Hamburg OSLAD Bid Packet 1 – Elevated Boardwalk

Final for Bidding November 16, 2026

Cover page

VILLAGE OF HAMBURG, CALHOUN COUNTY, ILLINOIS

HAMBURG MISSISSIPPI ACCESS AND RECREATION PARK

BID PACKET 1 — RIVERFRONT ELEVATED BOARDWALK

Funded in part by the Illinois Department of Natural Resources, Open Space Lands Acquisition and Development (OSLAD) Program, Grant Agreement No. OS-25-2616

This contract is subject to the Illinois Prevailing Wage Act (820 ILCS 130).

Owner	Village of Hamburg, P.O. Box 98, Hamburg, Illinois 62045 · 618-232-1500 hamburgclerk@frontier.com
Mayor	Steven W. Doerr
Village Clerk	Suzann Bailey
Village Trustee/Project Manager	Kathi Beyer
Village Engineer	Civil Design, Inc., 307 E. Washington Ave., Effingham, Illinois 62401 · 217-342-2025 · Contact: Shea Krotz, skrotz@civildesigninc.com
Village Attorneys	Keisha Morris and Bill Hoagland
Drawings	CDI Project No. 6492, Sheets C-000, C-001, C-100, C-200, C-202, S001, S101, S301, S501, S701, dated 10.23.26.
Grant expiration	October 30, 2027

Key dates

Event	Date and time (Central Time)
Advertisement published	11.17.26

Event	Date and time (Central Time)
Mandatory pre-bid meeting	11.23.26, 9 a.m., Hamburg Village Hall or by Zoom https://us02web.zoom.us/j/83182983442?pwd=N6u8S1KuTuHmPSboP2gPigzRohMInp.1
Written questions due	12.2.26, 5:00 p.m.
Last addendum issued	12.7.26, 5:00 p.m.
Bids due	**12.14.26, 5:00 p.m.**
Public bid opening	12.14.26, 6:30 p.m., Hamburg Village Hall
Substantial completion	June 1st, 2027
Final completion	June 30th, 2027

Contents

1. Advertisement for Bids
2. Instructions to Bidders
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4. Bid Form, Schedule of Prices and Bidder Certifications
5. Construction Contract
6. Bid Bond, Performance Bond and Payment Bond Forms
7. Notice of Award and Notice to Proceed

Incorporated by reference and furnished with this packet: the Drawings listed above; the current Illinois Department of Labor prevailing wage rates for Calhoun County; the IDNR OSLAD Grant Agreement No. OS-25-2616 (available from the Village Clerk); and any addenda.

Section 1 — Advertisement for Bids

Publish at least once, not less than 10 days before the bid date (or as the Village purchasing ordinance requires), in [Calhoun News-Herald / newspaper of general circulation in the Village]. Keep the certificate of publication in the grant file.

VILLAGE OF HAMBURG, CALHOUN COUNTY, ILLINOIS ADVERTISEMENT FOR BIDS HAMBURG MISSISSIPPI ACCESS AND RECREATION PARK — BID PACKET 1: RIVERFRONT ELEVATED BOARDWALK

The Village of Hamburg will receive sealed bids for the construction of a riverfront elevated boardwalk on the Mississippi River at Water Street, Hamburg, Illinois. The work includes concrete-filled steel pipe piles, galvanized structural steel framing, composite decking, pipe guardrails and pipe bollards, as shown in the plans prepared by Civil Design, Inc. The project is funded in part by an Illinois Department of Natural Resources Open Space Lands Acquisition and Development (OSLAD) grant.

Bid documents. The bid packet, plans and specifications are available at www.hamburgillinois.com under the Messages tab, or from the Village Clerk, P.O. Box 98, Hamburg, Illinois 62045, 618-232-1500, hamburgclerk@frontier.com.

Mandatory pre-bid meeting. 11.23.26, at 9 a.m. Central Time, at Hamburg Village Hall, 146 East Market Street, Hamburg, IL 62045, or by Zoom. Bids will be accepted only from firms that attended.

Bid deadline and opening. Bids must be received by the Village Clerk by 5:00 p.m. Central Time on Monday, December 14th, 2026. Bids may be mailed to Village of Hamburg, P.O. Box 98, Hamburg, IL 62045; hand-delivered to Hamburg Village Hall, 146 East Market St, Hamburg, IL 62045; or emailed to hamburgclerk@frontier.com, as provided in the Instructions to Bidders. Late bids will not be considered. Bids will be publicly opened and read aloud at 6:30 p.m. on 12.14.26 at Hamburg Village Hall.

Bid security and bonds. Each bid must be accompanied by a bid bond, certified check or cashier's check for 10% of the bid. The successful bidder must furnish performance and payment bonds for 100% of the contract price, which must guarantee payment of prevailing wages.

Prevailing wage. This contract is subject to the Illinois Prevailing Wage Act (820 ILCS 130). Not less than the prevailing rate of wages as determined by the Illinois Department of Labor for Calhoun County must be paid to all laborers, workers and mechanics performing work under the contract.

State requirements. This contract is subject to the Illinois Works Jobs Program Act apprenticeship goal (30 ILCS 559/20-20); the requirement that at least 50% of labor hours be performed by Illinois residents (20 ILCS 805/805-350); the Employment of Illinois Workers on Public Works Act (30 ILCS 570); the Steel Products Procurement Act (30 ILCS 565), which requires all steel products to be manufactured or produced in the United States; the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575); the Illinois Human Rights Act; and the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265). Minority-, women- and disability-owned businesses are encouraged to bid.

Schedule. The boardwalk is one of the first components of the park project, with the boat access parking area and parts of the restroom facility potentially starting simultaneously. Substantial completion is required by June 1st, 2027 and final completion by June 30th, 2027.

Award. The contract will be awarded to the lowest responsible and responsive bidder. The Village reserves the right to reject any or all bids and to waive technicalities and informalities. Bids may not be withdrawn for 60 days after the bid opening.

By order of the Mayor and Board of Trustees of the Village of Hamburg.

Suzann Bailey, Village Clerk

Published: 11.17.26

Section 2 — Instructions to Bidders

2.1 The project and this bid packet

1. The Village of Hamburg ("Village") is developing the Hamburg Mississippi Access and Recreation Park, a linear riverfront park on Water Street, with funding from the Illinois Department of Natural Resources ("IDNR") under OSLAD Grant Agreement No. OS-25-2616 ("Grant Agreement"). The Grant Agreement expires **October 30, 2027**. Costs incurred after that date cannot be reimbursed.
2. The park is being built under five separate bid packets, each bid, awarded and contracted separately: Packet 1, Riverfront Elevated Boardwalk (this packet); Packet 2, Boat Access & Restroom Parking Areas, Restroom Concrete Pad & Accessible Street Ramps and Truncated Dome Pavers; Packet 3, Accessible Dry Restroom; Packet 4, Turfstone Accessible Pathways, and Installation of Benches and Signs; Packet 5, Electrical Work. Bidders may bid other packets when they are advertised, but a bid on this packet covers only the work of this packet.
3. The boardwalk is one of the first components to be built. Packets 2 and 3 may be under construction at the same time. Packet 4, which includes the turfstone paver approach paths at each end of the boardwalk, will begin after this boardwalk structure, boat access parking area and dry restroom are substantially complete.

2.2 Bid documents

1. The Bid Documents are this bid packet (Sections 1 through 7); the Drawings listed on the cover page; the Illinois Department of Labor ("IDOL") prevailing wage rates for Calhoun County; and all addenda.
2. Bidders must use complete sets of Bid Documents. The Village is not responsible for errors or misinterpretations from incomplete sets.
3. Questions must be submitted in writing by email to the Village Clerk at hamburgclerk@frontier.com, with a copy to the Village Engineer at skrotz@civildesigninc.com, by the question deadline on the cover page. Answers that change or clarify the Bid Documents will be issued only by written addendum, posted on the Village website and emailed to all firms that attended the pre-bid meeting. Oral statements are not binding.
4. Bidders must acknowledge every addendum on the Bid Form. Failure to do so may make the bid non-responsive.

2.3 Mandatory pre-bid meeting

Attendance at the pre-bid meeting, in person or by Zoom, is mandatory. The Clerk will record attendees by firm name. Bids from firms not recorded as attending will be rejected as non-responsive. A site walk will follow the in-person meeting.

2.4 Examination of site and documents

1. Each bidder must visit the site and examine the Bid Documents before bidding. Bidders must satisfy themselves as to site conditions, access, staging, river levels and flooding, subsurface and shoreline conditions, utilities, and the quantity and quality of work required.

2. Pile lengths shown are assumed (30 feet each). Actual lengths are determined by driving to refusal. The Bid Form includes a unit price to adjust for actual pile length.
3. No geotechnical report has been prepared for this project. The Village makes no representation about subsurface or river conditions beyond the information in the Bid Documents.
4. No additional compensation will be allowed for conditions a reasonable site examination would have disclosed.

2.5 Bidder qualifications

1. Bidders must have successfully completed at least [three] projects in the last five years involving driven steel pipe piles and steel-framed boardwalks, piers, docks or similar structures in or along a river or other waterway. On request, the bidder must furnish within three business days a list of those projects with owner references, its equipment, key personnel, financial information and safety record (EMR).
2. Bidders must hold all licenses required for the work and be in good standing with the Illinois Secretary of State, if applicable.
3. Bidders must not be debarred, suspended or otherwise excluded under federal or State law, including SAM.gov exclusions, the Illinois Stop Payment List, IDOL's prevailing wage debarment list, or 720 ILCS 5/33E-3 or 33E-4.
4. In determining responsibility, the Village may consider past performance, compliance with prevailing wage and other public works laws, integrity, and technical and financial resources (2 CFR 200.318(h)). If a bidder fails to provide requested qualification information, the Village may reject the bid.

2.6 Preparation of bids

1. Bids must be submitted on the Bid Form in Section 4, completed in ink or typed, with every unit price and extension entered. Where words and figures conflict, words control. Where a unit price and its extension conflict, the unit price controls and the Village will correct the extension.
2. Bids must be signed by an officer or other person authorized to bind the bidder, and the bidder affidavit must be notarized.
3. Prices must include all labor, materials, equipment, supervision, transportation, permits and fees (except the permits the Village/Village Engineer obtains under Section 3), bonds, insurance, disposal, prevailing wages and all incidentals. The Village is exempt from Illinois sales and use tax; bids must not include those taxes.
4. Bids may not be conditioned or qualified. Unbalanced bids may be rejected.
5. **Brand names and "or equal."** Where a product is identified by brand name, it establishes the required quality and salient characteristics; an equal product may be offered. Requests for approval of an equal must be submitted in writing to the Village Engineer at least 10 days before the bid date, with complete product data. Approved equals will be listed by addendum.

2.7 Submission of bids

1. **Required contents.** Each bid must include: the Bid Form and Schedule of Prices; the Subcontractor List; the Business Enterprise Utilization Plan; bid security; the notarized Bidder Affidavit and Certifications; and acknowledgment of all addenda.

2. **Paper bids.** Place the bid in a sealed envelope marked "BID — Hamburg Park — Bid Packet 1, Elevated Boardwalk — Do Not Open," with the bidder's name and address. Mail it to the Village of Hamburg, P.O. Box 98, Hamburg, IL 62045, or hand-deliver it to the Village Clerk at Hamburg Village Hall, 146 East Market Street, Hamburg, IL 62045.
3. **Email bids.** Bids may be emailed to hamburgclerk@frontier.com as a single PDF with the subject line "BID — Hamburg Park — Bid Packet 1." The Clerk will log the time of receipt and will not open emailed bids until the public opening. An emailed bid may include a scanned bid bond, but the original bid bond must be received by the Clerk within three business days after the bid opening or the bid will be rejected. Bid security in the form of a check must be physically received by the bid deadline. The bidder bears the risk of email delivery failure, file-size limits and spam filtering; the time logged by the Village's email system controls.
4. Bids received after 5:00 p.m. Central Time on the bid date, by any method, will not be considered.
5. A bid may be withdrawn or modified in writing before the bid deadline. After the opening, bids may not be withdrawn for 60 days without the Village's written consent.

2.8 Bid security

Each bid must be accompanied by a bid bond on the form in Section 6, from a surety licensed to do business in Illinois, or a certified or cashier's check payable to the Village of Hamburg, for at least 10% of the total bid. Bid security of the successful bidder will be forfeited to the Village as liquidated damages if the bidder fails to execute the Contract and deliver the required bonds and insurance within 10 days after the Notice of Award. Other bidders' security will be returned after the Contract is executed or all bids are rejected.

2.9 Bid opening, evaluation and award

1. Bids will be publicly opened and read aloud at the time and place stated on the cover page.
2. The Contract will be awarded to the lowest responsible and responsive bidder (65 ILCS 5/8-9-1; 2 CFR 200.320(c)). A responsive bid conforms in all material respects to the Bid Documents. The low bid will be determined on the Total Base Bid. The Village may then accept the bid alternate in Section 4 if it is within available funding; acceptance of an alternate does not change which bidder is low on the Total Base Bid.
3. The Village Engineer will review the bids, check references and make a written recommendation to the Village Board.
4. The Village may reject any or all bids; reject any bid that is incomplete, conditional, unbalanced or non-responsive; waive technicalities and informalities; and reduce quantities or delete bid items to stay within budget, with any required IDNR approval.
5. **Tie bids.** Tie bids will be resolved by a coin toss conducted by the Village Board in public before award. Either tied bidder may instead withdraw its bid.
6. Award is subject to any required IDNR review under Paragraphs 14.1 and 37.13 of the Grant Agreement and to the availability of funds.
7. The bid tabulation and the identity of the surety will be kept as required by 30 ILCS 550/1.

2.10 Grant and statutory requirements

The Contract in Section 5 states these requirements in full. By submitting a bid, the bidder agrees to comply with all of them.

1. **Prevailing Wage Act (820 ILCS 130).** Not less than the prevailing rate of wages as determined by IDOL for Calhoun County must be paid to all laborers, workers and mechanics performing work under the Contract, including subcontractors. Current rates are posted at www.illinois.gov/idol. IDOL may revise rates during the Contract; revised rates apply from their effective date. Certified payrolls must be submitted monthly through the IDOL Illinois Prevailing Wage Portal.
2. **Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20, 20-25).** The park project has an estimated total cost over $500,000. Apprentices must perform the lesser of 10% of the total labor hours actually worked, or 10% of the estimated labor hours, in each prevailing wage classification, unless the goal is waived or reduced. The Contractor must report and certify compliance and appear before the Illinois Works Review Panel on reasonable notice.
3. **Illinois labor.** At least 50% of the labor hours on the project must be performed by actual residents of Illinois (20 ILCS 805/805-350). During a period of excessive unemployment, at least 90% of persons employed on the project must be Illinois laborers (30 ILCS 570).
4. **Steel Products Procurement Act (30 ILCS 565).** All steel products used or supplied in the work, including pipe piles, structural shapes, plates, channels, guardrail pipe, bollards and fasteners, must be manufactured or produced in the United States. The Contractor must provide mill certifications or other proof of domestic origin. To the greatest extent practicable, the Contractor must also prefer other goods and materials produced in the United States (2 CFR 200.322).
5. **Business Enterprise Program (30 ILCS 575; 2 CFR 200.321).** Bidders must make good-faith efforts to use minority-, women- and disability-owned businesses certified by the Illinois Commission on Equity and Inclusion, and submit the Utilization Plan with the bid.
6. **Equal employment opportunity.** The Contractor must comply with the Illinois Human Rights Act, the Public Works Employment Discrimination Act and the Equal Employment Opportunity Clause at 44 Ill. Adm. Code 750 Appendix A, and must have a written sexual harassment policy (775 ILCS 5/2-105).
7. **Bonds.** Performance and payment bonds for 100% of the Contract price are required (30 ILCS 550; 2 CFR 200.326; Grant Agreement 24.2). The bonds must guarantee the faithful performance of the prevailing wage clause.
8. **Substance abuse prevention.** Before work begins, the Contractor and each subcontractor must file a written substance abuse prevention program meeting 820 ILCS 265.
9. **Accessibility.** All work must meet the Illinois Accessibility Code (71 Ill. Adm. Code 400) and the 2010 ADA Standards for Accessible Design.
10. **Records and audits.** The Village, IDNR, the Illinois Auditor General, the Attorney General, any Inspector General and their representatives may inspect the Contractor's project records.

2.11 Execution of Contract

Within 10 days after the Notice of Award, the successful bidder must sign the Contract in Section 5 and deliver the bonds, insurance certificates and endorsements, and other documents listed in the Notice of Award. No work may begin until the Village issues a written Notice to Proceed.

Section 3 — Scope of Work and Special Provisions

3.1 Summary of work

The Contractor will furnish all labor, materials, equipment and services to construct the riverfront elevated boardwalk shown on Sheet C-202 (keyed note 4) and Sheets S001 through S701, complete and ready for use. The work includes:

1. Mobilization, layout and survey control from the benchmarks shown on Sheet C-000 and C-201/C-203.
2. Erosion and sediment control, and protection of the riverbank and the Mississippi River.
3. Furnishing and driving 8-inch diameter standard steel pipe piles (or 8-inch ASTM F480 well casing pipe, Schedule 40) to refusal, assumed 30 feet long each, and filling them with concrete to the top of pile (Sheet S101, Pile Plan).
4. Pile leveling caps: C8x13.75 leveling channels, leveling plates and end plates (Sheet S501).
5. Galvanized structural steel framing: W4x13 beams, W8 end beams, C8x13.75 stringers bent as one piece at each angle point, angles and connections (Sheets S101, S301, S501).
6. 2x8 structural composite nailers, 2x10 structural composite rim boards on each side and end, and 2x6 composite deck boards with 1/8-inch gaps (Sheets S101, S301, S501).
7. Pipe guardrail on each side: 1-1/4-inch standard pipe posts and rails, 3'-6" high, with continuous 1/4" x 4" kick plate and base plates bolted through the framing (Sheet S701).
8. Pipe bollards at the locations shown on Sheet C-202 (keyed note 6), per Detail G on Sheet C-300.
9. Site restoration of all areas disturbed by the work.

Not in this packet: the Turfstone paver approach paths, truncated dome pavers, curb ramps and striped crosswalks at each end of the boardwalk (Packets 2 & 4); relocation of one overhead electric line by electric utility (Sheet C-100) and one overhead electric line moved underground (Packet 5) (Sheet C-202, keyed note 5), with the line to be removed done under separate arrangement between utility and the Village.

3.2 Drawings and order of precedence

1. The Drawings are CDI Project No. 6492, Sheets C-000, C-001, C-100, C-200, C-202, S001, S101, S301, S501 and S701, bid-set dated 10.23.26.
2. The General Notes on Sheet C-001 and the Structural General Notes on Sheet S001 apply to this work, except where this Section 3 or the Contract states otherwise. Where the Drawings conflict, the stricter requirement applies, as stated on Sheet S001.
3. If the Drawings and this Section 3 conflict on a matter of permits, explosives, schedule or payment, this Section 3 and the Contract control.

3.3 Design criteria (from Sheet S001)

Item	Requirement
Building code	2018 International Building Code / ASCE 7-16, Risk Category II

Item	Requirement
Live load	60 psf (walkways and elevated platforms); total design load 75 psf
Wind	108 mph ultimate (3-second gust)
Seismic	Site Class D (assumed), Seismic Design Category C
Clear width	[Confirm with Engineer: 6'-0" per Sheet C-202 or 10'-0" out-to-out per Sheet S301]
Maximum height of deck above assumed shoreline	6'-0" (Sheet S301)

3.4 Materials

1. **Structural steel:** W-shapes ASTM A992; pipe ASTM A53 Grade B; other structural steel ASTM A36; nuts ASTM A563; washers ASTM F436 Type 1; welding electrodes AWS D1.1, E70XX.
2. **Galvanizing:** All steel exposed to weather or moisture must be hot-dip galvanized: shapes per ASTM A123, hardware per ASTM A153 or F2329. Field-damaged galvanizing must be repaired per ASTM A780.
3. **Concrete for pile fill:** IDOT Class DS mix per the IDOT Standard Specifications for Road and Bridge Construction (current edition), placed and tested per IDOT procedures.
4. **Composite lumber:** 2x6, 2x8 and 2x10 structural composite lumber equivalent to Southern Pine No. 2, capable of withstanding extended submerged conditions as proven by manufacturer testing. Fasteners hot-dip galvanized, stainless steel, silicon bronze or copper, compatible with the composite system per the manufacturer.
5. **Domestic steel:** All steel products must be manufactured or produced in the United States (30 ILCS 565). Mill certifications must accompany each shipment.
6. **Pipe bollards:** 4-inch diameter Grade 2 or Grade 3 steel pipe, concrete-filled, with radiused concrete cap, painted with two coats of exterior yellow paint for steel (Detail G, Sheet C-300).

3.5 Execution requirements

1. **Piles.** Drive piles to refusal using equipment suitable for the conditions. Keep a pile-driving log for each pile showing location, length driven, cut-off elevation and final driving resistance, and give it to the Engineer daily. Cut off piles to the elevations required to achieve a consistent beam elevation, then fill with concrete. Piles out of tolerance must be corrected as the Engineer directs, at the Contractor's expense.
2. **Steel erection.** Conform to AISC 303, AWS D1.1 and RCSC. Treat galvanized bolts, nuts and washers as assemblies from a single source, as stated on Sheet S001. Do not cut, notch or reduce structural members without the structural engineer's approval.
3. **Decking and guardrail.** Install per the manufacturer's instructions and the Drawings. The finished walking surface must be firm, stable and slip-resistant, with openings no wider than 1/2 inch in the direction of travel, and must meet the Illinois Accessibility Code and the 2010 ADA Standards.

4. **Elevations.** The boardwalk end elevations must match the approach path elevations shown on Sheet C-202 (443.20 north, 442.90 south, approximately) within 1/4 inch, so that the Packet 4 contractor can build accessible approaches without a vertical change in level.
5. **Work in or near the river.** The Contractor must comply with all conditions of the permits listed in 3.7. Equipment must not be fueled or serviced within 100 feet of the river. Turbidity and debris must be contained. No fill, debris or excavated material may be placed below the ordinary high water mark except as the permits allow.
6. **Explosives** may not be used.
7. **Trees.** Protect the existing trees shown on Sheet C-202 (including the 24-inch tree south of the boardwalk). Root pruning must follow Sheet C-100 Demolition Note 25.

3.6 Submittals

The Contractor must submit the following to the Village Engineer for review and approval before fabrication or installation. Review periods are 10 working days.

1. Shop drawings for all structural steel, guardrail and bollards, and erection drawings (Sheet S001).
2. Pile-driving equipment and procedure, and the concrete mix design for pile fill.
3. Product data and manufacturer's installation instructions for composite lumber and fasteners, including submerged-condition test data.
4. Mill certifications showing domestic manufacture of all steel products.
5. Galvanizing certifications.
6. Erosion and sediment control plan and the Contractor's certification under the Storm Water Pollution Prevention Plan (3.7).
7. Construction schedule (Contract Article 4).
8. At completion: pile-driving logs, as-built drawings showing pile locations, lengths and top elevations, and manufacturer warranties.

3.7 Permits

1. **Obtained by the Village or Village Engineer:** [U.S. Army Corps of Engineers Section 10/404 authorization]; [IDNR Office of Water Resources floodway construction permit (615 ILCS 5; 17 Ill. Adm. Code 3700)]; [Calhoun County floodplain development permit]; and coverage under the IEPA NPDES General Permit for Construction Site Activities (ILR10). Copies will be furnished to the Contractor. The Contractor must comply with every permit condition and sign the SWPPP contractor certification.
2. **Obtained by the Contractor:** all other permits, licenses and notices, including any Village building permit and right-of-way permits.
3. Sheet C-001 General Note 1 is modified accordingly.

3.8 River stage and flooding

1. The site is in the Mississippi River floodplain. The Contractor must monitor river forecasts and protect the work, materials and equipment from rising water.
2. If the Mississippi River exceeds flood stage and prevents work at the boardwalk location, the Contractor is entitled to an extension of time under Contract Section 4.3, but no additional

compensation. Damage to the work from flooding before acceptance is the Contractor's risk under Contract Section 15.2, subject to the builder's risk insurance in Article 7.

3.9 Coordination with other contractors and utilities

1. Other Village contractors may be working on Packets 2 and 3 at the same time. The Contractor must coordinate access, staging and schedule as directed by the Village Engineer (Contract Section 4.6).
2. The electric utility may be removing one overhead line at the area of the elevated boardwalk. One overhead line at the south end of park pavilions will be put underground after substantial work is completed for elevated boardwalk, boat access parking lot and dry restroom. The Contractor must coordinate with the utility and must not damage existing lines.
3. Water Street and the boat ramp must remain open to the public except as the Village approves in advance. The Contractor must provide traffic control per the MUTCD for any work affecting Water Street.
4. Staging will be in the area designated by the Village Engineer at the pre-construction meeting.

3.10 Measurement and payment

Item	Measurement	Payment includes
1. Mobilization and general conditions	Lump sum; 50% with first pay request, 50% at completion	Bonds, insurance, mobilization, layout, permits obtained by Contractor, demobilization
2. Erosion and sediment control	Lump sum, prorated by progress	SWPPP compliance, silt fence, turbidity control, inspections, removal
3. Steel pipe piles, furnished and driven, 30-ft assumed length	Each	Pile, driving, cut-off, concrete fill, leveling cap
4. Pile length adjustment	Linear foot, added or deducted, of pile driven more or less than 30 ft	Steel pipe and concrete fill
5. Boardwalk superstructure	Lump sum, by schedule of values	Steel framing, composite nailers, rim boards, decking, fasteners, galvanizing
6. Pipe guardrail	Linear foot, measured along each side	Posts, rails, kick plate, base plates, bolts
7. Pipe bollards	Each	Bollard, footing, concrete fill, cap, paint
8. Restoration	Lump sum	Grading, topsoil, seeding, cleanup

The Contractor must submit a schedule of values for lump-sum items for the Engineer's approval before the first pay request.

Section 4 — Bid Form

BID FORM — BID PACKET 1: RIVERFRONT ELEVATED BOARDWALK Hamburg Mississippi Access and Recreation Park · Village of Hamburg, Illinois · IDNR OSLAD Grant No. OS-25-2616 Bids due: 5:00 p.m. Central Time, December 7th, 2026

To the Mayor and Board of Trustees, Village of Hamburg:

The undersigned bidder has examined the site and all Bid Documents for Bid Packet 1, including Addenda Nos. [list] (acknowledged), and attended the mandatory pre-bid meeting. The bidder offers to furnish all labor, materials, equipment and services to complete the work of Bid Packet 1 for the prices below, and to achieve substantial completion by June 1st, 2027 and final completion by June 30, 2027. The bidder agrees to sign the Contract and deliver the required bonds and insurance within 10 days after the Notice of Award, and agrees that this bid will remain firm for 60 days after the bid opening.

Bidder information	
Name of firm	
Form of organization (sole proprietor / partnership / corporation / LLC / other)	
Address	
Contact person and title	
Telephone	
Email	
FEIN	
Illinois Secretary of State file no. (if applicable)	
Name and location of disposal site	

Schedule A — Schedule of Prices

Quantities marked "est." are the Engineer's estimates for comparing bids; payment will be for actual quantities at the unit prices bid.

Item	Description	Unit	Est. qty	Unit price	Extension
1	Mobilization and general conditions	LS	1		

Item	Description	Unit	Est. qty	Unit price	Extension
2	Erosion and sediment control	LS	1		
3	8" steel pipe piles, furnished and driven, 30-ft assumed length, concrete-filled, with leveling caps	EA	[34]		
4	Pile length adjustment (added or deducted)	LF	[100]		
5	Boardwalk superstructure : galvanized steel framing, composite nailers, rim boards and decking	LS	1		
6	Pipe guardrail with kick plate	LF	[170]		
7	Pipe bollards	EA	[4]		
8	Restoration	LS	1		
	TOTAL BASE BID (Items 1–8)				

Total Base Bid in words: _____ Dollars.

Bid Alternate A-1 — Aluminum plank decking. Furnish and install 2" x 10" extruded aluminum floor planks, with aluminum skirting, in lieu of the composite deck boards in Item 5, per the "Details for Elevated Boardwalk" Sheet A-3a and as approved by the Engineer. Price is the net change to Item 5.

Add / Deduct [circle one]: _____ dollars

All prices are in U.S. dollars and include prevailing wages, bonds, insurance, permits (except those the Village obtains), disposal and all incidentals, and exclude Illinois sales and use taxes.

Schedule B — Subcontractor and supplier list

Subcontractor or supplier name and address	Work or material	Approx. value	BEP certified? (MBE/WBE/PBE)

Steel suppliers and fabricators (country of manufacture must be USA):

_____

Schedule C — Business Enterprise Utilization Plan (30 ILCS 575; 2 CFR 200.321)

The bidder will use certified minority-, women- or disability-owned businesses for _____ dollars (____ percent of the Total Base Bid), as listed in Schedule B. If no or limited utilization is proposed, attach a description of good-faith efforts made, including firms contacted, dates and responses.

Schedule D — Bid security

Bid security enclosed (check one): ☐ Bid bond ☐ Certified check ☐ Cashier's check. Amount: _____ dollars (at least 10% of the Total Base Bid).

Schedule E — Bidder affidavit and certifications

The undersigned, being first duly sworn, certifies on behalf of the bidder that:

- **A. Bid rigging and bid rotating (720 ILCS 5/33E-11).** The bidder is not barred from contracting with any unit of State or local government as a result of a violation of 720 ILCS 5/33E-3 or 33E-4.
- **B. Non-collusion.** This bid is made without collusion with any other bidder, and the bidder has not entered into any agreement to fix prices or restrain competition.
- **C. Debarment.** Neither the bidder nor its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency (2 CFR Part 180) or by the State of Illinois, and the bidder is not on the Illinois Stop Payment List.
- **D. Taxes and State debt.** The bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue (65 ILCS 5/11-42.1-1) or of any debt to the State, unless under a deferred payment plan.
- **E. Prevailing wage.** The bidder will pay not less than the prevailing rate of wages determined by IDOL for Calhoun County to all laborers, workers and mechanics on the work, will require the same of all subcontractors, and will submit certified payrolls as required by 820 ILCS 130/5. The bidder is not on IDOL's list of contractors debarred under 820 ILCS 130/11a.
- **F. Illinois Works and Illinois labor.** The bidder will comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20), the 50% Illinois resident labor requirement (20 ILCS 805/805-350)

and the Employment of Illinois Workers on Public Works Act (30 ILCS 570), and will report and certify compliance as required.

- **G. Steel and domestic preference.** All steel products used or supplied will be manufactured or produced in the United States (30 ILCS 565), and the bidder will give preference to U.S.-produced goods and materials as required by 2 CFR 200.322.
- **H. Lobbying.** No grant or State funds have been or will be used to influence any officer or employee of any government agency or legislature in connection with any contract or grant (31 USC 1352; 2 CFR 200.450). The bidder has complied and will comply with Illinois Executive Order No. 1 (2007).
- **I. Equal employment and sexual harassment.** The bidder will comply with the Illinois Human Rights Act and 44 Ill. Adm. Code 750 Appendix A, and has a written sexual harassment policy meeting 775 ILCS 5/2-105(A)(4).
- **J. Drug-free workplace and substance abuse.** The bidder provides a drug-free workplace (30 ILCS 580) and will file a substance abuse prevention program meeting 820 ILCS 265 before work begins.
- **K. Other.** The bidder is not participating in an international boycott in violation of 50 USC 4841–4843; does not pay dues to or reimburse employees for any club that unlawfully discriminates (775 ILCS 25); and has no conflict of interest with any Village officer or employee, or has disclosed it in writing below.

Disclosures (if any): _____

Signature

The undersigned certifies that he or she is authorized to bind the bidder and that the statements in this Bid Form are true and correct.

Bidder: _____ By (signature): _____

Printed name and title: _____ Date: _____

Subscribed and sworn to before me on [date]. _____ Notary Public

Checklist of required submittals

- ☐ Bid Form and Schedule A, every price filled in
- ☐ Schedule B — Subcontractor and supplier list
- ☐ Schedule C — BEP Utilization Plan (and good-faith documentation if needed)
- ☐ Schedule D — Bid security (10%)
- ☐ Schedule E — Affidavit and certifications, signed and notarized
- ☐ Acknowledgment of all addenda

Section 5 — Construction Contract

CONSTRUCTION CONTRACT — BID PACKET 1: RIVERFRONT ELEVATED BOARDWALK Hamburg Mississippi Access and Recreation Park Funded in part by IDNR OSLAD Grant Agreement No. OS-25-2616

This Contract is entered into on [date] between the **Village of Hamburg**, an Illinois municipal corporation, P.O. Box 98, Hamburg, Illinois 62045 ("Village"), and **[Contractor name]**, a [state] [entity type], [address] ("Contractor").

The Village Board accepted the Contractor's bid on [date]. The Village and the Contractor agree as follows.

Article 1. Contract documents

1.1 The Contract Documents are, in order of precedence: (a) this Contract, including Exhibit 1 (Grant Agreement Flow-Down Terms); (b) addenda; (c) Section 3, Scope of Work and Special Provisions; (d) the Drawings, CDI Project No. 6492, Sheets C-000, C-001, C-100, C-200, C-202, S001, S101, S301, S501 and S701, dated 10.23.26; (e) Section 2, Instructions to Bidders; (f) the IDOL prevailing wage rates for Calhoun County; (g) the Contractor's Bid Form and schedules; and (h) the performance and payment bonds and insurance certificates.

1.2 The Contractor acknowledges that the Work is funded in part by IDNR Grant Agreement No. OS-25-2616 ("Grant Agreement"), a copy of which is available from the Village. Every Grant Agreement provision that by its terms applies to contractors or subcontractors is incorporated into this Contract. If this Contract and a mandatory Grant Agreement term or applicable statute conflict, the stricter requirement controls.

1.3 The Village Engineer is Civil Design, Inc. ("Engineer"). The Engineer will act as the Village's representative for technical matters, interpret the Drawings, review submittals, inspect the Work and recommend payment. The Engineer has no authority to change the Contract price or Contract Time; only a change order signed by the Village may do so.

Article 2. Scope of work

2.1 The Contractor will furnish all labor, materials, equipment, supervision, transportation and services necessary to construct **Bid Packet 1: Riverfront Elevated Boardwalk** of the Hamburg Mississippi Access and Recreation Park, Water Street, Hamburg, Illinois, as described in Section 3 and the Drawings ("Work"). [If accepted: The Work includes Bid Alternate A-1, aluminum plank decking.] Work in the other bid packets is not part of this Contract.

2.2 The Contractor will keep a competent superintendent on site whenever Work is in progress, with authority to act for the Contractor.

Article 3. Standards of performance

3.1 The Contractor will perform the Work in a good and workmanlike manner by trained and skilled workers, in compliance with all applicable federal, State and local laws, codes, ordinances and regulations.

3.2 The Contractor is an independent contractor. Neither the Contractor nor its employees are employees or agents of the Village or the State of Illinois.

3.3 The Contractor is responsible for the means, methods, sequences and safety of the Work and will comply with OSHA standards.

3.4 **Accessibility.** All facilities must be constructed to fully meet the Illinois Accessibility Code and the 2010 ADA Standards for Accessible Design (Grant Agreement 37.18). Non-complying Work will be corrected at the Contractor's expense.

3.5 **Permits.** The Village or Village Engineer have obtained or will obtain the permits identified in Section 3.7. The Contractor will obtain all other permits and licenses and comply with all permit conditions. A permit violation that jeopardizes grant reimbursement is a material breach (Grant Agreement 37.16).

3.6 **Utilities.** No overhead utility line may be constructed on the project site; all new utility service lines must be underground unless IDNR approves otherwise in writing (Grant Agreement 37.15(c)).

3.7 **Historic and natural resources.** The Contractor will comply with all conditions of IDNR's environmental and cultural resource review. If human remains or archaeological materials are encountered, the Contractor will stop work in that area and notify the Village immediately (20 ILCS 3420; 20 ILCS 3440). The Contract Time will be extended for any resulting delay.

3.8 **No assignment.** The Contractor may not assign this Contract or any right to payment without the Village's prior written consent. The Contractor may use only the subcontractors listed in its bid, or substitutes the Village approves in writing.

Article 4. Contract Time

4.1 The Contractor will begin the Work within 10 days after the date stated in the Notice to Proceed, achieve substantial completion by **[June 1, 2027]**, and achieve final completion by **[June 30, 2027]** ("Contract Time"). Time is of the essence. The grant funding this Work expires October 30, 2027, and the Village cannot obtain reimbursement for work performed after that date.

4.2 The Village will not issue the Notice to Proceed until IDNR confirms that environmental and cultural resource review under Grant Agreement 37.4 is complete, and the Contractor's bonds and insurance are approved. No work may begin before the Notice to Proceed.

4.3 The Contract Time will be extended for delays caused by river elevations that impede access or construction conditions as stated in Section 3.8, acts of the Village, delays by another Village contractor, or other causes beyond the Contractor's control, if the Contractor gives written notice within 7 days after the delay begins. No extension may run past **September 1, 2027** unless IDNR first extends the grant term in writing.

4.4 **Liquidated damages.** If the Contractor fails to achieve substantial or final completion within the Contract Time, as extended, the Contractor will pay the Village **[amount]** dollars per calendar day as liquidated damages. The parties agree this is a reasonable estimate of the Village's damages, including delay to the other bid packets that depend on this Work and the risk of lost grant reimbursement. The Village may deduct liquidated damages from amounts due.

4.5 **Boardwalk first.** This Work is one of the first components of the park project. Bid Packets 2 & 3 may be occurring simultaneously. Bid Packet 4 (approach paths, curb ramps and crosswalks) cannot begin until this Work is substantially complete. The Contractor will give the Engineer at least 14 days' notice of the expected date of substantial completion. "Substantial completion" means the boardwalk is structurally complete, the decking and guardrails are installed, and the Engineer has certified it ready for the Packet 4 approaches, with only punch-list items remaining.

4.6 **Coordination with other contractors.** The Village may award separate contracts for the other bid packets. The Contractor will coordinate its work, staging, access and schedule with the other contractors and the electric utility as directed by the Engineer; attend coordination meetings; protect work installed by others; and not interfere with or delay their work. The Contractor will repair, at its expense, any damage it causes to the work of others. The Contractor waives any claim against the Village for damages caused by another contractor's delay; its remedy is an extension of time under Section 4.3 and any claim it may have directly against the other contractor.

4.7 **Schedule.** Within 10 days after the Notice of Award, the Contractor will submit a construction schedule showing the order of work, procurement of steel and decking, pile driving, erection and completion dates, and will update it with each pay request.

Article 5. Changes in the Work

5.1 Changes may be made only by written change order signed by the Village. The Contractor will not be paid for extra work without a signed change order.

5.2 Any change order or series of change orders that increases or decreases the Contract price by $10,000 or more, or extends or shortens the Contract Time by 30 days or more, requires a written determination by the Village Board that the circumstances were not reasonably foreseeable at signing, the change is germane to the Contract, or the change is in the Village's best interest and authorized by law (720 ILCS 5/33E-9).

5.3 Any change that alters the approved project scope, site plan or budget requires IDNR's prior written approval under Grant Agreement 5.2, 6.2 and 37.15. The Contractor will not proceed with such a change until the Village confirms that approval.

5.4 Changes will be priced from the unit prices in the bid where applicable, otherwise by agreement on itemized cost plus [10] percent overhead and profit. Pile length adjustments are not change orders; they are paid at the unit price for Item 4.

Article 6. Contract price and payment

6.1 **Contract price.** The Village will pay the Contractor **[amount] dollars** for the Work, consisting of the lump-sum prices and the unit prices multiplied by actual quantities in the Contractor's Schedule of Prices [, plus Bid Alternate A-1], subject to additions and deductions by change order.

6.2 **Pay requests.** The Contractor may submit one pay request per month on AIA G702/G703 or an equivalent form, itemized by bid item, with the certification required by Grant Agreement 4.9. The Village will approve or disapprove each pay request within 30 days after receipt and pay approved amounts within 30 days after approval, as required by the Local Government Prompt Payment Act (50 ILCS 505). All payments are subject to Village Board approval.

6.3 **Retainage.** The Village will retain 10 percent of each payment until the Work is 50 percent complete, and will then reduce retainage so that no more than 5 percent of the Contract price is held (30 ILCS 550/1). Retainage will be released with final payment.

6.4 **Supporting documents.** Each pay request must include: (a) a Contractor's sworn statement listing all subcontractors and suppliers, amounts of their contracts, amounts paid and amounts due; (b) partial lien

waivers from the Contractor and every subcontractor and supplier for all prior payments; (c) certification that certified payrolls for the period have been filed with IDOL; (d) the Illinois Works, Illinois-resident labor and BEP reports for the period; and (e) mill certifications for steel delivered. Final payment requires final lien waivers from all parties, as-built drawings and pile logs, warranties, and final inspection and acceptance by the Village (Grant Agreement 31.2).

6.5 **Stored materials.** The Village may pay for steel and decking delivered and stored on site or in a bonded off-site location acceptable to the Village, if the Contractor provides invoices, insurance and a bill of sale transferring title to the Village.

6.6 **Subcontractor payment.** The Contractor will pay each subcontractor and supplier its share of any payment within 15 days after receipt, as required by 50 ILCS 505/9, and will include the same requirement in each subcontract.

6.7 **Withholding.** The Village may withhold payment for defective work, failure to submit required certified payrolls or reports, claims or liens, damage to Village property, or liquidated damages.

6.8 **Grant funding; tax exemption.** The Contractor's right to payment does not depend on the Village's receipt of grant reimbursement. The Contractor will cooperate in furnishing documents IDNR requires for reimbursement, including invoices, quantities and progress photographs. The Village is exempt from Illinois sales and use taxes, and the Contract price excludes them.

Article 7. Bonds and insurance

7.1 **Bonds.** Before signing, the Contractor will furnish a performance bond and a payment bond on the forms in Section 6, each for 100 percent of the Contract price, from a surety licensed in Illinois and acceptable to the Village, conforming to the Public Construction Bond Act (30 ILCS 550). Each bond must expressly guarantee the faithful performance of the prevailing wage requirements of Article 8.

7.2 **Insurance.** Before beginning work, and for the duration of the Work and the warranty period, the Contractor will maintain, with insurers admitted in Illinois and rated A- VII or better:

Coverage	Minimum limits
Commercial general liability, including premises/operations, independent contractors, products-completed operations, personal and advertising injury, and contractual liability	1,000,000 dollars per occurrence; 2,000,000 dollars aggregate
Automobile liability, all owned, hired and non-owned vehicles	1,000,000 dollars combined single limit
Workers' compensation	Statutory
Employer's liability	500,000 dollars each accident and disease
Umbrella or excess liability	[2,000,000] dollars

Coverage	Minimum limits
Watercraft / protection and indemnity (if barges or vessels are used)	1,000,000 dollars
Builder's risk / installation floater, including flood	Full replacement value of the Work

7.3 The Village, its officers, trustees, employees and agents, [the State of Illinois, acting through IDNR,] and Civil Design, Inc. must be named as additional insureds on the general liability, automobile and umbrella policies on a primary and noncontributory basis, including completed operations, by endorsement on ISO forms CG 20 10 and CG 20 37 or equivalent. The Contractor will deliver certificates and endorsements before work begins. Each policy must give the Village 30 days' written notice of cancellation.

Article 8. Prevailing wages (820 ILCS 130)

8.1 This Contract calls for the construction of a public work within the meaning of the Prevailing Wage Act. **Not less than the prevailing rate of wages as applicable to the Work shall be paid to all laborers, workers and mechanics performing work under this Contract**, including work by subcontractors at any tier.

8.2 The prevailing rates are those determined by IDOL for Calhoun County, as revised. IDOL publishes revised rates on its website; revised rates apply from their effective date, and the Contractor is responsible for monitoring them. No increase in the Contract price will be allowed for rate revisions.

8.3 The Contractor and each subcontractor will: (a) post the applicable prevailing wage rates at the job site; (b) make and keep for at least five years records of each worker's name, address, telephone number, last four digits of Social Security number, classification, hours worked each day, hourly wage and fringe benefits, and the starting and ending times of each day's work; (c) submit certified payrolls monthly, no later than the 15th day of the following month, through the IDOL Illinois Prevailing Wage Portal; and (d) make those records available for inspection by the Village, IDOL and IDNR on two business days' notice.

8.4 The Contractor will insert this Article in every subcontract and require each subcontractor to insert it in lower-tier subcontracts. The Contractor is liable for its subcontractors' compliance.

8.5 The Contractor will not use any contractor or subcontractor on IDOL's debarment list under 820 ILCS 130/11a.

Article 9. Illinois Works Apprenticeship Initiative (30 ILCS 559)

9.1 This project is subject to the Illinois Works Apprenticeship Initiative. The goal is that apprentices perform the lesser of 10 percent of the total labor hours actually worked, or 10 percent of the estimated labor hours, in each prevailing wage classification.

9.2 Before beginning work, the Contractor will submit an apprenticeship utilization plan by classification. Monthly, with its pay request, the Contractor will report apprentice and journeyworker hours by classification for itself and each subcontractor, and at completion will certify its compliance or efforts toward the goal, on forms the Village or the State prescribes.

9.3 If the Contractor believes the goal cannot be met, it will promptly give the Village the documentation needed for a waiver or reduction request under 30 ILCS 559/20-20(b).

9.4 The Contractor and each subcontractor will, on reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel (30 ILCS 559/20-25(d); Grant Agreement 3.5(o)).

Article 10. Illinois labor and workplace requirements

10.1 At least 50 percent of the labor hours on the project must be performed by actual residents of the State of Illinois (20 ILCS 805/805-350; Grant Agreement 37.5). The Contractor will report labor hours by residency monthly.

10.2 Whenever a period of excessive unemployment exists in Illinois, as defined by 30 ILCS 570/1, the Contractor will employ at least 90 percent Illinois laborers on the project, unless an exception under that Act applies.

10.3 Before beginning work, the Contractor and each subcontractor will file with the Village a written substance abuse prevention program meeting the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265).

10.4 The Contractor will provide a drug-free workplace (30 ILCS 580) and will maintain workers' compensation and unemployment insurance and pay all payroll taxes for its employees.

Article 11. Steel and domestic preference

11.1 All steel products used or supplied in the Work, including pipe piles, structural shapes, plates, channels, guardrail pipe, bollards and fasteners, must be manufactured or produced in the United States (Steel Products Procurement Act, 30 ILCS 565; Grant Agreement 29.4). The Contractor will furnish mill certifications or other proof of domestic origin with each delivery. Non-domestic steel will be rejected and replaced at the Contractor's expense.

11.2 To the greatest extent practicable and consistent with law, the Contractor will prefer goods, products and materials produced in the United States, including iron, aluminum, steel, cement and other manufactured products (2 CFR 200.322; Grant Agreement 18.5). The Contractor will include this Article in all subcontracts and purchase orders under this Contract.

Article 12. Business enterprise and equal opportunity

12.1 **Business Enterprise Program.** The Contractor will carry out its BEP Utilization Plan and make good-faith efforts to use minority-, women- and disability-owned businesses under 30 ILCS 575 and 2 CFR 200.321. The Contractor will not substitute a listed BEP firm without the Village's written approval and will report BEP payments with each pay request.

12.2 **Equal employment opportunity.** The Contractor will comply with the Illinois Human Rights Act (775 ILCS 5), the Public Works Employment Discrimination Act (775 ILCS 10), Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, the ADA and the Age Discrimination Act. The Equal Employment Opportunity Clause of 44 Ill. Adm. Code 750 Appendix A is incorporated in full. Among other things, the Contractor will not discriminate in employment because of race, color, religion, sex,

sexual orientation, national origin, ancestry, age, marital status, disability, military status or unfavorable discharge from military service; will state in solicitations for employees that all applicants will be afforded equal opportunity; will submit reports the Illinois Department of Human Rights requires; and will include the clause in all subcontracts.

12.3 **Sexual harassment.** The Contractor will maintain a written sexual harassment policy meeting 775 ILCS 5/2-105(A)(4) and provide a copy on request.

Article 13. Ethics, lobbying and communications

13.1 **Lobbying.** The Contractor certifies that it has not used and will not use grant or Village funds to influence any officer or employee of any government agency or legislature in connection with any contract, grant, loan or cooperative agreement (31 USC 1352; 2 CFR 200.450). The Contractor has complied and will comply with Illinois Executive Order No. 1 (2007), which prohibits hiring the then-serving Governor's family members to lobby procurement activities of the State or any unit of local government where the procurement may result in a contract over 25,000 dollars, and prohibits hiring for that purpose any former State employee who had procurement authority during the preceding year. The Contractor will include this Section in all subcontracts and forward any disclosures to the Village, which will forward them to IDNR (Grant Agreement 8.4–8.5).

13.2 **Conflicts of interest.** The Contractor will disclose immediately in writing any actual or potential conflict of interest involving the Village or IDNR. No Contract funds may be used to compensate any person holding elective office in Illinois (Grant Agreement 17.1–17.2).

13.3 **Gifts.** The Contractor will not give gifts to State employees in violation of the State Officials and Employees Ethics Act (5 ILCS 430/10-10).

13.4 **Whistleblower protections.** The Contractor will inform its employees in writing of their whistleblower rights and protections under 41 USC 4712 and the Illinois Whistleblower Act (740 ILCS 174), and will not retaliate against any employee for disclosing information about the use of grant funds (2 CFR 200.217; Grant Agreement 22.10).

13.5 **Publicity.** The Contractor will not issue any press release, public announcement or promotional material about the project without the Village's prior written approval, so the Village can give IDNR the 10 days' notice the Grant Agreement requires. Any approved material must state: "Funding provided in whole or in part by the Illinois Department of Natural Resources" (Grant Agreement 19.1–19.2, 38.2).

Article 14. Records, audit and inspection

14.1 The Contractor will keep complete books, records and supporting documents for the Work, including payrolls, invoices, change orders and correspondence, for at least five years after final payment, or longer if litigation, claim or audit is pending.

14.2 The Village, IDNR, the Illinois Auditor General, the Illinois Attorney General, any Executive Inspector General, IDNR's Inspector General and their authorized representatives may inspect, audit and copy those records and interview personnel at reasonable times (Grant Agreement 9.2; 2 CFR 200.337). The Contractor will include this Article in all subcontracts.

14.3 IDNR representatives may enter the site at any time to inspect the Work (Grant Agreement 37.20). The Contractor will furnish the information the Village needs for its quarterly reports to IDNR.

14.4 Records relating to this Contract may be subject to the Illinois Freedom of Information Act.

Article 15. Indemnification, warranty and risk

15.1 To the fullest extent permitted by law, the Contractor will defend, indemnify and hold harmless the Village, its officers, trustees, employees and agents, and the Engineer, from all claims, damages, losses and expenses, including attorneys' fees, arising out of the Work, to the extent caused by the negligent acts, errors, omissions or willful misconduct of the Contractor, its subcontractors or anyone for whom they are responsible. This Section does not require indemnification for the indemnitee's own negligence (740 ILCS 35).

15.2 The Contractor bears all risk of loss or damage to the Work, including from flooding, ice and debris, until final acceptance.

15.3 The Contractor warrants that all materials will be new and of good quality and that the Work will be free of defects for one year after final acceptance, or longer where the Drawings or a manufacturer's warranty so provide. The Contractor will promptly correct defects at its own expense. Manufacturer warranties for decking and coatings will be assigned to the Village.

Article 16. Default and termination

16.1 **For cause.** If the Contractor fails to perform any obligation, including timely progress, payment of prevailing wages or required reporting, and does not cure within 7 days after written notice, the Village may terminate this Contract in whole or in part, call on the surety, and complete the Work by other means. The Contractor and surety are liable for the excess cost of completion and for liquidated damages until the Village reasonably obtains completion.

16.2 **For convenience or loss of funding.** The Village may terminate this Contract in whole or in part for its convenience, or if IDNR suspends, terminates or reduces the Grant Agreement or funds are not appropriated, on 7 days' written notice. The Contractor will be paid for Work properly performed and materials delivered to the site before termination, plus reasonable demobilization costs, but not anticipated profit on unperformed Work.

16.3 **Suspension.** The Village may suspend the Work in writing for any period. The Contract Time will be extended, and the Contractor's reasonable direct costs of an extended suspension not caused by the Contractor will be paid by change order.

16.4 **Remedies.** The Village's remedies are cumulative and in addition to those available at law. Failure to enforce a provision is not a waiver.

Article 17. Other federal and State standards

17.1 The Contractor will comply with applicable standards under the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.), and will report violations to the Village (2 CFR Part 200 Appendix II).

17.2 The Contractor will use recovered materials to the extent practicable (2 CFR 200.323) and will not furnish covered telecommunications or video surveillance equipment prohibited by 2 CFR 200.216.

17.3 The Contractor certifies that it is not debarred or suspended (2 CFR Part 180) and will not use a debarred or suspended subcontractor, and will include this certification in all lower-tier subcontracts.

Article 18. General provisions

18.1 This Contract is governed by Illinois law. Venue lies in the Circuit Court of Calhoun County.

18.2 Notices must be in writing and delivered by hand, certified mail or email with confirmation to: Village — Suzann Bailey, Village Clerk, Village of Hamburg, P.O. Box 98, Hamburg, IL 62045, hamburgclerk@frontier.com, with copies to Mayor Steven W. Doerr, Village Attorney; Keisha Morris, keisha@keishamorrislaw.com, and the Engineer; Contractor — [name, address, email].

18.3 This Contract, with the Contract Documents, is the entire agreement and may be amended only in writing signed by both parties.

18.4 If any provision is held invalid, the rest remains in effect. Statutory provisions required to be included in this Contract are deemed included.

18.5 This Contract may be signed in counterparts and by electronic or PDF signature.

18.6 The Village's obligations under this Contract are subject to appropriation.

Signatures

VILLAGE OF HAMBURG	CONTRACTOR
By:	By:
Steven W. Doerr, Mayor	Name and title:
Date:	Date:
Attest: Suzann Bailey, Village Clerk	FEIN:

Exhibit 1 — Grant Agreement flow-down terms. Attach IDNR Grant Agreement No. OS-25-2616, Paragraphs 3.5, 8.4–8.5, 9.1–9.2, 17.1–17.2, 18.5, 19.1–19.2, 22.10, 24.1–24.2, 29.4, 31.2 and 37.4–37.20, or the full agreement.

Section 6 — Bond Forms

A surety's own form may be used if the Village Attorney approves it and it contains the substance of these forms, including the prevailing wage guarantee.

Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS, that [Bidder], as Principal, and [Surety], a corporation licensed to do business in Illinois, as Surety, are held and firmly bound to the **Village of Hamburg, Illinois** ("Village"), as Obligee, in the penal sum of ten percent (10%) of the total amount of the Principal's bid, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The Principal has submitted a bid for **Bid Packet 1: Riverfront Elevated Boardwalk, Hamburg Mississippi Access and Recreation Park**.

THE CONDITION OF THIS OBLIGATION is that if the Village accepts the Principal's bid and the Principal, within 10 days after the Notice of Award, signs the Contract and furnishes the required performance and payment bonds and insurance, or if the Village rejects the bid, then this obligation is void. Otherwise the Principal and Surety will pay the Village the penal sum as liquidated damages, it being agreed that the Village's damages would be difficult to determine.

Signed and sealed on [date].

PRINCIPAL	SURETY
[Name]	[Name]
By:	By:
Title:	Attorney-in-fact (attach power of attorney)

Performance Bond

Bond No. [number] · Contract: Bid Packet 1, Riverfront Elevated Boardwalk · Contract price: [amount] dollars

KNOW ALL PERSONS BY THESE PRESENTS, that [Contractor], as Principal, and [Surety], a corporation licensed to do business in Illinois, as Surety, are held and firmly bound to the **Village of Hamburg, Illinois**, as Obligee, in the penal sum of [amount] dollars (100% of the Contract price), for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The Principal has entered into a Contract with the Village dated [date] for Bid Packet 1: Riverfront Elevated Boardwalk, Hamburg Mississippi Access and Recreation Park ("Contract"), which is incorporated by reference.

THE CONDITION OF THIS OBLIGATION is that if the Principal fully and faithfully performs the Contract according to its terms, including all warranty obligations and all changes made under the Contract, **and pays not less than the prevailing rate of wages as required by the Prevailing Wage Act (820 ILCS 130)**

and the Contract, and indemnifies and saves harmless the Village from all costs and damages it may suffer by reason of the Principal's failure to do so, then this obligation is void; otherwise it remains in full force.

The Surety waives notice of any change, extension of time, alteration or addition to the Contract. If the Village declares the Principal in default, the Surety will, within 30 working days, advise the Village of the course of action it intends to take, and will promptly remedy the default, complete the Contract, or pay the Village the cost of completion up to the penal sum, as provided in 30 ILCS 550/1. Suit on this bond may be brought in the Circuit Court of Calhoun County.

Signed and sealed on [date].

PRINCIPAL	SURETY
[Name]	[Name]
By:	By:
Title:	Attorney-in-fact (attach power of attorney)

Payment Bond (Labor and Material)

Bond No. [number] · Contract: Bid Packet 1, Riverfront Elevated Boardwalk · Contract price: [amount] dollars

KNOW ALL PERSONS BY THESE PRESENTS, that [Contractor], as Principal, and [Surety], a corporation licensed to do business in Illinois, as Surety, are held and firmly bound to the **Village of Hamburg, Illinois**, as Obligee, for the use and benefit of all persons entitled to its protection, in the penal sum of [amount] dollars (100% of the Contract price), for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION is that if the Principal promptly pays all persons furnishing material or performing labor in the performance of the Contract dated [date] for Bid Packet 1, including subcontractors at every tier, for all material and labor, **including the prevailing rate of wages required by the Prevailing Wage Act (820 ILCS 130)**, and for all material and labor furnished, used or consumed, including rental equipment used on the site, then this obligation is void; otherwise it remains in full force.

This bond is given under the Public Construction Bond Act (30 ILCS 550), and every person who has performed labor or furnished material may sue on this bond in the name of the Village for that person's use and benefit, subject to the notice and time limits of 30 ILCS 550/2. The Surety waives notice of any change, extension of time, alteration or addition to the Contract.

Signed and sealed on [date].

PRINCIPAL	SURETY
[Name]	[Name]

PRINCIPAL	SURETY
By:	By:
Title:	Attorney-in-fact (attach power of attorney)

Section 7 — Notice of Award and Notice to Proceed

Notice of Award

VILLAGE OF HAMBURG · P.O. Box 98 · Hamburg, Illinois 62045 · 618-232-1500· hamburgclerk@frontier.com

[Date]

Via email and certified mail

[Contractor name] [Address]

Re: Notice of Award — Hamburg Mississippi Access and Recreation Park, Bid Packet 1: Riverfront Elevated Boardwalk (IDNR OSLAD Grant No. OS-25-2616)

Dear [Name]:

At its meeting on [date], the Mayor and Board of Trustees of the Village of Hamburg accepted your bid dated [date] and awarded you the contract for **Bid Packet 1: Riverfront Elevated Boardwalk** in the amount of **[amount] dollars** [, including Bid Alternate A-1].

Within 10 calendar days after the date of this notice, you must deliver to the Village Clerk:

1. Two copies of the enclosed Construction Contract, signed by an authorized officer;
2. Performance and payment bonds, each for 100% of the contract amount, guaranteeing the prevailing wage requirements, with power of attorney;
3. Certificates of insurance and additional insured endorsements meeting Article 7 of the Contract;
4. Your substance abuse prevention program (820 ILCS 265), and those of your subcontractors;
5. Your Illinois Works apprenticeship utilization plan;
6. A copy of your sexual harassment policy and your written notice to employees of whistleblower rights;
7. A W-9, a schedule of values for lump-sum items, and your construction schedule;
8. If you bid by email with a scanned bid bond, the original bid bond, if not already delivered.

If you fail to deliver these items within 10 days, the Village may annul this award and retain your bid security as liquidated damages. Your bid security will be returned when the Contract is fully executed.

This contract is a public work subject to the Illinois Prevailing Wage Act (820 ILCS 130). Not less than the prevailing rate of wages as determined by the Illinois Department of Labor for Calhoun County shall be paid to all laborers, workers and mechanics performing work under the contract. The contract is also subject to the Illinois Works Apprenticeship Initiative, the Illinois resident labor requirement, the Steel Products Procurement Act and the other grant requirements in the Contract.

No work may begin until the Village issues a written Notice to Proceed. The Notice to Proceed will issue after the Contract is executed, bonds and insurance are approved, and IDNR's environmental and cultural review is complete. You may order steel and decking after the Contract is executed.

Sincerely,

Steven W. Doerr, Mayor Village of Hamburg

c: Suzann Bailey, Village Clerk; Keisha Morris, Village Attorney; Civil Design, Inc.; Andrew Reagan, IDNR Conservation Grant Administrator

Notice to Proceed

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[Date]

[Contractor name] [Address]

Re: Notice to Proceed — Hamburg Mississippi Access and Recreation Park, Bid Packet 1: Riverfront Elevated Boardwalk (IDNR OSLAD Grant No. OS-25-2616)

Dear [Name]:

Under the Construction Contract dated [date], you are directed to begin work on [date]. The Contract Time runs from that date. Substantial completion is required by **June 1, 2027** and final completion by **June 30, 2027**. These dates cannot be extended past September 1, 2027, because the grant funding this work expires October 30, 2027 and cannot be extended without 60 days notice and approval.

Before mobilizing, please:

1. Attend a pre-construction meeting with the Village and Civil Design, Inc.;
2. Confirm your staging area and access route with the Engineer;
3. Sign the Storm Water Pollution Prevention Plan contractor certification and install erosion controls;
4. Post the IDOL prevailing wage rates and required notices at the job site;
5. Request JULIE locates (811).

Reminders: certified payrolls are due monthly through the IDOL portal by the 15th of the following month. Each pay request must include sworn statements, lien waivers, steel mill certifications, and the apprenticeship, Illinois-resident labor and BEP reports. No press releases or public statements about the project may be issued without the Village's prior approval.

Sincerely,

Steven W. Doerr, Mayor Village of Hamburg

c: Suzann Bailey, Village Clerk; Keisha Morris, Village Attorney; Civil Design, Inc.; [Surety]