Hamburg OSLAD Bid Packet 5 – Electrical Work

November 16, 2026

Final for Bidding

Cover page

VILLAGE OF HAMBURG, CALHOUN COUNTY, ILLINOIS

HAMBURG MISSISSIPPI ACCESS AND RECREATION PARK

BID PACKET 5 — ELECTRICAL WORK

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).

Project	Details
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
Drawings	CDI Project No. 6492, Sheets C-000, C-001, C-100 and C-202 (keyed note 5), dated 10.23.26. Romtec 2507, Sec.2, dated 11.9.26
Grant expiration	October 30, 2027

Key dates

Event	Date and time (Central Time)
Advertisement published	November 17, 2026

Event	Date and time (Central Time)
Mandatory pre-bid meeting	November 23, 2026, 9 a.m., Hamburg Village Hall or by Zoom https://us02web.zoom.us/j/83182983442?pwd=N6u8S1KuTuHmPSboP2gPigzRohMInp.1
Written questions due	December 2nd, 2026, 5:00 p.m.
Last addendum issued	December 7th, 2026
Bids due	**December 14, 2026, 5:00 p.m.**
Public bid opening	December 14, 2026, 6:30 p.m., Hamburg Village Hall
Contract award (anticipated)	December 18th, 2026
Earliest start	Village's written notice that the boardwalk, boat access parking lot and dry restroom are substantially complete (anticipated July 31st, 2027)
Final completion	September 30, 2027

Contents

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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 5: ELECTRICAL WORK

The Village of Hamburg will receive sealed bids for electrical work at the Village park on Water Street, Hamburg, Illinois. The work includes moving the existing overhead electric line from the street pole to the park pavilions underground; removing old, unused electrical lines within the pavilions and upgrading the pavilion electrical as needed; and installing two solar-powered motion and time sensor light fixtures

(furnished by restroom supplier), one interior and one exterior, at the new accessible dry restroom. 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. November 23, 2026, at 9 a.m. Central Time, at Hamburg Village Hall, 146 East Market Street, Hamburg, IL 62045, or by Zoom [link available in cover page]. 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 December 14, 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 Street, 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 December 14th, 2026 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); 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. Work may begin after the Village gives written notice that the boardwalk, boat access parking lot and dry restroom are complete. This electrical work must be finally complete by September 30, 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: November 17, 2026

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; Packet 2, Boat Access and Restroom Parking Lots and Additional Concrete Components; Packet 3, Accessible Dry Restroom; Packet 4, Accessible Turfstone Pathways and Installation of Benches and Signs; and Packet 5, Electrical Work (this packet). Bidders may bid other packets when they are advertised, but a bid on this packet covers only the work of this packet.
3. Sequencing. The overhead line to the park pavilions will be put underground after substantial work is completed on the elevated boardwalk (Packet 1), boat access and restroom parking lots (Packet 2) and dry restroom (Packet 3). The restroom light fixtures may be installed only after the restroom building is substantially complete. Separately, the electric utility may be removing one unused overhead line on the river side of Water Street; that removal is not part of this packet.

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, including the pavilions, 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, the route from the street pole to the pavilions,

existing underground utilities, the condition of the existing pavilion wiring and equipment, the restroom building, and the quantity and quality of work required.

2. The Village has no record drawings of the existing pavilion electrical. The Village makes no representation about the condition of existing wiring or subsurface conditions beyond the information in the Bid Documents.
3. Bidders must confirm with Ameren Illinois, before bidding, Ameren's requirements for disconnecting the existing overhead service and connecting the new underground service, including which work Ameren will perform and any Ameren charges. Ameren charges, if any, must be included in the bid.
4. No additional compensation will be allowed for conditions a reasonable site examination would have disclosed.

2.5 Bidder qualifications

1. Bidders must be electrical contractors that have successfully completed at least [three] projects in the last five years involving underground electrical service and commercial or municipal electrical work. 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. The work must be performed by or under the direct supervision of an electrician [licensed by an Illinois municipality with an electrical licensing ordinance / with at least five years of experience as a journeyman electrician].
3. Bidders must hold all licenses required for the work and be in good standing with the Illinois Secretary of State, if applicable.
4. 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.
5. 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), utility company charges, 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 5, Electrical Work — 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 5." 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)), determined on the Total Base Bid. A responsive bid conforms in all material respects to the Bid Documents.
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 rigid steel conduit, pole riser hardware, boxes, supports, ground rods and fixture brackets, must be manufactured or produced in the United States. 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. 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)).
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 complete the following electrical work at the Village park, complete, tested and ready for use. The work includes:

1. Mobilization, layout, and JULIE (811) locates before any excavation.
2. Erosion and sediment control at the trench.
3. Underground service to the park pavilions (Sheet C-202, keyed note 5): coordinate with Ameren Illinois to disconnect the existing overhead line from the street pole to the pavilions; furnish and install a new underground service from the street pole to the pavilion service equipment, including the pole riser, conduit, conductors, pull boxes as needed, and connection, all as Ameren Illinois requires.
4. Removal of the existing overhead service drop, service mast or weatherhead and supports at the pavilions once the underground service is energized, and patching of any surfaces disturbed.
5. Pavilion electrical: removal of old, unused and abandoned electrical lines, conduit, boxes and fixtures within the pavilions; and upgrade of the remaining pavilion electrical as needed to meet the current code under 3.2, as described in 3.3.
6. Restroom lighting: installing two solar-powered LED light fixtures with motion and time sensors (furnished by supplier in Packet 3) at the accessible dry restroom built under Packet 3 — one interior fixture and one exterior fixture at the covered entry.
7. Restoration of the trench and disturbed areas: backfill and compaction, 4 inches of topsoil, seeding and erosion blanket, and replacement in kind of any pavement, concrete, Turfstone pavers or curb disturbed.
8. Testing, inspection and as-built drawings.

Not in this packet: removal by the electric utility of the unused overhead line on the river side of Water Street (Sheet C-100); the restroom building (Packet 3); and any new hard-wired electric service to the restroom, which is not required because its lights are solar powered.

3.2 Drawings and governing standards

1. The Drawings are CDI Project No. 6492, Sheets C-000, C-001, C-100 and C-202, dated 10.23.26. The General, Utility, Grading and Erosion Control Notes on Sheet C-001 apply to this work, except where this Section 3 or the Contract states otherwise. Also Romtec 2507 sheet S4.1, dated 11.9.26
2. All electrical work must comply with the National Electrical Code (NFPA 70), [the edition adopted by the Village / the 2023 edition if the Village has adopted none]; Ameren Illinois' current service and metering requirements; and NFPA 70E and OSHA electrical safety standards.

3. Where the Drawings or this Section do not state a material or method, the current IDOT Standard Specifications for Road and Bridge Construction govern for trenching, backfill and restoration.
4. If the Drawings and this Section 3 conflict on a matter of permits, schedule or payment, this Section 3 and the Contract control.

3.3 Materials and execution

1. Underground service route: as shown on Sheet C-202, or as field-adjusted with the Engineer's approval.
2. Conduit: Schedule 40 PVC below grade, Schedule 80 PVC or rigid galvanized steel where exposed or subject to damage, including the pole riser, with weatherhead and fittings as Ameren Illinois requires. Burial depth not less than NEC Table 300.5 requires and not less than [24] inches below finished grade. Install a detectable warning tape 12 inches above the conduit.
3. Conductors: copper, type and size as required by the NEC for the existing pavilion load and voltage drop, unless Ameren Illinois furnishes the service conductors. [Ameren Illinois' requirements govern which party furnishes the service conductors and the pole riser; the Contractor must confirm this with Ameren before bidding.]
4. Service equipment: provide a new meter base and service disconnect at the pavilions only if Ameren Illinois or the NEC requires it for the underground service. Provide grounding electrode system and bonding per NEC Article 250.
5. Pavilion upgrades: after the abandoned wiring is removed, the Contractor will inspect the remaining pavilion wiring with the Engineer and the Village and correct deficiencies, including: replacing damaged or deteriorated wiring and boxes; providing GFCI protection for all receptacles (NEC 210.8); weather-resistant receptacles with extra-duty in-use covers (NEC 406.9); securing and supporting exposed wiring in conduit; and labeling the panel directory. Work beyond the Base Bid will be paid at the unit prices in Schedule A or by change order.
6. Solar restroom lights: (furnished by restroom supplier) commercial-grade, all-in-one or remote-panel solar LED fixtures with integral motion (occupancy) sensor and timer or dusk-to-dawn control, lithium battery sized for at least [three] nights of operation without sun, vandal-resistant housing, and a manufacturer's warranty of at least [five] years on the fixture and [three] years on the battery. Basis of design: [See Romtex 2507 sheets], or approved equal. The interior fixture must provide at least [10] footcandles at the floor and may use a roof- or wall-mounted remote solar panel. The exterior fixture must light the entry and accessible route at the covered entry. Mount fixtures and panels without voiding the restroom manufacturer's warranty; coordinate penetrations and mounting with the Village and the Packet 3 contractor.
7. Backfill: compacted in lifts to 95 percent of standard Proctor density under paved areas and 90 percent elsewhere; no frozen material.
8. Domestic steel: rigid steel conduit, riser hardware, boxes, supports, ground rods and fixture brackets must be manufactured or produced in the United States (30 ILCS 565).
9. Testing: test the new service and pavilion circuits for continuity, insulation resistance and GFCI operation, and test each solar fixture's sensor and timer operation, in the presence of the Engineer or the Village.

3.4 Submittals

Submit to the Village Engineer for approval before ordering or installing (10 working days for review): Ameren Illinois' written service requirements and schedule for this site; conduit, conductor and service equipment product data; mounting details for the restroom fixtures; steel mill certifications or manufacturer certificates of domestic origin; erosion control plan; and construction schedule. At completion, submit as-built drawings showing the underground route and depth, test results, the pavilion panel directory, and the fixture warranties and operating instructions.

3.5 Permits

1. Obtained by the Village: [Village electrical permit, if the Village requires one, with fees waived]; and coverage under the IEPA NPDES General Permit for Construction Site Activities (ILR10), if required. The Contractor must comply with every permit condition.
2. Obtained by the Contractor: the Ameren Illinois service application and disconnect/reconnect scheduling; any required electrical inspection; and all other permits, licenses and notices.

3.6 Coordination

1. Work may begin only after the Village's written notice that the boardwalk (Packet 1), boat access and restroom parking lots (Packet 2) and dry restroom (Packet 3) are substantially complete. Restroom lights may be installed only after the restroom building is substantially complete.
2. Power to the pavilions may be interrupted only on dates the Village approves in advance. The Contractor must give the Village at least [72] hours' notice of any outage and keep outages as short as practicable.
3. Other Village contractors may be completing Packets 1 through 4. The Contractor must coordinate access, staging and schedule as directed by the Village Engineer (Contract Section 4.6), and must protect the boardwalk, parking lot, restroom and Turfstone pathways.
4. The park must remain open to the public except within the fenced or barricaded work area. Open trenches must be barricaded and covered at the end of each workday.

3.7 Measurement and payment

Lump-sum items are paid by an approved schedule of values. Unit-price items are paid on actual quantities measured in place and accepted by the Engineer. Mobilization is paid 50 percent with the first pay request and 50 percent at completion. Ameren Illinois charges, if any, are included in the bid price for Item 3 and are not paid separately.

Section 4 — Bid Form

BID FORM — BID PACKET 5: ELECTRICAL WORK 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 14, 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 5, 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 5 for the prices below, to

begin after the Village's notice that Packets 1, 2 and 3 are substantially complete, and to achieve final completion by September 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)	
Supervising electrician and license no. (if applicable)	
Solar light fixture manufacturer and model offered	

Schedule A — Schedule of Prices

Estimated quantities 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		
2	Erosion and sediment control and JULIE locates	LS	1		
3	Coordination with Ameren Illinois and disconnection of existing overhead line to pavilions, including any Ameren charges	LS	1		
4	Underground service, street pole to pavilion service equipment, trenched or bored, with conduit, conductors and warning tape	LF	[ ]		
5	Pole riser and weatherhead	LS	1		
6	Service equipment and grounding at pavilions (meter base and disconnect if required)	LS	1		

Item	Description	Unit	Est. qty	Unit price	Extension
7	Removal of overhead service drop and mast at pavilions	LS	1		
8	Removal of old, unused and abandoned electrical lines, conduit, boxes and fixtures within pavilions	LS	1		
9	Pavilion electrical upgrades under Section 3.3.5	LS	1		
10	Additional GFCI weather-resistant receptacle with in-use cover, if ordered	EA	[4]		
11	Additional branch circuit wiring in conduit, if ordered	LF	[50]		
12	Solar-powered LED light fixture with motion and time sensors, interior, restroom, installed	EA	1		
13	Solar-powered LED light fixture with motion and time sensors, exterior, restroom entry, installed	EA	1		
14	Trench restoration: topsoil, seeding, erosion blanket and surface replacement	LS	1		
15	Testing and as-built drawings	LS	1		
	TOTAL BASE BID (Items 1–15)				

Total Base Bid in words: _____ Dollars.

All prices are in U.S. dollars and include prevailing wages, bonds, insurance, permits (except those the Village obtains), utility company charges, 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)

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: [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 5: ELECTRICAL WORK 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 and C-202, dated 10.23.26; Romtec Project 2507 dated 11.9.26; (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 5: Electrical Work** of the Hamburg Mississippi Access and Recreation Park, Water Street, Hamburg, Illinois, as described in Section 3 and the Drawings ("Work"). 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, including the National Electrical Code edition stated in Section 3.2.

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, including lockout/tagout and the protection of the public from energized equipment and open trenches, and will comply with OSHA standards and NFPA 70E.

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). Fixtures, devices and pull boxes must not obstruct the accessible routes. Non-complying Work will be corrected at the Contractor's expense.

3.5 **Permits.** The Village/Village Engineer has obtained or will obtain the permits identified in Section 3.5 of the Scope of Work as Village permits. 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)). The Contractor will not leave any temporary overhead line in place after the underground service is energized.

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 and achieve final completion by September 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 (a) the Village has given written notice that the elevated boardwalk (Bid Packet 1), boat access and restroom parking lots (Bid Packet 2) and dry restroom (Bid Packet 3) are substantially complete, anticipated by July 31st, 2027; (b) IDNR confirms that environmental and cultural resource review under Grant Agreement 37.4 is complete; and (c) the Contractor's bonds and insurance are approved. No work may begin before the Notice to Proceed. The Contractor may order materials after the Contract is executed.

4.3 If the Notice to Proceed is issued later than the anticipated date because other packets are not substantially complete, or if the Work is delayed by flooding of the site, Ameren Illinois, acts of the Village, delays by another Village contractor, or other causes beyond the Contractor's control, the Contract Time will be extended day for day if the Contractor gives written notice within 7 days after the delay begins. No extension may run past October 15, 2027 unless IDNR first extends the grant term in writing. The Contractor's sole remedy for such a delay is this extension.

4.4 **Liquidated damages.** If the Contractor fails to achieve 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 the risk of lost grant reimbursement. The Village may deduct liquidated damages from amounts due.

4.5 **Sequencing and outages.** The Contractor will install the restroom light fixtures only after the restroom building is substantially complete. The Contractor will interrupt power to the pavilions only on dates the Village approves in advance, and will schedule the Ameren Illinois disconnect and connection to keep the outage as short as practicable.

4.6 **Coordination with other contractors.** The Village has awarded or may award separate contracts for the other bid packets. The Contractor will coordinate its work, staging, access and schedule with the other contractors and Ameren Illinois as directed by the Engineer; attend coordination meetings; protect work installed by others, including the boardwalk, parking lot, restroom and Turfstone pathways; 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 material orders, the Ameren Illinois disconnect and connection dates, pavilion outages, restroom fixture installation and completion, 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. Variations in unit-price quantities are paid at the unit prices and are not change orders, but the Village Board must approve any increase in the total Contract price.

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, 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) invoices and delivery tickets for conduit, conductors, and equipment. Final payment requires final lien waivers from all parties, as-built drawings, test results, any required electrical inspection approval, fixture warranties, and final inspection and acceptance by the Village (Grant Agreement 31.2). The Contractor will submit its final pay request no later than October 15, 2027, so the Village can bill IDNR within the time the Grant Agreement allows.

6.5 **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.

6.6 **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.

6.7 **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	[1,000,000] dollars
Installation floater, including flood	Full value of materials and work in place

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 rigid steel conduit, pole riser hardware, boxes, supports, ground rods and fixture brackets, 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 on request. 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, copper, 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, 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 a manufacturer's warranty so provides. The Contractor will assign to the Village the manufacturers' warranties on the solar light fixtures and batteries, and will promptly correct defects, including trench settlement, at its own expense.

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, PO Box 61, Hamburg, IL 62045, 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 5: Electrical Work, 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 5, Electrical Work · 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 5: Electrical Work, 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 5, Electrical Work · 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 5, 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]
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 5: Electrical Work (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 5: Electrical Work in the amount of [amount] dollars.

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, IDNR's environmental and cultural review is complete, and the boardwalk, boat access parking lot and dry restroom are substantially complete.

Sincerely,

Steven W. Doerr, Mayor Village of Hamburg

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

Notice to Proceed

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

[Date]

[Contractor name] [Address]

Re: Notice to Proceed — Hamburg Mississippi Access and Recreation Park, Bid Packet 5: Electrical Work (IDNR OSLAD Grant No. OS-25-2616)

Dear [Name]:

The riverfront elevated boardwalk, boat access parking lot and dry restroom are substantially complete. Under the Construction Contract dated [date], you are directed to begin work on [date]. The Contract Time runs from that date. Final completion is required by September 30, 2027. This date cannot be extended past October 15, 2027, because the grant funding this work expires October 30, 2027.

Before mobilizing, please:

1. Attend a pre-construction and coordination meeting with the Village, Civil Design, Inc. and the other package contractors;
2. Confirm with the Village and Ameren Illinois the dates of the overhead disconnect, the underground connection and any pavilion outage;
3. Confirm your trench route, staging area and access with the Engineer;
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, invoices, 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 and Bill Hoagland, Village Attorneys; Civil Design, Inc.; [Surety]