For general apprenticeship questions, please contact the Illinois Works Office at: CEO.ILWorks@Illinois.gov.

ILLINOIS WORKS APPRENTICESHIP INITIATIVE PERIODIC REPORT

Organization Name:	FEIN Number:	DUNS/Unique Entity ID Number:
Grant/Loan Awarding Agency:	Construction Start Date:	Construction End Date:
Grant/Loan Number:	Project Number:	Estimated Total State Contribution:
Estimated Total Project Costs:	(including all appropriated funds)	

REPORTING PERIOD:

Period Start Date:
 Period End Date:

APPLICABLE APPRENTICESHIP GOAL (SELECT ALL THAT APPLY):

☐ 10% Total Project Cost
 ☐ 10% Total State Contribution Only

☐ Waiver Approved by IL DCEO
 IL DCEO Waiver Approval Date:

(If a waiver was granted for any prevailing wage classification, the Grantee does not need to report on those classifications on this form.)

☐ Reduction Approved by IL DCEO
 IL DCEO Reduction Approval Date:

(If selected, enter the applicable prevailing wage classification(s) and approved reduced percentage(s).)

ILLINOIS WORKS APPRENTICESHIP INITIATIVE
PERIODIC REPORT

PREVAILING WAGE CLASSIFICATION	REDUCED PERCENTAGE

PREVAILING WAGE CLASSIFICATION	REDUCED PERCENTAGE

ILLINOIS WORKS APPRENTICESHIP INITIATIVE PERIODIC REPORT

As you work towards meeting the 10% apprenticeship goal, you will have to follow the new statutorily mandated Illinois Works compliance requirement (per State Legislative update (30ILCS559/20-20(a)(2)) where half of the 10% apprenticeship goal for each wage classification is to be performed by apprentices who are graduates from the Illinois Works Pre-Apprenticeship Program, Climate Works Pre-Apprenticeship Program, or Highway Construction Career Program (graduates of one of the programs or a combination of graduates from the programs can be used for compliance).

Please provide information in Chart 1 for the apprentices who are graduates of the Illinois Works Pre-Apprenticeship Program, Climate Works Pre-Apprenticeship Program, or Highway Construction Career Program and their contributions to the project. Ideally, the last four digits of their Social Security number, and ID number; however, at a minimum, the ID number must be provided.

CHART 1				
A. Prevailing Wage Classification	B. Pre-apprenticeship Program the Apprentice Graduated from (Illinois Works, Climate Works, or Highway Construction Careers Programs)	C. First and Last Name of Apprentices <u>who are</u> Graduates of Illinois Works, Climate Works, or Highway Construction Careers Programs	D. Last Four Digits of Social Security # Number of Apprentices <u>who are</u> Graduates of Illinois Works, Climate Works, or Highway Construction Careers Programs	E. ID Number (Issued by the Pre-apprenticeship program) of Apprentice <u>who are</u> Graduates of Illinois Works, Climate Works, or Highway Construction Careers Programs

ILLINOIS WORKS APPRENTICESHIP INITIATIVE PERIODIC REPORT

CHART 1

A. Prevailing Wage Classification	B. Pre-apprenticeship Program the Apprentice Graduated from (Illinois Works, Climate Works, or Highway Construction Careers Programs)	C. First and Last Name of Apprentices <u>who are Graduates of Illinois Works, Climate Works, or Highway Construction Careers Programs</u>	D. Last Four Digits of Social Security # Number of Apprentices <u>who are Graduates of Illinois Works, Climate Works, or Highway Construction Careers Programs</u>	E. ID Number (Issued by the Pre-apprenticeship program) of Apprentice <u>who are Graduates of Illinois Works, Climate Works, or Highway Construction Careers Programs</u>

ILLINOIS WORKS APPRENTICESHIP INITIATIVE
PERIODIC REPORT

Please provide information in Chart 2 Part A & B for the Apprentices who are graduates from the Illinois Works Pre-Apprenticeship Program, Climate Works Pre-Apprenticeship Program, or Highway Construction Careers Program and their contributions to the project.

CHART 2/PART A					
A. Prevailing Wage Classification	B. Total hours for Classification in Reporting Period	C. Total Apprenticeship Hours for Classification in Reporting Period	D. % of Apprenticeship Hours (Divide C by B)	E. Total Hours for Classification in Reporting Period Performed by Apprentices <u>who are</u> Graduates from Illinois Works, Climate Works, or Highway Construction Centers Programs	F. % of Apprenticeship Hours Performed by Apprentices <u>who are</u> Graduates of Illinois Works, Climate Works, or Highway Construction Centers Programs (Divide E by B)

ILLINOIS WORKS APPRENTICESHIP INITIATIVE
PERIODIC REPORT

CHART 2/PART A

A. Prevailing Wage Classification	B. Total hours for Classification in Reporting Period	C. Total Apprenticeship Hours for Classification in Reporting Period	D. % of Apprenticeship Hours (Divide C by B)	E. Total Hours for Classification in Reporting Period Performed by Apprentices <u>who are</u> Graduates from Illinois Works, Climate Works, or Highway Construction Careers Programs	F. % of Apprenticeship Hours Performed by Apprentices <u>who are</u> Graduates of Illinois Works, Climate Works, or Highway Construction Careers Programs (Divide E by B)

ILLINOIS WORKS APPRENTICESHIP INITIATIVE PERIODIC REPORT

CHART 2/PART B (this is a continuation of Chart 2)					
G. Total Hours for Classification (Cumulative from the Start of the Project)	H. Total Apprenticeship hours for Classification (Cumulative from the Start of the Project)	I. % of Apprenticeship Hours (Cumulative from the Start of the Project) (Divide H by G)	J. Total Apprenticeship Hours for Classification (Cumulative from the Start of the Project) in Reporting Period Performed by Apprentices <u>who are</u> Graduates from Illinois Works, Climate Works, or Highway Construction Careers Programs	K. % of Apprenticeship Hours (Cumulative from Start of Project) Performed by Apprentices <u>who are</u> Graduates of Illinois Works, Climate Works, or Highway Construction Careers Programs (Divide J by G)	L. If no apprenticeship hours recorded, explain.

**ILLINOIS WORKS APPRENTICESHIP INITIATIVE
PERIODIC REPORT**

CHART 2/PART B (this is a continuation of Chart 2)					
G. Total Hours for Classification (Cumulative from the Start of the Project)	H. Total Apprenticeship hours for Classification (Cumulative from the Start of the Project)	I. % of Apprenticeship Hours (Cumulative from the Start of the Project) (Divide H by G)	J. Total Apprenticeship Hours for Classification (Cumulative from the Start of the Project) in Reporting Period Performed by Apprentices <u>who are</u> Graduates from Illinois Works, Climate Works, or Highway Construction Careers Programs	K. % of Apprenticeship Hours (Cumulative from Start of Project) Performed by Apprentices <u>who are</u> Graduates of Illinois Works, Climate Works, or Highway Construction Careers Programs (Divide J by G)	L. If no apprenticeship hours recorded, explain.

ILLINOIS WORKS APPRENTICESHIP INITIATIVE
PERIODIC REPORT

Organization Certification and State Agency Acknowledgement

1. Organization Certification

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my contract, grant, and loan award(s).

Institution/Organization Name

Printed Name (Executive Director or equivalent)

Title (Executive Director or equivalent)

Signature (Executive Director or equivalent)

Date/Time Field

2. State Agency Acknowledgement

State Agency

Printed Name

Title

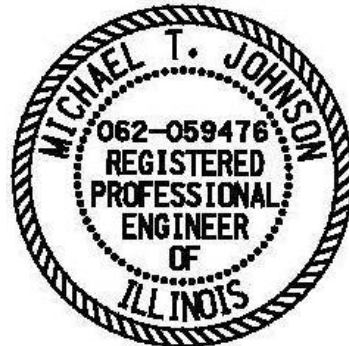
Signature

Date/Time Field

The following City of Springfield Information to Bidders, General Conditions and Contract Provisions shall prevail unless in conflict with the IEPA Loan Program documents. In case of conflict with any part or parts of the City Information to Bidders, General Conditions, and Contract Provisions the said IEPA Loan Program documents shall take precedence and shall govern.

SECTION 3.2

SPECIFICATIONS
AND
DRAWINGS
LEAD SERVICE LINE PLANNED
REPLACEMENT PROJECT
FY2028/29



A handwritten signature in black ink, appearing to read "Michael T. Johnson", written over the bottom of the seal.

Signed: August 3, 2026

Expires: November 30, 2027

SPECIFICATIONS AND DRAWINGS

TABLE OF CONTENTS

<u>Title</u>	<u>Pages</u>
Supplemental General Conditions	SGC 1-2
Prequalification	PRE 1-7
Contract Plans, Specifications and Special Provisions	SP 1-15
Appendices:	
A: Lead Service Line Replacement Area Map	A 1-3
B: Typical Pavement Repair Detail	B 1
C: Typical Service Line Replacement Detail	C 1-3

SUPPLEMENTAL GENERAL CONDITIONS

The following Supplemental General Conditions are in addition to the Terms & Conditions contained in Section IV of the bid booklet.

1. Plans and Specifications

Copies of the "Standard Specifications for Water and Sewer Main Construction in Illinois, Eighth Edition, 2020," which are herewith made a part of the Contract Documents, may be obtained from:

Associated General Contractors of Illinois
3219 Executive Park Drive
P.O. Box 2759 (mailing address)
Springfield, Illinois 62708

Illinois Society of Professional Engineers
100 East Washington Street
Springfield, Illinois 62701

Illinois Municipal League
500 East Capitol Avenue
P.O. Box 5180 (mailing address)
Springfield, Illinois 62705

Portions of the WORK shall be governed by the Standard Specifications for Road and Bridge Construction. Any references to the Standard Specifications for Road and Bridge Construction are to the April 1, 2022 edition adopted by the Illinois Department of Transportation.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of a Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligations in respect to his Bid.

Should the Bidder find any discrepancies in, or omissions from the Contract Documents, or should he be in doubt as to their meanings or intent, he shall at once notify the Owner. If it should be found necessary, a written Addendum will be sent to each Bidder; neither the Owner nor the Engineer will be held responsible for any oral instructions.

The bidder should have a unit price and a total price for each pay item. In case of a discrepancy, the unit price will prevail. If a unit price is omitted, the total price will establish a unit price. If neither a unit price nor total price is shown, the bid shall be

declared “non-responsive”.

All addenda issued by the Owner during the time of bidding shall become part of the Contract Documents.

All inquiries in regard to the Plans and Specifications, including any apparent discrepancies thereto, should be directed to the Purchasing Agent, Phone: (217) 789-2191.

2. Proposal Guarantee

Bid security shall be as shown in Section 1.

3. Wage Provisions

The Specifications reference both prevailing wages in accordance with the Davis-Bacon Act (40 USC 3141 through 3148) as defined by the U.S. Department of Labor and the prevailing rate of wages in Sangamon County as listed on the Illinois Department of Labor’s website and defined in the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. The Contractor shall pay the higher of the two prevailing wage rates.

PREQUALIFICATION

Only Contractors and Sub-Contractors currently pre-qualified with the City of Springfield, Office of Public Utilities, Water Department will be allowed to bid on this project. Plumbing Contractors who have been under contract performing similar work for the City of Springfield within the past 5 years are pre-qualified.

Pre-qualification applications for the City of Springfield, Office of Public Utilities, Water Department are available at and must be returned to:

City, Water, Light & Power
Water Engineering & Distribution
401 North 11th Street
Springfield, IL 62702
Attn: General Superintendent

Pre-qualification applications are included in this bid packet and can also be requested by emailing michael.johnson@cwlp.com or calling (217) 789-2323 ext 1617.

The documents requested in the pre-qualification packet shall be returned no later than one week prior to the bid opening to allow time for review and approval by the City. In order for a Contractor's bid to be opened on this project, the approved documents must be on file with the Office of Public Utilities.

Prequalification needs to be in place prior to the bid opening.

**CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES
WATER DIVISION
SPRINGFIELD, ILLINOIS
BIDDER'S PREQUALIFICATION FORM
(CONFIDENTIAL)**

Name of Contractor or Subcontractor_____

Business Address_____

Incorporated or Organized Year_____ State_____

Check One:

- ☐ A Corporation
- ☐ A General Co-Partnership
- ☐ A Limited Co-Partnership
- ☐ An Individual

1. How many years have you operated under the above name?_____

2. List all partners and/or principal officers:

Name & Title	Address	Fractional Interest in Firm
--------------	---------	-----------------------------

3. List any other businesses in which any officer or partner is engaged:

Name of other Company	Partner or Officer Interested	Extent of Interest
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4. List of key personnel and their construction status:

Name	Position	Age	Year Hired	Present Position

5. Experience Record:

List at least three projects, similar to this contract, performed by your company. You may want to cite additional projects.

- a. Name and address of client _____

Type of work _____
Approximate amount of contract _____
Name and address of engineer _____
Date started _____ Date completed _____
Time allowed _____ Engineers Report _____
- b. Name and address of client _____

Type of work _____
Approximate amount of contract _____
Name and address of engineer _____
Date started _____ Date completed _____
Time allowed _____ Engineers Report _____
- c. Name and address of client _____

Type of work _____
Approximate amount of contract _____
Name and address of engineer _____
Date started _____ Date completed _____
Time allowed _____ Engineers Report _____

The clients listed may be contacted regarding efficiency and overall quality of work performed by your company. Please give complete addresses.

6. This Company is now under contract for the following projects:

Project	Client	Contract Amount	Percent Complete	Required Completion Date
---------	--------	--------------------	---------------------	--------------------------

7. Do you intend to sublet any portion of the work? _____Yes _____No
If yes, state the amount and type of sub-contracted work, and if known, the name and address of the sub-contractor, amount and type of his equipment and his financial responsibility.

8. What equipment do you own that is available for the proposed work?

Quantity	Item	Description, Size, Capacity, etc.	Approximate Cost
----------	------	-----------------------------------	------------------

9. Do you propose to rent any equipment for this work? _____Yes _____No
If yes, state the type, quantity and reason for renting.

10. Are there any judgments, suits or claims against you? _____Yes _____No
If so, give details.

11. Please list all U.S. Department of Labor approved apprenticeship training programs for any and all trades that your workforce participates in, or has completed.

Dated this _____ day of _____, 20____.

Name of Organization

By: _____
Title

STATE OF ILLINOIS)
)
COUNTY OF _____) **SS.**

_____, being duly sworn, deposes and says that he is _____
(Title)
of _____ and that the answers to the foregoing questions and
(Name of Company)

all statements therein contained are true and correct.

Signed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

(SEAL)

CONTRACTORS FINANCIAL STATEMENT

STATEMENT OF ASSETS AND LIABILITIES AS OF _____, 20____

ASSETS:

1. Cash in Bank(s) _____
Name of Bank(s) _____
2. Cash on Hand _____
3. Certified bid checks or deposits _____
4. Accounts Receivable from sources other than contracts _____
5. Accounts Receivable-construction contracts _____
 - a. completed contracts _____
 - b. earned estimates-upcoming contracts _____
 - c. retained percentages-uncompleted contracts _____
6. Materials and supplies on hand _____
7. Cash surrender value of life insurance _____
8. Marketable securities _____
9. Other securities _____
Total Current Assets _____
10. Notes Receivable _____
11. Prepaid expenses _____
12. Land and buildings (net book value) _____
13. Equipment (net book value) _____
14. Furniture and fixtures _____
15. Other assets _____
Total Current Assets _____

LIABILITIES AND NET WORTH:

16. Notes Payable _____
 - a. Banks (exclusive of equipment obligations) _____
 - b. Material, equipment suppliers _____
 - c. Others _____
17. Accounts Payable _____
 - a. Material suppliers _____
 - b. Subcontractors _____
 - c. Others _____
18. Accrued payrolls, interest, other expenses _____
19. Accrued taxes _____
 - a. Withholding tax _____
 - b. Estimated federal income tax _____
 - c. Social Security taxes _____
 - d. Other _____
20. Mortgages due within one year _____
Total Current Liabilities _____
21. Mortgages (due after one year) _____
22. Equipment Notes (due after one year) _____
23. Reserves (explain) _____
24. Other liabilities _____
25. Capital stock (paid up) if a corporation _____
26. Net worth _____
Total Liabilities and Net Worth _____

CERTIFICATE OF AUDIT

(I, We) have audited the accounts of _____
Name Address
for the period beginning _____, 20____ and ending _____, 20____ and (I,
We) certify that the attached Balance Sheet agrees with the book and records, that the book and records are
maintained on a double entry basis, and in (my, our) opinion sets forth the financial condition of _____
_____ as of _____, 20____.

Name of Accountant or Firm _____
Illinois Registration Number _____
Signed by _____
Date _____

CONTRACT PLANS AND SPECIFICATIONS

The “Standard Specifications for Water and Sewer Main Construction in Illinois”, 8th Edition, dated 2020, hereinafter referred to as “Standard Specifications”. and the latest editions of the “Manual of Uniform Traffic Control Devices for Streets and Highways” and “IDOT – Standard Specifications for Road and Bridge Construction” shall apply to and govern the construction of this contract.

The Contract Plans include typical lead service line replacement details for the three different installation methods and are included in the Appendix for reference. These details are for reference only and do not represent every potential lead service line replacement location.

Appendix C Drawing 1 – Trenchless replacement on existing routes

Appendix C Drawing 2 – Trenchless replacement on new routes

Appendix C Drawing 3 – Open-cut replacement

The following Standard Drawings included in the Standard Specification for Water and Sewer Main Construction in Illinois shall be considered as a part of the Contract Documents for this Work and are referenced as follows:

Standard Drawing No. 15 – Typical Single Meter Box Installation (By CWLP)

Standard Drawing No. 17 – Typical Tap Service Piping (Copper) (By CWLP)

The following Standard Drawings from IDOT shall be considered as a part of the Contract Documents for this Work and are referenced as follows:

Standard 701006-05 – Off-Rd Operations, 2L, 2W, 15' to 24" from EOP

Standard 701501-06 – Urban Lane Closure, 2L, 2W, Undivided

Standard 701701-10 – Urban Lane Closure, Multilane Intersection

Standard 701606-10 – Urban Lane Closure, Multilane, 2W with Mountable Median

Standard 701611-01 – Urban Half Road Closure, Multilane, 2W w/ Mountable Med

Standard 701901-05 – Traffic Control Devices

Standard 701801-06 – Sidewalk Corner or Crosswalk Closure

SPECIAL PROVISIONS

The following Special Provisions supplement the Standard Specifications and govern the construction of the Project. All provisions of the Standard Specifications which are not amended or supplemented remain in full force and in effect. In the event of conflict between the Special Provisions and the Standard Specifications, the Special Provisions shall take precedence and govern.

DESCRIPTION OF PROJECT

The project consists of the replacement of lead service lines within the City of Springfield. There are approximately 9,200 suspected lead service lines in the Springfield area. To reduce the risk of lead exposure in the drinking water, the City is proposing to replace approximately 500 lead service lines over two years as part of this planned replacement project. All of the service line replacements will be service lines that have been identified as lead, or galvanized that are or were previously downstream of a lead service line. The project area is located in Census Tracts 42, 23 and 16 in the City of Springfield. This will be a combined effort with both CWLP crews and a Contractor.

Prior to planned efforts, contracts and associated paperwork as outlined in these specifications will be executed between the Contractor and the property owner(s). If the city owned portion of the service line is lead the service line will be scheduled for replacement. If the city owned portion is lead and the customer side is lead or galvanized, both the city and the customer sides will be scheduled with the customer for replacement. CWLP will replace the city owned portion of the service line and the Contractor will replace the customer owned portion. If the customer side is lead or galvanized, a lead removal water pitcher will be made available by CWLP after the city side is replaced. The Contractor will perform all surface restorations associated with water service line replacement work performed by both CWLP and the Contractor.

If the customer does not want their lead or galvanized service line replaced as part of this project, plan a signed waiver will be required and the Illinois Department of Public Health (IDPH) will be notified of the signed waiver.

SCOPE OF WORK

Replace existing CWLP owned lead service lines and customer owned lead or galvanized water service lines from existing main to existing residential home.

CWLP SCOPE:

1. Excavate existing water main in roadway or parkway.
2. Excavate at existing meter pit or curb stop location between sidewalk and curb (remove concrete sidewalk if needed).
3. Make 1" or ¾" tap on existing cast iron water main and pull new 1" or ¾" type k copper behind existing lead line.
4. Install new 1" or ¾" copper setter and meter pit if needed.
5. Backfill roadway with trench backfill and temporary surface over trench.
6. Barricade or backfill excavation at meter pit and leave for contractor.

CONTRACTORS SCOPE:

1. Replace customer's lead or galvanized service line with 1" or ¾" type k copper from meter pit into existing home (18" maximum inside home from foundation wall).
2. Install 1" or ¾" brass ball valve and connect to existing plumbing within 18" of interior foundation wall.
3. Repair basement wall and flush air out of household plumbing.
4. Sidewalk and roadway repairs as needed. This includes removing CWLP's temporary surface over trench within the roadway, driveway or sidewalk and installing permanent roadway, driveway or sidewalk patch and replace curb as needed.
5. Surface restoration of yard.

Note: If customer's line is not lead or galvanized, contractor scope will only include items #4 & #5.

LOCATION OF WORK

All work will be located in the City of Springfield within Census Tracts 42, 23 and 16. Census Tract 42 (11th Street to 19th Street between Brown Street & Clearlake Avenue). Census Tract 23 (11th Street to 16th Street between Brown Street & Melrose Street). Census Tract 16 (19th Street to White City Blvd between Clearlake Avenue & Cook Street) See the attached lead service line replacement area maps in Appendix A.

CONTROL OF THE WORK

Contractor shall coordinate with City of Springfield Building and Zoning for all necessary plumbing permits and coordinate all required inspections. Contractor must be registered plumbing contractor in the State of Illinois to perform plumbing work. Compensation for all costs, including permit fees associated with the work required for the Control of the Work shall be considered as incidental to the Work.

CONTROL OF MATERIALS

Only materials which conform to the requirements of these specifications and special provisions shall be utilized. All materials, and their source of supply, shall be approved by the Engineer prior to usage. All iron, steel, manufactured products, and construction materials used for this contract must be produced in the United States per the federal Build America, Buy America Act (BABA) signed by President Biden on November 15, 2021. Pub. L No. 117-58, §§ 70901-52.

PROSECUTION AND PROGRESS

The estimated contract start date is March 1, 2027. The Contractor shall complete the private water service line replacement and all associated street repairs within 14 calendar days after CWLP replaces the city owned portion of the service line. Final topsoil, seeding and hydro-mulch shall be completed with 60 calendar days after CWLP replaces the city owned portion of the service line. The entire contract requires substantial and final completion within 730 calendar days of the executed contract and notice to proceed. Contractor agrees to pay as liquidated damages, the sum of \$1,000.00 for each calendar day thereafter.

The Contractor shall coordinate access to private property with the property owner.

If there is a conflict between the special provisions and any specifications referenced herein, these Special Provisions shall govern. Any references, including those to ASTM or AWWA Standards, shall be references to the most recent version of the document.

Any and all excavation shall require a Joint Utility Locating Information for Excavators, JULIE, which is the Illinois One-Call System for utility locates. The Contractor is responsible for all JULIE requests needed for the site.

The Contractor shall be responsible for locating customer's sewer laterals, water service lines, private electric, invisible fence and other privately owned utilities and protecting them during construction.

Access to businesses and commercial buildings shall be maintained throughout construction.

The Contractor shall not store or stockpile material or equipment in front of driveways during non-work hours.

All excavated, surplus, or removed material and/or earth from the site and the trenches shall be disposed of by the Contractor offsite in a lawful manner. Disposal of excess earth and material shall be considered incidental to the construction.

Omission of a specific item or component obviously necessary for the proper

installation and function of the system shall not relieve the Contractor from the responsibility of supplying that specific item or component and shall be provided at no additional expense to the Owner.

Any additional modification, rehabilitation, removal, and/or replacement items required throughout the project that have not been identified on the Plans or in the Specifications or Special Provisions shall be paid for at the current prevailing wage and at the Illinois Department of Transportation Equipment rates unless a bid item is identified that is similar.

NOTIFICATIONS

The City will give the Contractor the property owners contact information and the Contractor will schedule a preliminary inspection of the property to develop a cost estimate for their work within 14 days. This estimate will be based on the contract unit prices. The City plans to work within one City block at a time.

The Property Owner shall execute a contract with the Contractor and an agreement with the City prior to scheduling the private water service replacement. A copy of this contract will be provided at the pre-bid meeting.

Once the contract and agreement have been obtained by the City, the City will give the contractor a notice to proceed with the water service line replacement at that specific address. The Contractor will schedule the service line replacement with the property owner within 14 days of the notice to proceed or within 14 days after CWLP replaces the city owned portion of the service line.

After the private service line is replaced and all restoration is completed by the Contractor a final inspection and acceptance must be completed.

Compensation for all costs associated with Notification shall be the Contractor's responsibility and shall be considered as incidental to the Work.

ACCESS TO PRIVATE PROPERTY

A majority of the Contractor's work will be on private property. Contractor shall coordinate the improvements with the property owner making accommodations for pets, vehicle placement and site access. Yard damage shall be limited to the area surrounding the improvement.

The Contractor shall take reasonable precautions to protect public and private property. If at any time, public or private property is damaged or destroyed, the Contractor shall, at his own expense, restore such property to a condition equal to existing before such damage.

SAFETY

The Contractor shall conform to all work safety requirements of pertinent regulatory agencies, and shall secure the site for the working conditions in compliance with the same. The Contractor shall erect such signs and other devices as necessary for the safety of the work site.

The Contractor shall perform all of the Work in accordance with applicable OSHA standards. Emphasis shall be placed upon the requirements for entering confined spaces, earth excavation, trenching, and shoring and with the equipment being utilized for service line replacement.

See OSHA revised Subpart P of 29 CFR 1926.650-652 for the Safety Standards as applied to Earth Excavations. Some General Trenching and Excavation Rules are as follows:

1. Keep heavy equipment away from trench edges.
2. Keep surcharge loads at least 2 feet from trench edges.
3. Know where underground utilities are located.
4. Test for low oxygen, hazardous fumes and toxic gases.
5. Inspect trenches at the start of each shift.
6. Inspect trenches following a rainstorm.
7. Do not work under raised loads.

SUBMITTALS

In addition to items required to be submitted herein these Special Provisions or the Specifications, the Contractor shall submit one (1) digital copy of the following prior to beginning the work.

1. Product data covering all materials of construction.
2. Description of installation method and equipment proposed for each service line replacement location. The “trenchless replacement on existing routes” method will be required for each service line replacement location. If local conditions prevent the use of this method a written explanation must be submitted to the Engineer for approval prior to beginning the work. The Engineer reserves the right to require a specific installation method for each service line replacement location.
3. Photos of site conditions before and after the work both inside and outside the residence shall be taken and submitted when all work is complete.
4. Certified payroll records as required in specifications.

Compensation for all costs associated with the work required for the Submittals

shall be considered as incidental to the Work.

TRAFFIC CONTROL

This item of work shall comply with the latest edition of the Manual on Uniform Traffic Control Devices and the IDOT Traffic Standards.

Traffic Control shall be considered as incidental to the Work.

Traffic Control may be required during water service line replacement as well as during pavement removal and replacement.

MATERIALS FOR WATER SERVICE LINES AND CONNECTIONS

1. General Requirements:

All materials shall conform to the manufacturer's latest standard model and the current version of an AWWA Standard herein referenced, except where adjustments must be made to adhere to these specifications. All iron, steel, manufactured products, and construction materials used for this contract must be produced in the United States per the federal Build America, Buy America Act (BABA) signed by President Biden on November 15, 2021. Pub. L No. 117-58, §§ 70901-52.

2. No-Lead Brass:

As required in the Federal Government's "Reduction of Lead in Drinking Water Act" all brass valves, fittings, and meter components shall comply with the U.S. Safe Drinking Water Act and the U.S. Environmental Protection Agency requirements.

All products supplied in this bid, whose wetted surface come into contact with potable (drinking) water shall contain no greater than 0.25% maximum lead as a weighted average. Wetted surfaces are those which are in direct contact with potable water.

All brass fittings and valves shall have the manufacturers name and identifying mark signifying the fitting or valve to be constructed of a "No-lead" brass alloy.

All brass valves and fittings shall be certified by an ANSI accredited test lab per ANSI/NSF Standard 61, Drinking Water Components-Health Effects, Section 8. The lead content of the wetted components in contact with the potable water shall also be verified by an ANSI accredited test lab. If requested an affidavit certifying compliance with the above standards shall be signed and submitted by the manufacturing firm's Quality Assurance or Engineering Manager.

3. Copper Service Pipe:

SP 7

All water service lines shall be copper water tube Type K, for underground service and conforming to ASTM B88 and ASTM B251. The pipe shall be marked with the manufacturer's name or trademark and a mark indicative of the type of pipe. The outside diameter of the pipe shall conform to ASTM B251 Table 2.

Copper Service Pipe will be provided and installed by both CWLP and the Contractor for this project.

Payment for Copper Service Pipe shall be made at the unit price per lineal foot specified.

4. Corporation Stops:

All corporation stops and curb stops shall be fabricated of brass and shall be provided with outlets suitable for copper connections. Fittings for service pipes shall be brass and of the compression type for Type K tubing. Corporation stops shall be the type used for insertion into water mains under pressure and must be compatible with the Mueller B-100 and Mueller A-2 tapping machine. The inlet threads shall conform to the AWWA standard threads per AWWA C800. Brass shall be the only material used in the body, key, stem washer and nut of the corporation stop. The outlet shall be a 'compression connection' for plastic service pipe. The outlet shall also have an extra long skirt on the nut to give added support to the pipe. Corporation stops shall be a full port ball valve. All corporation stops shall be tested and found in compliance with AWWA C800-05, including pressure rating and material composition. The stems of ball valve type corporation stops shall have dual o-ring seals. The corporation stops shall have adequate wrench grip surfaces to aid in connecting the valve to the pipe

Corporation Stops will be provided and installed by CWLP for this project.

5. Coppersetters:

The coppersetters shall be used for connections into new horizontal $\frac{3}{4}$ " or 1" type K copper service lines and shall be of copper and brass construction. Meter placement shall be 24" above the service lines with connections to $\frac{3}{4}$ " meters and 1" meters with coupling nuts that have supporting lips (meter cradle) to hold the meter during installation. A ball valve shall be located on the inlet riser to control flow of water into meter. Two meter gaskets shall be furnished with each copper setter. Coppersetters shall be furnished with integral compression connection type end connections.

Meter setters and accessories shall be manufactured and tested in accordance with applicable section of AWWA C800. The meter setter bar shall be B62 alloy bronze and be the horizontal style with a bracing eye. The setter shall also have a horizontal bracing bar near the mid-point that is soldered to the riser on both ends. Setters shall have lead free solder joints. The copper tubing shall be the same

nominal diameter as the end connections. The ball valve shall have an integral cast quarter turn check and shall have a lock-wing feature to accept a lock. Ball valves to be of the tee head design.

Coppersetters will be provided and installed by CWLP for this project.

6. Meter Boxes – Plastic:

Meter boxes shall be a high quality, heavy duty, crush resistant plastic pipe. They must have a dual-wall construction with a smooth, white colored interior and may have a ribbed/corrugated exterior. They must also be available with inside diameters of 18" and 20". The overall height must be 36" and shall be notched on the bottom sides of the pit. The notch shall be 4" high by 3" wide. Plastic boxes must be compatible with and conform to the cast iron meter box covers specified herein.

Meter Boxes - Plastic will be provided and installed by CWLP for this project.

7. Meter Box Covers:

All meter box covers for 18" and 20" meter boxes shall be cast iron and have a non-recessed lid opening of 11" (nominal), a cover opening of 18" or 20" and a depth of approx. 4". The lid shall have a worm type lock made of bronze with brass washers between the lid and the lock shoulders. The worm gear shall be securely affixed to the lid. The top of the lock is to have a pentagon head placed in a recess in the lid casting. This pentagon nut shall be approximately 1-1/16" tall (measured from base to peak of pentagon) and is hereinafter referred to as the "large" size/style/type of pentagon nut.

All cast iron meter box covers will need to have a 1 3/4" diameter hole drilled in it to allow an AMR meter insert. The hole must not be through an opening in the structure web to prevent excessive weakening of the cover.

Meter Box Covers will be provided and installed by CWLP for this project.

8. Shutoff Ball Valve:

1" and 3/4" standard port ball valves shall be constructed of brass with a compression connection and shall have an integrally cast quarter turn check. 316 stainless steel ball and stem, vinyl insulator on heavy duty, zinc-plated, carbon steel handle. Shutoff Ball Valve must be a domestic product.

Shutoff Ball Valve will be provided and installed by the Contractor for this project.

Payment for Shutoff Ball Valve's shall be made at the unit price per each.

INSTALLATION FOR WATER SERVICES

1. General Requirements:

Water service pipe shall be installed by the Contractor in accordance with these provisions and as specified in the Illinois State Plumbing Code and in Section 41 of the Standard Specifications for Water and Sewer Main Construction in Illinois, Eighth Edition, 2020.

The City reserves the right to require a specific installation method for each service line replacement location. The Contractors must have the tools, equipment and expertise to be able to utilize all three installation methods, including but not limited to horizontal directional drilling.

2. Trenchless replacement on existing routes:

The pipe-splitting method employs the use of a tool pulled through the existing lead or galvanized service line that splits the pipe. The existing lead or galvanized service line remains in the ground and a new service line is pulled into place. Another related method is to disconnect the lead service on each end and to connect a fitting to one side with an extraction device and to connect the new pipe material on the other end in order to pull the new service into place, while removing the existing lead or galvanized service line.

Payment for trenchless replacement on existing routes shall be made at the unit price per lineal foot. Payment shall include connection to copper setter, connection to interior plumbing, core drill and repair of foundation wall and all work or fittings incidental to the water service line installation and not specifically included in other unit prices.

3. Trenchless replacement on new routes:

The directional drilling or pneumatic/hydraulic installation methods of replacing lead or galvanized service lines make use of a pilot hole that is created by drilling pneumatically or hydraulically pushing a rod into the soil from an open access pit at the main or meter pit to an access pit at an area adjacent to the wall where the new service will be connected on the customer's side.

Payment for trenchless replacement on new routes shall be made at the unit price per lineal foot. Payment shall include connection to copper setter, connection to interior plumbing, core drill and repair of foundation wall and all work or fittings incidental to the water service line installation and not specifically included in other unit prices.

4. Open-cut replacement:

The open-cut replacement approach to lead and galvanized service line removal involves the extraction of all the surface treatment and earth material above the level of the pipe.

Payment for open-cut replacement shall be made at the unit price per lineal foot. Payment shall include connection to copper setter, connection to interior plumbing, core drill and repair of foundation wall and all work or fittings incidental to the water service line installation and not specifically included in other unit prices.

EXCAVATION AND SURFACE RESTORATION

1. Subsurface Conditions:

The Contractor must assume the risk of meeting sand, rubbish, buried pavements, and all other unforeseen obstacles. No claim for any amount of money beyond the Contract price of the work will be entertained or allowed on account of the nature of the ground in which the excavation is made, except as defined under "Rock Excavation".

2. Rock Excavation:

This work shall be as defined in Section 20-2 and specified in section 20-5.01 of the Standard Specifications for Water and Sewer Main Construction in Illinois, Eighth Edition, 2020 with the exception of the alterations made in the Special Provision.

Payment for Rock Excavation shall be made at the unit price per cubic yard. The price shall be full compensation for furnishing all materials and for all preparation and excavation of rock.

3. Removal of Pavement, Sidewalk, Driveway, and Curb

Wherever an access pit for trenchless service line installation or a trench for open cut replacement is located along or across and improved surface, the width of the trench shall be held as nearly as possible to the maximum width specified in Article 20-4.05. Where brick or concrete pavement, sidewalk, driveway, or curbing is cut, the width of the cut shall exceed the actual width of the trench by (12) inches on each side. Exposed surfaces of Portland cement or asphaltic concrete shall be cut with a pavement saw by Contractor before breaking. Care shall be taken to insure that a straight joint is sawed.

Prior to pavement replacement, the Contractor shall saw cut any pavement section that CWLP removed during the city owned service line replacement. This includes all pavement, sidewalk, driveway, and curb sections.

4. Trench Backfill (Selected Granular Backfill)

This work shall be as defined in Section 20-5.03 of the Standard Specifications for Water and Sewer Main Construction in Illinois, Eighth Edition, 2020 and Section 208 of the Standard Specifications for Road and Bridge Construction.

The gradation shall be FA-6 unless otherwise stated. The work shall consist of placement of FA-6 at locations where the trench is in existing pavements and/or within two (2) feet of the edge of the pavements, curb, gutter or sidewalk.

The terms trench backfill and selected granular backfill shall be interchangeable.

Compaction of the selected granular backfill shall be done by using Method 1 or 2 from the Standard Specifications of Water and Sewer Main Construction in Illinois.

Payment of trench backfill (selected granular backfill) shall be made at the unit price bid per cubic yard. This work also includes the disposal of the surplus excavated material which is replaced by trench backfill.

5. Backfill (Native Soil)

This item of work shall comply with Section 20-4.06 of the Standard Specifications for Water and Sewer Main Construction in Illinois.

Where selected granular material is not required, suitable material excavated from the trench may be used and shall be considered incidental to the construction of the water service line.

Compaction of the excavated material from the trench shall be done by using Method 1 or 2 from the Standard Specifications of Water and Sewer Main Construction in Illinois.

6. Temporary Surface Over Trench

This item of work shall comply with Section 21 of the Standard Specifications for Water and Sewer Main Construction in Illinois.

This item of work shall consist of placing and maintaining a temporary pavement over the trench at locations indicated by the Engineer.

In pavement areas, the Temporary Surface over the Trench shall be 10-in. of CA-6 or Asphalt millings compacted to existing finished grade.

In sidewalk areas, the Temporary Surface Over Trench shall be 4-in. of CA-6 or Asphalt millings compacted to exiting finished grade.

Temporary Surface over Trench shall be placed over the backfilled trench each day prior to leaving the site at locations indicated by the Engineer.

Payment will be made for the cost of furnishing, placing and maintaining the temporary surface as described and will be paid for the contract unit price per cubic yard for "Temporary Surface Over Trench".

7. Replacement of Pavement, Sidewalk, Driveway, Curb and Structures

The Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (SSRBC), adopted April 1, 2022, Section 105 is applicable for the replacement of pavement, sidewalk, driveways, curbs and structures. The typical pavement repair detail in the appendix shows the cross-section details to be followed for work under this contract.

a. Asphalt Street Patches

Place 10 inches Portland Cement Concrete (IDOT Mix PP-1 or PP-2) to the surface grade, and finish with a broom finish perpendicular to traffic flow.

b. Concrete Street Patches

Place 10 inches Portland Cement Concrete (IDOT Mix PP-1 or PP-2) to the surface grade, and finish with a broom finish perpendicular to traffic flow. The concrete patch placed shall be dowelled to the existing concrete in accordance with IDOT Detail 44201, except that the dowels shall be 1 inch diameter.

c. Brick Street Patches

Contractor and/or CWLP shall carefully remove and stockpile bricks for re-installation. Contractor shall Place 7 inches Portland cement concrete (IDOT Mix PP-1 or PP-2) to the depth of the existing brick plus one inch below the surface grade. Place a bedding sand layer 1 inch in thickness and reset the salvaged (or matching) bricks. Joint sand (IDOT gradation FA-2) shall be spread over the bricks to a depth of ¼ inch. Pavers shall be compacted using a plate compactor, having a plate area of 2.5 to 3.0 square feet and operating at a frequency of 80 to 100 Hz.

d. Oil Mat Surface Street Patches

Place 6 inches of IDOT-gradation CA-6 aggregate, in one compacted lift. Place and compact one 3-inch lift of Hot Mix asphalt (IDOT Mix C, N50) in accordance with Section 408 of the IDOT Standard Specifications for Road and Bridge Construction, latest edition.

e. Concrete Driveway Repairs

CA6 crushed stone compacted in one six inch (6") lift with six inches (6") of reinforced class PP-1 concrete meeting existing driveway grade. Limits of removal and replacement shall be determined by the Engineer.

NOTE: Preformed expansion joints one-half inch (1/2") in thickness, shall be placed at all locations where new work joins old walk

f. Blacktop Driveway Repairs

CA6 crushed stone compacted in six inch (6") lifts with four inches (4") of blacktop in two (2) lifts meeting existing driveway grade.

g. Gravel Driveway Repairs

CA6 crushed stone compacted in one six inch (6") lift meeting existing driveway grade.

h. Sidewalk Repairs

CA6 crushed stone compacted in one six inch (6") lift with four inches (4") of IDOT class SI concrete. In the event of extending across a driveway, the concrete will be six inches (6") thick to meet existing grade. NOTE: Preformed expansion joints one-half inch (1/2") in thickness, shall be placed at all locations where new work joins old walk. This material shall extend the full depth of the new walk. Where new concrete walk joins old brick walk the expansion joint shall be placed at a regular joint with a minimum of eighteen inches (18") of walk tied into brick walk. Work to be considered incidental to sidewalk replacement.

i. Concrete Curbs, Concrete Curbs and Gutters and Concrete Steps

Replace curb and gutter with type matching existing, using IDOT class SI concrete in accordance with Section 606 of the IDOT Standard Specifications for Road and Bridge Construction, latest edition.

Prior to replacement all concrete curbs, concrete curbs and gutters, and concrete gutters shall be sawed full depth to provide a neat vertical face. The installation of Concrete Steps is to be done in compliance with Section 503 of the SSRBC.

Payment for Removal and Replacement of Pavements and Driveways will be made at the contract unit price per square yard for the type of pavement or driveway replaced. The price shall include saw cutting.

Payment for Removal and Replacement of Concrete Sidewalk will be made at the contract unit price per square foot for Concrete Sidewalk Removal and Replacement. The price shall include saw cutting.

Payment for Removal and Replacement of Concrete Curbs, Concrete Curbs and Gutters and Concrete Steps will be made at the contract unit price per lineal foot. The price shall include saw cutting.

8. Restoration of Existing Facilities and Cleanup

Any private utility, including field tile, roof drain, buried cable, storm or sanitary sewer that are damaged by the Contractor's operations, shall be replaced at the

Contractor's expense. All other utilities shall be protected in accordance with JULIE state law.

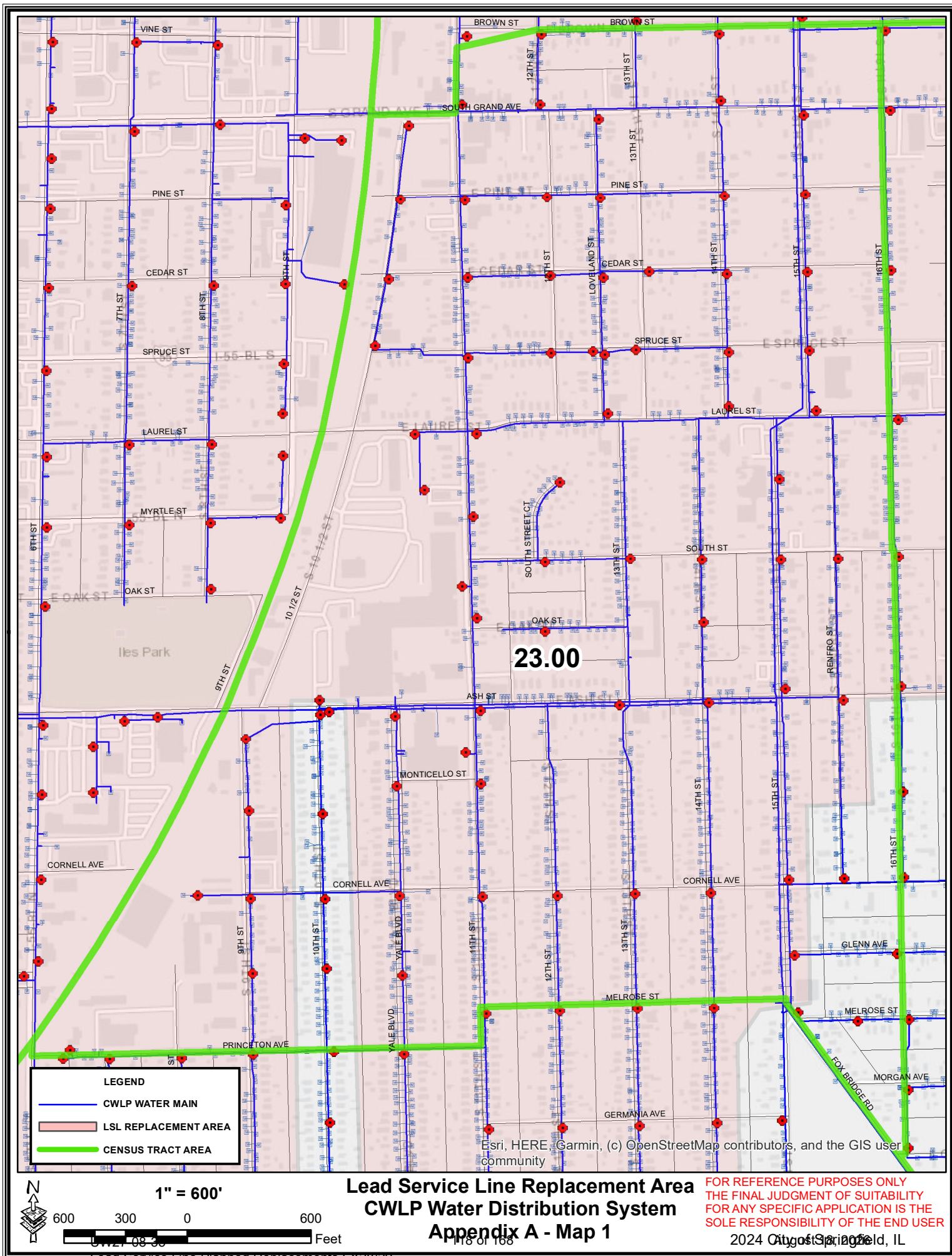
9. Topsoil, Seeding and Hydro-Mulch

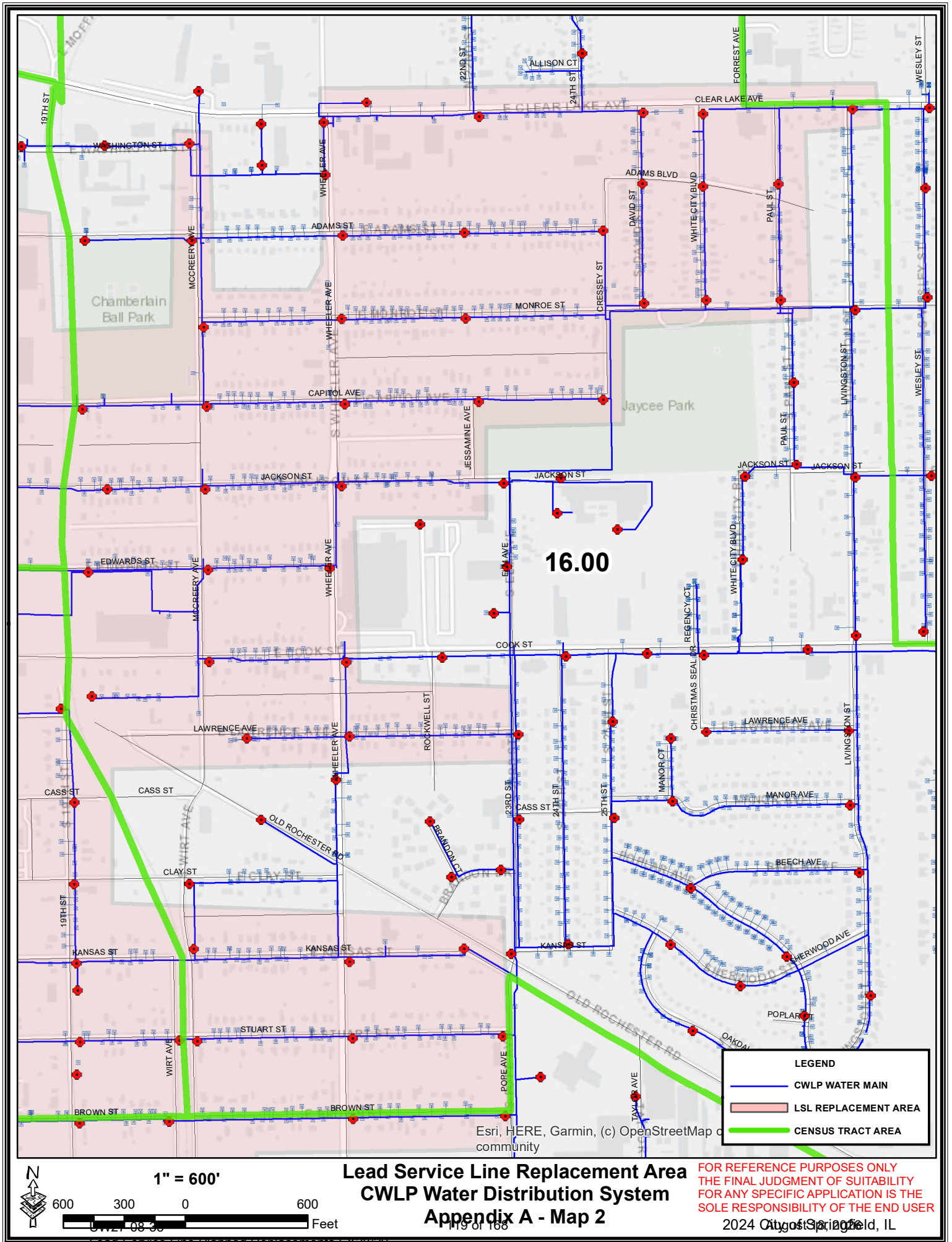
The seed bed shall be filled with dirt to an elevation to allow for settling. The dirt will be power raked or tilled to loosen the soil in preparation for seed. Prior to seeding, the soil will need to be free of all large rocks or pieces of old sod. Topsoil shall be placed at a six inch (6") minimum thickness and shall conform to Article 211.02, SSRBC. Any seeded area where the seed bed is not found to be acceptable by the engineer will be reworked and reseeded at no additional cost.

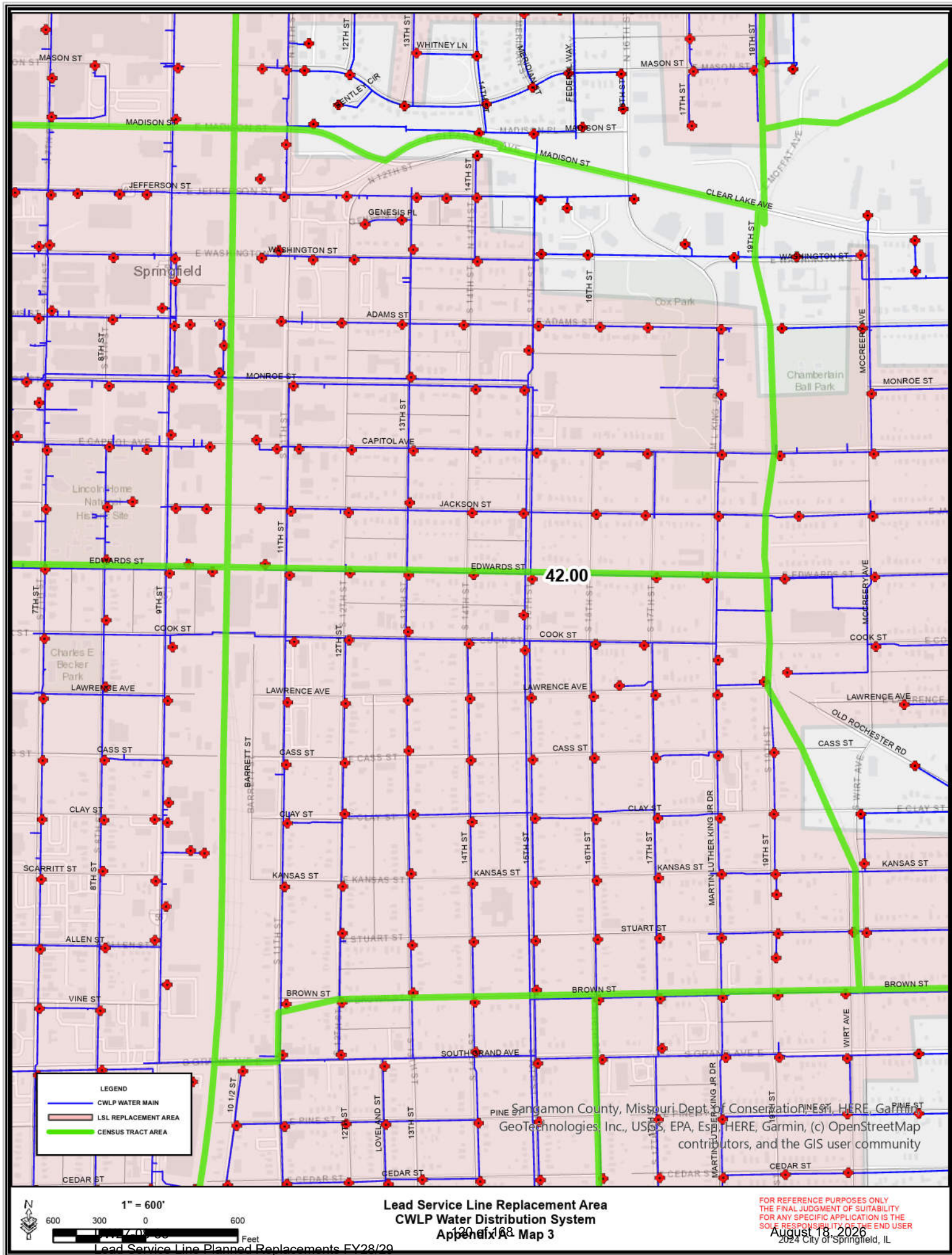
All prepared seed beds shall be seeded in accordance with Section 250 of IDOT Standard Specifications. The seed shall be a mix containing a combination of perennial rye grass and creeping red fescue equaling 65-80%, and 20-35% Kentucky bluegrass. The selected seed mix shall be approved by the Engineer prior to ordering. The seed will be broadcasted by hand or mechanical spreader directly on the soil and then covered by hyro-mulch.

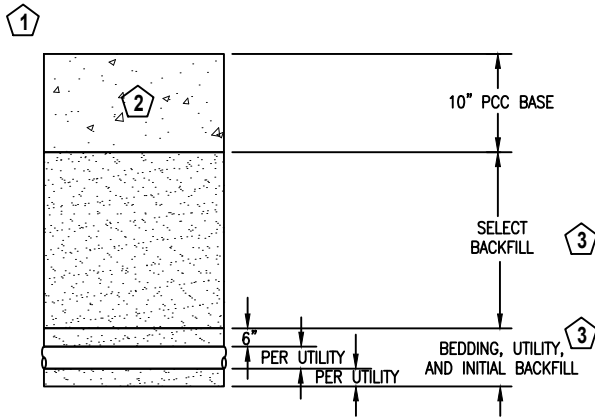
All seeded areas will be hydro-mulched in accordance with Section 251 method 3 of the IDOT Standard Specifications. Special care will be taken to contain the hydro-mulch to the seed bed and off of sidewalks, roadways and or anything else near the seeded area. Other IDOT seeding methods may be used if approved prior to application by the Engineer.

Payment for Topsoil, Seeding and Hydro-Mulch will be paid at the contract unit price per square yard.



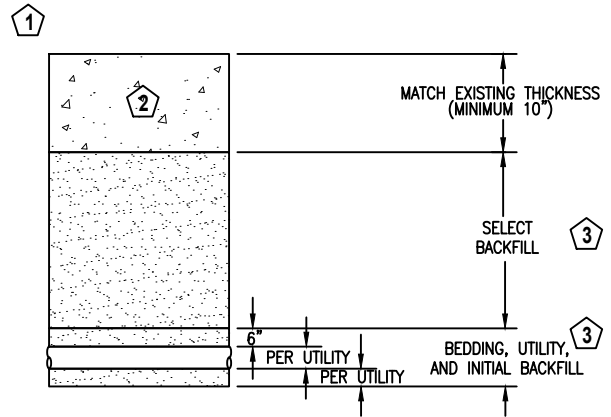






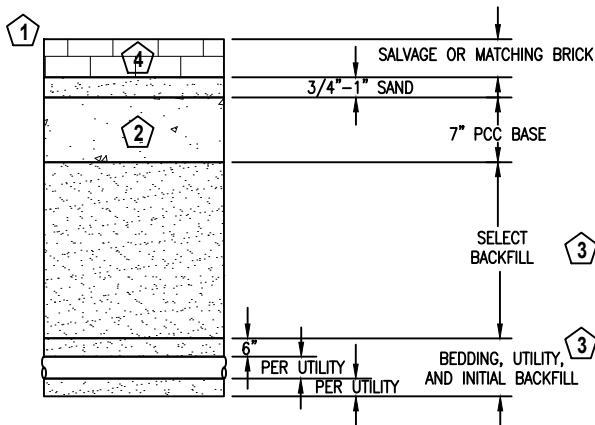
TYPICAL HMA PAVEMENT REPAIR DETAIL

NTS



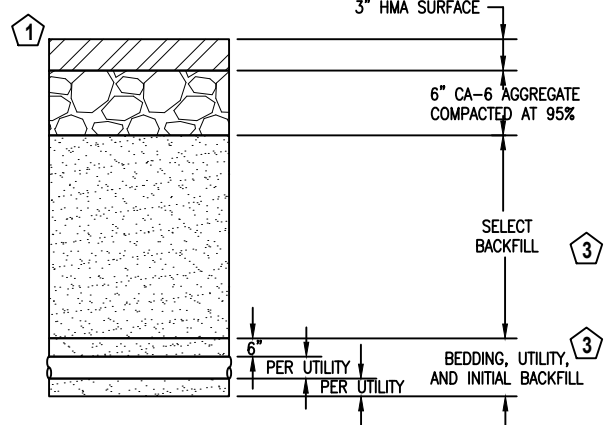
TYPICAL PCC PAVEMENT REPAIR DETAIL

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TYPICAL BRICK STREET REPAIR DETAIL

NTS



TYPICAL OIL MAT STREET REPAIR DETAIL

NTS

LEGEND

	PROPOSED HMA PAVEMENT
	PROPOSED PCC PAVEMENT
	PROPOSED BRICK
	PROPOSED CA-6 AGGREGATE
	PROPOSED SELECT BACKFILL

KEYED NOTES

- 1 SAWCUT ALL SIDES OF EXISTING PAVEMENT PRIOR TO REMOVAL. FACES SHALL BE SAWCUT AGAIN PRIOR TO REPAIR IF THE EXPOSED FACES ARE DAMAGED.
- 2 PCC SHALL BE IDOT CLASS PP-1.
- 3 BACKFILL SHALL BE PLACED AND MECHANICALLY COMPACTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION IN ILLINOIS.
- 4 BRICK SHALL EITHER BE THE SALVAGED BRICK FROM THE REMOVAL PROCESS OR SHALL BE MATCHING BRICK. MATCHING BRICK SHALL MATCH IN EACH DIMENSIONS, COLOR AND TEXTURE. CONCRETE PAVING BLOCKS ARE NOT ACCEPTABLE.

GENERAL NOTES

1. ALL PAVEMENT OPENINGS SHALL BE IDENTIFIED AND COORDINATED WITH CWLP PRIOR TO CONDUCTING THE WORK.
2. TYPICAL UTILITY LOCATES SHALL BE CONDUCTED BY USE OF CORE DRILL AND A VACUUM TRUCK KEEPING PAVEMENT OPENING TO A MAXIMUM OF 1 SF OR LESS. BRICK STREETS SHALL HAVE THE BRICKS REMOVED, IN LIEU OF USING A CORE DRILL.

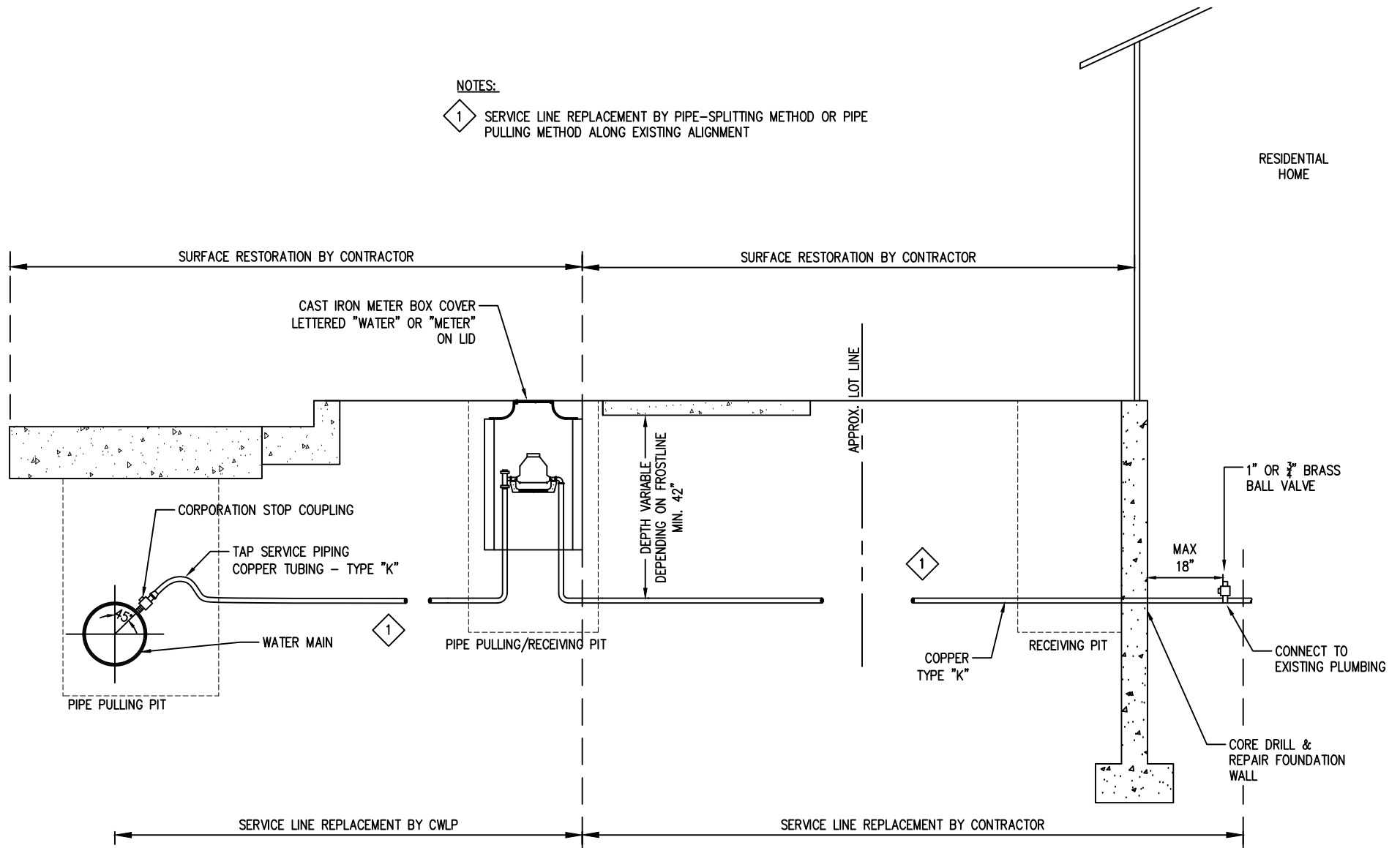
Typical Pavement
Repair Detail

Appendix B

NOTES:



SERVICE LINE REPLACEMENT BY PIPE-SPLITTING METHOD OR PIPE PULLING METHOD ALONG EXISTING ALIGNMENT



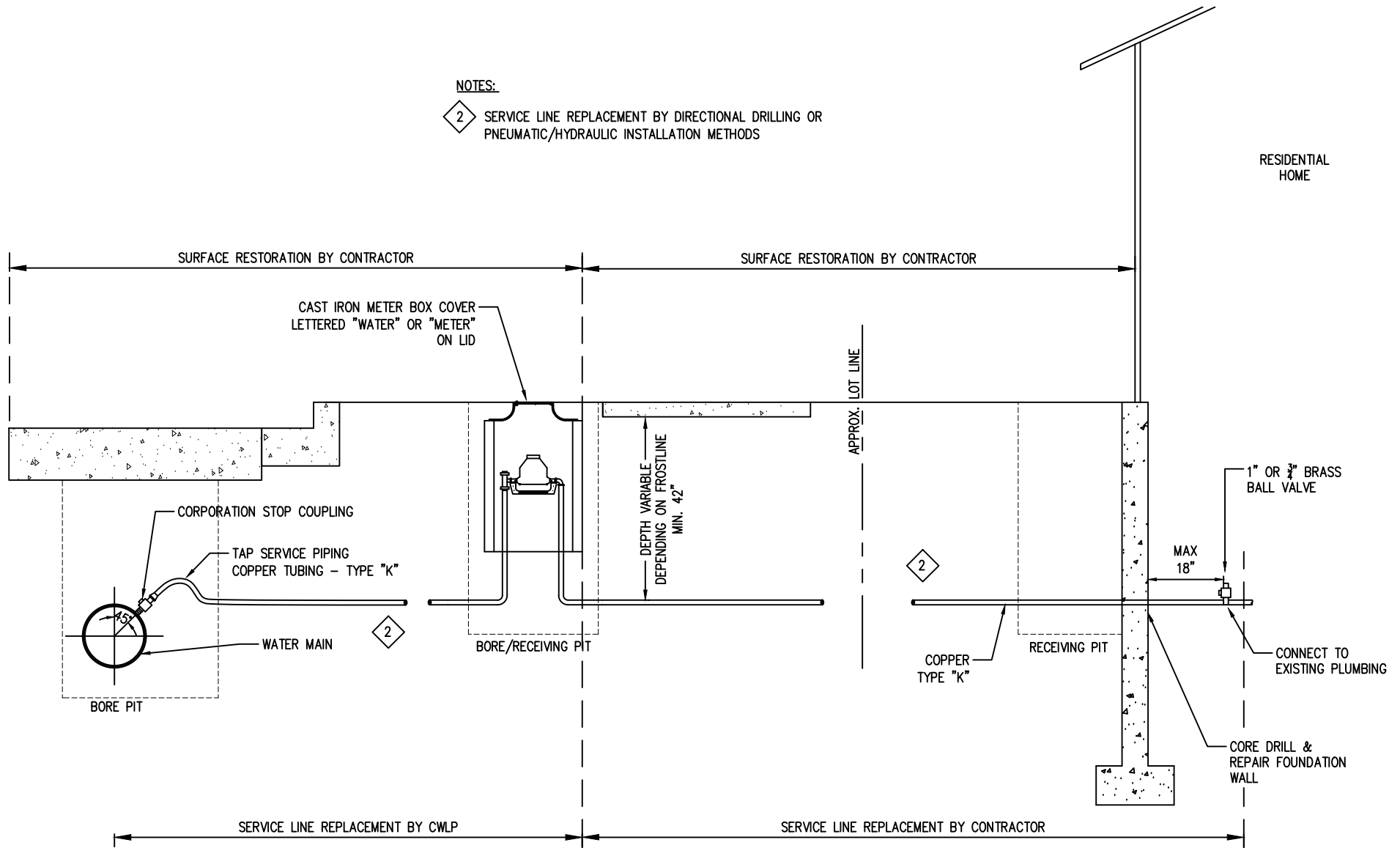
CONTRACTOR'S SCOPE:

1. REPLACE CUSTOMER'S LEAD OR GALVANIZED SERVICE LINE WITH 1" OR 3/4" TYPE K COPPER FROM METER PIT INTO EXISTING HOME (18" MAXIMUM INSIDE HOME FROM FOUNDATION WALL).
2. INSTALL 1" OR 3/4" BRASS BALL VALVE AND CONNECT TO EXISTING PLUMBING WITHIN 18" OF INTERIOR FOUNDATION WALL.
3. REPAIR BASEMENT WALL AND FLUSH AIR OUT OF HOUSEHOLD PLUMBING.
4. SIDEWALK AND ROADWAY REPAIRS AS NEEDED. THIS INCLUDES REMOVING CWLP'S TEMPORARY SURFACE OVER TRENCH WITHIN THE ROADWAY, DRIVEWAY OR SIDEWALK AND INSTALLING PERMANENT ROADWAY, DRIVEWAY OR SIDEWALK PATCH AND REPLACE CURB AS NEEDED.
5. SURFACE RESTORATION OF THE YARD.
6. ALL BACKFILL AND RESTORATION WILL BE PER SPECIFICATIONS.

Trenchless replacement
on existing routes

NOTES:

- 2 SERVICE LINE REPLACEMENT BY DIRECTIONAL DRILLING OR PNEUMATIC/HYDRAULIC INSTALLATION METHODS



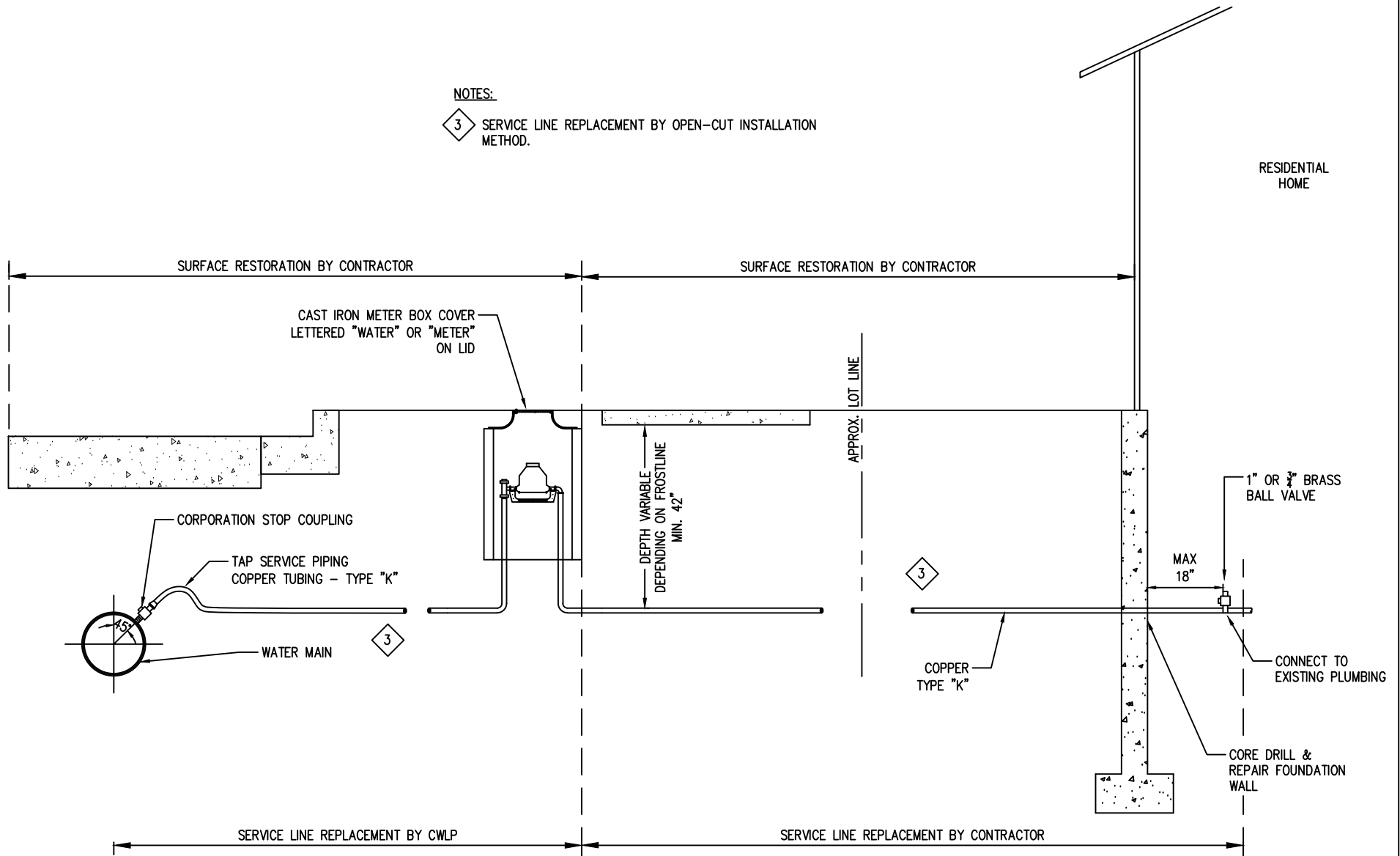
CONTRACTOR'S SCOPE:

1. REPLACE CUSTOMER'S LEAD OR GALVANIZED SERVICE LINE WITH 1" OR 3/4" TYPE K COPPER FROM METER PIT INTO EXISTING HOME (18" MAXIMUM INSIDE HOME FROM FOUNDATION WALL).
2. INSTALL 1" OR 3/4" BRASS BALL VALVE AND CONNECT TO EXISTING PLUMBING WITHIN 18" OF INTERIOR FOUNDATION WALL.
3. REPAIR BASEMENT WALL AND FLUSH AIR OUT OF HOUSEHOLD PLUMBING.
4. SIDEWALK AND ROADWAY REPAIRS AS NEEDED. THIS INCLUDES REMOVING CWLP'S TEMPORARY SURFACE OVER TRENCH WITHIN THE ROADWAY, DRIVEWAY OR SIDEWALK AND INSTALLING PERMANENT ROADWAY, DRIVEWAY OR SIDEWALK PATCH AND REPLACE CURB AS NEEDED.
5. SURFACE RESTORATION OF THE YARD.
6. ALL BACKFILL AND RESTORATION WILL BE PER SPECIFICATIONS.

**Trenchless replacement
on new routes**

NOTES:

- 3 SERVICE LINE REPLACEMENT BY OPEN-CUT INSTALLATION METHOD.



CONTRACTOR'S SCOPE:

1. REPLACE CUSTOMER'S LEAD OR GALVANIZED SERVICE LINE WITH 1" OR 3/4" TYPE K COPPER FROM METER PIT INTO EXISTING HOME (18" MAXIMUM INSIDE HOME FROM FOUNDATION WALL).
2. INSTALL 1" OR 3/4" BRASS BALL VALVE AND CONNECT TO EXISTING PLUMBING WITHIN 18" OF INTERIOR FOUNDATION WALL.
3. REPAIR BASEMENT WALL AND FLUSH AIR OUT OF HOUSEHOLD PLUMBING.
4. SIDEWALK AND ROADWAY REPAIRS AS NEEDED. THIS INCLUDES REMOVING CWLP'S TEMPORARY SURFACE OVER TRENCH WITHIN THE ROADWAY, DRIVEWAY OR SIDEWALK AND INSTALLING PERMANENT ROADWAY, DRIVEWAY OR SIDEWALK PATCH AND REPLACE CURB AS NEEDED.
5. SURFACE RESTORATION OF THE YARD.
6. ALL BACKFILL AND RESTORATION WILL BE PER SPECIFICATIONS.

Open-cut replacement

SECTION IV

4. TERMS AND CONDITIONS

4.1. Ex Parte Communication

Please note that to insure the proper and fair evaluation of a proposal or bid, the City of Springfield prohibits ex parte communication (i.e., unsolicited) initiated by the Bidder to a City Official (i.e. City Aldermen, Mayor, etc.) or Employee evaluating or considering the proposal/bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone calls, email and personal visit. Communication between Bidder and the City shall be directed in writing to the Purchasing Agent or designated contact person only. The Purchasing Agent will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the proposal/bid and repeat offenders may be disqualified from future projects.

4.2 Bid Security

The City will not consider bids covering only a portion of the Specifications except as specifically required or permitted therein. In case of any conflict between the bidder's proposal and the Specifications contained in Section III, the Specifications contained therein shall be controlling.

- (a) Bids will not be considered unless they are accompanied by bid security in the form of a Certified Check, Cashier's Check, Bank Draft, Bank Money Order or a Satisfactory Bid Bond payable to the City of Springfield, Illinois, in the amount or percentage stated in Section I – Introduction as a guarantee that the bidder will enter into a contract with the City if the bid is accepted.
- (b) Bids and bid security shall be delivered in a **separate sealed envelope** marked and addressed as provided under 'Contact Information' located in section 1.3. All bid security must be identified with the Contract Index Number.
- (c) A permanent bid bond, or annual bid bond, may be placed on file with the Office of Budget and Management, in lieu of delivering said bond with the proposal.
- (d) Bid security will be returned to all bidders upon award of contract, or rejection of bids.
- (e) The City reserves the right to retain the lowest responsible bidders bid security for failure to enter into a contract.

4.3. Withdrawal of Bid

No bidder may withdraw its bid for a period of one hundred (100) days from the date of opening bids.

4.4. Delivery & Payment Terms

All materials shall be delivered DDP, Incoterms® 2020 Springfield, IL FREIGHT PREPAID. Delivery will be considered in making the award and the Bidders/Consultants shall state, in the

spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the City Purchasing Agent may be considered a breach of faith.

If payment terms are not indicated, terms of NET 45 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

4.5. Full Pricing and Contingencies

Please quote your best net price including delivery and discounts to meet the approval of the City. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City. The City shall hold the successful Bidder/Consultant to the bid pricing. Additional charges for contingencies discovered by the Bidder/Consultant at any time after the date of the opening of this bid may not be considered for payment by the City.

4.6. Substitutions

The Specification may, in some areas, be unique to a particular brand of product or type of service. If this situation exists, equal consideration will be given to all Bidders/Consultants whose items, in the opinion of the City, meets or exceeds performance in these areas.

4.7. Bid Evaluation

Bids will be evaluated and awarded to the lowest responsible, responsive Bidder. The quality of the services, conformity with the specifications, suitability to the requirements, delivery terms including length of time for delivery, qualifications and references will be taken into consideration in making an award. The City will be the sole judge of acceptability of any products offered.

4.8. Quality

The scope of work or specification is intended to procure a quality product or service. Quality must be proven to the satisfaction of the City to meet or exceed requirements as set forth in the scope of work. Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The City will be the sole judge of acceptable products/services. Unacceptable products/services will be rejected and suitable price adjustments be made.

It is the bidder's task to be familiar with the referenced items and to offer only products/services of equal or greater quality. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, may be returned at the Bidder's risk and expense.

4.9. Recourse for Unsatisfactory Materials

Payment shall be contingent upon the City's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the City's satisfaction by the successful bidder/consultant at no additional charge.

4.10. Investigation

Consultants must acquaint themselves with the policies of the City and may do so by contacting the Purchasing Agent. All questions as to the meaning of the scope of work must be resolved prior to the

bid submission deadline. It is the Consultant's responsibility to check with Central Purchasing Department prior to submitting their bid to ensure that they have received all Addenda issued.

4.11. Proof of License, Permit, Etc.

Consultants must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., as stated in the scope of work/specifications section. It is the Consultant's responsibility to inquire about requirements of performing the job with the requesting department contact person.

4.12. Waiver

(a) In awarding a contract pursuant to sealed competitive bidding, the City Council may waive any variation from the bid requirements or defect in a bid which does not materially affect the competitive nature of the bid, is not in violation of any ordinance, statute or law and does not prejudice the rights of the public.

(b) The City Purchasing Agent may request clarification of a bid or any part thereof. Clarification shall mean the communication between the City and the bidder regarding the bid. Such communication shall not change the bid, the competitive nature of all bids or violate any ordinance, statute or law.

4.13. Specifications

The Specification may in some areas, be unique to a particular brand of product or type of service. If this situation exists, equal consideration will be given to all Bidders/Consultants whose items, in the opinion of the City, meets or exceeds performance in these areas.

4.14. Default By Bidders/Consultants/Contractor

In the event of default by Bidder/Consultants/Contractor, the City reserves the right to procure the services from other sources, and hold the Bidders/Consultants/Contractors liable for any excess costs occasioned thereby. Additionally, a contract shall not be assignable by the Bidders/Consultants/Contractors in whole or in part without the written consent of the City of Springfield.

4.15. Performance and Payment Bond

(a) The City may require Contractors to furnish a satisfactory performance bond and a bond for the payment of all materials used and for all labor performed in such work with good and sufficient sureties in amounts up to one hundred percent of the contract sum. In such case the Contractor shall also include in the bond a provision guaranteeing the faithful performance of any prevailing wage requirement.

(b) If, in the opinion of the City Purchasing Agent, such bonding is in the public interest the requirement shall be set forth in the Specifications contained in Section II of this booklet.

(c) When required by the Specifications, the Contractor shall furnish said bond within fourteen (14) calendar days after notification of the bid award. Failure to furnish a performance bond and a payment bond within the period specified shall be cause for rejection of the bid and any bid security may be retained by the City as payment for damages

4.16. Termination

Failure to comply with the terms and conditions as herein stated shall be cause for termination of the contract. The City will provide a written notice of unsatisfactory performance and the Bidder/Consultant or Bidders/Consultants will be allowed adequate time, typically thirty (30) days, to take corrective action and accomplish satisfactory performance. If at the end of the stated time to correct, the City may deem that the Bidder/Consultant or Bidders'/Consultants' performance is still unsatisfactory, the contract may be terminated. The exercise of its right of termination shall not limit the City's right to seek any other remedies allowed by law. The City's may also terminate the contract immediately if the applicable federal, state or City funding sources terminate or suspend funds, fail to appropriate funds, or otherwise make funds available for the contract.

4.17. Rejection of Bids, Waivers or Irregularity

The City reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the City. Any such decision shall be final. Any and all bids received in response to an advertisement may be rejected by the Mayor.

4.18. Prevailing Wage

See Addendum 7.1. (If Addendum 7.1 is not attached, this Section does not apply)

4.19. Responsible Bidder

To be considered a responsible bidder on a construction contract, a bidder must comply with all of the following requirements and present satisfactory evidence of that compliance to the appropriate construction agency:

- (1) The bidder must comply with all applicable laws concerning the bidder's entitlement to conduct business in Illinois.
- (2) The bidder must comply with all applicable provisions of the Prevailing Wage Act.
- (3) The bidder must comply with Subchapter VI ("Equal Employment Opportunities") of Chapter 21 of Title 42 of the United States Code (42 USC 2000e and following) and with Federal Executive Order No. 11246 as amended by Executive Order No. 11375.
- (4) The bidder must have a valid Federal Employer Identification Number or, if an individual, a valid Social Security Number.
- (5) The bidder must have a valid certificate of insurance showing the following coverages: general liability, professional liability, product liability, workers' compensation, completed operations, hazardous occupation, and automobile.
- (6) The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.
- (7) For contracts with the City of Springfield, the City may establish additional requirements for responsible bidders. These additional requirements, if established, shall be set forth together with the other criteria contained in the invitation for bids, and shall appear in the appropriate volume of the Illinois Procurement Bulletin.

(8) The bidder must submit a signed affidavit stating that the bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract.

(9) The bidder must not have any judgment or convictions of any federal, state or local law or regulation. The bidder must also disclose any pending case pertaining to a violation of any federal, state or local law or regulation.

4.20. Local Preference Policy

~~In accordance with the requirements of Section 38.45 of the City Purchasing Code, it is the policy of the City of Springfield to afford local vendors preference in the selection of the successful bidder if (1) the lowest bidding vendor is a responsible bidder and (2) the lower responsible bidders are not local vendors and (3) the lowest bidding local vendors bid is higher than the nonlocal vendor by no more than five (5) percent in the case of a city local vendor or by no more than three (3) percent in the case of a county local vendor.~~

~~Definitions—As used in this section the following definition shall apply unless the context otherwise requires: A local vendor means a bidder has established and maintained a physical presence in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, by virtue of the ownership or lease of all or a portion of a commercial building for a period of not less than twelve consecutive months prior to the submission of a bid; and the local vendor employs a minimum of two full-time employees at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor; and those employees spend the majority of their work time at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, in the case of a county local vendor; and the local vendor is legally authorized to conduct business within the State of Illinois and the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor.~~

~~This provision shall not be applied to a contract if the funding source prohibits it through law, rule or regulation.~~

4.21. Local Labor Policy

See Addendum 7.3. (If Addendum 7.3 is not attached, this Section does not apply).

4.22. Security

The Bidder/Consultant represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or an entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated or Blocked Person. The Bidder/Consultant further represents and warrants to the City that the Bidder/Consultant and its principals, shareholders, members, partners, or affiliates as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Bidder/Consultant hereby agrees to defend, indemnify and hold harmless the City of Springfield, and all City elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and

expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

4.23. Indemnification

Bidder/Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Bidder's/Consultant's legal counsel unacceptable, then Bidder/Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Bidder/Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of Illinois and will survive termination of this Agreement.

4.24. Multi-year Contracts

The City's fiscal year ends on the last day of February. The City's obligations on multi-year contracts and contracts extending from one fiscal year to another shall terminate immediately and without further payment being required if the City Council or applicable federal/state funding sources fail to appropriate, or otherwise make available, funds for the contract.

4.25. Severability

If any provision of this contract or any applications thereof is held invalid, such invalidity shall not affect other provisions or applications which can be given effect without such invalid provision or application.

4.26. Choice of Law and Forum

This contract is to be construed in accordance with the laws of the State of Illinois and any legal proceeding of any kind shall be filed in the Circuit Court of Sangamon County, Springfield, Illinois.

4.27. Execution of Contract

- (a) The successful bidder will be required to execute the Contract Execution Page on the form provided in Section 8 of this booklet with signature acknowledged and signed in the manner set forth here.
 - 1) In case of a corporation, the full legal name of the corporation and title of the officer signing must be stated, and any officer signing must be thereunto duly authorized to bind the corporation (the City reserves the right to require a certified copy of that section of Corporate Bylaws or other authorization by the Corporation which permits the person to execute the offer for the Corporation).
 - 2) In the case of a partnership, the signature of at least one of the general partners must follow the firm name, using the term "member of the firm" or similar designation.

- 3) In case of a sole proprietorship, the signature of the owner must follow the firm name using the term "doing business as," "sole owner," or similar designation.
- 4) In all cases the name of the individual signing shall be typed or printed below the signature.

(b) The City reserves the right to require of any bidder, such information necessary to satisfy the City of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

4.28. Freedom of Information Act

Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "ACT") places an obligation on the City to produce certain records that may be in possession of the Contractor and the Contractor's bid documents after a final award has been made. Contractor shall comply with the retention and documentation requirements of the Local Records Retention Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

4.29. Preference to Veterans

In accordance with the provisions of 330 ILCS 55/1 *et seq.*, in all employment to fill positions in the construction, addition to, or alteration of all public works contracted for by the City of Springfield, preference shall be given to persons who were engaged in the military or naval service of the United States in times of war and who were honorably discharged therefrom, and all persons who were engaged in such military or naval service during any of said times of war, who are now or may hereafter be on inactive or reserve duty in such military or naval service, who were honorably discharged therefrom, not including, however, persons who were convicted by court martial of disobedience of orders, where such disobedience consisted in the refusal to perform military service on the ground of alleged religious or conscientious objections against war. But such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper discharge of the duties of such employment. No person contracting for such public works is required to give preference to veterans, not residents of the City, over residents thereof, who are not veterans.

4.30. Employment of Illinois Workers on Public Works Projects

(a) In accordance with the provisions of 30 ILCS 570/1 *et seq.*, whenever there is a period of excessive unemployment in Illinois, every Contractor on a public works project or improvement shall employ only Illinois laborers on such project or improvement provided that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City Purchasing Agent.

(b) A "period of excessive unemployment" as defined by this Act means any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

(c) Commitment for Equal Employment Opportunity – Contractor shall adhere to the provisions of Chapter 93 of the 1988 City of Springfield Code of Ordinances, as amended, and particularly Section 93.09 regarding prohibition of unfair employment practices, and Section 93.13 regarding affirmative action programs.

Pursuant to Article VII, Chapter 38, Sections 38.62 and 38.63, of the Code of Ordinances of the City of Springfield, the City has a policy to promote and encourage: (1) the continuing economic development of minority and female owned and operated businesses; and (2) that minority and female owned and operated businesses participate in the City's procurement process as both prime and subcontractors. The Contractor shall adhere to all such provisions of Chapter 38 as relates to Equal Employment Opportunity and Affirmative Action.

(d) Preference for Domestic Products - In accordance with the requirement of Section 38.35 of the City Purchasing Code authorizing the Purchasing Agent to "take into account other pertinent considerations" in the award of contracts, it is the policy of the City of Springfield that when all other financial considerations of bids are substantially equal, preference shall be afforded in the selection of the successful bidder to companies that offer domestic products. Pursuant to the Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*, all steel products used or supplied in the performance of public works contracts or subcontracts thereto involving an expenditure of \$500.00 or more shall be manufactured in the United States.

(1) Definitions - As used in this section the following definitions shall apply unless the context otherwise "Product" means any article, material or supply, whether manufactured or non-manufactured, that is to be acquired by the City.

"Domestic Product" means a non-manufactured product that has been mined or produced in the United States, or a manufactured product determined to be domestic in accordance with the rules for determination of origin prescribed below "United States" means the several States, the Commonwealth of Puerto Rico, the District of Columbia, Guam, American Samoa, the Virgin Islands, and the Commonwealth of Northern Mariana Islands.

"Substantially Equal" means that the successful bid is within two percent (2%) of the next lowest responsible bid. However, the bids shall not be substantially equal where the two percent difference is equal to or greater than Ten Thousand Dollars (\$10,000.00).

(2) Determination of Origin - In order for a manufactured product to be considered a domestic product the cost of the domestic components must exceed fifty percent (50%) of the cost of all its components, and the final assembly of the components to form the end product must take place in the United States.

In determining the origin of components, each component must be treated as either entirely domestic or entirely foreign, based on the place where the component is mined, produced, or manufactured. Components of unknown origin must be treated as foreign. The origin of subcomponents of components is immaterial.

Transportation costs to the place of incorporation into the end product and, in the case of foreign components, applicable duties, must be included in determining component costs. The cost of a component is the price that a manufacturer must pay to a Subcontractor or supplier for components. If the component is manufactured by the bidder or offeror, the cost of the component is the cost of labor and materials incorporated into the component and an allowance for profit and administrative and overhead costs attributable to that component under normal accounting principles.

“Component” means any article, material, or supply, whether manufactured or unmanufactured, directly incorporated into a product at the point of final assembly. In construction projects, materials delivered to the job site and incorporated directly into the improvement are components.

- (3) Waiver by the City - The requirements of this Section may be waived where the Purchasing Agent and the Director of the Office of Budget and Management or their designees, jointly certify in writing to the Mayor that:

The City is in need of products, including spare parts, in order to either economically operate equipment or systems procured by the City prior to the effective date of this ordinance, or to meet public health, safety, or welfare concerns; or

The specified products are not manufactured or produced in the United States in sufficient commercial quantities or of a satisfactory quality to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or

Federal or State funding could be jeopardized or the application of this requirement would otherwise be inconsistent with the best interest of the City.

4.31. Change Orders and Modifications

Any and all change to the contract, including change orders, shall be requested in writing to the Purchasing Agent or designated contact person, including the reason(s) and supportive documentation for the requested change. Any and all change orders shall also comply with and be subject to Section 33E-9 of the Illinois Criminal Code.

4.32. Specifications Shall Control

In case of any conflict between these Instructions and the Specifications contained in Section 4 “Scope of Work” and Section 5 “Proposal Pricing”, the Specifications contained therein shall control.

4.33. Asbestos

Unless otherwise provided in the Specifications, Contractors are forbidden to disturb any material suspected of containing asbestos. Asbestos has traditionally been used in insulating materials, fireproofing, acoustical products and roofing materials. The Contractor shall pay particular attention to

these areas. If the Contractor has any questions about any material, he should contact the Department of Building and Zoning at (217)789-2171.

4.34. Sales Tax Exemption

- (a) Pursuant to State law, the City of Springfield is exempt from the payment of sales tax on any item it buys directly from a supplier. If the Contractor purchases items for the use of the City, the Contractor is also exempt from sales tax on items which at the end of the project become the property of the City of Springfield.
- (b) Items which do not become the property of the City and items which are used up in construction (an example would be fuel oil for machinery) are taxable. Any questions about the taxability of specific items can be resolved by the Illinois Department of Revenue.

4.35. Entire Contract Clause

"Contract Documents" or "Documents" as used herein, shall refer to the Notice, Instructions to Bidders and General Conditions, Specifications and Drawings (if applicable), Proposal Form and Bid Sheet, the Contract Execution Page and any applicable addenda and any modifications thereof incorporated in the Documents. The Contract Documents form the entire contract and represent the final agreement between the parties' subject only to modifications hereinafter agreed upon in writing and signed by the parties in accordance with these instructions.

4.36. Applicable Laws and Acts

The bidder's attention is directed to the fact that all applicable federal, state and municipal laws, ordinances, rules and regulations, and codes of all authorities having jurisdiction shall apply to the Contract Document throughout and they are deemed to be included herein the same as though herein written out in full; including but not limited to the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, and Percentages of city resident work hours on construction projects with an estimated contract value of \$100,000 or more. Failure to comply with Federal, State, and Local Laws on prior bids and prior contract work may result in disqualification of a bidder on a subsequent bid. Contracts subject to bidding requirements shall be awarded to the lowest responsible bidder which includes consideration of a bidder's compliance with Federal, State, and Local Laws. (See Section 38.35 of the City Code)

REQUIRED FORMS

**SECTIONS 5 & 6 OF THIS
BOOKLET NEED TO BE
SUBMITTED FOR BIDDING
IN ADDITION TO PAGES IN
SECTION 3.1**

<u>SECTION V</u>

5. PROPOSAL PRICING

PRICE PAGE FOR
LEAD SERVICE LINE PLANNED REPLACEMENTS

<u>Item #</u>	<u>Item</u>	<u>Unit</u>	<u>Approx. Quantity per Service</u>	<u>Approx. Number of Services w/ that Quantity</u>	<u>Approx. Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	1" Type K, Copper Service Pipe	L.F.	50	15	750	\$_____	\$_____
2	3/4" Type K, Copper Service Pipe	L.F.	50	375	18750	\$_____	\$_____
3	1" Shutoff Ball Valve	Ea.	1	15	15	\$_____	\$_____
4	3/4" Shutoff Ball Valve	Ea.	1	375	375	\$_____	\$_____
5	Trenchless Replacement on Existing Routes	L.F.	50	330	16500	\$_____	\$_____
6	Trenchless Replacement on New Routes	L.F.	50	30	1500	\$_____	\$_____
7	Open-Cut Replacement	L.F.	50	30	1500	\$_____	\$_____
8	Rock Excavation	C.Y.	1	10	10	\$_____	\$_____
9	Trench Backfill (Select Granular Backfill) (FA-6)	C.Y.	4	170	680	\$_____	\$_____
10	Temporary Surface Over Trench (CA-6)	C.Y.	1	30	30	\$_____	\$_____
11	Asphalt Street Removal and Replacement	S.Y.	8	140	1120	\$_____	\$_____
12	Concrete Street Removal and Replacement	S.Y.	8	35	280	\$_____	\$_____
13	Brick Street Removal and Replacement	S.Y.	8	15	120	\$_____	\$_____
14	Oil Mat Street Removal and Replacement	S.Y.	8	65	520	\$_____	\$_____
15	Concrete Driveway Removal and Replacement	S.Y.	8	20	160	\$_____	\$_____
16	Blacktop Driveway Removal and Replacement	S.Y.	8	20	160	\$_____	\$_____
17	Gravel Driveway Removal and Replacement	S.Y.	8	20	160	\$_____	\$_____
18	Concrete Sidewalk Removal and Replacement	S.F.	30	170	5100	\$_____	\$_____
19	Concrete Curb Removal and Replacement	L.F.	6	40	240	\$_____	\$_____
20	Concrete Curb & Gutter Removal & Replacement	L.F.	6	30	180	\$_____	\$_____
21	Concrete Steps Removal and Replacement	L.F.	6	10	60	\$_____	\$_____

PRICE PAGE FOR
LEAD SERVICE LINE PLANNED REPLACEMENTS

22	Topsoil, Seeding and Hydro-Mulch	S.Y.	15	500	7500	\$_____	\$_____
23	Mobilization	Ea.	1	500	500	\$_____	\$_____

Total: \$_____

Approximate bid quantities shown are estimates and are in no way guaranteed. The Contractor should be aware that actual quantities may vary over or under those shown. Approximate quantities assume work associated with 500 lead service line replacements.

<u>SECTION VI</u>

6. CERTIFICATIONS

1. The undersigned bidder submits with this proposal and bid sheet, all information as called for, together with complete manufacturer's specifications covering any equipment bid upon.

2. The following proposal or bid sheet may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof. If written notice of the acceptance of this proposal or bid sheet is mailed, telegraphed or otherwise delivered to the undersigned within one hundred (100) calendar days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) calendar days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver the Contract Execution Page provided in Section 8 of this booklet.

The undersigned bidder hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered as follows:

Name of Vendor: _____

Contact Name: _____

Vendor Address: _____

Vendor E-Mail: _____

Phone: _____

3. The undersigned bidder states that he has been regularly engaged in work of the type required by the specifications herein for _____ years and respectfully invites your attention to the following products and/or services:

4. The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

☐ Please confirm

*Response required

5. The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

☐ Please confirm

*Response required

6. The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

☐ Please confirm

*Response required

7. The undersigned bidder agrees to make and comply with the commitments to provide equal employment opportunity in accordance with the requirements of Title 9, Chapter 93, and Section 93.13 of the Code of the City of Springfield as described in paragraph 4.30(c) of the Terms and Conditions.

☐ Please confirm

*Response required

8. In order to receive the Preference for Domestic Products, the bidder must certify the products being offered conform to the definition of "Domestic Product" described in paragraph 4.30(d) of the Terms and Conditions.

☐ Please confirm

*Response required

9. All contractors bidding on Annual Goal Contracts with the City shall, in accordance with the requirements contained in this booklet pertaining to minority and female owned businesses, certify to the availability or non-availability of Subcontracting Opportunities by selecting the statement below that applies to this bid. If the contractor certifies to (b) the contractor is required to attach proof of publication and complete the MBE/FBE Utilization Form attached hereto as Attachment A or M/FBE Participation Waiver Request found in Attachment B.

☐ (a) The undersigned bidder will not award subcontracts in the performance of this contract.

☐ (b) The undersigned bidder will award subcontracts in the performance of this contract and all proposals received from the interested MBE/FBE businesses are listed on Attachment A (with Attachment B Waiver if applicable).

Please select one

*Response required

10. In order to receive the preference for local bidders described in paragraph 4.20 of the Terms and Conditions, the bidder must certify by placing his/her signature in the space provided below, that the bidder has established and maintained a physical presence with the City in accordance with City of Springfield Code of Ordinances, Section 38.45.

☐ Local Vendor – City of Springfield, Illinois

☐ Local Vendor – Sangamon County, Illinois

☐ Non-Local Vendor

Please select one

*Response required

11. The undersigned bidder hereby certifies that it and any subcontractors who will be performing work under this public works project are participants in an applicable apprenticeship and training program or programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

☐ Please confirm

*Response required

12. Pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1), each bidder must supply with its proposal, a complete, accurate and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of State or Federal laws. Any bidder who willfully fails or refuses to include the information required, or whose report of such information is substantially incomplete, inaccurate, or untruthful shall be disqualified and its bid shall be rejected.

☐ None

☐ List Attached

*Response required

13. The undersigned bidder hereby certifies that the following is a complete, accurate and truthful listing and description of all information required pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1).

☐ Please confirm

*Response required

We certify:

☐ 13 (a) If your organization is a corporation, limited liability company, limited liability partnership, or limited partnership, etc., you must provide a copy of your current certification of good standing from your State of incorporation with your bid. Failure to do so may result in the rejection of your bid.

☐ 13 (b) Pursuant to Illinois law as it pertains to foreign corporations, foreign limited liability companies, foreign limited liability partnerships, or foreign limited partnerships; you may be required to register with the Illinois Secretary of State. A foreign entity is an entity organized or incorporated in a state other than Illinois. The undersigned bidder hereby certifies that it has examined the relevant statutes and determined that either: (1) It is not required to register as a foreign entity with the Illinois Secretary of State; or (2) It is required to register as a foreign entity with the Illinois Secretary of State, that is has so registered, and that proof of registration is attached hereto

Please select (a) or (b)

*Response required

14. Pursuant to Section 38.47 of the City of Springfield Code of Ordinances, 1988, as amended, the undersigned bidder hereby certifies that it and any subcontractors (if any) it employs to perform work under a contract for the City of Springfield does not employ unauthorized aliens as defined in the Federal Immigration and Nationality Act (8 U.S.C. 1101, *et seq.*, Section 274A).

☐ Please confirm

*Response required

I hereby certify that, to the best of my knowledge, the provided information is true and accurate.

Signature of Bidder

Print Name & Title

ATTACHMENT A
<u>SUBCONTRACTOR UTILIZATION STATEMENT</u>

Section I (select all that apply)

- ☐ Minority Business Enterprise /Female Business Enterprise Subcontractor(s) will be utilized on this project
- ☐ Non Minority Business Enterprise /Female Business Enterprise Subcontractor(s) will be utilized on this project
- ☐ No subcontractors will be utilized on this project (if selected, Attachment B is not required.)

Section II

Prime Contractor_____

Project_____

Total Contract Value:_____

Name: _____

Address:_____

Phone: _____

Contact Person: _____

Email: _____

Ownership Status: MBE ☐ FBE ☐ Non-MBE/FBE ☐

Section III
Selected Subcontractors

Subcontractor Name	MBE,FBE or Non M/FBE	Amount	% of Total Contract	Scope of Work
TOTALS				

** If more than seven firms are utilized, please copy the form and attach the additional information*

Section IV
Subcontractors that submitted bids but were not selected (M/FBE Only)

Subcontractor Name	Scope of Work Bid	Denial Reason

**If more than seven firms submitted quotes, please copy the form and attach the additional information.*

Section V

Subcontractors Contacted (M/FBE Only)

Subcontractor Name	Method of Contact	Contact Outcome

**If more than seven firms submitted quotes, please copy the form and attach the additional information.*

Section VI

Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City Annual Goal Contracts.

This form must be completed and submitted with bid. *ALL subcontractors intended for use on this project shall be listed in Section III above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the prime contractor has to utilize a subcontractor not listed above, they must submit a Notification of Change in Participate.*

The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating or conflict of interest in any of the listed subcontractors.

Section VII

BIDDER CERTIFICATION REGARDING THE USE OF MINORITY AND FEMALE OWNED BUSINESSES

I _____ do hereby certify that:
(Name)

1. I am _____ of the _____
(Position) (Name of Company)

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

2. This firm, its partners or directors and officers do not possess a controlling interest in

ownership or conflict of interest or any other authority to control the minority and/or female owned business to be used during the performance of the above referenced contract.

Name of Company _____

Signature _____

Title _____

Date _____

Corporate Seal (where appropriate)

Section VIII

- ☐ Minority-Owned Business
- ☐ Female-Owned Business
- ☐ Not Applicable

CERTIFICATION FOR MINORITY OR FEMALE OWNED BUSINESSES

I _____ do hereby certify that:
(Name)

1. I am _____ of the _____
(Position) (Name of Company)

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

2. This firm is a: (check one only)

- ☐ Minority Owned Business (MBE) including ownership and control, as defined by Article VII, Chapter 38 of the 1988 Springfield Code of Ordinances, as amended.
- ☐ Female Owned Business (FBE) including ownership and control, as defined by Article VII, Chapter 38 of the 1988 Springfield Code of Ordinances, as amended.

3. List major trades or type of business your firm is engaged in _____

Number of years in trade of business _____

4. I will provide, upon written request, through the general contractor or, if no general contractor, directly to the Springfield Office of Community Relations (SOCR), current, complete, and accurate information regarding:

A. This firm's eligibility to be certified as a MBE/FBE.

- B. Actual work performed on any project and the payment thereof and,
- C. Any proposed changes, in the status of the firm which would render this certificate inaccurate.
5. If this firm is currently certified by any Federal, State or local agency please identify the agency below and attach letter of certification or other proof of certification.

(Name of Certifying Agency)

6. This firm will permit SOCR to audit and examine its books, records and files for the purpose of verifying the above information.

Name _____ of _____ Firm: _____

Address: _____

Phone: _____

Signature _____ Title _____ Date _____

Corporate Seal (where appropriate)

Signature of Prime Contractor: _____

Date: _____

ATTACHMENT B

M/FBE PARTICIPATION WAIVER REQUEST

(Submit if Sub-Contractors are to be utilized and % outlined in Addendum 7.4 not met)

Prime Contractor: _____

Project: _____

Name: _____

Address: _____

Phone: _____

Contact Person: _____

We hereby request to waive all of the MBE and FBE participation goals on the above named project and subcontract with Non-M/FBEs for the following reason(s). We further affirm that the stated reasons and documents provided are true and correct and not misleading:

**(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST
BE SUBMITTED WHERE INDICATED.)**

1. No qualified M/FBEs responded to our invitation to bid. ☐
2. Describe good faith efforts (attach explanation) ☐
3. Describe why waiver is necessary even though ☐
received qualified M/FBE proposals (attach explanation)

SIGNED: _____ DATE: _____
Company Official

Given under my hand and notarial seal this _____ day of _____

(seal)

Notary Public

FOR OFFICE USE ONLY

☐ Approved

☐ Disapproved

Reviewed by: _____ Date: _____

<u>SECTION VII</u>

7. ADDENDA

7.1 Prevailing Wage

7.2 Project Labor Agreement

~~7.3 Local Labor~~

7.4 MBE/FBE Policy

7.5 Insurance

ADDENDA 7.1 - PREVAILING WAGE

PREVAILING WAGE REQUIREMENTS FOR THIS PROJECT:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>.

All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

1. This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. The prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department’s official website.

The wages of employees paid by Contractors or Subcontractors on contracts involving “public works” as defined in the Prevailing Wage Act (820 ILCS 130/1 *et seq.*, as amended), must be not less than the general prevailing hourly rates paid for work of a similar character in Sangamon County, Illinois. Public works projects include, but are not limited to, any maintenance, repair, assembly, or disassembly work performed on equipment whether that equipment is owned, leased, or rented. Public works projects also include all fixed works that are paid for in whole or in part with public funds. Contractors are instructed to read the Prevailing Wage Act in its entirety for complete information.

2. For a copy of the prevailing wages for construction trades in Sangamon County, Illinois, as determined and published by the Illinois Department of Labor please refer to the IDOL’s website at <http://www.state.il.us/agency/idol/rates/rates.HTM>.

All requests for interpretations of or determinations concerning the applicability of the Prevailing Wage Act must be directed to the Illinois Department of Labor.

3. Any contractor and each subcontractor who participates in public works shall:

- (1) make and keep, for a period of not less than 3 years from the date of the last payment on a contract or subcontract for public works, records of all laborers, mechanics, and other workers employed by them on the project ; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and
- (2) no later than the tenth day of each calendar month file a certified payroll for the immediately preceding month with the City in accordance with the procedures to be provided for the electronic submission of certified payroll. A certified payroll must be filed for only those calendar months during which construction on a public works project has occurred. The certified payroll shall consist of a complete copy of the records identified in paragraph (1) of this subsection (a), but may exclude the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor or an officer, employee, or agent of the contractor which avers that; (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification. Any contractor or subcontractor subject to this Act and any officer, employee, or agent of such contractor or subcontractor whose duty as such officer, employee, or agent it is to file such certified payroll who willfully fails to file such a certified payroll on or before the date such certified payroll is required by this paragraph to be filed and any person who willfully files a false certified payroll that is false as to any material fact is in violation of the Act and guilty of a Class A misdemeanor. The public body in charge of the project shall keep the records submitted in accordance with this paragraph (2) of subsection (a) for a period of not less than 3 years from the date of the last payment for work on a contract or subcontract for public works. The records submitted in accordance with this paragraph (2) of subsection (a) shall be considered public records, except an employee's address,

telephone number, and social security number, and make available in accordance with the Freedom of Information Act. The public body shall accept any reasonable submissions by the contractor that meet the requirements of this Section. (b) Upon 7 business days notice, the contractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in paragraph (1) of subsection (a) of this Section to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors. (820 ILCS 130/5)

If the information provided by the Contractor and Subcontractor reasonably shows a violation of the Prevailing Wage Act, then the Purchasing Agent shall notify the Contractor and Subcontractor of the possible violation by certified mail. If the Contractor and Subcontractor does not cure the violation, or provide the Purchasing Agent with sufficient information demonstrating compliance with the Prevailing Wage Act within five business days of the Contractor's and Subcontractor's receipt of the Purchasing Agent's written notice of possible violation, then the Purchasing Agent, after consulting with the Office of Corporation Counsel, shall refer this matter to the Illinois Department of Labor for the purpose of conducting an investigation and hearing to determine whether a violation has occurred.

It is a Mandatory requirement upon the Contractor or their Construction Manager to post the applicable Prevailing Wage Rates for each craft or type of work or mechanic needed to execute the contract, project, or work to be performed, (820 ILCS 130/4 *et.seq.*).

Any officer, agent or representative of any public body who willfully violates, or willfully fails to comply with, any of the provisions of this Act, and any contractor or subcontractor and any officer, employee, or agent thereof, who as such officer, employee, or agent, has a duty to create, keep, maintain, or produce any record or document required by this Act to be created, kept, maintained, or produced who willfully fails to create, keep, maintain or produce such record or document as or when required by this Act, is guilty of a Class A misdemeanor.

The Department of Labor shall inquire diligently as to any violation of this Act, shall institute actions for penalties herein prescribed, and shall enforce generally the provisions of this Act. The Attorney General shall prosecute such cases upon complaint by the Department or any interested person. (820 ILCS 130/6).

The Director of the Department of Labor shall publish in the Illinois Register no less often than once each calendar quarter a list of contractors or subcontractors found to have disregarded their obligations to employees under this Act. The Department of Labor shall determine the contractors or subcontractors who, on 2 separate occasions within 5 years, have been determined to have violated the provisions of this Act. Upon such determination the Department shall notify the violating contractor or subcontractor. Such contractor or subcontractor shall then have 10 working days to request a hearing by the Department on the alleged violations. Failure to respond within the 10 working day period shall result in automatic and immediate placement and publication on the list. If the contractor or subcontractor requests a hearing within the 10 working day period, the Director shall set a hearing on the alleged violations. Such hearing shall take place no later than 45 calendar days after the receipt by the Department of Labor of the request for a hearing. The Department of Labor is empowered to promulgate, adopt, amend and rescind rules and regulations to govern the hearing procedure. No contract shall be awarded to a contractor or subcontractor appearing on the list, or to any firm, corporation, partnership or association in which such contractor or subcontractor has an interest until 4 years have elapsed from the date of publication of the list containing the name of such contractor or subcontractor.

A contractor or subcontractor convicted or found guilty under Section 5 or 6 of this Act shall be subject to an automatic and immediate debarment, thereafter prohibited from participating in any public works project for 4 years, with no right to a hearing. (820 ILCS 130/11a)

The following City of Springfield Prevailing Wage Requirements shall prevail unless in conflict with the IEPA Loan Program Davis Bacon Wage Requirements. In case of conflict with any part or parts of the Prevailing Wage Requirements the said IEPA Loan Program Davis Bacon Wage Requirements shall take precedence and shall govern.

https://sam.gov/search/?index=dbra&page=1&pageSize=25&sort=-modifiedDate&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5BwdLocationWrapper%5D%5BwdStates%5D%5B0%5D%5Bkey%5D=IL&sfm%5BwdLocationWrapper%5D%5BwdStates%5D%5B0%5D%5Bvalue%5D=Illinois&sfm%5BwdLocationWrapper%5D%5BwdCounty%5D%5B0%5D%5Bkey%5D=16769&sfm%5BwdLocationWrapper%5D%5BwdCounty%5D%5B0%5D%5Bvalue%5D=Sangamon

Reporting

All labor shall be reported through ePrism software. The Contractor must register and report the prevailing wage through this system in order to be compliant with the terms and conditions of the contract, and receive payment.

ADDENDA

7.2 - PROJECT LABOR AGREEMENT

*In accordance with City Code Ordinance 348-08-23
Chapter 38.15. Public works contracts and project labor agreements:*

For all public works projects estimated in excess of \$50,000 where public funds will be expended, the City of Springfield shall require a project labor agreement unless it has been determined that a project labor agreement would not advance the City's interests of cost, efficiency, quality, safety, timeliness, skilled labor force, and labor stability and the City's policy to advance minority-owned or female-owned business, or businesses utilizing minority and female workers. The terms of any project labor agreement shall not exceed the economic standards established by the Illinois Prevailing Wage Act, as from time to time amended, nor contain any requirement of union membership of any contractor's employees or fair share payments by contractor's employees.

Further information and a sample PLA can be found at:

www.springfield.il.us/Departments/OBM/PurchasingHome.aspx

ADDENDA

7.4 MBE/FBE POLICY

Minority and Female-Owned Business Enterprise Policy City of Springfield

Policy Statement

The City of Springfield is committed to encouraging and promoting the participation of minority-owned business enterprises (MBEs) and female-owned business enterprises (FBEs) in the award of contracts and subcontracts. This policy is established under Sections 38.62 and 38.63 of the Springfield City Code, which are incorporated by reference into this contract as if fully restated herein. Bidders may access these sections at www.municode.com or through the Springfield City Clerk.

Applicability and Annual Goals

This policy applies to Annual Goal Contracts, defined as contracts procuring labor or services for the construction of public works per Section 38.03 of the Springfield City Code. The Springfield Community Relations Commission sets annual participation goals for MBEs and FBEs in these contracts. These goals do not apply to non-public works contracts where state or federal rules preempt or prohibit such requirements.

Definitions

1. **Minority-Owned Business Enterprise (MBE)**: A business at least 51% owned by one or more minority persons (e.g., Black, Hispanic, Asian, American Indian, or disabled individuals), or, for corporations, where at least 51% of stock is minority-owned, and management and daily operations are controlled by those minority owners.
2. **Female-Owned Business Enterprise (FBE)**: A business at least 51% owned by one or more females, or, for corporations, where at least 51% of stock is female-owned, and management and daily operations are controlled by those female owners.
3. **Control**: Exclusive, substantial, and ongoing authority over the business, including financial decisions, property, contracts, hiring, operations, and management policies, demonstrated by expertise and active direction—not mere majority or absentee ownership.

Bidder Responsibilities

General Requirements

- All bidders on Annual Goal Contracts must submit a completed MBE/FBE Utilization Form (Attachment A: Subcontractor Utilization Statement) with their bid, detailing their commitment to utilize MBEs and FBEs.
- Bidders bear the burden of providing sufficient documentation to the Springfield Office of Community Relations (SOCR) to demonstrate compliance with this policy and the City's Affirmative Action requirements.

- Failure to submit a signed MBE/FBE Utilization Form may result in the bid being deemed nonresponsive.
- SOCR accepts MBE/FBE certifications from other local, regional, or national agencies if their standards are as rigorous as the City's.

Affirmative Efforts

Bidders must take proactive steps to ensure MBE/FBE participation, including:

- Attending City-scheduled pre-bid meetings to inform MBEs/FBEs of opportunities.
 - Advertising subcontracting opportunities in general circulation, trade association, and minority-oriented media (email Purchasing@springfield.il.us to request sample language), with proof submitted to SOCR.
 - Soliciting bids from specific MBEs/FBEs with adequate time for review and response, using SOCR-provided lists if available.
 - Following up with MBEs/FBEs to confirm bid submissions.
 - Structuring work packages to encourage MBE/FBE participation.
 - Providing MBEs/FBEs with plans, specifications, and bidding requirements.
 - Negotiating in good faith with MBEs/FBEs, rejecting them only for sound, investigated reasons.
 - Assisting MBEs/FBEs with bonding, credit, or insurance if required.
 - Utilizing minority and female business assistance offices for recruitment.
 - Documenting all good faith efforts and submitting documentation to SOCR.
- Failure to demonstrate these efforts may render a bid nonresponsive.

Pre-Bid Submission Requirements

With each bid, bidders must submit:

1. **Option A:** An approved M/FBE Participation Waiver Request (Attachment B),
OR
2. **Option B:**
 - A completed and signed Subcontractor Utilization Statement (Attachment A), AND
 - A Certificate of Publication or proof of advertisement (e.g., newspaper copy) from a general circulation newspaper in the county of work, run for two consecutive days at least 10 days prior to bid opening. **(See IEPA SRF Loan Requirements in Section 3.1)**

Failure to comply may result in bid rejection as nonresponsive.

Post-Award Obligations

Within 10 calendar days of contract award and before work begins, the awarded bidder must submit to SOCR:

1. Copies of all MBE/FBE subcontracts, detailing work and dollar amounts.
2. A signed certification from the bidder confirming no controlling interest or conflict with the MBEs/FBEs utilized (Attachment A, Section VII).
3. A signed, notarized certification from each MBE/FBE confirming their status per City Code definitions (Attachment A, Section VIII).

Noncompliance may lead to bid rejection. Any changes to MBE/FBE utilization must be reported to SOCR in writing with justification. If utilization decreases without cause, SOCR may require corrective action, and the City may withhold payments or impose sanctions.

Sanctions for Noncompliance

1. Bids may be rejected if compliance with MBE/FBE requirements is not objectively demonstrated (e.g., failure to advertise required days prior to bid opening).
2. For violations of Chapters 38 (Article VII) or 93 of the City Code, the City may:
 - Cancel, terminate, or suspend the contract;
 - Declare the vendor ineligible for Annual Goal Contracts for one year;
 - Prosecute under Chapter 93;
 - Withhold fines or penalties per Chapter 93, offsetting against contract payments;
 - Impose other lawful sanctions.

Payment Verification

Final payment to the contractor requires SOCR verification of payments to MBEs/FBEs, supported by evidence submitted by the contractor upon payment.

Subcontractor Changes

Requests to change an MBE/FBE subcontractor must be submitted in writing on contractor letterhead with documented cause to SOCR, which may approve at its discretion:

- Pre-Award: To substitute a different MBE/FBE from the bid.
- Post-Award: If an approved MBE/FBE fails to meet commitments.

Affirmative Action Requirements

Contract Eligibility

The City will not contract with vendors violating Chapters 38 (Article VII) or 93, except for sole-source or emergency contracts (Section 38.41).

Vendors must submit a written equal employment opportunity commitment and a \$50 administrative fee, agreeing to:

1. Maintain nondiscriminatory employment practices;
2. Make good faith efforts to meet MBE/FBE subcontracting and trade participation goals;

3. Provide compliance evidence and workforce data upon request;
4. Distribute commitment copies to recruitment personnel;
5. Require subcontractors to submit similar commitments.

Contract Provisions

All Annual Goal Contracts and subcontracts must include:

1. Nondiscrimination in employment based on race, color, religion, sex, sexual orientation, ancestry, national origin, age, or disability.
2. Compliance with Chapters 38 and 93, with subcontractor commitments.
3. Distribution of commitments to recruitment staff.
4. Submission of compliance reports and access to records for City investigation.
5. Equal opportunity statements in employee solicitations.
6. Written sexual harassment policies meeting state standards, provided to the Illinois Department of Human Rights and City upon request.
7. Prohibition of segregated facilities.
8. Sanctions for noncompliance (mirroring those above).

Subcontracting Waivers

Subcontracting is optional. If a vendor opts not to use MBEs/FBEs, they must request a waiver with:

- A narrative of good faith efforts, OR
- A notarized affidavit of no qualified MBE/FBE responses, OR
- A written explanation justifying the waiver despite qualified proposals.
- Subcontractor changes require prior City approval.

MBE/FBE Participation Goals

Current Goals (Set Annually by Springfield Community Relations Commission)

1. MBEs: 11% of total contract dollar amount.
2. FBEs: 7% of total contract dollar amount.

3. Minority workers: 18% of total hours worked per trade.
4. Female workers: 3% of total hours worked per trade.

Subcontracting Credit Criteria

- Count only work performed by MBEs/FBEs.
- For joint ventures, count the distinct portion performed by MBE/FBE forces.
- Count expenditures only if the MBE/FBE performs a commercially useful function as that term is defined under 49 CFR 26.55(c).

Materials and Supplies Credit Criteria

- 100% if the MBE/FBE is the manufacturer.
- 60% if the MBE/FBE is a regular dealer.
- 5% if neither a manufacturer nor dealer.

The following City of Springfield MBE/FBE Policy shall prevail unless in conflict with the IEPA Loan Program Specifications for Disadvantaged Business Enterprise Participation. In case of conflict with any part or parts of this Policy the said IEPA Loan Program DBE Requirements shall take precedence and shall govern.

ADDENDA

7.5 INSURANCE (not required if Supplemental General Conditions are included.)

1.01 INSURANCE REQUIREMENTS:

A. GENERAL

1. Contractor shall purchase and maintain at his expense insurance of such types and in such amounts as are specified herein to protect Contractor, and Owner from claims which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by Contractor or any subcontractor or for whose acts Contractor or any subcontractor may be legally liable.
2. Such insurance shall cover claims for damage because of bodily injury or death to Contractor's employees including claims brought under:
 - 2.1 Workmen's Compensation laws.
 - 2.2 Disability Benefit laws.
 - 2.3 Occupational Sickness or Disease laws.
 - 2.4 Other similar employee benefit laws.
3. Such insurance shall also cover claims for damages because of personal injury, bodily injury, sickness, disease, or death of any person or persons other than Contractor's employees, and claims arising out of destruction of property including loss of use thereof.
4. Contractor shall also purchase and maintain at his expense all property insurance of such types and in such amounts as are specified herein to protect Contractor and Owner for loss arising from damage to the Work and Equipment and Materials to be incorporated in the Work.
5. If Contractor requests in writing that any insurance not specified to be furnished by Owner be included in any property insurance specified to be furnished by Owner, Owner shall if possible, provide such insurance and the cost thereof shall be charged to Contractor by appropriate Change Order.
6. Failure of Contractor to maintain proper insurance coverage will not relieve him of any contractual responsibility or obligation.
7. If part of the Work is to be subcontracted, Contractor shall either cover any and all subcontractors in his insurance policies or require each subcontractor not so covered to obtain insurance of the same type and with the same limits as the Contractor is required to carry hereunder which will protect the subcontractor, Contractor, and Owner against all applicable hazards or risks of loss designated herein.
8. Any payment of an insured loss under policies of property insurance including but not limited to the insurance required by Paragraphs B 6, 7, and 8 of this section shall be made payable to Owner as Trustee for the insured as their interest may appear. Owner, as Trustee, shall have the

power to adjust, settle, and make payments or other restrictions thereon, unless one of the parties interest objects in writing to the Owner within five (5) days after the occurrence of such loss to the Owner's exercise of this power. In the event of such objection, arbitrators shall be chosen in accordance with the Supplemental General Conditions of this Contract, and Owner, as Trustee, shall make such payment only in accordance with such arbitrators' decision unless all parties in interest reach an agreement in writing as to how such payment should be made.

9. Owner and Contractor hereby waive all rights against each other for damages arising out of an insured loss under policies of property insurance, including but not limited to the insurance required items by Paragraphs B 6, 7, and 8 of this section. Contractor shall require all subcontractors to provide a similar waiver in favor of Contractor and Owner.
10. The party responsible hereunder to procure insurance shall provide the other party hereunder a copy of the policy or a certificate of insurance in a form satisfactory to Owner. Such policy or certificate shall provide that thirty (30) Days Written Notice be given to the other party prior to any Material change or cancellation of the insurance. No work shall be commenced under this Contract until all such policies and certificates have been so provided.

B. FORMS AND LIMITS OF COVERAGE REQUIRED

1. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

1.1 Contractor, at his sole expense, shall comply with all requirements of the Worker's Compensation laws of the States in which work is performed hereunder and shall furnish evidence of such compliance to Owner. Contractor, at his sole expense, agrees to carry Employer's Liability Insurance covering all operations and work hereunder. All insurance purchases pursuant to this paragraph shall include an "All States" endorsement.

1.1.1 The limits of all insurance purchased pursuant to this paragraph shall be not less than:

1.1.1.1 Workmen's Compensation – Statutory

1.1.1.2 Employer's Liability - \$1,000,000 each person.

2. Comprehensive Automobile Insurance

2.1 Contractor, at his sole expense, agrees to carry Comprehensive Automobile Insurance covering all vehicles owned, hired, or non-owned, licensed or not licensed, used in the operations and work hereunder.

2.2 The limits of this insurance shall be not less than:

2.2.1 Bodily Injury -- \$1,000,000 each person,
\$1,000,000 each occurrence

- 2.2.2 Property Damage -- \$1,000,000 each occurrence
 - 2.2.3 Indemnified Parties shall be Named Additionally Insured on this insurance with respect to all claims arising out of the operations or work hereunder.
- 3. Comprehensive General Liability Insurance
 - 3.1 Contractor, at his sole expense, agrees to carry Comprehensive General Liability Insurance covering all operations and work hereunder whether performed by Contractor, subcontractor, or any agent, servant, worker, or employee of Contractor or subcontractor or any other person, firm, or corporation for whose acts Contractor or subcontractor may be liable.
 - 3.2 This insurance shall include Contractual Liability coverage and shall specifically refer to this Contract and shall specifically cover the liability assumed hereunder by Contractor.
 - 3.3 The Property Damage Liability coverage under this policy shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property. This policy shall provide Broad Form Property Damage coverage.
 - 3.4 This insurance shall include Independent Contractors Protective Liability coverage.
 - 3.5 This insurance shall include Products and Completed Operations coverage. Contractor shall continue this coverage in full force and effect for a period of at least one (1) year after the date of the final acceptance of the work hereunder by the Owner.
 - 3.6 This policy shall include Personal Injury Liability insurance.
 - 3.7 The limits of this insurance shall be not less than the following:
 - 3.7.1 Bodily Injury -- \$1,000,000 each occurrence,
 - 3.7.2 Property Damage -- \$1,000,000 each occurrence,
\$1,000,000 each aggregate
 - 3.8 Indemnified Parties shall be Named Additionally Insured on this insurance with respect to all claims arising out of the operations or work hereunder.
- 4. At the option of Contractor, the coverage's and minimum limits as required in Paragraph 4.02 B.1, 2, and 3 above may be furnished by use of an "Umbrella Liability Insurance Policy".
- 5. Owner's Protective Liability Insurance
 - 5.1 Contractor, at his sole expense, shall purchase Owner's Protective Liability Insurance. This insurance shall be maintained in full force and effect for the duration of the Contract, by Contractor and shall name Owner as the Named Insured.

- 5.2 This insurance shall have the same limits of liability as the Comprehensive General Liability Insurance and shall protect Owner against any and all claims and liabilities for injury to or death of persons, or damage to property caused in whole or in part by, or alleged to have been caused in whole or in part by, the negligent acts or omission of Contractor or subcontractors or any agent, arising from the operations or work hereunder.
- 5.3 This insurance may be provided by endorsement to Contractor's Comprehensive General Liability Insurance policy.
- 6. Property Insurance(Builder's Risk)
 - 6.1 Unless otherwise provided, Contractor shall assume all risk of loss or damage to the Equipment and Materials prior to acceptance of delivery by Owner at the Point of Delivery; and shall purchase and maintain insurance on the Equipment and Materials during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse, water damage, and such other perils as Contractor deems appropriate.
 - 6.2 The amount of such insurance shall be not less than 100% of the insurable value of the work at completion less the value of equipment and materials insured under Installation Floater Insurance.
 - 6.3 If the work does not include the construction of structures, this Builder's Risk Insurance may be omitted providing the Installation Floater Insurance, as specified herein, fully covers all work.
 - 6.4 Contractor shall list Owner as additional insured by endorsement on the above policies. There shall be a thirty (30) day notification of cancellation or modification of said policies to Owner.
- 7. Installation Floater Insurance (if applicable)
 - 7.1 Installation Floater Insurance shall be furnished by Contractor to insure and protect Contractor and Indemnified Parties from all insurable risks of physical loss or damage to Equipment and Materials not otherwise covered under Builder's Risk Insurance, in warehouse or storage areas, during installation, during testing, and after the Work is completed until final acceptance of the entire Work by Owner regardless of any acceptance or use of portions of the Work prior to completion of the Contract. Such insurance shall be written on an All Risk basis including flood and surface water damage and collapse.
 - 7.2 Coverage shall be for an amount not less than 100% of the value of the Work at completion, less the value of Equipment and Materials insured under Builder's Risk Insurance. Such value shall include the aggregate value of the Equipment and Materials furnished by

Contractor plus items that are to be erected or installed by Contractor, and not otherwise insured under Builder's Risk Insurance.

- 7.3 The coverage shall include the aggregate value of the Equipment and Materials furnished by Contract.
- 7.4 Installation Floater Insurance shall also provide for losses, if any, to be adjusted with and made payable to Owner for distribution to Owner and others as their interest may appear.
- 7.5 Equipment and Materials furnished by Owner or others under separate Contract for installation by Contractor, and Equipment and Materials furnished by Contractor shall be insured under Installation Floater Insurance when the aggregate value of such Equipment and Materials exceeds \$10,000.
- 7.6 Certificates of this insurance shall be provided. Owner reserves the right to request a copy of the insurance policy.
- 8. Operating Hazards Insurance
 - 8.1 Owner shall provide insurance to cover operating hazards on facilities not insured under Installation Floater policies, and it shall be placed in force prior to preliminary tests of Equipment, wiring, piping which are involved with such risks.
- 9. Transit Insurance
 - 9.1 Transit Insurance shall be furnished by Contractor to insure and protect Contractor and Indemnified Parties from all risks and physical loss or damage to equipment and material, not otherwise covered under other policies, during transit from point of origin to the site of installation or erection.
 - 9.2 This insurance shall be written on an All Risk basis with additional coverage's applicable to the circumstances that may occur in the particular work included in this Contract.
 - 9.3 This insurance shall be in an amount not less than 100% of the manufactured or fabricated value of items exposed to risk in transit at any one time.
- 10. Waiver of Rights
 - 10.1 Owner and Contractor waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to Paragraph 4.02 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, Owner's consultants and all other parties named as insurers in such policies for losses and damages so caused, As required by paragraph ARTICLE-6, 5.6 each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Owner's consultants and all other parties named as insureds. None of

the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- 10.2 Owner and Contractor intend that any policies provided in response to Paragraph 4.02 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage, the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if such waiver forms are required of any Subcontractor, Contractor will obtain the same.

SECTION VIII
CONTRACT EXECUTION PAGES

AGREEMENT made this _____ by and between the City of Springfield, Sangamon County, Illinois, a municipal corporation, hereinafter called the "Purchaser" or "City" and _____ hereinafter called the "Contractor."

The City and Contractor agree as set forth below:

1. The Contractor for the consideration hereinafter set forth, hereby agrees to and with the City that it will furnish, provide, and deliver in good order, quality and condition, the following:

and in accordance with the proposal of the contractor and the provisions set forth in the Contract Documents.

2. The City shall pay the Contractor in accordance with the Contractor's proposal on the "Section 5: Proposal Pricing" signed by the Contractor and dated _____ subject to any further additions and deductions as may be agreed upon in accordance with the terms of the Contract Documents. Payment shall be in the manner and at the time stipulated in the Contract Documents.
3. This agreement shall include all of the Contract Documents which are as follows:
 1. Introduction
 2. Instructions to Bidders
 3. Scope of Work/Purchase
 4. Terms and Conditions
 5. Proposal Pricing
 6. Certifications
 7. Addenda
 8. Contract for Execution

All of the above Contract Documents are a part of this agreement as if attached hereto or repeated herein.

4. This contract does not authorize an expenditure of City funds in excess of the amount authorized by the Director of the Office of Budget and Management unless the Director of the Office of Budget and Management specifically approves an additional expenditure. The Contractor agrees and acknowledges that, absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the Director of Budget and Management.
5. In the event of the Contractor's noncompliance with any provisions of this Contract, the Contractor may be declared nonresponsive and therefore ineligible for future contracts or subcontracts with the City and the Contract may be canceled or avoided in whole or in part and such other sanctions or penalties may be imposed or remedies invoked as provided by law or regulation.

THIS AGREEMENT executed the day and year first written above.

ATTEST: _____
City Clerk

PURCHASER: CITY OF SPRINGFIELD, ILLINOIS

BY: _____
MAYOR or Director of OBM
Approved for legal sufficiency: _____

ATTEST: _____
Secretary

CONTRACTOR: _____
(Name of Business)

BY: _____
(Name and Title)

(Acknowledgment by Corporate Contractors)

STATE OF _____)
) SS
COUNTY OF _____)

I _____, a notary public in and for said County in the State aforesaid, do hereby certify that _____ (name and title) and, Secretary of a corporation, personally known to me to be the same persons and such officers, respectively, or said company, whose names are subscribed to the foregoing contract, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

(Acknowledgment by Individual Contractor or Partnership)

STATE OF _____)
) SS
COUNTY OF _____)

I, _____ a Notary Public in and for said County in the State aforesaid, do here certify that (name and title) and _____, Secretary of personally known to me to be the same persons and such officers, respectively, of said company, whose names are subscribed to the foregoing contract and subjoined bond, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

STATE OF ILLINOIS

COUNTY OF SANGAMON

I, _____, a Notary Public in and for Sangamon County in the State of Illinois, do hereby certify that **MISTY BUSCHER, MAYOR, and CHARLES L. REDPATH SR, CITY CLERK**, of the City of Springfield, Illinois, personally known to me to be the same persons and such officers, respectively, whose names are subscribed to the foregoing contract appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act of said City for the uses and purposes therein set forth, pursuant to due authority conferred by the Council of said City.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public