
SECTION I
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park
CDBG Water Service Line Replacement Program -2023
Bid Number: 23-114
Issuance Date: March 15, 2023

The Village of Oak Park will receive Bids from qualified contractors to preform water service replacements during the calendar year 2023 pursuant to this Request for Bids. This Bid covers the replacement of the lead and/or galvanized water service lines from the curb stop up to and including the water meter at various locations within the Village of Oak Park. Sealed Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until **11:00 a.m. on Wednesday, April 5, 2023**. Bids will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park on Monday, May 15, 2023.

Specifications and bid forms may be obtained at <http://www.oak-park.us/bid> or at the Public Works Center at the address listed above.

The Village Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Water & Sewer Project Manager, James Eggen at 708-358-5700 or jeggen@oak-park.us.

This is a Federally-funded project, funded with Community Development Block Grant (CDBG) funds and is thus subject to all applicable Federal rules, regulations and guidelines, including Davis-Bacon and Related Acts. Processing of Progress Payments will require the submission and approval of Certified Payroll for required pay classes.

Do not detach any portion of this document. Upon formal award to the successful Bidder, a written agreement will be executed for the Project in substantially the form attached.

Submission of Bids

The Bid shall be submitted on the Bid form included herewith. The Bid shall be submitted in a **sealed** envelope marked "**BID: 23-114, CDBG Water Service Line Replacement Program-2023**", shall bear the return address of the bidder, and shall be addressed as follows:

TO: James Eggen, Water & Sewer Project Manager
Village of Oak Park, Department of Public Works
201 South Blvd.
Oak Park, IL 60302

In responding to this Request for Bids the official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification.

LEGAL NOTICE

The Village of Oak Park will receive sealed Bids from qualified contractors at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until **11:00 a.m. on Wednesday, April 5, 2023** for the following:

**Village of Oak Park
CDBG Water Service Replacement Program - 2023
Bid Number: 23-114**

Bid forms may be obtained from the Village of Oak Park website, <http://www.oak-park.us/bid>. Bid documents may be viewed at the Public Works Customer Service Center at 201 South Boulevard, Oak Park, Illinois between the hours of 7:30 a.m. and 4:00 p.m. Information is also available from the contact person, Water and Sewer Project Manager, James Eggen, jeggen@oak-park.us. This project has a **mandatory Pre-Bid Meeting** requirement. The Pre-Bid Meeting will be held at The Public Works Customer Service Center on **Tuesday, March 28, 2023 at 10:30 A.M.**

All bidders will be required to submit Bid Security in the form of a Certified Check, a Cashier's Check or a Bid Bond in the amount of **Ten percent (10%) of the Base Bid**, payable to the Village of Oak Park.

The successful bidder will be required to post performance security and to provide a certificate of insurance as set forth in the bid package. This contract shall be subject to the provisions of the Prevailing Wage Act (820 ILCS130/1 et seq.) to the extent required by law. This is a **Federally-funded project, funded with Community Development Block Grant (CDBG) funds and is thus subject to all applicable Federal rules, regulations and guidelines, including Davis-Bacon and Related Acts.** The Village of Oak Park reserves the right to issue proposal documents and specifications only to those vendors deemed qualified. For more information call the Public Works Service Center at 708.358.5700.

Published in Wednesday Journal
March 15, 2023

BID FOR:
Village of Oak Park
CDBG Water Service Line Replacement Program-2023
SECTION II
BID INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Bid:

All Bids must be delivered to the Public Works Center by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed bids that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Bids must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Bids shall be sealed in an envelope and marked as stated on the cover page. The sealed envelope shall acknowledge receiving all addenda issued for the project or the envelope will not be opened.

Bid Bond

The Bidder shall provide a Bid Bond in the amount of ten percent (10%) of the total bid price. The attached form may be used or the bidder may provide a cashier's check or a certified check in the amount specified. Bid bond amounts shall be based on all proposed work where estimated amounts have been provided by the Village of Oak Park. Do not include unit price amounts where work is "On-Demand" or "As Required". The Bid Bonds, cashier's checks or certified checks will be returned once the selected bidder has entered into an Agreement for this work and provided the Contract Bond.

Contract Term

The initial contract term shall be from the date of award to December 31, 2023. The Village of Oak Park intends to suspend work on this contract by November 13th, 2023 due to having suitable conditions to patch the road. Any work performed after November 13th would be on an emergency basis.

Contract Renewal

The Contractor shall invoice the Village for the Work provided pursuant to this Contract the rates set forth in its Proposal. The term of this Contract may be extended in writing for up to two (2) additional one (1)-year periods of time pursuant to the consent of the parties.

Rate Adjustment

The Contractor shall be permitted to adjust its rates subject to one (1) adjustment annually, effective on the anniversary date of this Contract. Written notice to the Village from the Contractor must be provided for any annual rate adjustment providing the basis for the requested increase and supporting document justification within thirty (30) days prior to the anniversary date. The annual adjustment shall be based upon 100% of the percentage of change of the index published in November (as defined below) as compared to the September index for the previous year. The index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than five percent (5%) of the previous year's rates for services provided under this Contract in any year. If the

Contractor fails to justify the requested increase, the Village reserves the right to reject the request and terminate the remaining term of this Contract.

Notice to Proceed

Work shall begin within fourteen (14) days from the **Notice to Proceed** from the Water & Sewer Project Manager, James Eggen, as locations are assigned. All work shall be completed in accordance with the detailed specifications set forth herein this document.

Recertification

If the Village renews the contract for an additional one year term, the Bidder will provide the Village with a renewed certification in the form in Section V indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

Award of Agreement

The Agreement will be awarded in whole or in part to the responsible Bidder or Bidders whose bids, conforming to the request for bids, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a Bid or entering into the applicable Agreement.

Taxes not Applicable

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax. Contractors should exclude these taxes from their prices.

Withdrawal of Bids:

Any Contractor may withdraw its Bid at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids, by signing a request therefore. No Contractor may withdraw or cancel its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful Contractor may not withdraw or cancel its Bid after having been notified that the Bid was accepted by the Village Board of Trustees.

Investigation of Contractors

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill Bid requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Bids. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its Bid. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

Rejection of Contractor

The Village will reject any Bid from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any Bid from a Contractor that failed to satisfactorily complete work for the Village under any previous agreement.

Conditions

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have a familiarity with this category of work. Work site, conditions and scope of the work before submitting a Bid.

Compliance with Applicable Laws

The Bidder will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

Governing Law

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

Subletting of Agreement

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the Contractor's Bid. In no case shall such consent relieve the Contractor from its obligations or change the terms of the Agreement.

Interpretation of Agreement Documents:

Any Contractor with a question about this Bid may request an interpretation thereof from the Village no later than 3:00 P.M. on Thursday, March 30, 2023. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will post the Addenda on the Village website no later than 1:00 P.M. on Monday, April 3, 2023. All bidders will be responsible to check for any addenda. The Village will not assume responsibility for receipt of such addenda. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. **Contractors will provide written acknowledgment of receipt of each addendum issued with the Bid submission on the sealed bid envelope.**

Minority Business and Women Business Enterprise Requirements

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Licenses

The Contractor shall be responsible for becoming a licensed Contractor in the Village. It is also understood that all plumbing work on this contract will be completed by a Licensed Plumbing Contractor in the State of Illinois.

Agreement

The selected bidder shall enter into an Agreement with the Village to complete the Project in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned, together with the Contract Bond within ten (10) calendar days after the Agreement has been mailed to the Contractor. The Contractor shall execute three copies of the Agreement. One fully executed copy will be returned to the Contractor. See Section XIII for a sample copy of the agreement.

Contract Bond

The successful bidder shall, within ten (10) calendar days after award of the bid, furnish a Contract Bond in the amount of fifty thousand dollars (\$50,000.00) for the contract awarded. The bond shall insure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The Contract Bond shall be furnished in the same number of copies as the number of copies of the Agreement to be executed. See section XII for a sample copy of the Contract Bond.

Fees and Cost

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

Dispute Resolution

The Village of Oak Park does not agree to mandatory arbitration of any dispute.

SECTION III
GENERAL SPECIFICATIONS

Scope of Work

The Village is seeking Bids from qualified plumbing contractors for the replacement of lead and/or galvanized water service lines from the curb stop into the residence as described herewith. Water service lines to be upgraded with this program will be one inch copper from the main to the curbstop, having been previously upgraded through the Village Capital Improvement Program, and lead or galvanized into the structure. The locations and lengths of service line are estimated for bidding purposes.

Responsibility of Contractor

The selected contractor shall furnish all labor, supervision, tools, equipment, materials and supplies, and other means necessary for performing and completing the work, including debris hauling, and shall obtain and pay for any required permits.

Extent of Services

This contract shall cover work as assigned by the Village for lead service line replacement from the curb stop valve to the water meter where Village staff is unable to complete the work. This contract will include work on private property and inside residences.

Detail Specifications

1. Location of the Improvements

The location of the work is known as: PUBLIC RIGHT-OF-WAY and specific PRIVATE PROPERTIES within the Village of Oak Park, Illinois. Specific locations will be assigned after award of this contract.

2. Description of the Improvements

The Village of Oak Park has developed a lead water service line replacement policy that replaces the Village portion of the water service with new water main installation. The typical construction would be to connect a one-inch copper line to the ¾ inch lead service just past the B-box. A second scenario for the Village to upgrade the public side of the water service is if the homeowner upgrades the private side from the B-box to the meter, then the Village will upgrade the public side from the B-box to the water main. This contract will encounter houses with either scenario which will vary the coordination with Village crews accordingly.

The improvements under this contract shall include installing a new continuous one-inch Type K copper water service line on the Owner side of the water service from the curb stop/B-box into the house to the water meter. Work shall include a new meter setting including full-port ball valves before and after the meter with a boiler drain valve after the meter. A new water meter is optional to the homeowner and if selected, will be delivered to the jobsite. New meter connectors will be furnished, if necessary, by the Village.

It is the intent of this contract that the installation of the new water service line will be completed by boring or directional drilling. Any deviations from this construction method, including open cut trenching, shall require Village of Oak Park approval prior to commencing the work.

3. Project Schedule

This Contract is anticipated to have the following schedule:

Advertisement	March 15, 2023
Pre-Bid Meeting	Tuesday, March 28, 2023 @ 10:30 a.m.
Location:	Oak Park Public Works Center, 201 South Blvd., Oak Park, IL
Deadline for Questions	Thursday, March 30, 2023 @ 3:00 p.m.
Final Addendum	Monday, April 3, 2023 @ 1:00 p.m.
Bid Opening	Wednesday, April 5, 2023 @ 11:00 a.m.
Review Bids	Thursday, April 6, 2023
Village Board Action	Monday, May 15, 2023
Notice of Award	Tuesday, May 16, 2023
Preconstruction Meeting	TBD
Notice to Proceed	TBD

Any questions pertaining to the contract shall be submitted in writing to the contact person for this contract. Any major issues or clarifications shall be summarized and issued in an addendum form to be published on the Village website. No questions shall be accepted after 3:00 p.m. on Thursday, March 30, 2023 with no addenda to be issued after 1:00 p.m. on Monday, April 3, 2023. **It is the bidder's responsibility to check the Village website for any addenda related to this contract.**

The contact person for this contract shall be JAMES EGGEN, WATER & SEWER PROJECT MANAGER. Written questions shall be e-mailed to jeggen@oak-park.us with CDBG WATER SERVICE LINE REPLACEMENT PROGRAM-2023 in the subject line.

4. Reporting

The Bidder is responsible for keeping the Village updated on its work on a weekly basis. The Bidder will be required to provide the Village via email or in person a weekly report identifying the date the work was completed at each site was completed during the week as well as the materials used at the site. These reports are due before the close of business each Friday. Village staff will be spot checking locations each week.

5. Property Damage

The Bidder shall take great care to avoid damaging adjacent property, including sidewalk, fencing, landscape borders and landscaping (trees, shrubs, turf, etc.). Bidder shall be held responsible for all damage to property including, but not

limited to, existing landscaping including turf, planters, bicycle racks, litter containers, light and traffic signal poles, parking meters, fire hydrants, curbs, vehicles, buildings and structures, etc. All damage will be the responsibility of the Bidder to repair to its original condition and to the satisfaction of the Village.

6. Idling of Equipment

The Department of Public Works has a “No Idling” policy. A copy of the policy is available from the Department of Public Works if needed. The bidder is expected to adhere to this policy as they are an extension of the Public Works Department staff.

7. Project Inspection

Upon Request the contractor must provide the location of crews working within the village. The Water & Sewer Project Manager or his representative will periodically inspect the work and will always be available should any problems arise. The Water & Sewer Supervisor or Superintendent can be contacted at 708-358-5700.

8. Obstruction of Streets and Rights-of-Way

The bidder shall arrange to keep sidewalks open for traffic when possible, and to block portions of the streets only when deemed necessary to protect private property.

The bidder shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets a maximum amount of time. Bidder is to erect appropriate warning signs and furnish adequate barricades that identify the work zone for the motoring public and pedestrians.

9. Accident Prevention

The bidder shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Water & Sewer Superintendent or authorized representative shall be immediately discontinued by the bidder upon their receipt of instructions from the Water & Sewer Superintendent, or authorized representative, to discontinue such practice.

The bidder shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

10. Motorized Equipment

Under no circumstances shall any motorized equipment be permitted to be driven on the private property or driveways without prior authorization from the resident and the Water & Sewer Superintendent while performing work under the provisions of this contract. Plywood or other support or protection must be placed on the parkway and/or private property prior to operating or parking vehicles or equipment on or over such property or other support or protection must be placed on the

private property prior to operating or parking vehicles or equipment on or over private property.

11. Parking

No off-street parking for equipment shall be provided for by the Village of Oak Park on any of the Village's public properties except as may be designated by the Water & Sewer Supervisor or Superintendent.

12. Traffic Control Plan

Bidder's item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the water service line replacement.

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

The governing factor in the execution and staging of work for their contract is to provide the motoring public with the safest possible travel conditions near the work zone. The bidder shall arrange their operations to keep the closing of any traffic lane(s) of the roadway to a minimum.

13. Pedestrian Traffic Control

While the work under this contract is taking place, the bidder shall block off the sidewalk to pedestrian traffic immediately adjacent to the work site if there is a reasonable concern of harm to pedestrians.

Licenses and Permits

The Contractor shall be responsible for becoming a Licensed Plumbing Contractor with the Village of Oak Park. The Village will issue any necessary permits for this work at no fee.

Alterations, Omissions and Extra Work

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

Method of Payment

The Village of Oak Park will pay monthly, all undisputed of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%. Invoicing is to be submitted in accordance to the schedule of prices per project location. The work per location shall be billed once work at the location is complete.

Change Orders

Change Orders: Changes in the Work may be agreed to after execution of the Agreement, and without invalidating the Agreement, if the Change Order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such Change Order will be prepared by the Village. The Contractor may only proceed with the Change upon receipt of the written Change Order signed by the Village.

Emergency Changes: Contractor may perform work not included in the Scope of Work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A Change Order will then be negotiated and executed for the work performed, and for work remaining, if any.

Minor Changes (Field Orders): The Village may verbally authorize minor changes in the Scope of Work in order to prevent a delay in the progression of the Work. These field orders may not involve a change in the agreement price or be inconsistent with the Scope of Work.

Changes Due to Unknown Conditions: The Contractor is not responsible for Changes in the Work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Contractor shall notify the Village and a Change Order will be negotiated.

Any Change which results in a total agreement price in excess of \$10,000 must be approved by the Village of Oak Park Board of Trustees.

Correction of Work Prior To Final Payment

The Village has the right to stop work if the Contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the Contractor's work unacceptable, at the Village's election, the Contractor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the Contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

Bidder's Representative

The bidder shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the bidder, and to receive and execute orders from the Director of Public Works or appointed representative. Any instructions given to such superintendent or person executing work for the bidder shall be binding on the bidder as though given to him personally. Bidder's representative must be proficient in the use and interpretation of the English language.

Workers

The bidders shall employ competent laborers and shall replace, at the request of the Director of Public Works any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a bidder's employee to be immediately removed from the work crew if the above behavior is exhibited.

Time of Work

Bidder shall only work on weekdays, (Monday through Friday), from 7:30 a.m. to 4:30 p.m. No work will be allowed outside the standard workhours, on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Director of Public Works.

Dispute Resolution

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph M will be deemed per se invalid.

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the Bid document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your Bid.

VILLAGE OF OAK PARK

2023 SUPPLEMENTAL SPECIAL PROVISIONS

The following Supplemental Special Provisions supplement the Village of Oak Park General Conditions and the State of Illinois “Standard Specifications for Road and Bridge Construction,” adopted January 1, 2017 and the latest edition of the “Manual on Uniform Traffic Control Device for Streets and Highways,” and the “Standard Specifications for Water and Sewer Main Construction in Illinois,” in effect on the date of invitation for bids. In case of conflict with any parts of said specifications, the said Supplemental Special Provisions shall take precedence and shall govern. The above named publications shall hereinafter be referred to as the “Standard Specifications” which apply to and govern the construction of the ***CDBG WATER SERVICE LINE REPLACEMENT PROGRAM-2023.***

1. GENERAL

The Village has adopted a lead water service line replacement policy. The policy which applies to this contract is as follows:

1. Through the Village of Oak Park’s Capital Improvement Program, the Village will replace the Village side of the water service from the main to the curbstop with the new water main project, at which point the old service will be connected. After the new curbstop, a short tail piece will be used before installing the lead-pak fitting to connect to the existing service pipe.
2. Through the Village of Oak Park’s Lead Abatement Program, the Village will upgrade the public side of the water service when a homeowner upgrades the private side, replacing the lead pipe with copper.

The Village is seeking the services of a Contractor to complete the water service line replacement from the curb stop/roundway in the parkway to the meter setting inside the building, at qualifying properties. The general procedure will be as follows:

Review Project with Property Owner

After the Notice to Proceed is issued for the contract, the Village of Oak Park will provide addresses and contact information for the property owners. At that time, the Village will also notify the owners of whom the successful bidder is. The Contractor is then required to meet with the owner (Project Management Fee) to review the work at the subject location. The property owner can withdraw from the program at this point.

Offer the Acceptance/Withdrawal Letter to the property owner. This letter will serve as the property owner’s permission to allow the Village contractor(s) to work on private property. Each address will require its own plumbing permit to track the work at the subject address. There will be no fee for the permit.

Schedule and proceed with the work

Water service lines should be installed via directional drilling or boring to the maximum extent possible to minimize impacts to public and private property. The bore should be below the building foundation in such a manner as to allow a continuous 1" type K copper to be installed between the building and the curbstop. The new service pipe shall extend at least 18 inches into the building before any fittings are installed.

Contractor shall be responsible for locating water and sewer utilities on private property per the contract terms. **Sewer service shall be inspected and located to avoid conflicts with the water service installation.**

The interior meter setting needs to be installed according to the Service Line Installation Detail included with these documents. Polyethylene encasement of the copper tube when in contact with concrete shall be to wrap that portion of the pipe with electrical tape or other approved method to prevent direct contact of the copper and concrete.

Copper service tubing shall terminate at a MIP threaded connector or a flared fitting. Full port ball valves shall be used before and after the meter setting with a drain valve located after the meter. Connection to the existing plumbing shall be with a dielectric union adaptor if connecting to dissimilar material.

Any work necessary to complete the water service installation as described in these documents that does not have a pay item shall be considered incidental to the contract. The following list identifies examples of incidental items. This list shall not be considered a complete or exhaustive list.

- All removals including breaking basement slab, core drilling and/or saw cutting.
- Hand excavation and removal of spoil from inside building.
- Backfilling interior floor openings with granular material.
- Dust control inside buildings.
- Crimping or freezing of water services.
- Shrub and bush disposal.
- Traffic control and protection.
- Overnight protection of work areas.
- Testing of excavated materials.
- Disposal of CCDD materials.
- Sediment control.

Restoration

Final restoration of the parkway, concrete curb, concrete sidewalk and/or road surfaces will be completed by the Contractor under the scope of this contract.

Final installed water service route shall be shown on Water Service Installation Sketch to be provided by Contractor to Village for record keeping purposes. This sketch shall also identify detailed dimensions of restoration to be performed by the Contractor.

Work may need to be completed on Saturdays to accommodate residents. No additional compensation will be allowed for work completed on Saturdays.

Contractor will be responsible for all testing and proper disposal of spoils generated from this work. Removal of spoils classified as CCDD shall be considered incidental to the contract.

All site restoration, including concrete sidewalks and turf will be completed by the contractor under this contract.

All improvements on private property will become the property of the homeowner.

The necessary removal of fences shall be replaced under the contract terms and will be considered incidental.

Any damage to the interior or exterior of the home caused by the contractor shall be repaired at no additional cost to the Village or the Homeowner. Interior restoration would be limited to replacement of walls if removed. Painting would not be included.

The existing tap and corporation stop shall not be disturbed. If a new tap is required it will be performed by the Village of Oak Park Water Department. Existing B-boxes and curb stops shall be reused. If the curb stop and B-box needs to be replaced, a new curb stop and B-box will be furnished by the Village.

Water & Sewer Separation requirements apply for water and sewer service lines. Horizontal and vertical separation of water service lines and sewer service lines shall be done in accordance with the latest edition of the "Standard Specification for Water and Sewer Construction in Illinois."

Any claims for additional work must be presented to the Village immediately. Failure of the contractor to notify the Village Inspector will be reason to deny any claims for extra work.

All work covered under this contract is subject to inspection by the Village of Oak Park Building Inspections Department as well as the Department of Public Works and Utilities. Plumbing inspections will be required. Permit fees will be waived but Contractor is responsible for obtaining a permit and scheduling the work with the Village of Oak Park.

Contractor shall provide sediment control devices for all storm inlet structures within or adjacent to project limits and shall keep all streets tidy and clean of debris. This shall be considered incidental to the contract.

2. TRENCH BACKFILL

This work shall conform to Section 208 of the "Standard Specifications". This item shall consist of furnishing, placing, compacting and transporting course aggregate gradation CA-6

or CA-7 for backfilling material for all trenches made within the roadway, driveways and as directed by the Engineer. Parkway Excavations shall be backfilled with granular material up to 6 inches below the surface with the remainder backfilled with suitable soil material. All compaction shall be not less than 85 percent optimum, modified proctor. The material shall conform to Article 1004.5. This item also includes the disposal of the surplus excavated material which is replaced by trench backfill. Such disposal shall be made in accordance with Article 202.03 of the "Standard Specifications".

The Contractor shall maintain trenches flush with existing surfaces until permanent patches are installed or roadway excavation has begun. No additional compensation will be provided to the Contractor for trench maintenance.

Basis of Payment:

This work will be paid for at the contract unit price per cubic yard for TRENCH BACKFILL. Quantities incorporated into this item shall be measured by either Article 208.03(a) of the "Standard Specifications" or the Trench Backfill table published by the State of Illinois, Department of Transportation, Division of Highways, Bureau of Construction. See table in General Conditions.

3. PROJECT MANAGEMENT

Project Management shall include all supervision work associated with coordinating and performing the installation at a given property. A two hour maximum allotment will be allowed for each property with a successful agreement form or one hour for a project refusal. This work will include contacting the owner, meeting with the property owner to layout the installation, **obtaining property owner signature on Village agreement form**, payment plan (if applicable), no participation form or sample refusal form, providing the Village with sketch of as-built installation, scheduling the work and any follow-up meetings to explain the installation. No additional compensation will be allowed for the management of the project.

Photographs or video shall be taken at each property prior to the start of construction work to document the pre-existing conditions.

Monthly invoices should provide a breakdown of items and cost per property. Costs associated with preparing this breakdown shall be incidental to the contract.

Basis of Payment:

This work will be paid for as 1 or 2 Hours for each property at the contract unit price per hour for PROJECT MANAGEMENT. No additional compensation will be allowed.

4. UTILITY LOCATION – PRIVATE PROPERTY

This work shall include all labor, equipment and materials associated with locating the existing water and sewer services and private electric lines on private property. Where locates are not provided for the water service or sewer service, the Contractor shall complete locating services. Private electric lines for yard lamp posts or secondary structures for means of installing new service line.

Basis of Payment:

The work will be paid for at the contract unit price each for UTILITY LOCATION – PRIVATE PROPERTY.

5. WATER SERVICE LINE TYPE K – OPEN CUT, 1", 1-1/2", 2"

This work shall include furnishing and installing all materials required to lay water service piping according to Sections 41-2.12c and 41-2.13 of the "Standard Specifications for Water and Sewer Main Construction in Illinois 7th Edition." Embedment up to one foot above the pipe and earthen backfill shall be included in the cost per lineal feet of water service line. The service pipe is to be continuous and have no intermediate unions. This item shall include type K copper tubing at a minimum size of 1" diameter.

All service lines shall have a minimum depth of 60", unless otherwise approved by the Engineer. Service Lines shall be continuous unless approved by the Engineer with any buried joints made using flared connectors.

Basis of Payment:

The work will be paid for at the contract unit price per lineal foot for WATER SERVICE LINE TYPE K – OPEN CUT of the size specified.

6. WATER SERVICE LINE TYPE K – DIRECTIONAL DRILLING, 1", 1-1/2", 2"

This work shall include furnishing and installing all materials required to directionally drill water service piping according to Sections 41-2.12c and 41-2.13 of the "Standard Specifications for Water and Sewer Main Construction in Illinois 7th Edition." Open cut excavation through roadways for long side water services will not be acceptable. Directional drilling shall be used where practicable to minimize damage to private property. The service pipe is to be continuous and have no intermediate joints. This item shall include all excavation necessary for approach and receiving pits. This item shall include providing type K copper tubing at a minimum size of 1" diameter.

All service lines shall have a minimum depth of 60", unless otherwise approved by the Engineer.

Basis of Payment:

The work will be paid for at the contract unit price per lineal foot for WATER SERVICE LINE TYPE K – DIRECTIONAL DRILLING of the size specified.

7. EXCAVATION

This work shall include all labor, equipment and materials for the excavation, transportation and disposal of suitable materials and expose the water main or service line to complete the work item. Excavations in hard surfaces shall be saw cut prior to excavating. All excavations shall be neat and kept small as practical. Any holes to be left open overnight shall be protected with steel plates in roadway or 3/4" plywood in parkways. All excavated Materials shall be removed from site at the end of the day.

PARKWAY EXCAVATION will be required at locations where the upgraded water service has been backfilled in the parkway. This condition will be encountered where temporary connections to the lead service have been made and the area filled to protect the service from weather or other hazards.

Basis of Payment:

The work will be paid for at the contract unit price per each for SERVICE CONNECTION TO WATER MAIN EXCAVATION, WATER SERVICE DISCONNECTION EXCAVATION or PARKWAY EXCAVATION accordingly.

8. CRIMP/FREEZE WATER SERVICE

This work shall include all labor, equipment and materials required to excavate and crimp or freeze the existing water service in order to complete water disconnections and/or water service connection at locations approved by Engineer where both the curb stop and interior shut-off are broken or where the curb stop or corporation tap cannot be located. A new curb stop valve, furnished by the Village, would be installed on the service line to control the flow of water.

Basis of Payment:

The work shall be considered incidental to the contract.

9. WATER SERVICE CONNECTION ON PRIVATE PROPERTY

This item shall include furnishing and installing all materials required to connect to the existing water service on interior of home up to the isolation ball valve after the water meter in accordance Service Line Installation Detail WSU-001 and the connection to existing plumbing.

For foundation wall entry, the Contractor shall core drill the existing foundation wall to allow for penetration by the 1" copper water service pipe. The Contractor shall install a Polyethylene or PVC sleeve in the foundation to protect the copper service pipe. The interior and exterior of the cored hole shall be completely sealed with hydraulic cement to prevent water infiltration. The Contractor shall exercise caution to prevent damaging the existing foundation. The Contractor shall be responsible for repairing any damage to the foundation caused by the coring operation. The Contractor shall be responsible for moving and restoring any items on the interior of the home that infringe upon the work.

For under footing basement floor entry, the Contractor shall break out a hole in the floor. The Contractor shall install a polyethylene or PVC sleeve in the concrete patch or polyethylene wrap on the copper tubing to protect the copper service pipe. The basement floor shall be repaired with compacted aggregate base and 4 inches of concrete. The water pipe shall be completely sealed with hydraulic cement to prevent water infiltration. The Contractor shall exercise caution to prevent damaging the existing slab. The Contractor shall be responsible for repairing any damage to the slab caused by the drilling and removal operation. The Contractor shall be responsible for moving and restoring any items on the interior of the home that infringe upon the work.

The Contractor is responsible for any modifications to the interior plumbing necessary to install new water service. New interior water shut-off valves (ball valves) shall be installed on either side of meter. If existing meter is determined to be in need of replacement, Contractor shall install a new meter provided by City.

The Contractor shall be responsible for providing dust control and removing any debris generated by the work on the interior and exterior of the building and restore the area around the water service as nearly as practicable to its original condition.

This work shall also include abandoning the existing water service line in place. The existing plumbing shall be capped and/or plugged with hydraulic cement flush with the wall or slab.

Basis of Payment:

The work will be paid for at the contract unit price each for WATER SERVICE CONNECTION ON PRIVATE PROPERTY.

10. WATER METER RELOCATION

This work shall include all labor and materials required to relocate existing water meter to new water service entry point into home. Meter shall be located immediately upon entrance of the service pipe into the home approximately 3' off the ground. Meter shall be installed such that it is accessible for maintenance. Contractor to provide and install new shut-off valves (ball valve) on each side of the meter, drain connection between two shut-off valves, and #4 solid copper grounding wire between upstream and downstream with bronze ground clamps.

Basis of Payment:

This pay item is only applicable when new water service location is required as determined by the Village Engineer. The meter would typically be moved over 15' from the original location. The work will be paid for at the contract unit price each for WATER METER RELOCATION.

11. WATER SERVICE LINE TYPE L

This work shall include furnishing and installing all materials required to connect existing interior piping to new water service location. All fittings required to complete this work shall be considered incidental.

Basis of Payment:

The work will be paid for at the contract unit price per lineal foot for WATER SERVICE LINE TYPE L for the size specified as measured from the secondary shut off valve to the connection point of the existing plumbing in the nearest one-foot increments.

12. REMOVE AND REPLACE HOT WATER HEATER

This work shall include all labor, equipment and materials required to remove and replace the existing hot water heater (HWH) where it is blocking the existing water service entry point and/or water meter. This item will include draining the HWH, disconnecting the plumbing, gas supply and flue pipe and/or electric supply, temporarily moving and reinstalling the existing HWH.

Basis of Payment:

The work will be paid for at the contract unit price per each for REMOVE AND REPLACE HOT WATER HEATER.

13. HAND DIG EXCAVATION ALLOWANCE, 4 FT., 5 FT., 6 FT.

This item shall cover all additional cost associated with performing an excavation in an isolated area which permits only hand excavation. Additional labor for the removal of the excavated material and transporting of the fill materials shall be included with this item. This item shall include hand digging as a result of utility conflicts and/or digging and root pruning to protect trees.

Basis of Payment:

The item will be paid for as HAND DIG EXCAVATION ALLOWANCE for every occurrence of the depth specified. The Village shall be notified if hand digging is required prior to commencing this work. No additional compensation will be allowed for work covered under this item.

14. REMOVE AND REPLACE DRAIN TILES

This work shall include all labor, equipment and materials required to remove and replace existing 4" or 6" drainage tiles that are damaged or removed due to installation of the water service line. Construction shall extend on each side of the crossing until the perpendicular distance from the water main to the sewer is at least 1 foot. Constant O.D. mission couplings shall be used to connect new pipe to existing pipe. Contractor shall clean all drainage tiles which are disturbed and confirm positive drainage is maintained.

Basis of Payment:

The work will be paid for at the contract unit price per lineal foot for REMOVE AND REPLACE SEWER SERVICE LINES.

15. REMOVE AND REPLACE SEWER SERVICE LINES

This work shall include all labor, equipment and materials required to remove and replace existing 4" or 6" sanitary sewer service lines that are damaged or removed due to installation of the water service line. Where water and sewer separation requirements are not met, the service lateral or building service shall be replaced with ductile iron pipe or watermain quality PVC (C900). Construction shall extend on each side of the crossing until the perpendicular distance from the water main to the sewer is at least 10 feet. A minimum 18" vertical separation is required. Non-shear, shielded, constant O.D. missions shall be used to connect new pipe to existing pipe. Post repair sewer televising of any damaged sewer service lines shall be completed by the Contractor, incidental to this item, prior to acceptance of the work.

Basis of Payment:

The work will be paid for at the contract unit price per lineal foot for REMOVE AND REPLACE SEWER SERVICE LINES.

16. TRAFFIC CONTROL AND PROTECTION

This item shall include furnishing, installing, maintaining, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during construction or maintenance of this improvement.

Traffic Control and Protection shall be provided as called for in the plans, these Special Provisions, applicable Highway Standards, applicable sections of the Standard Specifications or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. All traffic control devices used on the project shall conform to the plans, special provisions, traffic control standards, traffic specifications and the "Illinois Manual on Traffic Control Devices for Streets and Highways" and the "Traffic Control Devices Handbook". No modification of these requirements will be allowed without prior written approval of the Engineer.

The Contractor shall be responsible for proper location, installation and arrangement of all traffic control devices. Contractor shall upon request of Engineer provide a sketch of proposed traffic control devices to be installed. All traffic control devices shall remain in place until specific authorization and relocation or removal is received from the Engineer.

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

Basis of Payment:

This work will be considered incidental.

17. REMOVE AND REPLACE P.C.C. SIDEWALK, 5"

This work shall include all labor, equipment and materials required to remove and replace the P.C.C. Sidewalk to facilitate installation of the new water service line. Any areas to be removed shall be approved by the project engineer prior to removal. This item shall include saw cutting, removal and disposal, aggregate base and concrete placement. All work shall be performed in accordance with Section 424 of the Standard Specifications and all other applicable sections related to this item.

Basis of Payment:

The work will be paid for at the contract unit price per square foot for REMOVE AND REPLACE P.C.C. SIDEWALK, 5".

18. LANDSCAPE RESTORATION

This item shall include all materials, equipment, and labor, required to removed disturbed landscaped areas to allow placement of 6 inches of pulverized topsoil with seed and blanket. All work shall be performed in accordance with Section 211 of the Standard Specifications. Seeding shall be raked into the surface prior to placement of straw blanket.

Basis of Payment

This work shall be paid for at the contract unit price per square foot, for LANDSCAPE RESTORATION.

19. TESTING FOR CONTAMINATED MATERIAL: (Revised 1/1/13)

This item shall include all materials, equipment, and labor, required to test ALL excavated materials for environmental contaminants as dictated by Clean Construction or Demolition Debris (CCDD) Legislation (PA 96-1416) incidental to the contract. It is the Contractor's responsibility to create and maintain all testing documentation to be supplied upon request.

Basis of Payment

All testing required shall be incidental to the contract.

20. REMOVAL AND DISPOSAL OF CONTAMINATED MATERIAL:

This item shall include all materials, equipment, and labor, required to remove and dispose of any excavated material which tests positive for contamination in accordance with all IEPA regulations.

Basis of Payment

This work shall be paid for at the contract unit price per cubic yard, for REMOVAL AND DISPOSAL OF CONTAMINATED MATERIAL.

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) 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 Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the 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 subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, 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 this paragraph.

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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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 the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from 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 contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: IL20230009 01/20/2023

Superseded General Decision Number: IL20220009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

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

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

The applicable Executive Order minimum wage rate will be

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

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023

ASBE0017-001 06/01/2021

	Rates	Fringes
ASBESTOS WORKER/INSULATOR Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 51.80	30.60
Fire Stop Technician.....	\$ 41.44	27.85
HAZARDOUS MATERIAL HANDLER includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 38.85	27.85

BOIL0001-001 05/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 52.61	33.07

BRIL0021-001 06/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 44.88	26.62

BRIL0021-004 06/01/2017

	Rates	Fringes
Marble Mason.....	\$ 44.63	26.83

BRIL0021-006 06/01/2017		
	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 44.38	25.84
TILE FINISHER.....	\$ 38.56	22.10
TILE SETTER.....	\$ 45.49	25.72

BRIL0021-009 06/01/2017		
	Rates	Fringes
MARBLE FINISHER.....	\$ 33.95	26.03

BRIL0021-012 06/01/2017		
	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 45.42	24.06

CARP0555-001 06/01/2022		
BUILDING, HEAVY, AND HIGHWAY		
	Rates	Fringes
CARPENTER		
Carpenter, Lather,		
Millwright, Piledriver,		
and Soft Floor Layer		
Building.....	\$ 52.01	38.85
Heavy & Highway.....	\$ 52.01	38.85

CARP0555-002 10/01/2022		
RESIDENTIAL CONSTRUCTION		
	Rates	Fringes
CARPENTER.....	\$ 44.11	34.47

ELEC0009-003 05/29/2022		
	Rates	Fringes
Line Construction		

Groundman.....	\$ 45.44	61.70%
Lineman and Equipment Operator.....	\$ 58.25	61.70%

ELEC0134-001 06/06/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 52.05	39.12

ELEC0134-003 06/07/2021

	Rates	Fringes
ELECTRICIAN ELECTRICAL TECHNICIAN.....	\$ 46.26	28.23

The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit.

ELEV0002-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 65.12	37.335+a+b

FOOTNOTES:

a) PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Veterans' Day and Christmas Day.

b) Employer contributes 8% of regular hourly rate as vacation pay credit for employee with more than 5 years of service, and 6% for employee with less than 5 years service

* ENGI0150-006 06/01/2022

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 55.10	46.00
GROUP 2.....	\$ 53.80	46.00
GROUP 3.....	\$ 51.25	46.00
GROUP 4.....	\$ 49.50	46.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant*; Asphalt Spreader; Autograde*; Backhoes with Caisson attachment*; Batch Plant*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs*; Central Redi-Mix Plant*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.*; Concrete Paver 27E cu ft and Under*; Concrete Placer*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes*; Cranes, Hammerhead*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling*; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol*; Pile Drivers amd Skid Rig*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill*; Roto Mill Grinder (36" and Over)*; Roto Mill Grinder (Less Than 36")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Aotomatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)*;

Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovatin work); Hydrualic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

*-Requires Oiler

 * ENGI0150-025 06/01/2022

Heavy and Highway Construction

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader,

Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 75 series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than

asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

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

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

*Requires Oiler

IRON0001-026 06/01/2021

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

IRON0063-001 06/01/2021

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 52.13	39.47

IRON0063-002 06/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 44.42	29.73

IRON0136-001 07/01/2022

	Rates	Fringes
IRONWORKER		
Machinery Movers; Riggers;		
Machinery Erectors.....	\$ 47.00	40.54
Master Riggers.....	\$ 49.50	40.54

LAB00002-006 06/01/2018

	Rates	Fringes
LABORER (BUILDING & RESIDENTIAL)		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.72	28.19
GROUP 3.....	\$ 42.80	28.19
GROUP 4.....	\$ 42.82	28.19
GROUP 5.....	\$ 42.87	28.19
GROUP 6.....	\$ 42.92	28.19
GROUP 7.....	\$ 42.95	28.19
GROUP 8.....	\$ 43.05	28.19
GROUP 9.....	\$ 43.07	28.19
GROUP 10.....	\$ 43.17	28.19
GROUP 11.....	\$ 43.00	28.19
GROUP 12.....	\$ 43.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

GROUP 4: Chimney over 40 ft.; Scaffold Laborers.

GROUP 5: Cement Gun Nozzle Laborers (Gunite); Windlass and capstan person.

GROUP 6: Stone Derrickmen & Handlers.

GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.

GROUP 8: Firebrick & Boiler Laborers.

GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

LAB00002-007 06/01/2018

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.80	28.19
GROUP 3.....	\$ 42.87	28.19
GROUP 4.....	\$ 43.00	28.19
GROUP 5.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettleman; Mixer-men; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

LAB00002-008 06/01/2018

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

LABORER CLASSIFICATIONS (TUNNEL)

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

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

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

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

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

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

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

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

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

LAB00225-001 06/01/2018

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1.....	\$ 37.52	28.19
GROUP 2.....	\$ 42.72	28.19
GROUP 3.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or Strip Out Work

PAIN0014-001 06/01/2022

	Rates	Fringes
PAINTER (including taper).....	\$ 50.30	31.07

PAIN0027-001 06/01/2022

	Rates	Fringes
GLAZIER.....	\$ 48.75	41.32

PLAS0005-002 07/01/2015

	Rates	Fringes
PLASTERER.....	\$ 42.25	26.65

PLAS0502-001 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 45.25	33.48

PLUM0130-001 06/01/2021

	Rates	Fringes
PLUMBER.....	\$ 52.80	34.67

PLUM0597-002 06/01/2022

	Rates	Fringes
PIPEFITTER.....	\$ 53.00	37.62

ROOF0011-001 12/01/2022

	Rates	Fringes
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ROOFER.....\$ 48.00 28.08

* SFIL0281-001 01/01/2023

Rates Fringes

SPRINKLER FITTER.....\$ 54.55 33.65

SHEE0073-001 06/01/2022

Rates Fringes

Sheet Metal Worker.....\$ 49.10 42.91

SHEE0073-002 06/08/2018

Rates Fringes

Sheet Metal Worker
ALUMINUM GUTTER WORK.....\$ 31.32 37.02

TEAM0731-001 06/01/2017

COOK COUNTY - HEAVY AND HIGHWAY

Rates Fringes

TRUCK DRIVER

2 or 3 Axles.....\$ 35.60 22.10
4 Axles.....\$ 35.85 22.10
5 Axles.....\$ 36.05 22.10
6 Axles.....\$ 36.25 22.10

FOOTNOTES:

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

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

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

TEAM0731-002 04/01/2021

Rates Fringes

Traffic Control Device Monitor
 TRAFFIC SAFETY WORKER:

Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....\$ 38.50 18.70

 TEAM0786-001 06/01/2017

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 39.942	0.25+a
4 Axles.....	\$ 39.75	0.25+a
5 Axles.....	\$ 39.967	0.25+a
6 Axles.....	\$ 40.184	0.25+a

FOOTNOTES:

a. \$719.00 per week.

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

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

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

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

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

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

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

Union Rate Identifiers

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

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

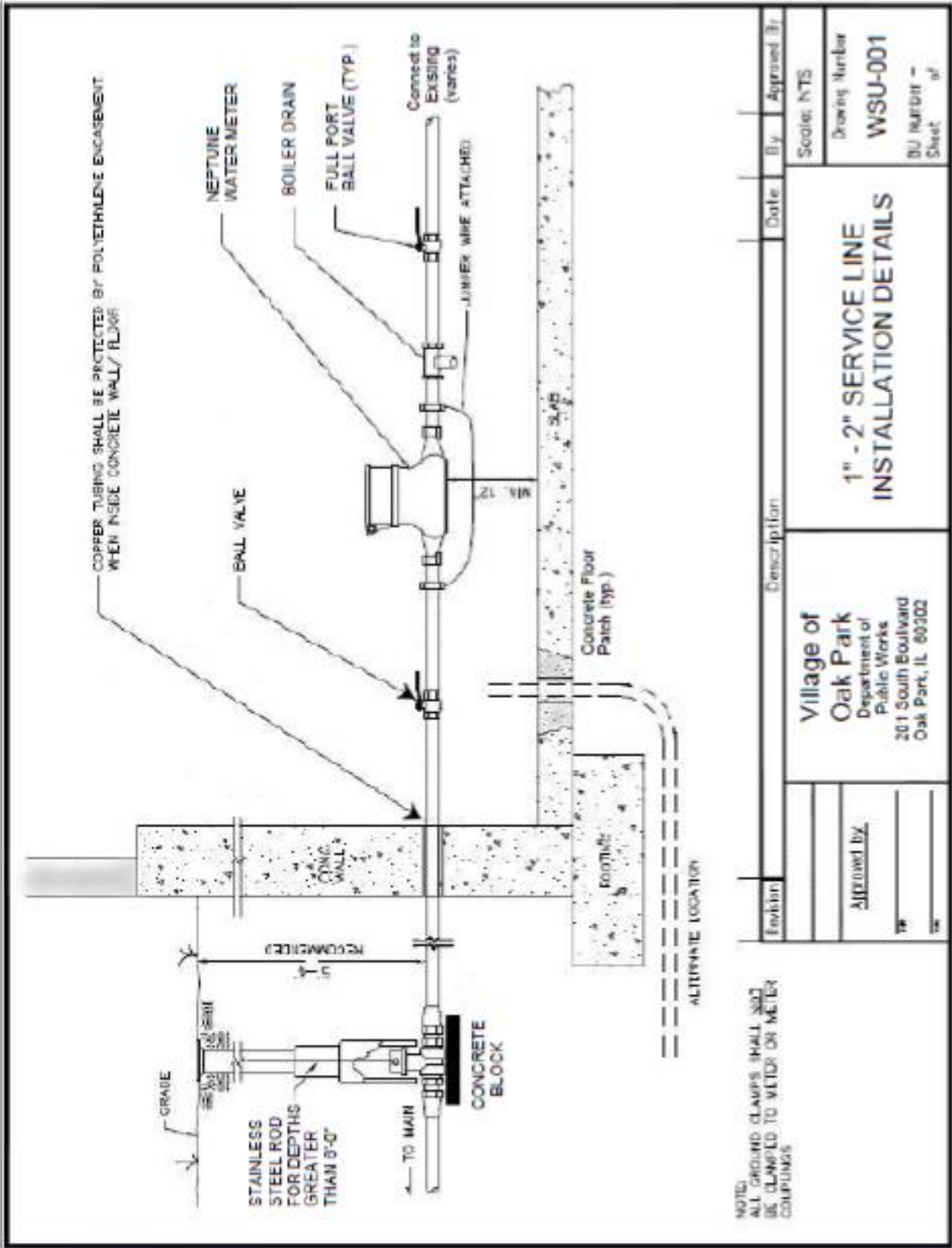
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

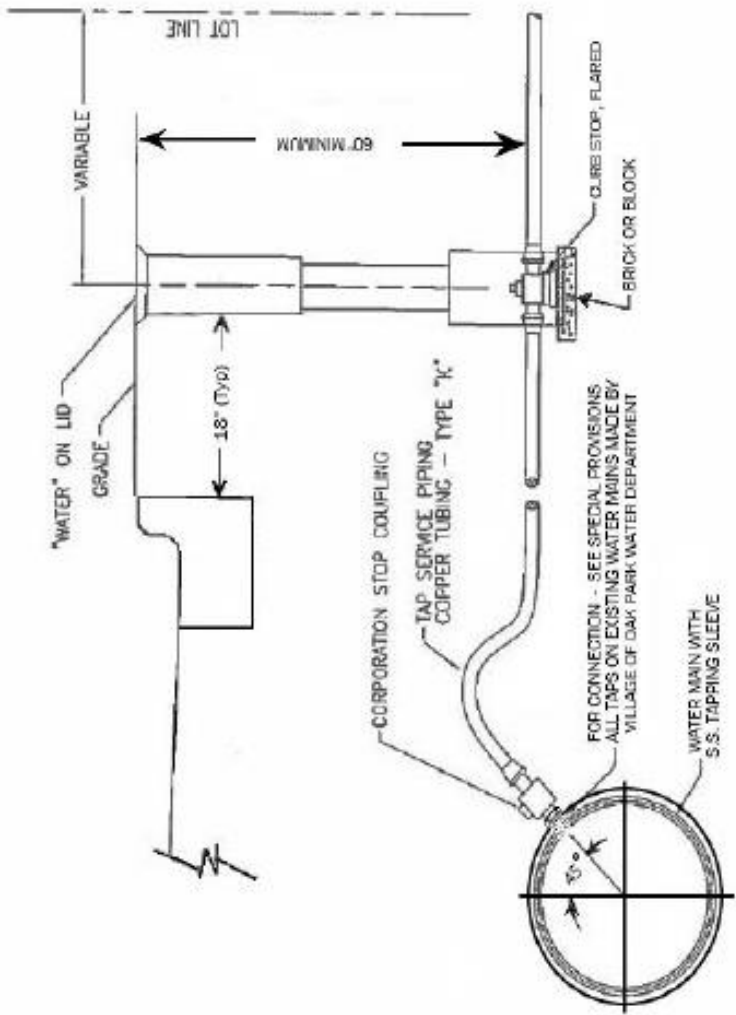
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

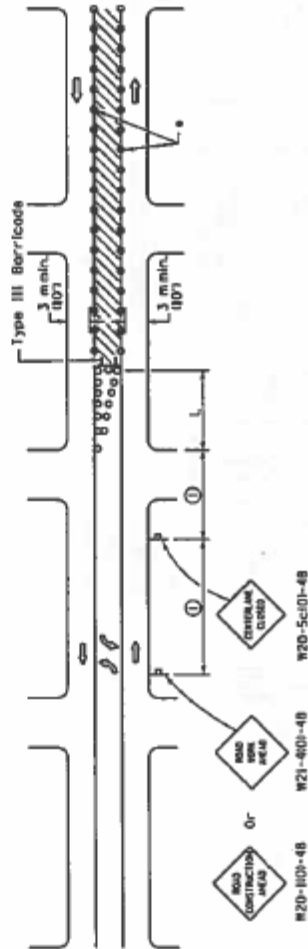
END OF GENERAL DECISION





Rev. #	Description		Date:	By:	Approved by:
	Village of Oak Park Department of Public Works 201 South Boulevard Oak Park, IL 60302				Scale: NTS
					DRAWING NUMBER
					WSU - 002
Approved by:					
JEE 6/16/2021					

Notes:
When workers are present, class 2 cones as shown in Standard 701501.



GENERAL NOTES

• Cones of 8 m (25') centers for 15 m (250'). Additional cones may be placed at 15 m (50') centers. When drums or Type I or II barricades are used, the interval between devices may be doubled.

Where L is:
SPEED LIMIT FORMULAS
 70 km/h (40 mph) Metric: $L = \frac{W}{150}$ L = 0.65W (feet)
 or less L = 150 L = 0.65W (feet)
 80 km/h (45 mph) or greater L = 0.65W (feet) L = 0.65W (feet)
 W = Width of offset in meters (feet).
 S = Recommended speed km/h (mph).

All dimensions are in millimeters (inches) unless otherwise shown.

CASE I

Signs required for both directional

SYMBOLS

- ↑ Arrow board
- ▨ Work area
- ⊕ Barricade or drum with steady burning in directional light
- ⊖ Barricade or drum without flashing light
- ⊙ Flagger with traffic control sign
- Cones, drums or barricades (Cones for daytime use only)
- ⊔ Sign on portable or permanent support

SIGN SPACING	
Posting Speed	Sign Spacing
35 (20)	152 m (500')
50 (30)	152 m (500')
60 (45)	152 m (500')
80 (50)	304 m (1000')

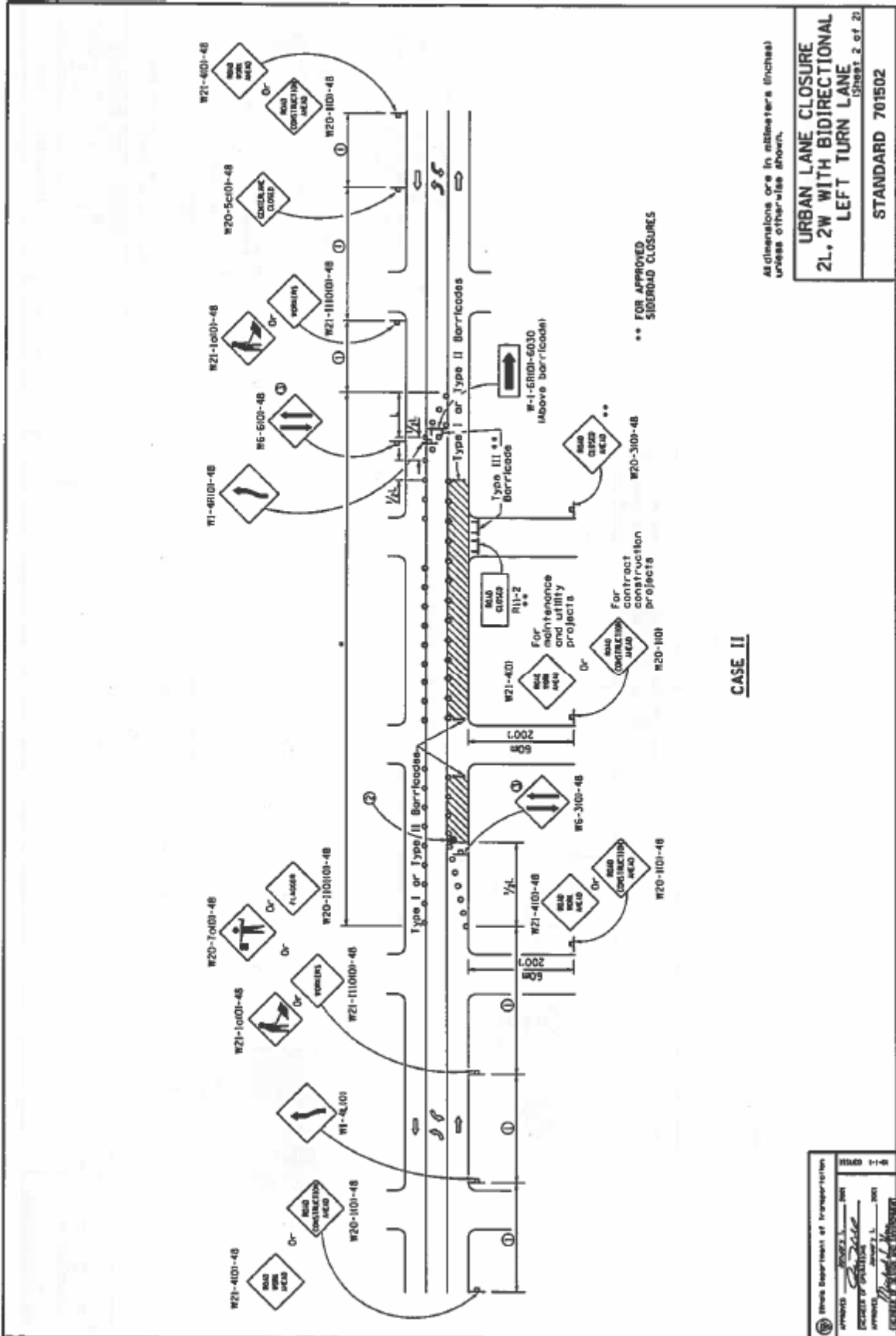
- ① = Refer to SIGN SPACING TABLE for distances.
- ② = Required for speeds > 70 km/h (40 mph).
- ③ = Required if work exceeds 164 m (500') or 1 block.
- ④ = For speeds exceeding 80 km/h (45 mph) contact the District Operations Office for approval of sign spacing.

DATE	REVISIONS
1-1-01	New Standard

**URBAN LANE CLOSURE
2L, 2W WITH BIDIRECTIONAL
LEFT TURN LANE**
(Sheet 1 of 2)

STANDARD 701502

Issue Department of Transportation
 APPROVED: [Signature] DATE: [Date]
 CHIEF OF DIVISION: [Signature]
 DIVISION OF HIGHWAYS
 PENNSYLVANIA DEPARTMENT OF TRANSPORTATION



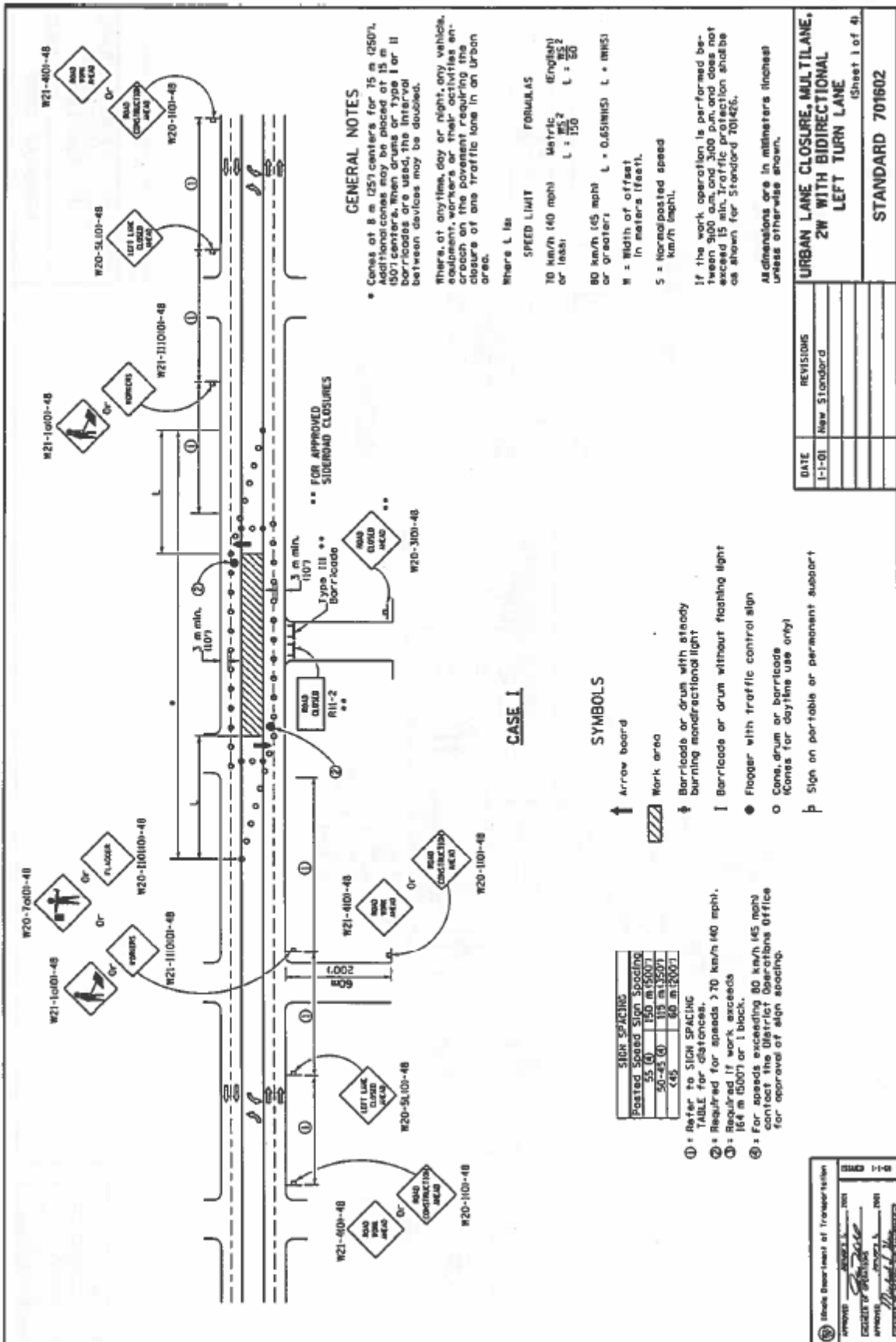
CASE II

As dimensions are in millimeters (inches) unless otherwise shown.

**URBAN LANE CLOSURE
2L, 2W WITH BIDIRECTIONAL
LEFT TURN LANE**
Sheet 2 of 2

STANDARD 701502

Mississippi Department of Transportation
 APPROVED: [Signature] DATE: 1-1-98
 PROJECT: [Signature]
 APPROVED: [Signature] DATE: 1-1-98
 PROJECT: [Signature]



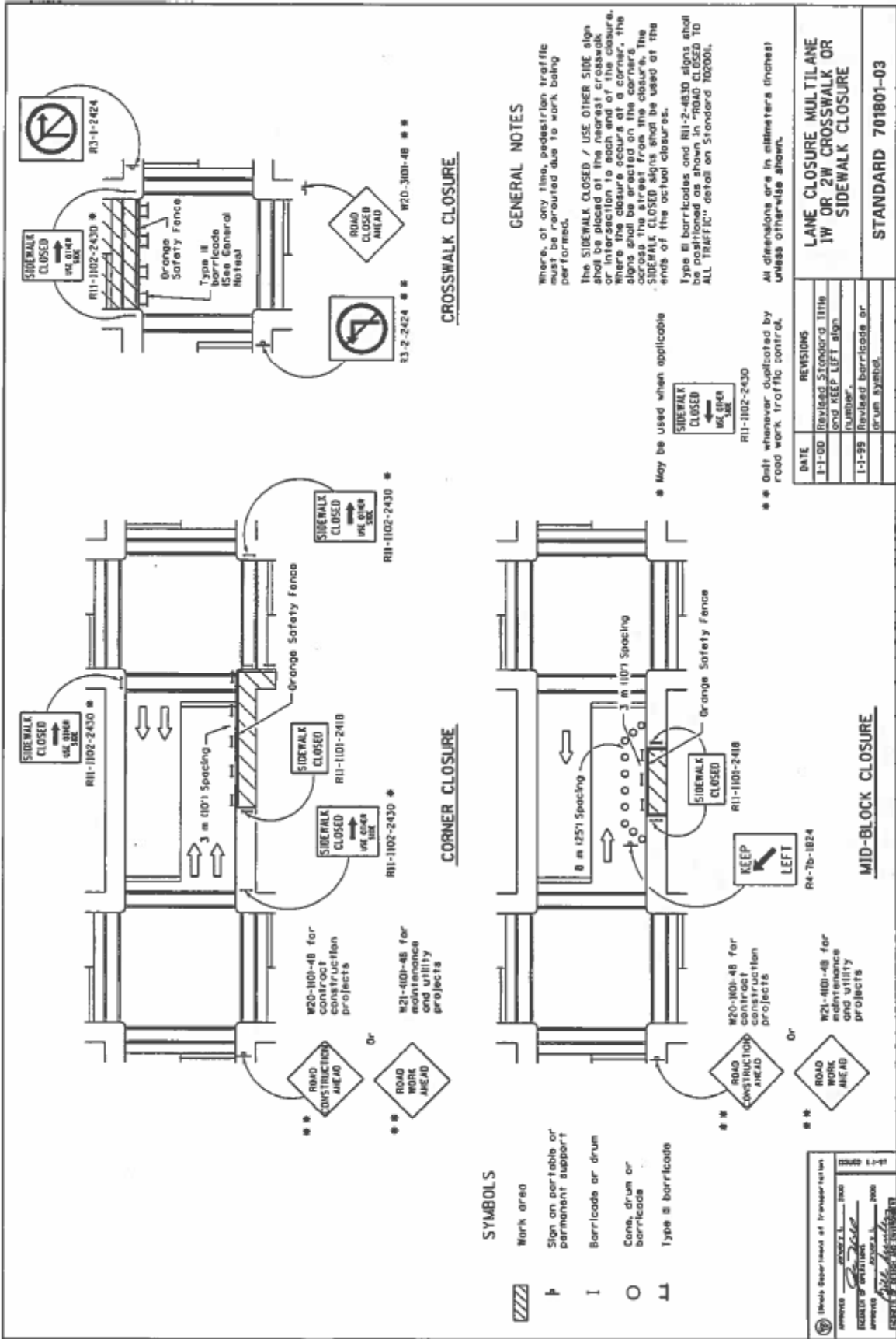
CASE 1

DATE	REVISIONS
1-1-01	New Standard

URBAN LANE CLOSURE, MULTILANE,
2W WITH BIDIRECTIONAL
LEFT TURN LANE

(Sheet 1 of 4)

STANDARD 701602



CROSSWALK CLOSURE

CORNER CLOSURE

MID-BLOCK CLOSURE

SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type B barricade

GENERAL NOTES

Where, at any time, pedestrian traffic must be rerouted due to work being performed.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure, where the closure occurs at a corner, the signs shall be erected on the corners, across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closure.

Type B barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 702001.

May be used when applicable

Only whenever duplicated by road work traffic control, unless otherwise shown.

DATE	REVISIONS
1-1-00	Revised Standard 1119 and KEEP LEFT sign number.
1-1-99	Revised barricade or drum symbol.

APPROVED: _____ PROJECT L. 1000 CHECKED BY: _____ DRAWN BY: _____ DATE: 1-1-99	STANDARD 701801-03 LANE CLOSURE MULTILANE 1W OR 2W CROSSWALK OR SIDEWALK CLOSURE
--	---

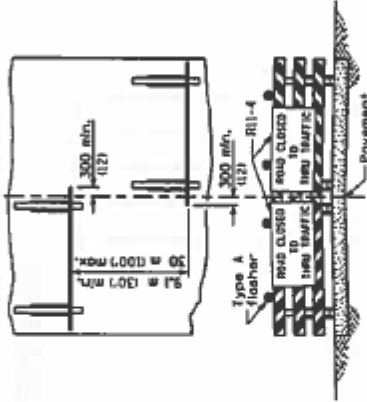
ROAD CONSTRUCTION NEXT X MILES
 END CONSTRUCTION
 020-101-5036
 020-20101-6024

This signing is required for objects over 3200 m (12 miles) or more in length.

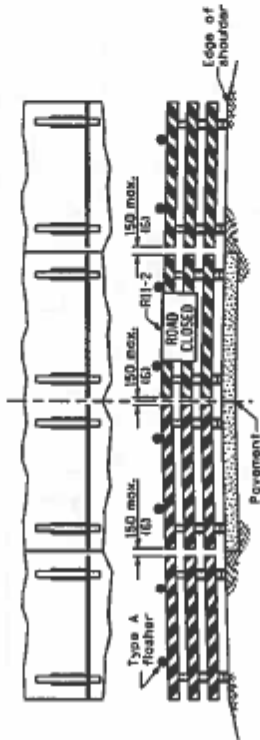
ROAD CONSTRUCTION NEXT X MILES sign should be placed 150 m (500') in advance of project limits.

END CONSTRUCTION sign should be erected at the end of the job unless another job is within 3200 m (12 miles).

WORK LIMIT SIGNING

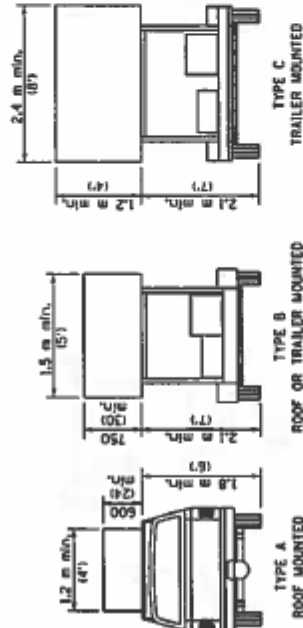


ROAD CLOSED TO ALL THRU TRAFFIC
 ReflectORIZED flashing sign should appear on both sides of the barricades. The barricades shall be to the edge of the pavement except when otherwise directed by the Engineer or shown on the detailed construction plans.

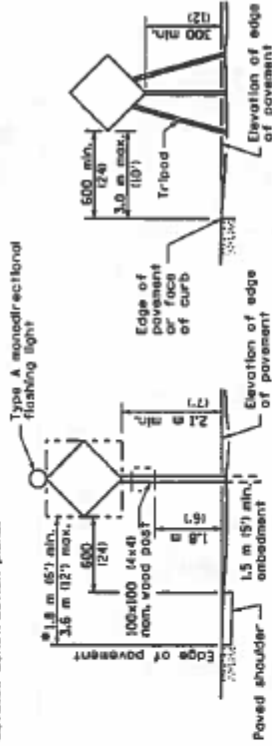


ROAD CLOSED TO ALL TRAFFIC
 ReflectORIZED striping may be omitted on the back side of the barricades. The barricades shall be to the edge of the pavement except when otherwise directed by the Engineer or shown on the detailed construction plans.

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD



ARROW BOARDS



TYPICAL SIGN INSTALLATIONS

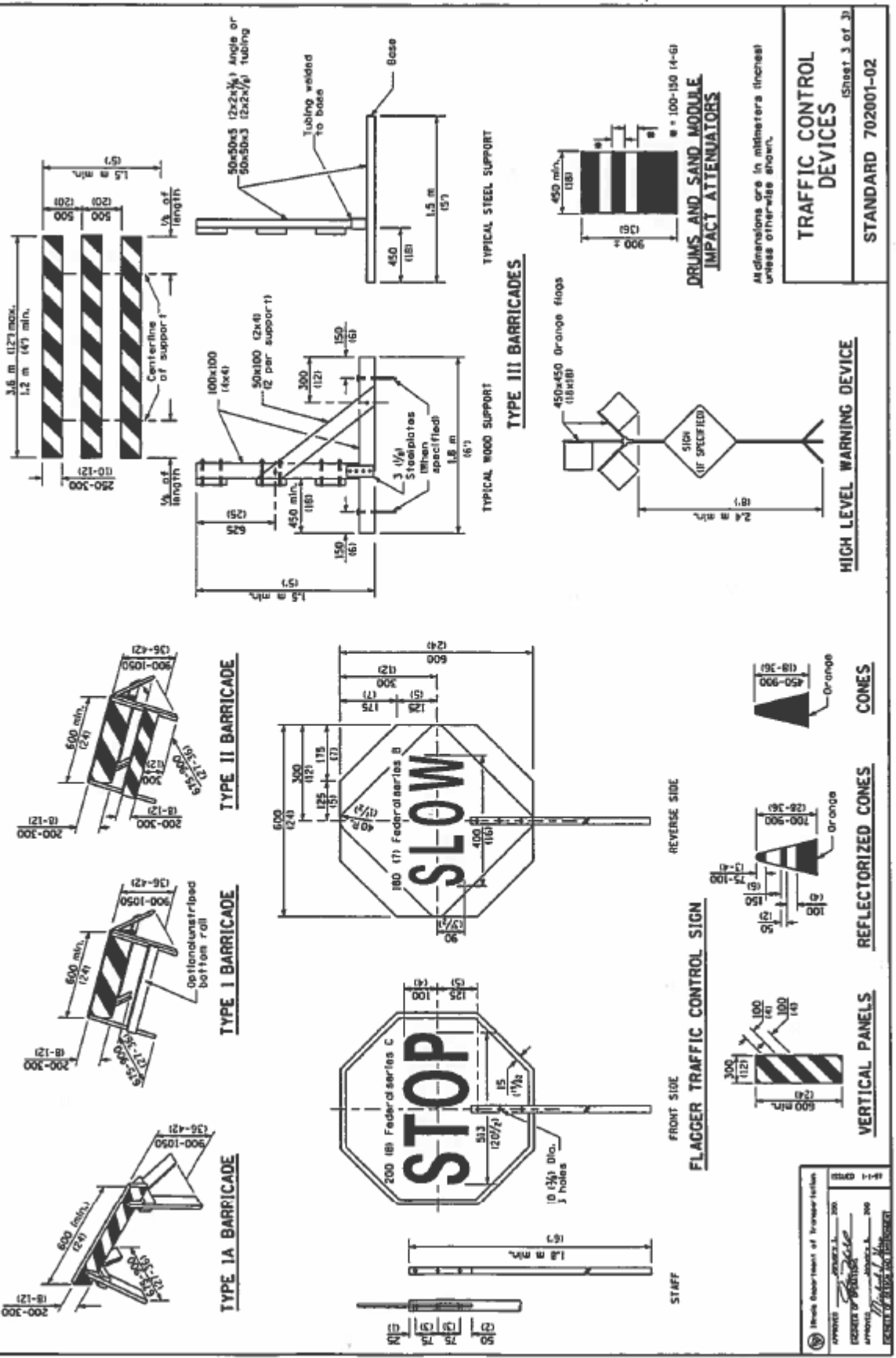
GENERAL NOTES

- When curb or paved shoulder are present this dimension should be 600 mm (24") to the face of curb or 15 m (49') to the outside edge of the paved shoulder.
- As heights shown, should be measured above the pavement surface.
- All dimensions are in millimeters (inches) unless otherwise shown.

DATE	REVISIONS
1-1-01	Added the word limits in Work Limit Signing det.
	Removed tubular marker.
1-1-00	Rev. now, tri-rod sign offset & LHD CONST.
	Sign number.

TRAFFIC CONTROL DEVICES
 STANDARD 702001-02
 (Sheet 1 of 3)

Illinois Department of Transportation
 APPROVED: [Signature]
 PROJECT: [Signature]
 DRAWN: [Signature]
 CHECKED: [Signature]
 DATE: 1-1-97



IV
BID FORM (Pricing)

The undersigned bidder agrees to all terms and conditions of the preceding specifications for the CDBG Water Service Line Replacement Program-2023 and will furnish all the insurance documents and security deposits as stipulated. The unit prices listed below should be for 2023 only. Bid bond amount should be 10% of the sum of Bidder's Estimate amount listed below.

VILLAGE OF OAK PARK					
CDBG WATER SERVICE LINE REPLACEMENT PROGRAM - 2023					
PROJECT # 23-114					
ITEM #	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	TRENCH BACKFILL	32	CU.YD.		
2	PROJECT MANAGEMENT	16	HRS		
3	UTILITY LOCATION - PRIVATE PROPERTY	8	EACH		
4	PARKWAY EXCAVATION	8	EACH		
5	WATER SERVICE CONNECTION-PARKWAY	8	EACH		
6	WATER SERVICE LINE, OPEN CUT, 1"	30	LIN.FT.		
7	WATER SERVICE LINE, DIRECTIONAL DRILL, 1"	340	LIN.FT.		
8	WATER SERVICE CONNECTION-PRIVATE PROPERTY	8	EACH		
9	WATER METER RELOCATION	2	EACH		
10	WATER SERVICE LINE TYPE L, 3/4"	16	LIN.FT.		
11	WATER SERVICE LINE TYPE L, 1"	15	LIN.FT.		
12	REMOVE AND REPLACE HOT WATER HEATER	1	EACH		
13	HAND DIG EXCAVATION ALLOWANCE, 5' DEEP	1	EACH		
14	HAND DIG EXCAVATION ALLOWANCE, 6' DEEP	1	EACH		
15	REMOVE AND REPLACE DRAIN TILES	5	LIN.FT.		
16	REMOVE AND REPLACE SEWER SERVICE LINES	25	LIN.FT.		
17	REMOVE AND REPLACE P.C.C. SIDEWALK, 5"	170	SQ.FT.		
18	LANDSCAPE RESTORATION	235	SQ.FT.		
19	REMOVAL AND DISPOSAL OF CONTAMINATED MATERIAL	7	CU.YD.		
			BIDDER'S ESTIMATE:		

_____)
(Print Name of Individual Signing)

Signed

Illinois Plumbing License #: _____

being first duly sworn on oath deposes and says that the bidder on the above Bid is organized as indicated below and that all statements herein made on behalf of such bidder and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their Bid from the Agreement Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

Signature of bidder authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of bidder shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: _____/____/2023

Organization Name (Seal - If Corporation)

By:

Authorized Signature

Address

Telephone

E-mail

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

Notary Public in the State of _____. My Commission

Expires on ____/____/_____

BID FORM CONTINUED

Complete Applicable Paragraph Below

(a) Corporation

The bidder is a corporation, which operates under the legal name of

_____ and is organized and existing under the laws of the State of
_____. The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

The corporation does have a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

(b) Partnership

Names, Signatures, and Addresses of all Partners

The partnership does business under the legal name of _____, which name is registered with the office of _____ in the county of _____.

(c) Sole Proprietor

The bidder is a Sole Proprietor whose full name is _____.

If the bidder is operating under a trade name,

said trade name is _____,

which name is registered with the office of _____

in the county of _____.

Signed: _____

Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her Bid is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

MUNICIPAL QUALIFICATION REFERENCE SHEET

Bidders shall furnish a minimum of four (4) references from projects similar in scope within the last two (2) years.

MUNICIPALITY _____
ADDRESS _____

CONTACT _____
PHONE _____
WORK _____
PERFORMED _____

MUNICIPALITY _____
ADDRESS _____

CONTACT _____
PHONE _____
WORK _____
PERFORMED _____

MUNICIPALITY _____
ADDRESS _____

CONTACT _____
PHONE _____
WORK _____
PERFORMED _____

MUNICIPALITY _____
ADDRESS _____

CONTACT _____
PHONE _____
WORK _____
PERFORMED _____

V
BIDDER CERTIFICATION

_____, as part of its Bid on an agreement for CDBG Water Service Line Replacement Program-2023 for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

(Authorized Agent of bidder selected)

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

Notary Public's Signature

- Notary Public Seal -

VI
TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn, deposes and says:

that he/she is _____ of
(partner, officer, owner, etc.)

(bidder selected)

The individual or entity making the foregoing Bid or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the Bid or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

By:
Its:

(name of bidder if the bidder is an individual)
(name of partner if the bidder is a partnership)
(name of officer if the bidder is a corporation)

The above statement must be subscribed and sworn to before a notary public.

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

Notary Public's Signature

- Notary Public Seal -

VII
ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named _____ and is organized and existing in good standing under the laws of the State of _____. The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

Registered Agent Name and Address: _____

The corporation has a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the Assumed Name is _____, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The Contractor is a Partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

Signature

Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner

BID BOND CONTINUED

Subscribed to and Sworn before me on the

_____ day of _____, 2023.

Notary Public

NAME OF SURETY

By: _____

Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the

_____ day of _____, 2023.

Notary Public

SECTION IX
COMPLIANCE AFFIDAVIT

I, _____, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) _____ of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: _____

Name and address of Business: _____

Telephone _____ E-Mail _____

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

Notary Public

- Notary Public Seal -

¹ Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

SECTION X
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: _____

2. Check here if your firm is:

- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

_____ Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all subcontractors working on this agreement. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

Date: _____

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report

Contractor Name _____

Total Employees _____

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities	
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander		
Officials & Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Semi-Skilled													
Laborers													
Service Workers													
TOTAL													
Management Trainees													
Apprentices													

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

_____, being first duly sworn, deposes and says that he/she is the _____

(Name of Person Making Affidavit)

(Title or Officer)

of _____ and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this _____ day of _____, 20__.

(Signature)

(Date)

SECTION XI
NO BID EXPLANATION

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Bid.

Bid Name: **Project No. 23-114; Village of Oak Park CDBG Water Service Line Replacement Program-2023**

Comments:

Signed: _____

Phone: _____

XII
CONTRACT BOND
(For Reference – Do Not Fill Out)

Contract Bond

_____, as PRINCIPAL, and
_____ as SURETY, are held and firmly bound unto the
Village of Oak Park (hereafter referred to as "Village") in the penal sum of
_____, well and truly to be paid to the
Village, for the payment of which its heirs, executors, administrators, successors and assigns,
are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect

CONTRACT BOND CONTINUED

whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this ____ day of _____, 2023.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
____ day of _____, 2023.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
____ day of _____, 2023.

Notary Public

XIII
AGREEMENT
(For Reference – Do Not Fill Out)

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Contract”) is entered into on the ____ day of _____ 2023, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the “Village”), and _____, a _____ (hereafter the “Contractor”).

RECITALS

WHEREAS, the Contractor submitted a Proposal to perform Water Service Line Replacement at select locations (hereinafter referred to as the “Work”), pursuant to the Village’s Request for Proposals, attached hereto and incorporated herein by reference; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Work and the work required hereunder; and

WHEREAS, the Contractor’s Proposal is attached hereto and incorporated herein by reference into this Agreement; and

WHEREAS, the Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

The Contractor shall perform the Work in accordance with its Proposal for an annual cost not to exceed \$ _____ (“Contract Price”), complete the Work in accordance with any applicable manufacturers’ warranties and in accordance with the Village’s Request for Proposals, the Contractor’s Proposal and this Contract, all of which, together shall constitute the Contract Documents. The Contractor acknowledges that it has inspected the sites where the work is to be performed and that it is fully familiar with all

of the conditions at the sites, and further that its Proposal has adequately taken into consideration all of the conditions at the sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner. The Contractor further represents and warrants that the Work will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Work will be free from defects. The Contractor shall achieve completion of all work required pursuant to the Contract Documents.

3. DESIGNATED REPRESENTATIVES

The Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Agreement. Such person shall have complete authority to transmit and receive instructions and information, interpret and define the Contractor's policies and decisions with respect to the Work governed by this Contract. The Village's Water & Sewer Superintendent shall have complete authority to transmit and receive instructions and information, interpret and define the Village's policies and decisions with respect to the Work governed by this Contract, or such other person as designated in writing by the Village Manager.

4. TERM OF CONTRACT

The Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and shall expire on December 31, 2023. The Contractor shall invoice the Village for the Work provided pursuant to this Contract the rates set forth in its Proposal. The term of this Contract may be extended in writing for up to two (2) additional one (1)-year periods of time pursuant to the consent of the parties.

5. RATE ADJUSTMENT

The Contractor shall be permitted to adjust its rates subject to one (1) adjustment annually, effective on the anniversary date of this Contract. Written notice to the Village from the Contractor must be provided for any annual rate adjustment providing the basis for the requested increase and supporting document justification within thirty (30) days prior to the anniversary date. The annual adjustment shall be based upon 100% of the percentage of change of the *index published in September* (as defined below) as compared to the September index for the previous year. The index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100). Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be greater than five percent (5%) of the previous year's rates for services provided under this Contract in any year. If the Contractor fails to justify the requested increase, the Village reserves the right to reject the request and terminate the remaining term of this Contract.

6. PAYMENT SCHEDULE

The Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release the Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which the Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

7. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the Work and is otherwise in default pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the

provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

8. DEFAULT/THE VILLAGE'S REMEDIES.

If it should appear at any time prior to payment for the Work provided pursuant to this Contract that the Contractor has failed or refused to prosecute, and is in default, or has delayed in the prosecution of, the Work to be provided pursuant to this Contract with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or the Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(A) The Village may require Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Work that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Contractor and the Work into compliance with this Contract;

(B) The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction;

(C) The Village may terminate this Contract without liability for further payment of amounts due or to become due under this Contract except for amounts due for Services properly performed prior to termination;

(D) The Village may withhold any payment from Contractor, whether or not previously approved, or may recover from Contractor any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

(E) The Village may recover any damages suffered by the Village as a result of Contractor's Event of Default.

(F) In addition to the above, if Contractor fails to complete any required Work pursuant to this Contract, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services remains uncompleted. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Work is not completed on time.

9. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of Workers Compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

10. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

11. INSURANCE

The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning Work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) **Workers' Compensation:**

i. Workers' Compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, the Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:
Combined Single Limit \$1,000,000.00

(D) **Umbrella:**

i. Limits:
Each Occurrence/Aggregate \$ 5,000,000.00

(E) The Village, its officers, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, employees, agents and volunteers as herein provided. The Contractor waives and agrees to require its insurers to waive its rights of subrogation against the Village and its officers, officials, employees, agents and volunteers.

12. GUARANTY

The Contractor warrants and guarantees that its Work performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. The Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

13. STANDARD OF CARE.

The Contractor shall endeavor to perform the Work pursuant to this Agreement Services with the same skill and judgment which can be reasonably expected from similarly situated contractors.

14. AFFIDAVIT OR CERTIFICATE

The Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

15. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or personal service, or by facsimile or email transmission to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302-4272
Facsimile: (708) 358-5101
Email: villagemanger@oak-park.us

To the Contractor:

Facsimile: _____
Email: _____

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice of facsimile or email transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile or email notice transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

16. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

17. EFFECTIVE DATE

The effective date of this Contract reflected above and below shall be the last date of its execution by one of the parties set forth below.

18. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract of the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

19. INDEPENDENT CONTRACTOR

The Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

20. CONTRACT BOND

The Contractor, before commencing the work under this Contract, shall furnish a Contract Bond. The Contract Bond shall remain in effect during the term of this Agreement. The Contract Bond shall be in the amount of twenty five thousand dollars (\$25,000.00) as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on standard AIA Documents, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against the defaulting Contractor may be made for the difference between the amount of the Contractor's Proposal and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the proposal guarantee.

21. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

22. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

23. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

24. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Proposals or the Contractor's Proposal and this Contract, this Contract and the Village's Request for Proposals shall control to the extent of such conflict.

25. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

26. COOPERATION OF THE PARTIES

The Village and the Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. The Contractor shall provide any and all documents to the Village pursuant to a FOIA request at no cost to the Village.

27. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

28. CERTIFIED PAYROLL

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

29. LIVING WAGE/MINIMUM WAGE

The Contractor shall comply with the Village's living wage requirements as set forth in Section 2-6-20 ("Living Wage") of the Oak Park Village Code, as amended. The Contractor shall further comply with the Cook County Minimum Wage Ordinance, codified as Sections 42-7 through 42-19 of the Cook County Code, as amended, and the minimum wage requirements of the State of Illinois set forth in 820 ILCS 105/4, as amended. The Contractor shall pay its employees the greater of the Village's living wage, the minimum wage set forth in the Cook County Minimum Wage Ordinance or the minimum wage set forth in 820 ILCS 150/4 as applicable during the term of this Contract. The Contractor shall provide any and all certified payroll records pursuant to Section 28 of this Contract above in order to determine whether the Contractor is meeting said requirement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the days and dates set forth below.

VILLAGE OF OAK PARK

CONTRACTOR

By: Kevin Jackson
Its: Village Manager

By:
Its:

Date: _____, 2023

Date: _____, 2023

ATTEST

ATTEST

By: Christina Waters
Its: Village Clerk

By:
Its:

Date: _____, 2023

Date: _____, 2023