

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**MARCH 19, 2013 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Concord Square Unit 2 Roadway Improvements & Streetlight Replacement (ST-012 & SL-003)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

**SYNOPSIS**

A motion is requested to award a contract for the Concord Square Unit 2 Roadway Improvements to A Lamp Concrete Contractors Inc. of Schaumburg, Illinois in the amount of \$3,020,000.19.

**STRATEGIC PLAN ALIGNMENT**

The Goals for 2011 to 2018 identified *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY13 budget includes \$3,975,000 for the roadway improvements and \$90,000 for the streetlight replacement from the Capital Improvement Fund.

**UPDATE & RECOMMENDATION**

This item was discussed at the March 12, 2013 Village Council meeting. Staff recommends approval on the March 19, 2013 Active Agenda.

**BACKGROUND**

The scope of the project includes the reconstruction of streets, the replacement of storm sewer, the replacement of streetlights, and the installation of traffic calming measures within the Concord Square Unit 2 subdivision, including Bunker Hill Circle, Concord Drive, Camden Road, Camden Court, Camden Place, Ticonderoga Road, Alamance Place, Monmouth Place, and Valley Forge Place.

This subdivision was built in the late 1970's with a pozzolonic road base and inadequate roadway drainage. This base material has a very poor performance history and deteriorates rapidly which has resulted in the pavement conditions that exist today. Reconstruction of the streets in this subdivision will provide a better performing pavement and reduce maintenance costs.

A Call for Bids (CFB) was issued and published in accordance with the Village's Purchasing Policy. Four bids were received by the due date of February 20, 2013. A synopsis of the bids is as follows:

<b><u>Contractor</u></b>	<b><u>Base Bid</u></b>	
A Lamp Concrete Contractors, Inc	\$3,020,000.19	Low Bid
Swallow Construction	\$3,182,359.35	
Central Blacktop Company, Inc	\$3,694,124.79	
DiMeo Brothers, Inc	\$3,974,406.00	

**RECOMMENDATION**

A Lamp Concrete Contractors, Inc has satisfactorily completed comparable projects for various local municipalities, including road replacement and underground utilities for the Villages of Bartlett, Skokie, and Lombard. A Lamp also successfully completed a similar project, the Valley View Subdivision Reconstruction and Water main Replacement, for the Village in 2012. Staff recommends award of this contract to A Lamp concrete Contractors, Inc.

**ATTACHMENTS**

Contract Document

Signature Page

Campaign Disclosure

Capital Project Sheets ST-012 & SL-003

Contractor Evaluation Form



## CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Damp Concrete Contractors Inc.
- II. Instructions and Specifications:
- A. Bid No.: ST-012
  - B. For: CONCORD SQUARE UNIT 2 – ROADWAY IMPROVEMENTS
  - C. Bid Opening Date/Time: FEBRUARY 20, 2013 @ 10:00AM
  - D. Pre-Bid Conference Date/Time: FEBRUARY 13, 2013 @ 10:00AM (REQUIRED)
  - E. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVE., DOWNERS GROVE, IL 60515
  - F. CONTRACT DOCUMENTS FOR PICKUP AT THE PUBLIC WORKS BUILDING, 5101 WALNUT AVE, DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
  - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
  - B. Certificate of Insurance: YES

Legal Advertisement Published: FEBRUARY 6, 2013

This document comprises 67 pages

RETURN ORIGINAL BID IN SEALED ENVELOPE MARKED WITH THE BID NUMBER AS NOTED ABOVE TO:

SCOTT A VASKO, PE  
STAFF ENGINEER  
VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-6804  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

Village of Downers Grove

**CALL FOR BIDS – FIXED WORKS PROJECT**

**Bid No.: ST-012**

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Building, 5101 Walnut Avenue, Downers Grove, IL 60515.

The Village Council reserves the right to accept or reject any and all bids, to waive technicalities and to accept or reject any item of any Bid.

The documents constituting component parts of this Contract are the following:

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. GENERAL PROVISIONS
- IV. SPECIAL PROVISIONS
- V. BID & CONTRACT FORM

All Bidders MUST submit the entire bid package, with one original Bid Form. Upon formal Award, the successful Bid will automatically convert to a Contract, and the successful Bidder will receive a copy of the executed contract upon formal award of the Bid with the Notice of Award.

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.**

## **I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS**

### **1. GENERAL**

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to: **FEBRUARY 20, 2013 @ 10:00 AM.**
- 1.2 Defined Terms:
  - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
  - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder's completed proposal, bonds and all required certifications.
  - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
  - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
  - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
  - 1.2.6 Work – the construction or service defined herein.
  - 1.2.7 Day – unless otherwise stated all references to day "Day" "Days", "day" or "days" shall refer to calendar days.
  - 1.2.8 Proposal Guaranty – the required bid deposit.
- 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Scott A Vasko, PE, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
- 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

### **2. BID PREPARATION**

- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.
- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with

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all the local conditions affecting the Work and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the Bid resulting from his willing or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.

- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids or the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by

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the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.

- 2.7 The Bidder must submit his Bid on the form furnished by the Village. The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.
- 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.

### **3. PRE-BID CONFERENCE**

- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.
- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions

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received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.

- 3.3 No Contract Documents will be issued after the pre-bid conference except to attendees.

### **4. BID SUBMISSION**

- 4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.
- 4.2 A bid deposit will be required, which shall not exceed ten percent (10%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his Bid and according to the plans and specifications in case the contract shall be awarded to him.
- 4.3 Bids shall be publicly opened at the hour and place indicated above.

### **5. BID MODIFICATION OR WITHDRAWAL**

- 5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.
- 5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.
- 5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

### **6. BID REJECTION**

- 6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for, or irregularities of any kind, shall be rejected as informal or insufficient. Bids otherwise acceptable, which are not accompanied by the proper Proposal Guaranty, shall also be rejected as informal or insufficient. The Village reserves the right however, to reject any or all Bids and to waive such technical error as may be deemed best for the interest of the Village.

### **7. BIDDER COMPETENCY**

- 7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.

### **8. BIDDER DISQUALIFICATION**



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- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.
  - 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.
  - 8.1.2 Evidence of collusion among Bidders.
  - 8.1.3 Unbalanced Bids in which the prices for some items are substantially out of proportion to the prices for other items.
  - 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
  - 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
  - 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
  - 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
  - 8.1.8 Failure to submit a signed Bidder's Certificate stating the following:
    - 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
    - 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and
    - 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract; and
    - 8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

## 9. BASIS OF AWARD

- 9.1 The Village reserves the exclusive right to accept or reject any and all Bids or to waive sections, technicalities and irregularities, or to accept or reject any Bid or any item of any Bid.

## 10. AWARD OF CONTRACT

- 10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder)

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- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

### **11. RETURN OF BID DEPOSIT**

- 11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) days after the opening of Bids. The remaining bid deposits of each contractor will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

### **12. FAILURE TO ENTER INTO CONTRACT**

- 12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.
- 12.2 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.
- 12.3 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

### **13. SECURITY FOR PERFORMANCE**

- 13.1 The successful Bidder shall, within ten (10) days after acceptance of the Bidder's Bid by the Village, furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the Bid. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

### **14. TAX EXEMPTION**

- 14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification number will also be provided to the selected Bidder.

### **15. RESERVED RIGHTS**

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- 15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.
- 16. CATALOGS AND SHOP DRAWINGS**
- 16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the work or material he proposes to furnish.
- 17. TRADE NAMES AND SUBSTITUTIONS**
- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Bidder's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

## **II. TERMS AND CONDITIONS**

### **18. VILLAGE ORDINANCES**

- 18.1 The successful Bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

### **19. USE OF VILLAGE'S NAME**

- 19.1 The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

### **20. HOURS OF WORK**

- 20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village.

### **21. PERMITS AND LICENSES**

- 21.1 The Contractor shall obtain all necessary permits and licenses required to complete the Work. The cost of acquisition of all necessary permits, bonds, insurance and services as specified herein shall be considered INCIDENTAL, and no additional compensation will be allowed the Contractor.

### **22. INSPECTION**

- 22.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

### **23. DELIVERIES**

- 23.1 All materials shipped to the Village must be shipped F.O.B. designated location, Downers Grove, Illinois.

### **24. SPECIAL HANDLING**

- 24.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

### **25. NONDISCRIMINATION**

- 25.1 Contractor shall, as a party to a public contract:

25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive

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Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

- 25.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq, and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

### **26. SEXUAL HARASSMENT POLICY**

- 26.1 The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

- 26.1.1 Notes the illegality of sexual harassment;
- 26.1.2 Sets forth the State law definition of sexual harassment;
- 26.1.3 Describes sexual harassment utilizing examples;
- 26.1.4 Describes the Contractor's internal complaint process including penalties;
- 26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

### **27. EQUAL EMPLOYMENT OPPORTUNITY**

- 27.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

- 27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 27.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire

for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- 27.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 27.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 27.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

**28. DRUG FREE WORK PLACE**

28.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

28.1.1 Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.

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(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

28.1.2 Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Village's or Contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation and employee assistance programs;

(4) the penalties that may be imposed upon employees for drug violations.

28.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

28.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.

28.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

28.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

28.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

29.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

### **30. PREVAILING WAGE ACT**

30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.

30.2 Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the

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Contractor in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

- 30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10<sup>th</sup>) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 30.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

### **31. PATRIOT ACT COMPLIANCE**

- 31.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

### **32. INSURANCE REQUIREMENTS**

- 32.1 Prior to starting the Work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property,



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including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section.9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 32.2 Comprehensive General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising

out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.

- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 32.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**33. INDEMNITY AND HOLD HARMLESS AGREEMENT**

- 33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.

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- 33.2 The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its subcontractors.

### **34. SUBLETTING OF CONTRACT**

- 34.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of this Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

### **35. TERMINATION OF CONTRACT**

- 35.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason.
- 35.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

### **36. BILLING AND PAYMENT PROCEDURES**

- 36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.

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- 36.3 As this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 36.4 Please send all invoices to the attention of: Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.
- 37. COMPLIANCE WITH OSHA STANDARDS**
- 37.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.
- 38. CERCLA INDEMNIFICATION**
- 38.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.
- 38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.
- 39. COPYRIGHT or PATENT INFRINGEMENT**
- 39.1 The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.
- 40. BUY AMERICA**
- 40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.
- 41. CAMPAIGN DISCLOSURE**
- 41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove

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Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

41.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

### **42. GUARANTEE PERIOD**

42.1 The Contractor shall provide a guarantee in writing covering a minimum period of one (1) year after approval and acceptance of the Work. The Guarantee shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantees are required, they will be noted in the Special Provisions for this project.

### **43. SUCCESSORS AND ASSIGNS**

43.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

### **44. WAIVER OF BREACH OF CONTRACT**

44.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

### **45. CHANGE ORDERS**

45.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.

45.2 Change orders for public works projects which authorize an increase in the contract price ~~it~~ is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

### **46. SEVERABILITY OF INVALID PROVISIONS**

46.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

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**47. GOVERNING LAW**

- 47.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

**48. NOTICE**

- 48.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515**

And to the Contractor as designated on the Contract Form.

**49. AMENDMENT**

- 49.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

**50. COOPERATION WITH FOIA COMPLIANCE**

- 50.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

**51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT**

- 51.1 If the work contemplated by this Contract is funded or financed in whole or in part with State Funds or funds administered by the State, Contractor agrees to comply with the terms of the Employment of Illinois Workers on Public Works Act by employing at least 90% Illinois laborers on the project. 30 ILCS 570/1 et seq. Contractor agrees further to require compliance with this Act by all of its subcontractors.

### **III. GENERAL PROVISIONS**

#### **1. STANDARD SPECIFICATIONS**

- 1.1 The following standards shall govern the construction of the proposed improvements:
  - 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition, 2009 (the Water & Sewer Specs.); and
  - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2012; along with Supplemental Specifications and Recurring Special Provisions (collectively the "Standard Specifications") as adopted by the Illinois Department of Transportation, January 1, 2013; and
  - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised December, 2002.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the Standard Specifications are hereby suspended.

#### **2. COOPERATION OF CONTRACTOR**

- 2.1 The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.
- 2.2 The Contractor shall have on the work site at all times, as the Contractor's agent, a competent English-speaking representative capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed. The representative shall also be capable of receiving instruction from the Village, and shall have full authority to promptly respond to such instruction. He shall be capable of supplying such materials, equipment, tools, labor and incidentals as may be required. The Contractor shall not replace him without prior written notification to the Village.

#### **3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC**

- 3.1 Section 107 of the Standard Specifications shall govern the Contractor's legal regulations and responsibility to the public, with the following additions:
  - 3.1.1 PROJECT SAFETY. Add the following to Article 107.28:
    - 3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well being of those engaged in the completion of the work specified in this contract.

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3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions regulations of the Occupation Safety and Health Administration and (OSHA) Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.

3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.

3.1.2 BACKING PRECAUTIONS. Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

3.1.3 OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS. The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.

3.1.4 BARRICADES AND WARNING SIGNS. The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

## 4. PROSECUTION AND PROGRESS

4.1 Section 108 of the Standard Specifications shall govern the prosecution and progress of the work, with the following additions:

4.1.1 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.



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- 4.1.2 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule.

### **5. MEASUREMENT AND PAYMENT**

- 5.1 Section 109 of the Standard Specifications shall govern measurement and payment, with the following additions:

- 5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)
- 5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors **MUST** accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

#### **IV. SPECIAL PROVISIONS**

**The following Special Provisions shall modify, supercede, or supplement the Standard Specifications referred to in Section III - General Provisions.**

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *supplemented* by any of the following paragraphs, the provisions of such section, subsection, paragraph, or subparagraph shall remain in effect. The Special Provisions shall govern in addition to the particular Standard Specification so supplemented, and not in lieu thereof.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *amended, voided, or superceded* by any of the following paragraphs, any provision of such section, subsection, paragraph, or subparagraph standing unaffected, shall remain in effect. The Special Provisions shall govern in lieu of any particular provision of the Standard Specification so amended, voided, or superceded, and not in addition to the portion changed.

##### **SP-1: SCOPE OF WORK**

This project shall consist of the reconstruction of approximately 8,795 lineal feet of HMA roadways with curb and gutter, the construction of approximately 2,600 lineal feet of storm sewer ranging in size from 12" to 21", driveway replacement, utility structure adjustments; parkway restoration, and sidewalk removal and replacement; and other miscellaneous work; all within the Concord Square Unit 2 Subdivision.

##### **SP-2: GENERAL CONSTRUCTION REQUIREMENTS**

The following general requirements are intended to govern the overall priority for the performance of the work described in this contract. As general requirements, they are not intended to dictate to the Contractor the precise method by which these tasks shall be performed.

Due to the sensitivity of disruption to the Concord Square Unit 2 Subdivision, a roadway construction phasing plan has been incorporated into the plans (Plan Sheet 9). The Contractor shall perform the construction in order as indicated on these Plan Sheets and shall not proceed to the next phase without written authorization from the Engineer. **The Contractor shall receive no additional compensation for constructing the project in phases.**

No more than three hundred linear feet (300 LF) of pavement may be open-cut and closed to use by the motoring public, and access to all individual drives within the current work zone must be restored at the end of each workday, unless a Village-approved phasing plan shows otherwise.

The Contractor shall maintain traffic flow on ALL STREETS during the day in accordance with the applicable special provision. Adequate signing and flagging is of particular importance for safe travel of all residents.

##### **SP-3: COMPLETION DATE**

The awarded Contractor shall schedule his work such that all improvements shall be installed by November 22, 2013. Failure to complete the work on time will result in assessment of liquidated damages in accordance with the applicable sections of Article 108.09 of the Standard Specifications.

The total duration of disturbance for work related to means of public egress through the project site or access

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to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed 14 calendar days. Failure to start and finish this work (including curing time for concrete) within the timeframe specified will result in assessment of liquidated damages at the rates identified in Article 108.09 of the SSRBC. The contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.

### **SP-4: QUALIFICATIONS OF BIDDER**

In addition to those requirements set forth in Section 10.1 above, in order to be considered a responsible bidder, the bidder must have particular expertise in having successfully constructed projects of a similar size and scope, specifically including residential neighborhood street and utility removal and reconstruction. The Bidder must submit the following information for itself and for each Sub-Contractor which is proposed for earthwork, paving or underground utility work::

#### a. Similar Project Experience

- i. Bidder must provide detailed information regarding past similar projects performed by the submitting firm within the past five (5) years.
- ii. Bidder must submit a list of references of previous projects identifying the location of the work, the dollar value of the work, the owner or agency responsible for the work, and the name and phone number of the contact person.
- iii. Bidder must submit the Certification of Qualifications form with the Bid.

#### b. Proposed Project Team - identify a project manager and full-time onsite construction supervisor (can be the same person), with qualifications. The individuals proposed must be utilized for the duration of this project unless an alternate is approved in writing by the Village.

### **SP-5: TREE PROTECTION**

Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. The Village Forester shall approve all tree protection measures and any deviations. All tree protection measures and any deviations shall be noted in the contract specifications and on approved project plan sheets and permits using the guidelines listed below.

Tree protection shall include avoiding damage to the above ground tree branches and trunk, and the below ground root system and surrounding soil. Tree crowns and trunks shall not suffer any branch or bark loss. Roots shall be protected from compaction, storage of materials, severing, regrading of the parkway or excavation unless specifically noted on the project plan sheets.

The Critical Root Zone, or CRZ, is the area immediately surrounding a tree that must be protected from damage. In a municipal parkway setting with utilities and paved or concrete surfaces, the size of the CRZ has been adjusted to form a rectangle around the parkway tree trunk with minimum dimensions listed in the following table. The depth of the CRZ extends to 4 feet below the natural ground surface level.

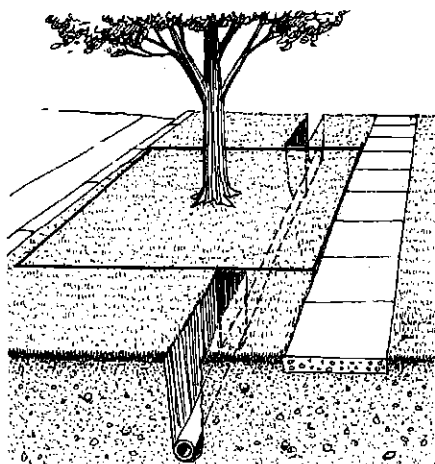
Parkway

Width street to property

Length along street

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<u>Tree diameter at 4.5'</u>	<u>(min. curb to sidewalk)</u>	<u>street(minimum)</u>	<u>Depth</u>
0 – 12.0 inches	10.0 feet	10 feet	4 feet
12.1 – 24.0 inches	10.0 feet	20 feet	4 feet
24.1 or more inches	10.0 feet	30 feet	4 feet



For projects that involve excavations of less than one (1) foot in depth in the parkway or street and are replacing structures in the same location, fencing of the public parkway trees shall not be required. Example projects include, but are not limited to, street pavement resurfacing, curb removal/replacement, driveway removal/replacement, or sidewalk removal/repairs or new sidewalk installations. Contractors shall be mindful of the CRZ dimensions and potential for fines if any parkway trees suffer any unauthorized damage as determined by the Village Forester.

For projects that involve excavations of more than one (1) foot in depth in the parkway or street or both, fencing of the public parkway trees shall be required. Example projects include, but are not limited to, watermain replacements with new roundway keystops and domestic service box installations, sanitary line replacements and new service connections, new or replacement natural gas services, new or replacement phone or fiber optic lines, or new or replacement storm sewers, or projects that widen roads which in turn decreases the parkway soil volume around public parkway trees.

Projects that require fencing (listed above) shall fence the public parkway trees with six (6) foot high chain link construction fence secured to metal posts driven in the ground which are spaced no further than ten (10) feet apart. The dimensions of the fence shall depend on the tree diameter size and shall follow the table listed for the CRZ above, or as large as practical dependent on driveways and other field conditions. The fenced rectangle shall have three (3) sides with the opening facing the adjacent residences for easy access for mowing or tree care. Under no circumstances shall any items be stored within the fence. All fencing shall be maintained daily in an upright good condition. The size and location of all fencing shall be shown on the project plan sheets.

To avoid damage to the CRZ, utilities must be augered underneath the public parkway trees. Excavation pits for augering equipment are to be outside the fenced area and are to be shown on the project plan sheets. Excavation pits for roundway keystops and domestic service boxes are to be as small as practical with excavation occurring in a direction away from the adjacent public parkway tree.

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In cases when severing of roots within a portion of the CRZ may be unavoidable (ex. sidewalk installation, curb replacement, water or sanitary service replacement), subject to the approval of the Village Forester, sharp clean cuts shall be made on root ends to promote wound closure and root regeneration. Root pruning and excavation activities shall occur such that the smallest volume of soil and roots is disturbed, and the locations shall be shown on the project plan sheets.

In addition to fines and citations that may be assessed for violations of any Chapter 24 of the Municipal Code (such as not maintaining fencing around the CRZ or unauthorized removal of protected trees), the contractor may be subject to the following provisions:

- issuance of an invoice for the value or partial value of the tree lost due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
- costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
- fines of \$500 for the 1<sup>st</sup> offense; \$1,000 for the 2<sup>nd</sup> offense; \$2,500 for the 3<sup>rd</sup> and subsequent offenses.
- each day during which a violation continues shall be construed as a separate and distinct offense.

The value or partial value of the tree lost shall be determined by the Village Forester using the most current edition of the Guide for Plant Appraisal (prepared by the Council of Tree & Landscape Appraisers and the International Society of Arboriculture) and the most current edition of the Species Ratings & Appraisal Factors for Illinois (prepared by the Illinois Arborist Association). The total cost determined for the damage shall be deducted from the payments made to the Contractor for the project. Should the Village hire another Contractor or tree service to complete pruning work, these costs shall also be deducted from the payments made to the Contractor.

**Basis of Payment:** This work shall be paid for at the contract unit price per **FOOT** for **TREE PROTECTION**, which price shall be payment in full for the work as specified herein, except tree removal as defined by the standard specifications, which will be paid for separately.

### **SP-6: EARTH EXCAVATION, SPECIAL**

This work shall consist of the removal and disposal of all existing materials located on site, unless specifically called out by specific pay item. Removals include earth excavation, pavement removal, driveway pavement removal (except brick paver driveways), and curb and gutter removal. This work shall be as specified and in accordance with applicable Sections 202, 204, 205 and 440 of the Standard Specifications and performed as directed by the Engineer.

**Basis of Payment:** This work shall be paid for at the contract unit price per **CUBIC YARD** of **EARTH EXCAVATION, SPECIAL**.

**Method of Measurement:** This work will not be measured for payment. Payment will be based on Contract Quantities. By submission of a bid, Contractor agrees on Contract Quantity.

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The removal and disposal of unsuitable materials (undercut) to allow PGES to be installed below the pavement sub-base as necessary and as directed by the Engineer will be paid for separately at the contract unit price per CUBIC YARD of REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.

### **SP-7: REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL**

This work shall be done in accordance with the applicable portions of Section 202 of the Standard Specifications except as modified herein. The quantity is provided for estimated purposes only, and adjustments to unit prices will not be allowed based on actual quantities.

This pay item shall be used in conjunction with POROUS GRANULAR EMBANKMENT, SPECIAL. PGES was added to the contract if needed, and the pay item reflects the quantity of PGES noted in the schedule. In the event it is not used, the pay item will be reduced proportionate to the unused cubic yards of PGES. Conversely, should the PGES surpass the distributed quantity, as spelled out in the schedule of quantities, cubic yardage will be added to the contract a proportionate amount to PGES. The POROUS GRANULAR EMBANKMENT, SPECIAL shall be paid for separately.

**Basis of Payment:** This work shall be paid for at the contract unit price per CUBIC YARD for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.

### **SP-8: POROUS GRANULAR EMBANKMENT, SPECIAL**

This item shall consist of furnishing, transporting and placing porous granular embankment as directed by the Engineer in accordance with the applicable portions of Section 207 of the Standard Specifications. The material shall be used in unstable areas, including removal of topsoil materials to a maximum depth of twelve (12) inches and only as directed by the Engineer. Excavation of the unstable areas will be included in REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL. The material shall conform with Article 1004.04 of the Standard Specifications except the gradation shall be as follows:

#### 1. Crushed Stone, Crushed Concrete

Sieve Size	Percent Passing
6" *	90+10
2"	40+25
#200	0+10

#### 2. Gravel, Crushed Gravel

Sieve Size	Percent Passing
6" *	90+10
2"	60+25
#4	40+20
#200	5+5

\* For undercut less than 18", sieve size may be 4".

The porous granular embankment shall be placed in lifts not to exceed two (2) foot thick or as directed by the Engineer. The depth of undercut shall be as directed by the Engineer. Rolling the top of this replacement

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material with vibratory roller meeting the requirements of Article 1101.01(g) of the Standard Specifications should be sufficient to obtain the desired keying or interlock and necessary compaction. The Engineer shall verify that adequate keying has been obtained.

A four (4) inch nominal thickness of capping aggregate having a gradation of CA 6 will be required for the top lift of porous granular embankment when used under the pavement or stabilized base or subbase.

Capping aggregate will not be required when embankment meeting the requirements of Section 205 of the Standard Specifications or granular subbase is placed on top of the porous granular embankment.

**Basis of Payment:** This work shall be paid for at the contract unit price per **CUBIC YARD** for **POROUS GRANULAR EMBANKMENT, SPECIAL**.

The porous granular embankment shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities.

This item shall only be used in those areas in which the Engineer determines that the embankment will not bridge unsuitable soil and only used as field conditions warrant at the time of construction. Quantity for PGES was added to the contract if needed, and the REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL pay item reflects the quantity of PGES noted in the schedule. In the event it is not used, the REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL pay item will be reduced by a proportionate amount of cubic yards. Conversely, should the PGE surpass the distributed quantity, as spelled out in the schedule of quantities, cubic yardage will be added to the contract in a proportionate amount.

### **SP-9: TRENCH BACKFILL**

This work shall be done in accordance with Section 208 and Articles 550.04 and 550.07 of the Standard Specifications and the following provisions.

Material for trench backfill shall be CA-7 in accordance with Articles 1004.01 and 1004.05 of the Standard Specifications.

The backfill shall be placed and compacted in 12-inch maximum lifts. Compaction shall be by Method 1 only.

**Basis of Payment:** This work will be paid for at the contract unit price per **CUBIC YARD** for **TRENCH BACKFILL**.

### **SP-10: PARKWAY RESTORATION, SPECIAL**

This item shall be done in accordance with the applicable portions of Sec. 252 of the Standard Specifications and the following provisions.

As contract work progresses through the Village, parkway restoration work shall commence in a timely manner, as determined by the Engineer, in areas where permanent placement of new curb and gutter, driveways, sidewalks, etc., has been completed. Under no circumstances shall the Contractor prolong final grading, shaping and sod placement so that the entire project can be permanently restored at the same time.

This work shall consist of the excavation, topsoiling and sodding of the entire parkway between the back of

curb and the right-of-way and adjacent to all curbs, sidewalks and driveways removed and replaced during the course of construction or as directed by the Engineer. Restoration will also be performed on areas disturbed by storm sewer or culvert construction.

All topsoil to be used for parkway restoration shall be obtained from outside the limits of this improvement, transported to the site and placed at required locations to a minimum depth of 4". All materials shall meet the requirements of Art. 1081.05 of the Standard Specifications. All placement of topsoil shall meet the requirements of Sec. 211 of the Standard Specifications.

All sod shall meet the requirements of Art. 1081.03 of the Standard Specifications. All placement of sod shall meet the requirements of Sec. 252 of the Standard Specifications.

For that period prior to full parkway restoration, the Contractor shall backfill and grade all disturbed areas so as to insure the safety of the general public. Parkway shall be left in a safe, clean and usable condition conducive to foot traffic and to the satisfaction of the Village. The Contractor shall protect these unfinished areas against erosion and work to keep them weed free.

**Basis of Payment:** This work will be paid for at the contract unit price per **SQUARE YARD** for **PARKWAY RESTORATION, SPECIAL**, which price shall be payment in full for any grading necessary, the furnishing, transporting and placement of all topsoil and sod and the full watering of sod. Unless otherwise directed by the Engineer, restoration of disturbed parkways outside the limits of improvement will not be paid for separately but shall be considered incidental to the contract.

Supplemental watering shall be paid for at the contract unit price per **UNIT** for **SUPPLEMENTAL WATERING** and the excavation shall be paid for at the contract unit price per **CUBIC YARD** for **EARTH EXCAVATION, SPECIAL**.

**SP-11: EROSION AND SEDIMENTATION CONTROL**

Throughout each and every phase of the project, all downstream ditches and storm sewers shall be protected from the run-off of roadway surfaces, excavations, and other construction activities generating the movement of dirt, mud, dust and debris. This work shall consist of constructing temporary erosion and sedimentation control systems as shown on the plans or as directed by the Engineer. The work shall be placed by methods and with materials in accordance with Sections 280, 1080 and 1081 of the Standard Specifications, except as amended herein.

All downstream ditches shall be protected from erosion and sedimentation by the installation of silt fence or ditch checks; straw bales shall not be used. Piles of excavated material and/or trench backfill material, allowed to be in place in excess of three days, shall be protected against erosion and sedimentation runoff by use of silt fence. Storm sewer inlet structures or manholes shall be protected by temporary placement of geotextile fabric, filter baskets, or solid lids, as authorized in the field by the Engineer.

Erosion and sedimentation control measures as indicated in the Erosion Control Plan, or as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.



**Silt Fence** Placement, maintenance, and removal of silt fence at areas designated by the Engineer. The work shall be placed by methods and materials in accordance with Sections 280 and 1080 of the Standard Specifications, except as amended herein.

**Basis of Payment:** This work shall be considered **INCIDENTAL** to the project.

**SP-12: AGGREGATE FOR TEMPORARY ACCESS**

This work shall consist of construction and maintenance of an aggregate surface course for abutting properties as part of construction operations, per the applicable portions of Article 107.09 of the Standard Specifications except as amended herein.

Coarse aggregate shall meet the gradation for CA-6, and meet the requirements of Article 1004.04 of the Standard Specifications.

The temporary aggregate shall be used as ramping between the existing sub-base or new aggregate base and all side streets, abutting properties, and crosswalks where vehicle and pedestrian traffic is to be maintained. Removal and disposal of the temporary aggregate shall be considered incidental to this item. The Engineer may require that some or all of the temporary aggregate be reused within the project limits.

When temporary access is no longer required, the aggregate placed for its construction and maintenance shall be removed and utilized in the permanent construction or otherwise disposed of as specified in Article 202.03 of the Standard Specifications. The Engineer reserves the right to determine suitability for utilization of reclaimed asphalt pavement used in the construction of temporary access in the permanent construction.

This work will be measured in place in tons. The contractor shall submit the load ticket to the Engineer at the work site when the truck arrives.

**Basis of Payment:** This work will be paid for at the contract unit price per **TON** for **AGGREGATE FOR TEMPORARY ACCESS**, which price shall include all costs of furnishing, placing, maintaining, removing and reusing, and removing and disposing of aggregate used in the construction of temporary access.

**SP-13: PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH**

This work shall consist of the installation of new P.C.C. sidewalk as indicated on the plans or as directed by the Engineer in accordance with Section 424 of the Standard Specifications.

*At driveway locations the proposed sidewalk shall be increased in thickness to six-inches (6") and considered incidental to this pay item.*

**Basis of Payment:** This work shall be paid for at the contract unit price per **SQUARE FOOT** for **PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH**, which price shall include all material, labor, and equipment necessary to complete this item.

**SP-14: DETECTABLE WARNINGS**

This work shall consist of the installation of new detectable warning material as shown in the plans. All detectable warnings shall be placed by methods and with materials in accordance with Article 424 and Section 424.09 of the Standard Specifications.

Each Detectable Warning shall consist of brick red 2' x 4' panels inserted into wet concrete. Detectable Warning shall be "Access Tile Cast In Place Replaceable" or approved equivalent equal.

**Basis of Payment:** This work shall be paid for at the contract unit price per **SQUARE FOOT** for **DETECTABLE WARNINGS**, which price shall include all material, labor, and equipment necessary to complete this item.

**SP-15: DRIVEWAYS**

This work shall consist of the removal, storage and installation of brick driveways or the installation of new HMA and PCC driveways at locations shown on the plans. They shall be replaced to the limits shown on plans or as determined by the Engineer. Removal beyond the limitations noted above shall be done only after the Contractor has received written authorization from the Engineer to perform the work.

The replacement of the driveways shall consist of the following:

The subgrade shall be prepared at all locations, and the slopes adjacent to the driveways shall be shaped accordingly. The maximum grade for the side slopes shall not exceed 33 percent (3H:1V).

**PCC Driveways:** The base course shall consist of 6 inches of Type CA-6 aggregate base, measured after placement and compaction. The surface course shall consist of 6 or 8 inches of Class PV Portland Cement Concrete. The Driveway shall be placed by methods and materials outlined in Articles 423 and 1020.04 of the Standard Specifications.

All concrete work shall be properly cured utilizing the materials and methods outlined in Section 1022 of the Standard Specifications; except that Type II curing compound with red dye shall be used.

**HMA Driveways:** The asphalt shall be placed upon a minimum of 6 inches of Type CA-6 aggregate base course, and shall consist of 3 inches of compacted HMA Surface Course. The asphalt shall also be placed by methods and materials outlined in Articles 406 and 1009 of the Standard Specifications.

**BRICK PAVER Driveways and Edging:** This item shall consist of removing, securely storing and reinstalling the existing brick pavers at the locations shown on the plans and as directed by the Engineer. This work shall be performed in accordance with the details in the plans. Any excavation, aggregate sub-base, edge restraints, or sand required will be included in the cost. Work shall be in accordance with the applicable portions of Section 351 of the Standard Specifications. The existing pavers/flag stones shall be salvaged and stored at a location that will prevent them from being damaged or lost. If existing bricks are damaged during excavation or the quantity is not enough to construct the proposed driveway, the Contractor will be required to furnish brick of the same size, shape, color and texture as the existing material.

The Contractor shall document the existing paver pattern prior to removal to ensure that pattern of the reinstalled pavers matches the existing pattern as much as practical.

**Basis of Payment:** This work will be paid for at the unit price per **SQUARE YARD** for **P.C.C. DRIVEWAY PAVEMENT, SPECIAL, of the thickness specified, HOT- MIX ASPHALT DRIVEWAY PAVEMENT, SPECIAL, BRICK PAVER DRIVEWAY REMOVE AND REINSTALL, and BRICK PAVER EDGING REMOVE AND REINSTALL**, which price shall be payment in full for the work as

specified herein.

**SP-16: TEMPORARY SURFACE OVER TRENCH – AGGREGATE, 9”**

This work shall consist of construction, maintenance, and removal of an aggregate surface course for temporary roads and approaches as specified in Section 107.09 of the Standard Specifications.

Aggregate surface shall be constructed in accordance with the applicable portions of Section 402 of the Standard Specifications, except that the equipment required for the work will be as directed by the Engineer.

Maintenance shall consist of placing and compacting additional aggregate of the same type and gradation as the surface aggregate.

Aggregate used for temporary access shall be of CA-6 gradation and shall meet the requirements of Section 1004.04 of Standard Specifications, except the use of crushed concrete and slag will not be allowed. The top portion of the temporary aggregate surface will be capped with four inches (4”) of **asphalt grindings** to assist with dust control.

When the use of the aggregate for temporary roads and approaches is discontinued, the surface aggregate placed for this purpose shall be removed and either utilized in the permanent construction or otherwise disposed of as specified in Section 202.03.

**Basis of Payment:** This work shall be paid for at the contract unit price per **SQUARE YARD** for **TEMPORARY SURFACE OVER TRENCH – AGGREGATE, 9”**, which price shall include all the labor, material, and equipment necessary for furnishing, placing, maintaining, removing and disposing of the aggregate surface or the bituminous patching material surface with aggregate sub-base, used in the construction of temporary road and driveway approach surfaces. These items shall also include the maintenance of the temporary pavement.

**SP-17: TEMPORARY BITUMINOUS PATCH**

This item shall be used at locations where storm sewer installation is not complete, but the trench must be patched due to weather, high vehicular traffic concentrations, or the direction of the Engineer. In these locations, three (3) inches of ‘Asphalt Cold Patch’, placed and compacted in one lift, shall be placed on the compacted CA-6 sub-base. This pavement shall be placed against a prepared saw-cut pavement. The surface of the finished patch shall be even with the existing finished pavement. Areas of pavement to be opened after November 15<sup>th</sup> shall be done so only with the approval of the Engineer. The maximum width paid for this item, shall be the maximum pavement replacement width permitted by the Standard Specifications for Water and Sewer Construction in Illinois, or as otherwise directed by the Engineer.

**Basis of Payment:** This work shall be paid for at the contract unit price per **TON** for **TEMPORARY BITUMINOUS PATCH**, which price shall include all labor, material, and equipment necessary for furnishing, placing, maintaining, removing and disposing of the asphalt patching material surface used in the construction of temporary road surfaces. This item shall also include the maintenance of the temporary pavement.

**SP-18: STORM SEWER**

This item shall consist of the construction of RCP Storm Sewer in accordance with Section 550 of the Standard Specifications. Storm sewer shall be constructed with new RCP pipe, Type 1, of the diameter

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specified. Unless otherwise allowed by the Engineer, the Contractor shall place a well compacted, fine aggregate bedding at least four inches below the pipe and extending the entire width of the trench for the length of the pipe.

The pipe shall be placed so that the entire length of the pipe will have full bearing. No blocking of any kind shall be used to adjust the pipe to grade except when used with concrete encasement.

Laying of sewer pipe shall be accomplished to line and grade in the trench only after it has been de-watered and the foundation and/or bedding has been prepared. Mud, silt, gravel and other foreign material shall be kept out of the pipe and off the jointing surface.

All pipe laid shall be retained in position so as to maintain alignment and joint closure until sufficient backfill has been completed to adequately hold the pipe in place. All pipes shall be laid to conform to the prescribed line and grade shown on the Plans.

The sewer pipe, unless otherwise approved by the Engineer, shall be laid up grade from point of connection on the existing sewer or from a designated starting point. The sewer pipe shall be installed with the bell end forward or upgrade, unless approved otherwise. When pipe laying is not in progress, the forward end of the pipe shall be kept tightly closed with an approved temporary plug.

The following specific items shall be considered **incidental** to storm sewer pipe construction and their costs shall be merged into the contract unit price per **FOOT** of the storm sewer pipe.

1. Removal from site of all surplus trench excavation.
2. Excavation for, and placement of, bedding material.
3. Support of trenches, including any necessary bracing or shoring.
4. De-watering of trench or excavation.
5. Placement and compaction of backfill by vibratory plate or other approved mechanical device.
6. Coring into existing drainage structures where connections are called for on the plans.
7. Televising of sewers after installation.

**Basis of Payment:** This work shall be paid for at the contract unit price per **FOOT** for **STORM SEWER, TYPE 1, (RCCP, CLASS IV) (SIZE SPECIFIED)**.

Unit prices shall include all labor, material, and equipment necessary for excavation, bedding, installing, jointing, and backfilling the sewers and all incidental work herein specified, except **TRENCH BACKFILL** as defined by the Standard Specifications, which will be paid for separately.

**SP-19: STORM SEWER, RUBBER GASKET**

This item shall consist of the construction of Rubber Gasket RCP Storm Sewer in accordance with Section 550 of the Standard Specifications and the Special Provision for Storm Sewer above. Storm sewer shall be constructed with new RCP pipe, Type 1, with rubber gaskets and necessary fittings, of the diameter specified.

The rubber gasket shall be a rubber ring gasket joint conforming to the requirements of ASTM Designation C443 (latest revision) for Joints for Circular Concrete Sewer and Culvert Pipe, Using Flexible Watertight Rubber Gaskets.

**Basis of Payment:** This work shall be paid for at the contract unit price per **FOOT** for **STORM SEWER, TYPE 1, (RCCP, CLASS IV), RUBBER GASKET (SIZE SPECIFIED)**.

**SP-20: MANHOLES TO BE ADJUSTED**

This work shall include the adjustment to final grade of existing storm sewer manholes in accordance with Section 602 of the Standard Specifications.

**Basis of Payment:** This work will be paid for at the contract unit price per **EACH** for **MANHOLES TO BE ADJUSTED and MANHOLES TO BE ADJUSTED WITH NEW FRAME AND GRATE or LID, of the type specified**, which price shall include all work as specified herein.

**SP-21: STORM SEWER STRUCTURE REMOVAL**

This work shall consist of the removal of existing structures where indicated on the plan or directed by the Engineer.

Existing pipes, not to be replaced, shall be saw cut a sufficient distance away from the existing structure to allow removal of the structure.

**Basis of Payment:** The cost for removal of existing drainage structures where designated by the Engineer and for all required work and materials described herein will be paid for at the contract unit price **EACH** for **MANHOLES TO BE REMOVED, CATCH BASINS TO BE REMOVED, AND INLETS TO BE REMOVED**.

**SP-22: STORM SEWER REMOVAL**

This work shall consist of the removal of existing storm sewer as shown on the plans and in accordance with Section 551 of the Standard Specifications. The existing sewer may be salvaged by the contractor for whatever use he sees fit, except not to be reused as permanent installation on this project. Trenches falling under or within 2' of proposed pavement or driveways shall be backfilled with **TRENCH BACKFILL** in accordance with section 208.

**Basis of Payment:** The cost for the removal, backfilling and disposal of the materials will be paid for at the contract unit price per **FOOT** for **STORM SEWER REMOVAL** of the size indicated

**SP-23: CONNECTION TO EXISTING STORM SEWER**

This work shall consist of the connection of the proposed storm sewer to the existing storm sewer. This connection shall be with an adaptor or band seal acceptable to the Engineer or a concrete collar meeting the Standard Specifications for Class SI Concrete.

**Basis of Payment:** This work will be paid for at the contract unit price **EACH** for **CONNECTION TO EXISTING STORM SEWER**.

**SP-24: STORM SEWER CONNECTION TO EXISTING MANHOLE**

This work includes the connection of the proposed storm sewers to the existing manholes at locations shown on the plans. The proposed connection shall be neatly cut and the area between the cut out and sewer filled with brick and mortar in accordance with Section 1042 of the Standard Specifications.

**Basis of Payment:** This work will be paid for at the contract unit price per **EACH** for **STORM SEWER CONNECTION TO EXISTING MANHOLE** which includes all work specified herein.

**SP-25: CONNECT EXISTING STORM SEWER TO PROPOSED DRAINAGE STRUCTURE**

This work shall consist of the connection of existing storm sewer to proposed manholes, catch basins or inlets. Removed or extended pipes shall be replaced with new pipe of the same size and type and connected to the proposed structure. Connections to existing pipes shall be made using a band seal, concrete collar or other approved method.

**Basis of Payment:** This work will be paid for at the contract unit price **EACH** for **CONNECT EXISTING STORM SEWER TO PROPOSED DRAINAGE STRUCTURE**.

**SP-26: PIPE UNDERDRAINS, SPECIAL**

This work shall be done in accordance with Section 601 of the Standard Specifications and the Detail shown in the Plans, except as modified herein.

601.01 Description. Add the following to the first paragraph of this Article:

“The work for pipe underdrains shall be constructed in accordance with the Detail provided in the Plans and shall include excavation, connections to existing or proposed storm pipes, drainage structures or pipe drains, and trench backfill.”

601.02 Materials. Revise this Article to read:

“**601.02 Materials.** The pipe underdrains shall be perforated polyvinyl chloride (PVC) pipe in accordance with Section 1040.03 and encased in a fabric filter sock, or approved other by the Engineer, and trench backfill shall be CA-16 aggregate wrapped with filter fabric.”

601.08 Basis of Payment. Revise the first paragraph of this Article to read:

“**601.08 Basis of Payment.** This work will be paid for at the contract unit price per foot for PIPE UNDERDRAINS, SPECIAL, of the diameter specified.”

**SP-27: VALVE VAULTS TO BE ADJUSTED**

This work shall include the adjustment to final grade of existing valve vault frames and lids in accordance with Section 602 of the Standard Specifications.

**Basis of Payment:** This work will be paid for at the contract unit price per **EACH** for **VALVE VAULTS TO BE ADJUSTED**, which price shall include all work as specified herein.

**SP-28: SANITARY MANHOLES TO BE ADJUSTED**

This work shall include the adjustment to final grade of existing sanitary manhole frames and lids in accordance with Section 602 of the Standard Specifications and meet the requirements of the Downers Grove Sanitary District and the Details shown in the Plans.

**Basis of Payment:** This work will be paid for at the contract unit price per **EACH** for **SANITARY MANHOLES TO BE ADJUSTED**, which price shall include all work as specified herein.

**SP-29: DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED**

This work shall include the vertical adjustment of a cast iron extension for the domestic water service box to the finished elevation or as determined by the Engineer, and shall be done in accordance with Article 565.03 of the Standard Specifications. Sufficient space and length along the extension must be provided in order to freely raise or lower the extension. Extreme care shall be taken to keep the inside of the extension and box completely free of any material which would prevent the opening and closing of the water valve.

**Basis of Payment:** This work will be paid for at the contract unit price per **EACH** for **DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED**, which price shall include all work as specified herein.

**SP-30: HANDHOLES TO BE ADJUSTED**

This item shall consist of rebuilding and bringing to grade a handhole at a location shown on the plans or as determined by the Engineer. The work shall consist of removing the handhole frame and cover and the walls of the handhole to a depth of eight (8) inches below the finished grade. Care shall be taken not to damage existing cables or conduit.

Upon completion of the above work, four (4) holes, four (4) inches in depth and, one half (1/2)-inch in diameter, shall be vertically drilled into the remaining concrete; one hole centered on each of the four handhole walls. Four (4) No. 3 steel dowels, eight (8) inches in length, shall be furnished and shall be installed in the drilled holes with a masonry epoxy.

The area adjacent to each side of the handhole shall be excavated to allow forming. All steel hooks, handhole frame, cover, and concrete shall be provided to construct a rebuilt handhole according to applicable portions of Section 814 and Section 1088.06 of the Standard Specifications. (The existing frame and cover shall be replaced if it was damaged during removal or as determined by the Engineer). The frame and cover shall be installed at the proposed finish grade.

**Basis of Payment:** This work will be paid for at the contract unit price per **EACH** for **HANDHOLES TO BE ADJUSTED**, which price shall include all work as specified herein.

**SP-31: FIRE HYDRANTS TO BE ADJUSTED**

This work shall include adjustment of the existing fire hydrant and valve vertically to the finished grade as determined by the Engineer. This work shall be done in accordance with the applicable portions of Section 564 of the Standard Specifications except as modified herein.

564.01 Description. Revise this Article to read:

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**“564.01 Description.** This work shall include excavation, trench dewatering; removal of the existing fire hydrant (and adjacent piping, if necessary); adjustment and/or relocation of the existing fire hydrant valve box; furnishing and installing the necessary pipe and fittings; installing, flushing and swabbing new riser pipe; backfilling the entire excavation with trench backfill up to the proposed subgrade; and disposal of all surplus materials.”

564.03 General. Add the following to the first paragraph of this Article:

“The hydrant shall be installed vertically so that the lowest hose connection is not less than 18 inches nor more than 24 inches above the finished grade ground level. The hydrant barrel shall be braced in such a manner to hold it plumb during backfilling.”

564.03 General. Add the following to the fourth paragraph of this Article:

“Trench backfill material shall be carefully placed and compacted in 6-inch layers around the hydrant to ensure protection and plumbness of the hydrant barrel.”

564.03 General. Add the following paragraphs to this Article:

“The Contractor shall provide ductile iron pipe complying with ANSI A21.51, thickness Class 52, with joints complying with ANSI A21.11. Ductile iron mechanical joint fittings shall be in accordance with ANSI A21.10 or A21.53. Cement linings complying with ANSI 21.4 or AWWA C104, standard thickness shall be used.

Swab the piping, valves, and fittings with a 5% solution of calcium hypochlorite prior to assembly and flush thoroughly.

**Basis of Payment:** This work will be paid for at the contract unit price per **EACH** for **FIRE HYDRANTS TO BE ADJUSTED**, which price shall include all work as specified herein.

### **SP-32: EXPLORATORY TRENCH, SPECIAL**

This item shall consist of excavating an area for the purpose of locating existing utilities within the construction limits of the proposed improvement. This work shall be performed as directed by the Engineer. A nominal quantity of exploratory excavation has been included in the schedule of prices for the purpose of establishing a unit price for this item of work.

After the excavation has been inspected, it shall be backfilled as directed by the Engineer. If the excavation is located in a paved area (existing or proposed), the excavation shall be backfilled with Trench Backfill as specified herein. Otherwise, the excavation shall be backfilled with excavated material compacted to the satisfaction of the Engineer. Any excess material shall be disposed of in accordance with Article 202.03 of the Standard Specifications. *Trench Backfill will not be measured for payment.*

**Basis of Payment:** This work will be paid for at the contract unit price per **CUBIC YARD** for **EXPLORATORY TRENCH, SPECIAL**, measured as specified, which price shall include excavation, backfill and legal disposal of excess material.

### **SP-33: TRAFFIC CONTROL AND PROTECTION**



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

Special attention is called to §107.09 and §107.14 of the Standard Specifications for Road and Bridge Construction and the Highway Standard #701501, #701801, #701901.

§107.09 of the Standard Specification is amended as follows for this work:

First paragraph (p.28), first sentence: The Contractor shall notify the Village, and not the Engineer, of the start of the work as required.

Sixth paragraph (p. 29), last sentence: The Contractor's method of protection shall be subject to the approval of the Village and not the Engineer.

Eighth paragraph (p. 29), last sentence: The Contractor shall notify the Village and not the Engineer, about the horizontal or vertical clearance restriction.

The required signs shall be placed at the locations designated by the Village and not the Engineer.

*The Engineer shall not be responsible to determine the adequacy of the traffic control devices used at the site and/or to monitor their maintenance by the contractor. The contractor shall have the sole responsibility to provide adequate traffic control in compliance with these provisions.*

The Contractor shall obtain, erect, maintain and remove all signs, barricades, flagmen and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of §107.14 of the Standard Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

**Basis of Payment:** This work shall be paid for at the contract **LUMP SUM** price for **TRAFFIC CONTROL AND PROTECTION**, which price shall be payment in full for the installation and maintenance of proper traffic control to protect the work and the public for the duration of the Project.

### **SP-34: IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS**

If construction activities will result in removal and disposal of excavation spoils, per Illinois Public Act 96-1416 and the Illinois Environmental Protection Agency, soil sampling and analysis, along with certification from a licensed professional engineer (PE) or licensed professional geologist (PG) that the soil is uncontaminated, will be required prior to clean construction and demolition debris (CCDD) facility acceptance. However, if the subject property has never been used for industrial or commercial purposes, and is not adjacent to Potentially Impacted Properties (PIP's), then the site owner or operator may certify that the soil is uncontaminated by use of IEPA form LPC-662.

To facilitate meeting the above requirements, the Village will supply a signed LPC-663 form. Neither the LPC-663, nor the report shall be considered a guarantee that excavated material shall meet the requirements of Illinois Public Act 96-1416, and the Contractor shall be responsible for satisfactory removal and disposal of all material as specified herein. No additional environmental testing of the existing on-site material may be performed without prior written permission from the Engineer. In the event that Contractor performs any additional testing without the written permission of the Engineer, Contractor will be required to properly and legally dispose of all material from the project site, regardless of its suitability for disposal in a CCDD facility, at his own expense, without any additional payment for testing, hauling and disposal as specified below.

The Village anticipates that one or more of the following CCDD facilities will accept material from this project:

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- Reliable Lyons CCDD, 4226 Lawndale Ave, Lyons, IL 60534
- Hanson Material Service, 125 N Independence Blvd Romeoville, IL 60446
- Bluff City Materials, 1245 Gifford Rd, Elgin, IL 60120
- EF Heil, 12152 South Naper Plainfield Road, Plainfield, IL 60585

Contractor shall consult with these facilities prior to submitting a bid for this project. Contractor shall base his bid on hauling all CCDD generated by this project to these facilities. No additional compensation will be allowed for hauling to any other facilities, for any reason, unless none of the above listed facilities will accept the material. If an alternate facility was approved by the Village prior to bid submittal, and that facility will no longer accept the material, the facilities listed above shall be used by the Contractor at no additional cost to the Village, unless none of the above facilities will accept the material. In the case where neither any of the above listed facilities, nor a pre-approved alternate facility, will accept the material, the Village and Contractor shall attempt to locate an alternate facility, unless the material is classified as unsuitable for disposal in a CCDD facility, in which case it shall be hauled to a landfill and paid for as specified below. Should the Contractor wish to haul material to an alternate facility, the name, location and contact information for the proposed facility shall be submitted to the Village for evaluation, a minimum of five (5) calendar days prior to submission of a bid. Any costs associated with additional sampling, analysis, and/or reporting to meet the acceptance requirements of the alternate facility shall be borne by the bidding Contractor and included within the Contractor's bid. By submitting a bid, Contractor agrees that at least one (1) of the above listed facilities, or an alternate facility approved by the Village in writing prior to the submission of the bid, will accept the material and shall be used for disposal of all CCDD from this project, unless otherwise determined to be non-hazardous special waste as specified below. In the event that the Contractor needs to alter the CCDD facility used for placement of excavated material, the Contractor shall notify the Engineer no later than three (3) days in advance of the planned alteration. In no event shall material be hauled to an alternate facility without the written permission of the Engineer.

**Construction Requirements:** The Contractor shall be responsible for satisfactory removal and disposal of all waste material, asphalt, concrete, stone, dirt, and debris generated or discovered in the course of the work. Removal and disposal of excavation items being disposed of at a clean construction and demolition debris (CCDD) facility shall meet the requirements of Public Act 96-1416. This work shall be incidental and shall not be paid for separately, with the exception of the **ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE** as specified below.

The temporary storing of excavated materials within the public right-of-way or project limits shall not be allowed unless approved by the Engineer. It shall be the Contractor's responsibility to find an approved dumpsite for debris and any excavated materials. The Village will not provide one.

The Contractor shall employ a licensed testing firm, as approved by Engineer, to screen each truck-load of material on-site, using a PID or FID field screen or other acceptable method. The PID shall be calibrated on a daily basis. The Contractor shall enter all truck-loads leaving the site into an on-site screening log including, but not limited to, project name, date, time, weather conditions, name of screener, hauling company, truck number, screening method, background PID reading, calibrated PID reading, truck/bucket PID reading, and description of materials screened. Each day prior to the first truck leaving the site, Engineer and Contractor's testing consultant shall agree on the allowable PID reading in accordance with the receiving CCDD facility procedures (typically 0.0 or daily background levels). The receiving CCDD facility may be consulted daily, or periodically, as needed to verify that the appropriate value is being used. If said screen indicates levels that will be unacceptable for disposal at the CCDD facility, the material shall be quarantined on-site for further

evaluation. If material is rejected at the CCDD facility, it shall be returned to the project site and quarantined for further evaluation. No additional compensation shall be allowed for returning a rejected load back to the project site. Should it be determined by the Village or Village's agent that the material is not suitable for disposal in a CCDD facility, the Contractor shall be responsible for properly disposing of the material at an acceptable landfill, and providing the Village with all of the proper paperwork to document the material disposal with the IEPA. This work shall be paid for as specified below. If a truck-load is rejected by a CCDD facility after leaving the project site, and said truck-load is not identified in the on-site screening log, the Contractor shall still be required to properly dispose of the material and provide the Village with the necessary documentation, but shall not be additionally compensated as specified below.

All additional work to satisfy these requirements shall be the responsibility of the Contractor. All costs associated with meeting these requirements shall be paid for as specified herein. These costs shall include but are not limited to all required testing, lab analysis, and certification by a licensed professional engineer (PE) or licensed professional geologist (PG), if required, in addition to the cost of additional hauling, dump fees, etc. Payment for this work shall be in addition to payment for EARTH EXCAVATION per the contract unit price. No adjustment to the contract unit price will be allowed due to changes to quantities based on actual field conditions.

**Basis of Payment:** This work shall be paid for at the contract unit price per **LOAD** for **ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE**, which price shall be payment in full for the work as specified herein.

**SP-35: PRECONSTRUCTION VIDEOTAPING**

This work shall consist of furnishing all materials and labor required to perform a videotape survey of the construction limits, adjacent right-of-way, and adjacent structures bordering the work. This shall include, but not be limited to, existing buildings, garages, pavements, curb and gutter, sidewalks, fences, trees and landscaping. Two (2) copies of the videotape shall be furnished to the Village in DVD format. Videotaping shall be performed by a reputable company meeting the approval of the Village, in the presence of a representative of the Village, and shall be performed prior to the commencement of construction. The videotape survey shall serve as a basis for establishing damage that has occurred as a result of construction operations.

**Basis of Payment:** This work will be paid for at the contract **LUMP SUM** price for **PRECONSTRUCTION VIDEOTAPING**, which price shall be payment in full for the work as specified herein.

**SP-36: CONSTRUCTION STAKING AND RECORD DRAWINGS**

Section 5-7 of the Water and Sewer Specs shall be replaced in its entirety by the following:

The Contractor shall furnish and place all construction layout stakes for this project. Competent personnel with suitable equipment shall conduct this work, supervised by a licensed Illinois Land Surveyor. The Contractor shall be responsible for having the finished work conform substantially to the lines, grades, elevations and dimensions shown on the plans.

The Contractor shall provide adequate control points to construct the individual Project elements, and shall provide the Engineer with adequate control in close proximity to check the compliance of the elements constructed.

The Contractor shall record all field notes in standard survey field notebooks and those books shall become the property of the Owner at the completion of the Project. All notes shall be neat, orderly and in an accepted format.

Prior to final payment and within 28 calendar days of substantial completion, as determined in section III.4.1.1, the Contractor shall provide the Owner with record drawings showing the elevations of all constructed storm sewer manholes, catch basins, inlets, and any other storm structures defined by the Engineer as part of the project. Red-lined plans or electronically-generated as-built plans are acceptable. Digital copies of as-built drawings must also be provided. All work related to generating the as-built drawings shall be supervised by a licensed Illinois Land Surveyor.

**Basis of Payment:** This work will be paid for at the contract **LUMP SUM** price for **CONSTRUCTION STAKING AND RECORD DRAWINGS**, which price shall be payment in full for the work as specified herein.

**SP-37: STREET SWEEPING AND DUST CONTROL**

All roadway surfaces shall be kept free of dirt, mud, dust and debris of any kind throughout every phase of the Project. Dirt, mud, dust and debris of any kind shall be removed from the roadway surface to the satisfaction of the Engineer by any one or combination of the following: approved mechanical sweeping equipment, manual labor, or other approved techniques.

Whenever ordered by the Engineer, especially for locations subject to a particularly high volume of traffic, the Contractor shall mechanically sweep the work site.

**Basis of Payment:** This work will be paid for at the contract unit price per **HOURLY** for **STREET SWEEPING AND DUST CONTROL**, which price shall be payment in full for the work as specified herein.

**SP-38: MAILBOX RELOCATION**

This work shall consist of providing a temporary mailbox bank(s) that provides a mailbox for each address that has curbside mail service. The item shall also include the removal and the reinstallation of all curbside mailboxes within the work area, regardless of type and size.

**Construction Requirements.** All work shall be in accordance with Post Office standards and requirements. Before each phase of pavement removal begins the contractor will be required to coordinate the installation of the temporary bank of mailboxes for that phase with the Post Office and Engineer. No existing mailboxes shall be removed and pavement removal may not begin until the Post Office and Engineer have approved the temporary installation. Once pavement is restored up to the top of binder course for that particular phase the original mailboxes will be reinstalled.

At the appropriate time, the Engineer will document the condition of the existing mailboxes and supports prior to removal by the Contractor. The Contractor shall exercise care not to damage the mailboxes during removal and re-installation. Upon removal, the Contractor shall place each mailbox and its support on the property of the resident. Any materials damaged by the Contractor shall be replaced to the satisfaction of the Engineer at no additional cost to the Village.

The Engineer will contact the residents to have the mailboxes and supports placed behind the sidewalk where the Contractor can retrieve them. Every mailbox shall be re-installed with, at a minimum, a foundation

approximately 12 inches in diameter and 18 inches deep consisting of a 3 inch gravel base below a rapid setting concrete mix. The concrete shall be manufactured by Sakrete. The mix shall be: Fast-Setting Ultra High Strength (product # 11050). An approved equal can be used; however it shall meet ASTM C 387. Finishing shall comply with ACI 302 and curing shall comply with ACI 308. In cases where standard installation will not suffice, the contractor shall submit proposed installation details to the Engineer for approval. Once the existing mailboxes are re-installed and approved by the Post Office and the Engineer, the Contractor shall remove the temporary bank of mailboxes, and all materials shall become the property of the Contractor. The Contractor will be required to restore the location of the temporary mailboxes to its original condition, which cost will be incidental to the mailbox relocation.

The Contractor shall provide all materials, labor and equipment required to perform this work. The Engineer and the Post Office shall approve all materials. The Contractor will be required to coordinate all work with the Post Office and the Engineer in order to ensure no interruption of service.

**Basis of Payment.** This work shall be paid for at the contract **LUMP SUM** price for **MAILBOX RELOCATION**. The Contractor shall be compensated one-seventh (1/7) of that sum after the removal of the mailboxes, installation of the temporary mailbox bank, removal of the temporary mailbox bank, restoration of and the acceptance of the re-installed mailboxes for each phase of construction.

**SP-39: UNDERGROUND CONDUIT, GALVANIZED STEEL**

This work shall consist of installing new galvanized steel conduit where street light cables cross the roadway as directed by the Engineer and shall be in accordance with Section 810 of the Standard Specifications.

Conduit under roadways shall extend at least 2' from the back of curb. Installing new conduit shall include connections to existing handholes and connections to existing conduit. This work does not include pulling new cable through the conduit.

**Basis of Payment:** This work will be paid for at the contract unit price per **FOOT** for **UNDERGROUND CONDUIT, GALVANIZED STEEL, of the size specified**, which price shall include all work as specified herein.

**SP-40: REMOVAL AND REPLACEMENT OF UNDERGROUND LIGHTING CIRCUIT (4 - #8XLP-USE)**

**Description:** This item shall include pulling out existing #6 wire and pulling in new wire quantity of 4- #8 XLP-USE conductors of the correct color for street lighting( 1- green, 1-white, 1- red, 1-black) spanning between system 31 and 33 control cabinets and 20 light poles spaced approximately 300ft apart. The new wires should be terminated at the same breakers in the control cabinet as the existing wire. Care shall be taken to keep all wires free of nicks, flat spots, exposed copper or damaged insulation.

**Basis of Payment:** This work will be paid for at the contract unit price per **FOOT** for **REMOVAL AND REPLACEMENT OF UNDERGROUND LIGHTING CIRCUIT (4-#8 XLP-USE)**, which price shall include all labor, materials and equipment necessary to do the work.

**SP-41: REMOVAL AND REPLACEMENT OF POLE WIRING (3 - #12XLP-USE)**

**Description:** This item shall include pulling out existing wire in 20 light poles that are 25ft in height with 6ft mast arms and pulling in quantity of 3 #12XLP-USE conductors of the correct color for street lighting. The system is to be 120volts on alternating circuits. The pole wiring will be spliced to the underground wiring so

the lights will be on alternating circuits using crimp connectors and heat shrinkable sealant filled caps.

Splices above grade, such as in street light pole hand holes shall have a waterproof sealant and a heat-shrinkable cap. The cap shall be of a size suitable for the splice and shall have a factory-applied sealant within. Additional seal of the splice shall be assured by the application of sealant tape.

There shall be a quick disconnect HEB -AA fuse holder with a 5 amp fuse installed between the splice at the underground wire and the hot leg going up the pole to the fixture. Wires shall be carefully stripped only as far as needed for connection to the device. Over-stripping shall be avoided. An oxide inhibiting lubricate shall be applied to the wire for minimum connection resistance before the terminals are crimped on. Crimping shall be performed in accordance with the fuse holder manufacturer's recommendations. The exposed metal connecting portion of the assembly shall be taped with two half-lapped wraps of electrical tape and then covered by the specified insulating boot. The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side).

All terminations shall be completed with compression-type copper sleeves and heat shrinkable caps with factory applied sealant. See Detail Drawing SLT-05 of specifications.

Where terminations are made for fuse kits, the terminations shall be made at main buss with wire connecting directly to crimp connection on fuse kit with no splices between. The main splices shall be completed as stated in paragraph above. The wire on other end of fuse kit shall connect directly to plug/ballast with no splices between.

The wire connecting to the fuse kits shall be a minimum of 18 inches to allow fuse kits to be pulled out of the access hand hole.

All pole wiring shall be correctly color-coded. Example: White = Neutral; Green = Ground; alternating colors for each hot leg: red / black

All wires need be terminated to the lead from the fixture plug using appropriate wire nuts and sealant tape.

**Basis of Payment:** This work will be paid for at the contract unit price per **FOOT** for **REMOVAL AND REPLACEMENT OF POLE WIRING (3-#12 XLP-USE)**, which price shall include all labor, materials and equipment necessary to do the work.

#### **SP-42: STREET LIGHT POLE REMOVAL AND REPLACEMENT**

**Description:** If the contractor finds it necessary to remove a light pole at any time to complete the work, it will be at the contractor's expense and the following will apply:

**Condition of Existing Systems.** Prior to removing poles and luminaries the Contractor shall carefully inspect the condition of the poles and luminaries to document any defects in materials or finish and to identify any missing parts necessary to provide a pole and luminaries ready for re-installation. The Contractor shall conduct an inventory of all existing parts of each pole, making note of any parts which are found broken, missing, defective or malfunctioning.

The project manager must be informed in writing of any broken, missing, defective or malfunctioning parts prior to the Contractor removing the poles and luminaries from the foundation base.

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The Contractor shall have full responsibility for providing a complete and functional pole and luminaries free of defects once the poles are removed from the foundation base. Wiring, fuses, splices, and any other materials necessary to re-connect the light poles to the electrical system and create a fully functional street light pole and luminaries will be the responsibility of the Contractor.

Light pole foundations, anchor bolts, conduits, wires, ground rods, and grounding wires shall be protected for the duration of the project.

**Basis of Payment:** This work shall be considered **INCIDENTAL** to the project.

### **SP-43: FURNISH AND INSTALL LED LIGHT FIXTURES**

**Description:** This work consists of removing existing fixtures, furnishing and installing Phillips Hadco RX1 LEDGINE Part # (RX140 T1 I 3 N A 5 N N S N) 40 LED - 69watt roadway lighting fixture or approved equal. (see attached specification sheet)

All components of the fixture including the housing, LED's and driver shall be from the same manufacturer and produced with in the USA and have a minimum of a full 5 year warranty on the entire fixture and all of its components.

The existing fixtures are to be removed and returned to the Village. The contractor is required to contact the Village for pickup of all existing equipment. **Removal of old fixtures will not be allowed until new fixtures are onsite.**

**Construction:** Fixture shall contain no mercury or other hazardous chemicals. The housing shall be constructed of low copper die-cast aluminum with a traditional cobra head style, low profile and EPA. The housing shall have a unique thermal dissipating design with wide angular channels that allow for natural removal of dirt and debris. Tool less clips shall allow for access to the driver and wiring compartment. The fixture shall have a hinged door that is removable for serviceability and upgradability. There shall be a precision designed injection molded optic plate behind a single tempered glass lens. The lens and lens frame gaskets shall be robotically applied. The LED optics chamber needs to be rated IP66. The mounting detail shall accept a 1.25" to 2.5" horizontal tenon or arm. A bubble level shall be built in as well as mounting steps that allow for a +5 to -5 degrees tilt in 2.5 degree increments. There shall be a dual clamp mounting system with the clamps made of HSLA steel and are zinc plated. Fasteners need to be made of stainless steel. A large terminal block shall be directly in line with incoming power wires and accept up to 6 gauge wire. The housing shall have a full 5year warranty

### **LED Specifications:**

Phillips Lumileds LEDs with a life expectancy of 80,000hours ( at > L70 lumen maintenance @25degrees C ) and 100,000hours for the LED array and driver respectively or equivalent. LEDs should have a full 5year warranty.

### **Electronic Driver:**

Phillips advance XITANIUM LED driver. The driver should be universal voltage input from 120 – 277VAC. Input frequency shall be 50-60Hz and all driver shall be RoHS compliant. The driver shall have a minimum of a <3kV surge suppression built in. The driver shall install on the enclosure door, keeping it mechanically separated from the canopy . LED Driver should have a full 5year warranty.

**Finish:**

Thermoset polyester powder coat that is electrostatically applied after a five stage conversion cleaning process and bonded by heat fusion thermosetting. Laboratory tested for superior weather ability and fade resistance in accordance with ASTM B-117-64 and ANSI/ASTM G53-77 specifications. Powder coat shall be between 3.0 – 6.0 mil thickness. Finish shall have a full 5year warranty.

**IP Rating:**

IP66: Dust-tight and sealed against direct jets of water. No ingress of dust. Will withstand 26.4 gallons of water per minute. Water projected in powerful jets shall not enter the enclosure in harmful quantities. The LED optics chamber shall be IP66 rated.

**Certifications:**

ETL listed to US safety standards for wet locations. UL8750 and UL1598 compliant. Manufactured to ISO9001:2000 standards. Vibration tested to ANSI C136.31.

**IESNA Classification:**

Full Cutoff

**Basis of Payment:** This work will be paid for at the contract unit price per **EACH** for **FURNISH AND INSTALL LED LIGHT FIXTURES**, which price shall include all labor, materials and equipment necessary to do the work.

**SP-44: REPLACE UNIT DUCT**

**Description:** This work shall consist of furnishing and installing coilaible nonmetallic conduit (unit duct), complete with all splicing, identifications, and terminations at locations directed by the engineer where the new cable cannot be pulled through the existing unit duct. The Unit Duct will be furnished and installed in accordance with the methods and materials outlined in Sections 816.

The work will also include all restoration. Damage to all lawns shall be replaced with an approved topsoil and sod. All roadway surfaces such as sidewalks, curbs, pavement, etc. shall be replaced in kind.

**Basis of Payment:** This work will be paid for at the contract unit price per **FOOT** for **REPLACE UNIT DUCT, 1 ¼" DIA., POLYETHYLENE**, which price shall include all labor, materials and equipment necessary to do the work.

**SP-45: FLEXIBLE DELINEATORS**

This work shall consist of furnishing and installing flexible delineators at locations shown on the plans or as directed by the Engineer. The delineators shall be placed at 5 foot intervals along curb tapers where the road narrows or as directed by the Engineer.

The delineators shall be a one piece fiberglass composite material and meet the following requirements:

The delineators shall be minimum 3.75 inches wide and approximately 72 inches in length. The delineator shall be constructed of impact resistant, hydrocarbon resistant, and UV resistant fiberglass reinforced composite material. The delineator shall be resistant to wind and vehicle impact with a service temperature range of -40 degrees to +140 degrees Fahrenheit.



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The delineators shall be white with a matching strip of 3 inch by 12 inch high intensity Type AP prismatic sheeting.

The delineators shall be embedded a minimum of 18 inches into the finished ground. The top shall be no more than 48 inches above the finished ground.

**Basis of Payment:** This work will be paid for at the contract unit price per **EACH** for **FLEXIBLE DELINEATORS**, which price shall include all work as specified herein.

### **SP-46: PRISMATIC CURB REFLECTOR**

This work shall consist of furnishing and installing prismatic curb reflectors along the top of curb where curb tapers that narrow the roadway occur or as directed by the Engineer and shall be in accordance with Section 782 of the Standard Specifications.

The reflector color shall be monodirectional white and the reflectors shall be spaced at 5 foot intervals along curb tapers or as directed by the Engineer.

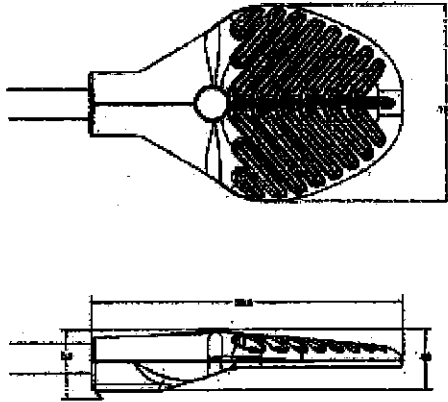
**Basis of Payment:** This work will be paid for at the contract unit price per **EACH** for **PRISMATIC CURB REFLECTOR**, which price shall include all work as specified herein.

### **SP-47: SAW CUT JOINTS**

The removal and/or replacement of any driveways, pavement, curb, sidewalk, etc. shall be accomplished by means of a saw cut joint, at the direction of the Engineer.

**Basis of Payment:** This work shall be considered **INCIDENTAL** to the project.

## RX1 LEDGINE (40 LED's) (RX140) Specification Sheet



### Ordering Guide

Example: RX140 T1 A 2 W A 5 N N S N

Product Code	RX140	RX1 LEDGINE (40 LED's)
Mounting	T1 T2	2" to 2.8" lumen 1.58" to 2" lumen
Finish	A B H	Black White Grey
Optics	2 3 4 5	Type II Type III Type IV Type V
Color Temperature	W N C	3000K 4000K 5700K
Voltage	A B	120-277 VAC 347-480 VAC
Drive Current	S M	550 mA Multi Tap (350, 530, 700mA)
Photo Control	N R	None Twist-lock Receptacle
Dimming Control	N DA DB DC DD DE DF DG DH DI W	None 4 Hrs 25% Reduction 4 Hrs 50% Reduction 4 Hrs 75% Reduction 8 Hrs 25% Reduction 8 Hrs 50% Reduction 8 Hrs 75% Reduction 8 Hrs 25% Reduction 8 Hrs 50% Reduction 8 Hrs 75% Reduction Wireless
Surge Suppression	S A	Standard Built in <3kV Additional 10kV BL
Housing Shield	H N	None Housing Side Shield

\*1 Only Available in RX140 -ships at 550mA.

\*2 No dimming or 347-480V, available with M

\*3 Consult Factory for wireless option

\*4 Can not have 347-480V with a Dynadimmer Dimming Option (DA-DI)

### Specifications

#### APPLICATIONS:

The RX1 is the perfect LED solution for roadway lighting and is the ideal luminaire for both new and retrofit installations. Other application locations include: residential streets, city streets, campuses and parking lots. The performance, energy savings, and uniformity of this luminaire allow for it to be a one to one replacement for standard HID cobra-head style luminaires.

#### CONSTRUCTION:

Containing no mercury or other hazardous chemicals, the RX1 is RoHS compliant and fully recyclable. The housing is constructed of low copper die-cast aluminum with a traditional cobra-head style, low profile and EPA. The housing is a unique thermal dissipating design with wide regular channels that allow for natural removal of dirt and debris. Two tool-less clips allow for access to the driver and wiring compartment. The hinged door is removable for serviceability and upgradability. The LEDGINE has a precision designed, injection molded optic plate behind a single tempered glass lens. The lens and lens frame gaskets are robotically applied. The LED optic chamber is IP69 rated. The mounting detail will accept a 1.26" to 2.8" horizontal lumen or arm. There is an option for a 360° rotatable twist lock photocell receptacle. A bubble level is built in as well as mounting steps that allow for a .45" to .6" lbs. in 2.5" increments. There is a dual clamp mounting system. Mounting clamps are made of HSLA steel and are zinc plated. Fasteners are made of stainless steel. A large terminal block is directly in line with incoming power wires and accepts up to 6 gauge wire.

#### LED SPECIFICATIONS:

Refer to IES file for energy consumption and delivered lumens for each option. Based on in-lab thermal testing and data from Philips Lumileds and Philips Advance, life

ISO 9001:2008 Registered

Page 1 of 2

**PHILIPS**  
**HARCO**

Note: Philips reserves the right to modify the above details to reflect changes in the cost of materials and/or production and/or design without prior notice.  
160 Gateway Drive, Littlestown, PA 17340 | P: +1-717-339-7121 F: +1-717-339-6266 | <http://www.hedco.com> | Copyright 2011 Philips  
H401

## RX1 LEDGINE (40 LED's) (RX140) Specification Sheet



expectedly can be expected to reach 50,000 hours (at >1.70 lumen maintenance @ 25°C) and 100,000 hours for the LED array and driver respectively. The Philips LEDGINE uses Philips Lumileds Rebel LEDs. Color temperatures available are ANSI Bin 5000K, 4000K, and 3000K CCT. Multiple distributions are available including Type 2, 3, 4 and 5.

### ELECTRONIC DRIVER:

The driver included in a RX1 is the Philips Advance XITANIUM LED driver and is available in single or multiple driver current options (see ordering guide for details and options). Standard driver offers 0-10V dimming capability and universal voltage input from 120-277VAC or 347-480VAC. Input frequency is 60-50Hz and all XITANIUM drivers are RoHS compliant. The driver has <2kV surge suppression built in, 10kV is an additional option. The driver is installed on the enclosure door, keeping it mechanically separated from the canopy which doubles as the LED array heat sink. This allows the driver case temperature to remain well below the maximum rated temperature giving the driver a 100,000 hour life.

### FINISH:

Thermoset polyester powdercoat is electrostatically applied after a five-stage conversion cleaning process and bonded by heat fusion thermosetting. Laboratory tested for superior weatherability and fade resistance in accordance with ASTM B-117-04 and ANSI/ASTM G53-77 specifications. Powdercoat is 3.0 - 6.0 mil thickness.

### OPTIONS:

There is an option for a 360° rotatable twist lock photocell receptacle. Optional surge suppression current rating available for the RX1 is 10 kV BL. Enclosure for surge suppression devices is constructed of high temperature, flameproof material with an 85°C maximum surface temperature rating. The device consists of a thermally protected transient overvoltage circuit and is designed for use with universal voltage ballasts and drivers. The Philips Dynadimmer is an option with the RX1. There are 9 standard factory set dimming schedules available. A custom schedule is available by contacting the factory. Wireless dimming options are also available, contact the factory for details.

### IP RATING:

IP68 Dust-tight and sealed against direct jets of water. No ingress of dust. Will withstand 26.4 gallons of water per minute. Water projected in powerful jets shall not enter the enclosure in harmful quantities. The LED optics chamber is IP68 rated.

### CERTIFICATIONS:

UL8750 and UL1881 compliant. ETL listed to U.S. safety standards for wet locations, cETL listed to Canadian safety standards for wet locations. Manufactured to ISO 9001:2008 Standards. Vibration tested to ANSI C136.31 for Bridge Applications.

### WARRANTY:

5-year extended warranty

### Width:

16.5"

### Height:

4.5"

### Length:

25.4"

### GPA:

.54 sq ft

### Max. Weight:

18.5 lbs

### IESNA Classifications:

R8 Color

ISO 9001:2008 Registered

Page 2 of 2

**PHILIPS**  
**HADCO**

Note: Philips reserves the right to modify the above details to reflect changes in the cost of materials and/or production and/or design without prior notice.  
100 Craftway Drive, Uniontown, PA 17340 | P: +1-717-399-7134 F: +1-717-399-9259 | <http://www.hadco.com> | Copyright 2014 Philips  
HW1

**V. BID and CONTRACT FORM (Village)**

**\*\*\*THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award**

**BIDDER:**

<u>Namp Concrete Contractors, Inc.</u>	<u>2-20-13</u>
Company Name	Date
<u>1900 Wright Blvd.</u>	<u>Jmayer@NampConcrete.com</u>
Street Address of Company	E-mail Address
<u>Schaumburg IL 60193</u>	<u>Jeff Mayer</u>
City, State, Zip	Contact Name (Print)
<u>847-891-6000</u>	<u>630-776-7536</u>
Business Phone	24-Hour Telephone
<u>847-891-6100</u>	<u>Adele Lampignano</u>
Business Fax	Signature of Officer, Partner or Sole Proprietor
	<u>Adele Lampignano</u>
	Print Name & Title
	<u>President</u>
ATTEST: if a Corporation	
<u>[Signature]</u>	
Signature of Corporation Secretary	

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by November 22, 2013 in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

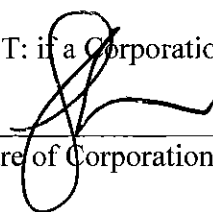
In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

**V. BID and CONTRACT FORM (Contractor)**

**\*\*\*THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award**

**BIDDER:**

<u>Namp Concrete Contractors, Inc.</u>		<u>2-20-13</u>
Company Name		Date
<u>1900 Wright Blvd.</u>		<u>Jmayer@NampConcrete.com</u>
Street Address of Company		E-mail Address
<u>Schaumburg IL 60193</u>		<u>Jeff Mayer</u>
City, State, Zip		Contact Name (Print)
<u>847-891-6000</u>		<u>630-776-7536</u>
Business Phone		24-Hour Telephone
<u>847-891-6000</u>		<u>Adele Lampignano</u>
Business Fax		Signature of Officer, Partner or Sole Proprietor
<u>ATTEST: if a Corporation</u>		<u>Adele Lampignano</u>
		Print Name & Title
Signature of Corporation Secretary		<u>President</u>

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by November 22, 2013 in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove

**SCHEDULE OF PRICES:**

Item No.	Items	Unit	Quantity	Unit Cost	Total Cost
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	86	35-	3010-
2	TREE PROTECTION	FOOT	8,630	1.50	12945-
3	TREE ROOT PRUNING	EACH	101	10-	1010-
4	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	160	50-	8000-
5	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	60	60-	3600-
6	EARTH EXCAVATION, SPECIAL	CU YD	15,642	27.50	430155-
7	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	5,000	5-	25000-
8	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	5,000	5-	25000-
9	TRENCH BACKFILL	CU YD	620	30-	18600-
10	PARKWAY RESTORATION, SPECIAL	SQ YD	16,844	4.50	75798-
11	SUPPLEMENTAL WATERING	UNIT	174	1-	174-
12	AGGREGATE FOR TEMPORARY ACCESS	TON	1,100	1-	1100-
13	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	34,377	4-	137508-
14	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	1,301	4-	5204-
15	HOT-MIX ASPHALT BASE COURSE, 7"	SQ YD	30,305	24-	727320-
16	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	12,234	.01	122.34
17	AGGREGATE (PRIME COAT)	TON	125	1-	125-
18	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	3,521	67-	235907-
19	HOT-MIX ASPHALT SURFACE REMOVAL - 2"	SQ YD	267	4-	1068-
20	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	27	10-	270-
21	PROTECTIVE COAT	SQ YD	7,055	.80	5644-
22	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	11,671	4-	46684-
23	DETECTABLE WARNINGS	SQ FT	424	20-	8480-
24	P.C.C. DRIVEWAY PAVEMENT, SPECIAL, 6"	SQ YD	1,687	36-	60732-

Village of Downers Grove

25	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, SPECIAL	SQ YD	2,959	34-	100606-
26	BRICK PAVER DRIVEWAY REMOVE AND REINSTALL	SQ YD	191	100-	19100-
27	BRICK PAVER EDGING REMOVE AND REINSTALL	SQ YD	18	150-	2700-
28	TEMPORARY SURFACE OVER TRENCH - AGGREGATE, 9"	SQ YD	1,235	.01	12.35
29	TEMPORARY BITUMINOUS PATCH	TON	217	10-	2170-
30	SIDEWALK REMOVAL	SQ FT	12,842	1-	12842-
31	STORM SEWER, TYPE 1, (RCCP, CL IV) 12"	FOOT	1,938	40-	77520-
32	STORM SEWER, TYPE 1, (RCCP, CL IV) 18"	FOOT	7	50-	350-
33	STORM SEWER, TYPE 1, (RCCP, CL IV) 21"	FOOT	42	65-	2730-
34	STORM SEWER, TYPE 1, (RCCP, CL IV) 12", RUBBER GASKET	FOOT	466	45-	20970-
35	STORM SEWER, TYPE 1, (RCCP, CL IV) 18", RUBBER GASKET	FOOT	175	55-	9625-
36	MANHOLES TO BE ADJUSTED	EACH	25	325-	8125-
37	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	2	550-	1100-
38	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID	EACH	1	545-	545-
39	MANHOLES TO BE ADJUSTED WITH NEW TYPE 10 FRAME AND GRATE	EACH	1	600-	600-
40	MANHOLES TO BE ADJUSTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	4	600-	2400-
41	INLETS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID	EACH	1	500-	500-
42	MANHOLES TO BE REMOVED	EACH	8	350-	2800-
43	CATCH BASINS TO BE REMOVED	EACH	2	300-	600-
44	INLETS TO BE REMOVED	EACH	33	100-	3300-
45	STORM SEWER REMOVAL 10"	FOOT	27	1-	27-
46	STORM SEWER REMOVAL 12"	FOOT	967	1-	967-
47	STORM SEWER REMOVAL 18"	FOOT	182	1-	182-
48	STORM SEWER REMOVAL 21"	FOOT	42	1-	42-
49	CONNECTION TO EXISTING STORM SEWER	EACH	1	650-	650-
50	STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	25	200-	5000-

Village of Downers Grove

51	CONNECT EXISTING STORM SEWER TO PROPOSED DRAINAGE STRUCTURE	EACH	14	200-	2800-
52	CATCH BASINS, TYPE C, TYPE 11 FRAME AND GRATE	EACH	27	1250-	33750-
53	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	1850-	1850-
54	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 11 FRAME AND GRATE	EACH	8	1850-	14800-
55	CATCH BASINS, TYPE A, 5' DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1	2500-	2500-
56	MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	6	2000-	12000-
57	MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	2000-	2000-
58	MANHOLES, TYPE A, 4' DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1	2100-	2100-
59	MANHOLES, TYPE 1, 5' DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1	2750-	2750-
60	INLETS, TYPE A, TYPE 10 FRAME AND GRATE	EACH	1	1100-	1100-
61	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	29	1100-	31900-
62	CONCRETE CURB, TYPE B	FOOT	344	25-	8600-
63	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	17,597	12.50	219,962.50
64	PIPE UNDERDRAINS, 4-INCH, SPECIAL	FOOT	800	10-	8000-
65	VALVE VAULTS TO BE ADJUSTED	EACH	17	250-	4250-
66	SANITARY MANHOLES TO BE ADJUSTED	EACH	20	500-	10000-
67	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	111	50-	5550-
68	HANDHOLES TO BE ADJUSTED	EACH	4	1200-	4800-
69	FIRE HYDRANTS TO BE ADJUSTED	EACH	2	650-	1300-
70	EXPLORATION TRENCH, SPECIAL	CU YD	127	1-	127-
71	MOBILIZATION	LSUM	1	200000-	200000-
72	TRAFFIC CONTROL AND PROTECTION	LSUM	1	200000-	200000-
73	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	161	8-	1288-
74	PRECONSTRUCTION VIDEOTAPING	LSUM	1	5000-	5000-
75	CONSTRUCTION STAKING AND RECORD DRAWINGS	LSUM	1	20000-	20000-
76	STREET SWEEPING AND DUST CONTROL	HOUR	255	1-	255-



Village of Downers Grove

77	MAILBOX RELOCATION	LSUM	1	15000-	15000-
78	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	1,360	10-	13600-
79	REMOVAL AND REPLACEMENT OF UNDERGROUND LIGHTING CIRCUIT (4-#8 XLP-USE)	FOOT	6,200	4.55	28210-
80	REMOVAL AND REPLACEMENT OF POLE WIRING (3-#12 XLP-USE)	FOOT	650	4-	2600-
81	FURNISH AND INSTALL LED LIGHT FIXTURES	EACH	20	925-	18500-
82	REPLACE UNIT DUCT, 1 1/2" DIA., POLYETHYLENE	FOOT	1,900	6-	11400-
83	FLEXIBLE DELINATORS	EACH	120	20-	2400-
84	PRISMATIC CURB REFLECTOR	EACH	120	15-	1800-
85	ENGINEER'S FIELD OFFICE, TYPE B	CAL MO	8	2000-	16000-
86	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	4,384	1-	4384-
87	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	84	6-	504-

TOTAL BID \$3,020,000.19

**BIDDER'S CERTIFICATION (page 1 of 3)**

With regard to Concord Square, Bidder Alamp Concrete Contractors, Inc.  
(Name of Project) (Name of Bidder)  
hereby certifies the following:

1. Bidder is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Bidder certifies that Bidder and any subcontractors working on the project are aware that filing false payroll records is a Class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

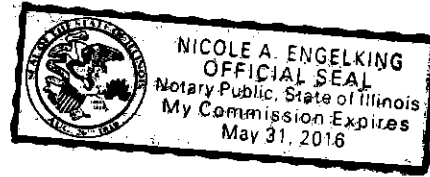
**BIDDER'S CERTIFICATION (page 2 of 3)**

BY: Adele Lampignano  
Bidder's Authorized Agent

36-73929173

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or -  
Social Security Number



Subscribed and sworn to before me

this 20 day of Feb, 2013

Nicole Engelking  
Notary Public

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Bidder is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Namp Concrete Contractors and the full names of its Officers are as follows:

President: Adele Lampignano

Secretary: Joseph Lampignano

Treasurer: Joseph Lampignano

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

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

~~~~~  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDER'S CERTIFICATION (page 3 of 3)**

The partnership does business under the legal name of: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

**(c) Sole Proprietor**

The Bidder is a Sole Proprietor whose full name is: \_\_\_\_\_  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

6. Are you willing to comply with the Village's insurance requirements within 13 days of the award of the contract? yes

INSURER'S NAME: Country Mutual Insurance

AGENT: Tim Ohm

Street Address: 245 S. Gary Ave

City, State, Zip Code: Carol Stream IL 60188

Telephone Number: 630-608-4518

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: ~~AAA~~ Lamp Concrete Contractors, Inc.

Print Name and Title of Authorizing Signature: Adele Lampignaro

Signature: Adele Lampignaro

Date: 2-20-13

# SHOREWEST

*Surety Services, Inc.*

July 13, 2012

***Bondability:***

***A. Lamp Concrete Contractors, Inc.  
1900 Wright Boulevard  
Schaumburg, IL 60193***

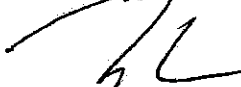
**To Whom It May Concern:**

Please be advised that The Hanover Insurance Company of Worcester, MA has had the continuing privilege of providing bonding support to A. Lamp Concrete Contractors, Inc. of Schaumburg, IL. The Hanover Insurance Company has a Best Insurance Guide rating of A XIV and is licensed to do business in every state. We currently have a bonding line established with single limitations of \$20,000,000 and aggregate limitation of \$50,000,000. **By no means do these limits constitute maximums, as we will consider larger projects at the time a request is submitted to our company.**

Should A. Lamp Concrete Contractors, Inc. be low bidder on any project, The Hanover Insurance Company will provide performance and payment bonds upon favorable review of the contract documents and current underwriting documents.

We hold A. Lamp Concrete Contractors, Inc. in the highest regard and look forward to providing any further assistance that may be necessary. Please feel free to contact us with any questions or comments at (800) 264-1634.

Sincerely,



Todd Schaap  
Attorney-in-Fact  
The Hanover Insurance Company



2626 49th Drive, Franksville, WI 53126  
PHONE: 262.835.9576 or 800.264.1634  
FAX: 262.835.9649  
WEBSITE: [www.shorewestsurety.com](http://www.shorewestsurety.com)

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Thomas O. Chambers, Kimberly S. Rasch and/or Todd Schaap

of Racine, WI and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 1st day of March 2012.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 1st day of March 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 13 day of July 2012



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President



February 18, 2013

A Lamp Concrete Contractors, Inc.  
1900 Wright Blvd.  
Schaumburg, IL 60193

To Whom It May Concern:

We have reviewed the contract for the Village of Downer Grove at 5101 Walnut, Downer Grove, IL 60515 regarding Bid ST-012, Concord Square Unit 2, Railroad Improvements. We can issue a Certificate of Insurance with the requirements requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Ohm", written over a horizontal line.

Tim Ohm, Financial Representative  
TO/pr  
[www.countryfinancial.com/tim.ohm](http://www.countryfinancial.com/tim.ohm)

Village of Downers Grove

**MUNICIPAL REFERENCE LIST**

Municipality:

Address:

Contact Name:

Phone #:

Name of Project:

Contract Value:

Date of Completion:

Municipality:

Address:

Contact Name:

Phone #:

Name of Project:

Contract Value:

Date of Completion:

Municipality:

Address:

Contact Name:

Phone #:

Name of Project:

Contract Value:

Date of Completion:

Municipality:

Address:

Contact Name:

Phone #:

Name of Project:

Contract Value:

Date of Completion:

Municipality:

Address:

Contact Name:

Phone #:

Name of Project:

Contract Value:

Date of Completion:



## Project References

### Village of Bartlett

Project: 2002, 2003, 2004, 2005, 2006, 2007 2008, 2009

Contact: Mike Koziol (630) 529-8000

Water Main, Sanitary & Storm Sewers, Excavation, Concrete, Asphalt & Landscaping

\$6,600,000.00 (combined)

### Village of Libertyville

Project: 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2011

Contact: Fred Chung (847) 247-5435

Watermain, Storm Sewers and Road work

\$10,500,000.00 (combined)

### Village of Lombard

Project: 2006, 2009, 2010

Contact: Ray Schwab (630)620-5740

Storm Sewer, Concrete, Paving, Patching, Landscaping

\$3,890,000.00 (combined)

### Village of Skokie

Project: 2007, 2008, 2009, 2011

Contact: William Bablitzs (847)933-8232

Demolition, Mill Grinding, Earthwork, Drainage, Concrete, Landscape

\$6,906,000.00 (combined)

**Please visit our website ~ [www.alampconcrete.com](http://www.alampconcrete.com)**

**SUBCONTRACTORS LIST**

The Bidder hereby states the following items of work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

1) Elmund & Nelson Co. Type of Work Electric  
Addr: 1510 Sheldon Dr. City Elgin State IL Zip 60120

2) Marking Specialists Corp. Type of Work Pavement Marking  
Addr: 214 Crystal St. City Cary State IL Zip 60013

3) James D. Fiala Paving Type of Work HMA Paving  
Addr: 500 E. Frontage Rd. City Bolingbrook State IL Zip 60440

4) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

5) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

6) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

7) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

8) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**CERTIFICATION OF QUALIFICATIONS**

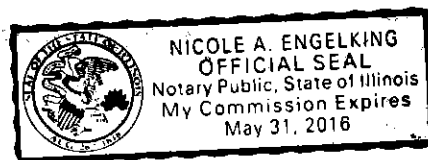
The bidder hereby certifies that it complies with all requirements of SP-4 including at least three (3) contracts of similar nature and scope within the last five (5) years, and has provided detailed supporting information.

Signed by: Adelle Lampignano (Corporate Seal)  
Title: President  
Name & Address: Alamp Concrete Contractors, Inc.  
of Contractor 1900 Wright Blvd.  
or Vendor Schaumburg IL 60193

Project: Concord Square Unit 2 Roadway Improvements

Subscribed and sworn to before  
me this 20 day of February 2013

Nicole A. Engelking  
Authorized Signature





## VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S. all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: Alamp Concrete Contractors, Inc.  
 ADDRESS: 1900 Wright Blvd.  
 CITY: Schaumburg  
 STATE: IL  
 ZIP: 60193  
 PHONE: 847-891-6000 FAX: 847-891-6000  
 TAX ID #(TIN): 36-3929173

(If you are supplying a social security number, please give your full name)

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: Same  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

|                      |                                                       |
|----------------------|-------------------------------------------------------|
| Individual           | Limited Liability Company -Individual/Sole Proprietor |
| Sole Proprietor      | Limited Liability Company-Partnership                 |
| Partnership          | Limited Liability Company-Corporation                 |
| Medical              | <u>Corporation</u>                                    |
| Charitable/Nonprofit | Government Agency                                     |

SIGNATURE: Alamp Concrete Contractors, Inc. DATE: 2-20-13

**Apprenticeship and Training Certification**

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Bidder: Lamp Concrete Contractors, Inc.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The Bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Bidder is a participant and that will be performed with the Bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the Bid.**

Laborers-2-70-96 Teamsters-731-786  
Operators-150 Cement Masons-502-803-11

The requirements of this certification and disclosure are a material part of the Contract, and the Contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: Adele Lampignano, President  
Signature: Adele Lampignano  
Date: 2-20-13

**BUY AMERICA CERTIFICATION**

**Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.**

*Instructions:*

*Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.*

*Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).*

***Certificate of Compliance***

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature

*Adele Lampignano*

Company Name

*Lamp Concrete Contractors, Inc.*

Title

*President*

Date

*2-20-13*

***Certificate of Non-Compliance***

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature

Company Name

Title

Date

**AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.**

**Note: The U.S./Canadian Free Trade Agreement does not supersede the Buy America requirement.**

### Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

Company Name:

Alamp Concrete Contractors Inc.

Address:

1900 Wright Blvd.

City:

Schaumburg

IL

Zip Code:

60193

Telephone:

847 891-6000

Fax Number:

847 891-6000

E-mail Address:

Jmayer2@AlampConcrete.Com

Authorized Company Signature:

Adelle Lampignano

Print Signature Name:

Adelle Lampignano

Title of Official:

President

Date:

2-20-13

### CAMPAIGN DISCLOSURE CERTIFICATE

Village of Downers Grove

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☒ Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

   
Signature Print Name

☐ Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of

01/18/13

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**

|                                                          | 1               | 2            | 3               | 4               | 5               |                    |
|----------------------------------------------------------|-----------------|--------------|-----------------|-----------------|-----------------|--------------------|
| Contract Number                                          | 11-00184-03-SW  | ENG-12-403   | 63461           | 12-23-432       | 02-00113-00-PV  |                    |
| Contract With                                            | Lake County DOT | Palatine     | IDOT Item - 84  | Cook County HD  | MAYWOOD         |                    |
| Estimated Completion Date                                | 45 Wrk Days     | 5/31/2013    | 50 Working Days |                 | 6/30/2010       |                    |
| Total Contract Price                                     | \$ 522,649.50   | \$ 49,953.00 | \$ 777,905.40   | \$ 2,128,571.80 | \$ 8,106,695.00 | Accumulated Totals |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$ 522,649.50   | \$ 49,953.00 | \$ 5,000.00     | \$ 2,128,571.80 | \$ 202,500.00   | \$ 2,908,674.30    |
| Uncompleted Dollar Value if Firm is the Subcontractor    |                 |              |                 |                 |                 | \$ -               |
| Total Value of All Work                                  |                 |              |                 |                 |                 | \$ 2,908,674.30    |

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**

Accumulated  
Totals

|                                      |               |              |      |                 |              |                 |
|--------------------------------------|---------------|--------------|------|-----------------|--------------|-----------------|
| Earthwork                            | \$ 67,331.00  | \$ 465.00    | \$ - | \$ 59,805.00    | \$ 7,500.00  | \$ 135,101.00   |
| Portland Cement Concrete Paving      |               | \$ -         | \$ - | \$ -            | \$ -         | \$ -            |
| HMA Plant Mix                        |               |              |      | \$ -            | \$ -         | \$ -            |
| HMA Paving                           | \$ 14,971.00  | \$ 1,800.00  |      | \$ 35,750.00    | \$ 5,000.00  | \$ 57,521.00    |
| Clean & Seal Cracks/ Joints          |               |              |      | \$ 14,970.00    | \$ -         | \$ 14,970.00    |
| Aggregate Bases & Surfaces           | \$ 27,082.00  | \$ -         |      | \$ 4,416.00     | \$ 5,000.00  | \$ 36,498.00    |
| Highway,R.R.& Water Structures       |               |              |      | \$ -            | \$ -         | \$ -            |
| Drainage                             | \$ 26,027.00  | \$ -         |      | \$ 20,350.00    | \$ 2,500.00  | \$ 48,877.00    |
| Electrical                           |               |              |      |                 |              | \$ -            |
| Cover and Seal Coats                 |               |              |      |                 |              | \$ -            |
| Concrete Construction                | \$ 148,192.34 | \$ 36,328.00 | \$ - | \$ 1,137,836.60 | \$ 15,000.00 | \$ 1,337,356.94 |
| Landscaping                          | \$ 33,989.66  | \$ 1,140.00  | \$ - | \$ 4,138.00     | \$ 10,000.00 | \$ 49,267.66    |
| Fencing                              |               |              |      | \$ -            | \$ -         | \$ -            |
| Guardrail                            |               |              |      |                 |              | \$ -            |
| Painting                             |               |              |      |                 | \$ -         | \$ -            |
| Signing                              |               |              | \$ - | \$ -            | \$ 5,000.00  | \$ 5,000.00     |
| Cold Milling, Planning & Rotomilling | \$ 6,037.50   | \$ -         | \$ - | \$ 4,164.00     | \$ -         | \$ 10,201.50    |
| Demolition                           |               |              |      |                 |              | \$ -            |
| Pavement Markings (Paint)            |               | \$ 720.00    |      |                 |              | \$ 720.00       |
| Other Construction (List)            | \$ 87,500.00  | \$ 9,500.00  | \$ - | \$ 391,328.00   | \$ 15,000.00 | \$ 503,328.00   |
|                                      | \$ -          |              |      |                 | \$ -         | \$ -            |
|                                      |               |              |      |                 |              |                 |
| <b>Totals</b>                        | \$ 411,130.50 | \$ 49,953.00 | \$ - | \$ 1,672,757.60 | \$ 65,000.00 | \$ 2,198,841.10 |

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization to Bid." This form has been approved by the State Forms Management Center.

### Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

|                           | 1                    | 2           | 3                   | 4                    | 5                      |
|---------------------------|----------------------|-------------|---------------------|----------------------|------------------------|
| Subcontractor             |                      |             |                     |                      | S.C.A.T.               |
| Type of Work              | Electrical           |             |                     | Electrical           | TELEVISION             |
| Subcontract Price         | \$ 91,833.00         |             |                     | \$ 25,350.00         | \$ 18,200.00           |
| <b>Amount Uncompleted</b> | <b>\$ 91,833.00</b>  | <b>\$ -</b> | <b>\$ -</b>         | <b>\$ 25,350.00</b>  | <b>\$ -</b>            |
| Subcontractor             |                      |             |                     |                      | DUNTEMAN               |
| Type of Work              | Fencing              |             |                     | Diamond Grinding     | ASPHALT                |
| Subcontract Price         | \$ 13,440.00         |             |                     | \$ 348,394.20        | \$ 630,510.00          |
| <b>Amount Uncompleted</b> | <b>\$ 13,440.00</b>  | <b>\$ -</b> | <b>\$ -</b>         | <b>\$ 348,394.20</b> | <b>\$ -</b>            |
| Subcontractor             |                      |             |                     |                      |                        |
| Type of Work              | Striping             |             |                     | Sewer Clean          | BRICK WORK             |
| Subcontract Price         | \$ 6,246.00          |             | \$ -                | \$ 15,200.00         | \$ 235,600.00          |
| <b>Amount Uncompleted</b> | <b>\$ 6,246.00</b>   | <b>\$ -</b> | <b>\$ -</b>         | <b>\$ 15,200.00</b>  | <b>\$ 12,500.00</b>    |
| Subcontractor             |                      |             |                     |                      |                        |
| Type of Work              |                      |             | Landscaping         | Striping             | ELECTRICAL             |
| Subcontract Price         |                      |             | \$ 37,044.85        | \$ 63,870.00         | \$ 1,702,130.00        |
| <b>Amount Uncompleted</b> |                      |             | <b>\$ 5,000.00</b>  | <b>\$ 63,870.00</b>  | <b>\$ 60,000.00</b>    |
| Subcontractor             |                      |             |                     |                      |                        |
| Type of Work              |                      |             |                     | Survey               | LANDSCAPE              |
| Subcontract Price         |                      |             |                     | \$ 3,000.00          | \$ 160,800.00          |
| <b>Amount Uncompleted</b> | <b>\$ -</b>          |             | <b>\$ -</b>         | <b>\$ 3,000.00</b>   | <b>\$ 65,000.00</b>    |
| Subcontractor             |                      |             |                     |                      |                        |
| Type of Work              |                      |             | Striping            |                      | STRIPING               |
| Subcontract Price         |                      |             | \$ 11,745.20        |                      | \$ 25,895.00           |
| <b>Amount Uncompleted</b> | <b>\$ -</b>          |             | <b>\$ -</b>         |                      | <b>\$ -</b>            |
| Subcontractor             |                      |             |                     |                      |                        |
| Type of Work              |                      |             | Tree Care           |                      | TRAFF CONTL            |
| Subcontract Price         |                      |             | \$ 2,756.25         |                      | \$ 36,050.00           |
| <b>Amount Uncompleted</b> | <b>\$ -</b>          |             | <b>\$ -</b>         |                      | <b>\$ -</b>            |
| Subcontractor             |                      |             | \$ -                |                      |                        |
| Type of Work              |                      |             |                     |                      | TREE REMOVAL           |
| Subcontract Price         | \$ -                 |             | \$ -                | \$ -                 | \$ 4,950.00            |
| <b>Amount Uncompleted</b> | <b>\$ -</b>          |             | <b>\$ -</b>         | <b>\$ -</b>          | <b>\$ -</b>            |
| <b>Total Uncompleted</b>  | <b>\$ 111,519.00</b> | <b>\$ -</b> | <b>\$ 5,000.00</b>  | <b>\$ 455,814.20</b> | <b>\$ 137,500.00</b>   |
| <b>Totals</b>             | <b>\$ 111,519.00</b> | <b>\$ -</b> | <b>\$ 51,546.30</b> | <b>\$ 455,814.20</b> | <b>\$ 2,814,135.00</b> |



# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of

01/18/13

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**

|                                                          | 6               | 7    | 8               | 9               | 10            |                    |
|----------------------------------------------------------|-----------------|------|-----------------|-----------------|---------------|--------------------|
| Contract Number                                          | 12-28-417       |      | ST-008-WA-034   | 881-020         |               |                    |
| Contract With                                            | Cook County HD  |      | Downers Grove   | Highland Park   | Skokie        |                    |
| Estimated Completion Date                                |                 |      | 11/16/2012      | 10/15/2012      | 9/28/2012     |                    |
| Total Contract Price                                     |                 |      | \$ 3,552,453.00 | \$ 3,047,276.50 | \$ 703,459.50 | Accumulated Totals |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$ 2,982,326.25 | \$ - | \$ 10,000.00    | \$ 28,970.00    | \$ 5,000.00   | \$ 3,026,296.25    |
| Uncompleted Dollar Value if Firm is the Subcontractor    |                 | \$ - |                 |                 |               | \$ -               |
| Total Value of All Work                                  |                 |      |                 |                 |               | \$ 3,026,296.25    |

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**

|                                      |                 |      |              |              |             | Accumulated Totals |
|--------------------------------------|-----------------|------|--------------|--------------|-------------|--------------------|
| Earthwork                            | \$ 74,990.00    | \$ - | \$ -         | \$ -         | \$ -        | \$ 74,990.00       |
| Portland Cement Concrete Paving      | \$ -            |      |              |              | \$ -        | \$ -               |
| HMA Plant Mix                        | \$ -            |      |              |              |             | \$ -               |
| HMA Paving                           | \$ 8,080.00     | \$ - | \$ -         | \$ -         | \$ -        | \$ 8,080.00        |
| Clean & Seal Cracks/ Joints          | \$ 56,050.00    |      |              |              |             | \$ 56,050.00       |
| Aggregate Bases & Surfaces           | \$ 10,097.00    | \$ - | \$ -         | \$ -         | \$ -        | \$ 10,097.00       |
| Highway, R.R. & Water Structures     | \$ -            |      |              |              |             | \$ -               |
| Drainage                             | \$ 63,150.00    | \$ - | \$ -         | \$ -         | \$ -        | \$ 63,150.00       |
| Electrical                           | \$ -            |      |              |              |             | \$ -               |
| Cover and Seal Coats                 | \$ -            |      |              | \$ -         |             | \$ -               |
| Concrete Construction                | \$ 1,747,661.25 | \$ - | \$ -         | \$ -         | \$ -        | \$ 1,747,661.25    |
| Landscaping                          | \$ 10,100.00    | \$ - | \$ -         | \$ 10,000.00 | \$ -        | \$ 20,100.00       |
| Fencing                              | \$ -            |      |              |              |             | \$ -               |
| Guardrail                            | \$ -            |      |              |              |             | \$ -               |
| Painting                             | \$ -            |      |              |              |             | \$ -               |
| Signing                              | \$ -            | \$ - | \$ -         | \$ -         | \$ -        | \$ -               |
| Cold Milling, Planning & Rotomilling | \$ -            | \$ - | \$ -         | \$ -         | \$ -        | \$ -               |
| Demolition                           | \$ -            | \$ - |              |              |             | \$ -               |
| Pavement Markings (Paint)            | \$ -            |      |              | \$ -         |             | \$ -               |
| Other Construction (List)            | \$ 372,175.00   | \$ - | \$ 10,000.00 | \$ 15,000.00 | \$ 5,000.00 | \$ 402,175.00      |
|                                      |                 | \$ - | \$ -         |              |             | \$ -               |
| Totals                               | \$ 2,342,303.25 | \$ - | \$ 10,000.00 | \$ 25,000.00 | \$ 5,000.00 | \$ 2,382,303.25    |

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization to Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

|                          | 6                    | 7           | 8           | 9                    | 10                   |
|--------------------------|----------------------|-------------|-------------|----------------------|----------------------|
| Subcontractor            |                      |             |             |                      |                      |
| Type of Work             | Electrical           |             |             | Electric             | Brick Paving         |
| Subcontract Price        | \$ 86,850.00         |             |             | \$ 650.00            | \$ 47,208.00         |
| Amount Uncompleted       | \$ 86,850.00         | \$ -        | \$ -        | \$ -                 | \$ -                 |
| Subcontractor            |                      |             |             |                      |                      |
| Type of Work             | Diamond Grinding     |             |             | Fencing              | Electrical           |
| Subcontract Price        | \$ 442,748.00        |             |             | \$ 3,970.00          | \$ 23,370.00         |
| Amount Uncompleted       | \$ 442,748.00        | \$ -        | \$ -        | \$ 3,970.00          | \$ -                 |
| Subcontractor            |                      |             |             |                      |                      |
| Type of Work             | Sewer Cleaning       |             |             | HMA Paving           | Irrigation           |
| Subcontract Price        | \$ 4,850.00          |             |             | \$ 363,661.00        | \$ 23,000.00         |
| Amount Uncompleted       | \$ 4,850.00          | \$ -        | \$ -        | \$ -                 | \$ -                 |
| Subcontractor            |                      |             |             |                      |                      |
| Type of Work             | Striping             |             |             | Signage              | Landscaping          |
| Subcontract Price        | \$ 99,575.00         |             |             | \$ 14,581.50         | \$ 3,605.00          |
| Amount Uncompleted       | \$ 99,575.00         | \$ -        | \$ -        | \$ -                 | \$ -                 |
| Subcontractor            |                      |             |             |                      |                      |
| Type of Work             | Survey               |             |             | Striping             | Striping             |
| Subcontract Price        | \$ 6,000.00          |             |             | \$ 10,290.00         | \$ 3,984.00          |
| Amount Uncompleted       | \$ 6,000.00          |             |             | \$ -                 | \$ -                 |
| Subcontractor            |                      |             |             |                      |                      |
| Type of Work             |                      |             |             |                      | Tree Care            |
| Subcontract Price        |                      |             |             | \$ -                 | \$ 1,200.00          |
| Amount Uncompleted       |                      |             |             | \$ -                 | \$ -                 |
| Subcontractor            |                      |             |             |                      |                      |
| Type of Work             |                      |             |             |                      |                      |
| Subcontract Price        |                      |             |             |                      |                      |
| Amount Uncompleted       |                      |             |             |                      |                      |
| Subcontractor            |                      |             |             |                      |                      |
| Type of Work             |                      |             |             |                      |                      |
| Subcontract Price        |                      |             |             | \$ -                 | \$ -                 |
| Amount Uncompleted       |                      |             | \$ -        | \$ -                 | \$ -                 |
| <b>Total Uncompleted</b> | <b>\$ 640,023.00</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 3,970.00</b>   | <b>\$ -</b>          |
| <b>Totals</b>            | <b>\$ 640,023.00</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 393,152.50</b> | <b>\$ 102,367.00</b> |



# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of

01/18/13

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**

|                                                          | 11              | 12   | 13   | 14   | 15              |                    |
|----------------------------------------------------------|-----------------|------|------|------|-----------------|--------------------|
| Contract Number                                          | 63230           |      |      |      |                 |                    |
| Contract With                                            | IDOT            |      |      |      | Harper College  |                    |
| Estimated Completion Date                                | 20 Working Days |      |      |      | 11/21/2012      |                    |
| Total Contract Price                                     | \$ 89,415.00    |      |      |      | \$ 4,248,969.00 | Accumulated Totals |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$ 5,000.00     | \$ - | \$ - | \$ - | \$ 215,000.00   | \$ 220,000.00      |
| Uncompleted Dollar Value if Firm is the Subcontractor    |                 |      |      |      |                 | \$ -               |
| Total Value of All Work                                  |                 |      |      |      |                 | \$ 220,000.00      |

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**

|                                      |             |      |      |      |              | Accumulated Totals |
|--------------------------------------|-------------|------|------|------|--------------|--------------------|
| Earthwork                            | \$ -        |      |      | \$ - | \$ -         | \$ -               |
| Portland Cement Concrete Paving      |             |      |      |      |              | \$ -               |
| HMA Plant Mix                        |             |      |      |      |              | \$ -               |
| HMA Paving                           | \$ -        |      |      |      | \$ -         | \$ -               |
| Clean & Seal Cracks/ Joints          |             |      |      |      |              | \$ -               |
| Aggregate Bases & Surfaces           | \$ -        |      |      |      | \$ -         | \$ -               |
| Highway, R.R. & Water Structures     |             |      |      |      |              | \$ -               |
| Drainage                             | \$ -        |      |      |      | \$ -         | \$ -               |
| Electrical                           |             |      |      |      |              | \$ -               |
| Cover and Seal Coats                 |             |      |      |      |              | \$ -               |
| Concrete Construction                | \$ -        |      |      |      | \$ -         | \$ -               |
| Landscaping                          | \$ 5,000.00 |      |      |      | \$ -         | \$ 5,000.00        |
| Fencing                              |             |      |      |      |              | \$ -               |
| Guardrail                            |             |      |      |      |              | \$ -               |
| Painting                             |             |      |      |      |              | \$ -               |
| Signing                              | \$ -        |      |      |      |              | \$ -               |
| Cold Milling, Planning & Rotomilling | \$ -        |      |      |      | \$ -         | \$ -               |
| Demolition                           |             |      |      |      |              | \$ -               |
| Pavement Markings (Paint)            | \$ -        |      |      |      |              | \$ -               |
| Other Construction (List)            | \$ -        |      |      |      | \$ 10,000.00 | \$ 10,000.00       |
|                                      |             |      |      |      |              | \$ -               |
| Totals                               | \$ 5,000.00 | \$ - | \$ - | \$ - | \$ 10,000.00 | \$ 15,000.00       |

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**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

|                          | 11   | 12   | 13   | 14   | 15              |
|--------------------------|------|------|------|------|-----------------|
| Subcontractor            |      |      |      |      |                 |
| Type of Work             |      |      |      |      | Electrical      |
| Subcontract Price        |      |      |      |      | \$ 603,000.00   |
| Amount Uncompleted       |      | \$ - |      | \$ - | \$ 50,000.00    |
| Subcontractor            |      |      |      |      |                 |
| Type of Work             |      |      |      |      | Fencing         |
| Subcontract Price        |      |      |      |      | \$ 33,928.00    |
| Amount Uncompleted       |      |      |      | \$ - | \$ -            |
| Subcontractor            |      |      |      |      |                 |
| Type of Work             |      |      |      |      | HMA Pvmnt       |
| Subcontract Price        |      |      |      |      | \$ 605,977.00   |
| Amount Uncompleted       |      |      | \$ - |      | \$ -            |
| Subcontractor            |      |      |      |      |                 |
| Type of Work             |      |      |      |      | Irrigation      |
| Subcontract Price        |      |      |      |      | \$ 97,000.00    |
| Amount Uncompleted       |      |      | \$ - |      | \$ 5,000.00     |
| Subcontractor            |      |      |      |      |                 |
| Type of Work             |      |      |      |      | Landscaping     |
| Subcontract Price        | \$ - |      |      |      | \$ 439,625.00   |
| Amount Uncompleted       | \$ - |      | \$ - |      | \$ 150,000.00   |
| Subcontractor            |      |      |      |      |                 |
| Type of Work             |      |      |      |      | Tree Care       |
| Subcontract Price        | \$ - |      |      |      | \$ 4,900.00     |
| Amount Uncompleted       | \$ - |      |      |      | \$ -            |
| Subcontractor            |      |      |      |      |                 |
| Type of Work             |      |      |      |      |                 |
| Subcontract Price        | \$ - |      |      |      |                 |
| Amount Uncompleted       | \$ - |      |      |      |                 |
| Subcontractor            |      |      |      |      |                 |
| Type of Work             |      |      |      |      |                 |
| Subcontract Price        | \$ - |      | \$ - |      |                 |
| Amount Uncompleted       | \$ - |      | \$ - |      |                 |
| <b>Total Uncompleted</b> | \$ - | \$ - | \$ - | \$ - | \$ 205,000.00   |
| <b>Totals</b>            | \$ - | \$ - | \$ - | \$ - | \$ 1,784,430.00 |



# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of

01/18/13

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**

|                                                          | 16   | 17   | 18              | 19   | 20              |                    |
|----------------------------------------------------------|------|------|-----------------|------|-----------------|--------------------|
| Contract Number                                          |      |      | 11-00122-01-RP  |      |                 |                    |
| Contract With                                            |      |      | Melrose Park    |      | School Dist 54  |                    |
| Estimated Completion Date                                |      |      | 10/1/2012       |      | 8/13/2012       |                    |
| Total Contract Price                                     |      |      | \$ 3,082,236.00 |      | \$ 1,092,856.80 | Accumulated Totals |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$ - | \$ - | \$ 15,000.00    | \$ - | \$ 12,500.00    | \$ 27,500.00       |
| Uncompleted Dollar Value if Firm is the Subcontractor    |      |      |                 |      |                 | \$ -               |
| Total Value of All Work                                  |      |      |                 |      |                 | \$ 27,500.00       |

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**

Accumulated  
Totals

|                                      |      |      |              |      |      |              |
|--------------------------------------|------|------|--------------|------|------|--------------|
| Earthwork                            | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         |
| Portland Cement Concrete Paving      | \$ - |      | \$ 5,000.00  |      |      | \$ 5,000.00  |
| HMA Plant Mix                        |      |      |              |      |      | \$ -         |
| HMA Paving                           | \$ - | \$ - | \$ -         |      | \$ - | \$ -         |
| Clean & Seal Cracks/ Joints          |      |      |              |      |      | \$ -         |
| Aggregate Bases & Surfaces           | \$ - | \$ - | \$ -         |      | \$ - | \$ -         |
| Highway, R.R. & Water Structures     |      |      | \$ -         |      | \$ - | \$ -         |
| Drainage                             | \$ - | \$ - | \$ -         | \$ - |      | \$ -         |
| Electrical                           |      |      |              |      |      | \$ -         |
| Cover and Seal Coats                 |      |      |              |      |      | \$ -         |
| Concrete Construction                | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         |
| Landscaping                          | \$ - | \$ - | \$ 5,000.00  | \$ - | \$ - | \$ 5,000.00  |
| Fencing                              |      | \$ - |              |      |      | \$ -         |
| Guardrail                            |      |      |              |      |      | \$ -         |
| Painting                             |      |      |              |      |      | \$ -         |
| Signing                              | \$ - |      |              |      | \$ - | \$ -         |
| Cold Milling, Planning & Rotomilling | \$ - | \$ - | \$ -         |      | \$ - | \$ -         |
| Demolition                           |      |      |              |      |      | \$ -         |
| Pavement Markings (Paint)            |      | \$ - |              |      | \$ - | \$ -         |
| Other Construction (List)            | \$ - | \$ - | \$ 5,000.00  | \$ - | \$ - | \$ 5,000.00  |
|                                      |      |      |              |      |      | \$ -         |
| Totals                               | \$ - | \$ - | \$ 15,000.00 | \$ - | \$ - | \$ 15,000.00 |

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**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

|                          | 16   | 17   | 18           | 19   | 20             |
|--------------------------|------|------|--------------|------|----------------|
| Subcontractor            |      |      |              |      |                |
| Type of Work             |      |      | Fence        |      | Electric       |
| Subcontract Price        |      |      | \$ 4,000.00  |      | \$ 42,500.00   |
| Amount Uncompleted       | \$ - | \$ - | \$ -         |      | \$ 10,000.00   |
| Subcontractor            |      |      |              |      |                |
| Type of Work             |      |      | Televising   |      | Fence          |
| Subcontract Price        |      |      | \$ 7,500.00  |      | \$ 22,375.00   |
| Amount Uncompleted       |      | \$ - | \$ -         |      | \$ 2,500.00    |
| Subcontractor            |      |      |              |      |                |
| Type of Work             |      |      |              |      | Landscape      |
| Subcontract Price        |      |      | \$ -         |      | \$ 3,750.00    |
| Amount Uncompleted       | \$ - | \$ - | \$ -         |      | \$ -           |
| Subcontractor            |      |      |              |      |                |
| Type of Work             |      |      |              |      | Sewer Cleaning |
| Subcontract Price        |      |      | \$ -         |      | \$ -           |
| Amount Uncompleted       | \$ - | \$ - | \$ -         |      | \$ -           |
| Subcontractor            |      |      |              |      |                |
| Type of Work             |      |      |              |      | Tree Removal   |
| Subcontract Price        |      |      |              |      | \$ 2,750.00    |
| Amount Uncompleted       |      | \$ - |              | \$ - | \$ -           |
| Subcontractor            |      |      |              |      |                |
| Type of Work             |      |      |              |      |                |
| Subcontract Price        |      |      |              | \$ - |                |
| Amount Uncompleted       |      |      |              | \$ - |                |
| Subcontractor            |      |      |              |      |                |
| Type of Work             |      |      |              |      |                |
| Subcontract Price        |      |      |              | \$ - | \$ -           |
| Amount Uncompleted       |      |      |              | \$ - | \$ -           |
| Subcontractor            |      |      |              |      |                |
| Type of Work             |      |      |              |      |                |
| Subcontract Price        |      |      |              | \$ - | \$ -           |
| Amount Uncompleted       |      |      |              | \$ - | \$ -           |
| <b>Total Uncompleted</b> | \$ - | \$ - | \$ -         | \$ - | \$ 12,500.00   |
| <b>Totals</b>            | \$ - | \$ - | \$ 11,500.00 | \$ - | \$ 71,375.00   |





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
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## Affidavit of Availability For the Letting of

01/18/13

either typing or using black ink. "Authorization to Bid" will not be issued  
completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**

|                                                          | 21            | 22           | 23   | 24              | 25              |                    |
|----------------------------------------------------------|---------------|--------------|------|-----------------|-----------------|--------------------|
| Contract Number                                          | 63612         | 63356        |      | 11-00122-03-RP  |                 |                    |
| Contract With                                            | IDOT          | IDOT         |      | Melrose Park    | Bensenville     |                    |
| Estimated Completion Date                                | 40 Wrk Days   | 25 Wrk Days  |      | 10/1/2012       | 6/31/2012       |                    |
| Total Contract Price                                     | \$ 932,860.70 | \$ 89,899.50 |      | \$ 1,673,943.00 | \$ 3,564,571.14 | Accumulated Totals |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$ 932,860.70 | \$ 7,500.00  | \$ - | \$ 10,000.00    | \$ 26,000.00    | \$ 976,360.70      |
| Uncompleted Dollar Value if Firm is the Subcontractor    |               |              |      |                 |                 | \$ -               |
| Total Value of All Work                                  |               |              |      |                 |                 | \$ 976,360.70      |

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**

Accumulated  
Totals

|                                      |               |             |      |              |              |               |
|--------------------------------------|---------------|-------------|------|--------------|--------------|---------------|
| Earthwork                            | \$ 100,000.00 | \$ -        | \$ - | \$ -         | \$ 5,000.00  | \$ 105,000.00 |
| Portland Cement Concrete Paving      |               |             |      |              | \$ -         | \$ -          |
| HMA Plant Mix                        |               |             |      |              |              | \$ -          |
| HMA Paving                           | \$ 98,636.00  | \$ -        | \$ - | \$ -         | \$ -         | \$ 98,636.00  |
| Clean & Seal Cracks/ Joints          | \$ -          |             | \$ - | \$ -         |              | \$ -          |
| Aggregate Bases & Surfaces           | \$ 26,870.00  | \$ -        | \$ - | \$ -         | \$ -         | \$ 26,870.00  |
| Highway, R.R. & Water Structures     |               |             |      |              |              | \$ -          |
| Drainage                             | \$347,881.00  | \$ -        | \$ - | \$ -         | \$ -         | \$ 347,881.00 |
| Electrical                           |               |             |      |              |              | \$ -          |
| Cover and Seal Coats                 |               |             |      |              |              | \$ -          |
| Concrete Construction                | \$ 135,738.50 | \$ -        | \$ - | \$ 5,000.00  | \$ -         | \$ 140,738.50 |
| Landscaping                          | \$ 27,111.00  | \$ 5,000.00 | \$ - | \$ 5,000.00  | \$ 18,500.00 | \$ 55,611.00  |
| Fencing                              |               |             |      | \$ -         |              | \$ -          |
| Guardrail                            |               |             |      |              |              | \$ -          |
| Painting                             |               |             |      |              |              | \$ -          |
| Signing                              | \$ -          |             | \$ - | \$ -         |              | \$ -          |
| Cold Milling, Planning & Rotomilling | \$ -          | \$ -        | \$ - | \$ -         |              | \$ -          |
| Demolition                           |               |             |      |              |              | \$ -          |
| Pavement Markings (Paint)            |               |             |      |              |              | \$ -          |
| Other Construction (List)            | \$ 115,502.00 | \$ 2,500.00 | \$ - | \$ -         | \$ 2,500.00  | \$ 120,502.00 |
|                                      | \$ -          |             |      |              |              | \$ -          |
|                                      |               |             |      |              |              |               |
| Totals                               | \$ 851,738.50 | \$ 7,500.00 | \$ - | \$ 10,000.00 | \$ 26,000.00 | \$ 895,238.50 |

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**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

|                          | 21                  | 22                 | 23          | 24                  | 25          |
|--------------------------|---------------------|--------------------|-------------|---------------------|-------------|
| Subcontractor            |                     |                    |             |                     |             |
| Type of Work             | Electrical          | Electrical         |             | Sewer Video         |             |
| Subcontract Price        | \$ 14,400.00        | \$ 4,700.00        |             | \$ 21,250.00        |             |
| Amount Uncompleted       | \$ 14,400.00        | \$ -               | \$ -        | \$ -                |             |
| Subcontractor            |                     |                    |             |                     |             |
| Type of Work             | Environmental       | Tree Care          |             |                     |             |
| Subcontract Price        | \$ 7,750.00         | \$ 2,640.00        |             |                     |             |
| Amount Uncompleted       | \$ 7,750.00         | \$ -               | \$ -        | \$ -                |             |
| Subcontractor            |                     |                    |             |                     |             |
| Type of Work             | Fencing             |                    |             |                     |             |
| Subcontract Price        | \$ 12,000.00        |                    |             |                     |             |
| Amount Uncompleted       | \$ 12,000.00        | \$ -               | \$ -        |                     |             |
| Subcontractor            |                     |                    |             |                     |             |
| Type of Work             | Landscaping         |                    |             |                     |             |
| Subcontract Price        | \$ 22,920.00        |                    |             |                     |             |
| Amount Uncompleted       | \$ 22,920.00        | \$ -               | \$ -        |                     |             |
| Subcontractor            |                     |                    |             |                     |             |
| Type of Work             | Sewer Televising    |                    |             |                     |             |
| Subcontract Price        | \$ 2,073.00         |                    |             |                     |             |
| Amount Uncompleted       | \$ 2,073.00         | \$ -               |             |                     |             |
| Subcontractor            |                     |                    |             |                     |             |
| Type of Work             | Signage             |                    |             |                     |             |
| Subcontract Price        | \$ 4,475.00         | \$ -               |             |                     |             |
| Amount Uncompleted       | \$ 4,475.00         | \$ -               |             |                     |             |
| Subcontractor            |                     |                    |             |                     |             |
| Type of Work             | Striping            |                    |             |                     |             |
| Subcontract Price        | \$ 4,567.20         | \$ -               |             |                     |             |
| Amount Uncompleted       | \$ 4,567.20         | \$ -               |             |                     |             |
| Subcontractor            |                     |                    |             |                     |             |
| Type of Work             | Tree Care           |                    |             |                     |             |
| Subcontract Price        | \$ 12,937.00        | \$ -               |             |                     |             |
| Amount Uncompleted       | \$ 12,937.00        | \$ -               |             |                     |             |
| <b>Total Uncompleted</b> | <b>\$ 81,122.20</b> | <b>\$ -</b>        | <b>\$ -</b> | <b>\$ -</b>         | <b>\$ -</b> |
| <b>Totals</b>            | <b>\$ 81,122.20</b> | <b>\$ 7,340.00</b> | <b>\$ -</b> | <b>\$ 21,250.00</b> | <b>\$ -</b> |



# Illinois Department of Transportation

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## Affidavit of Availability For the Letting of

01/18/13

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**

|                                                          | 26   | 27              | 28   | 29   | 30              |                    |
|----------------------------------------------------------|------|-----------------|------|------|-----------------|--------------------|
| Contract Number                                          |      | 1204            |      |      | 60N06           |                    |
| Contract With                                            |      | Libertyville    |      |      | IDOT - 189      |                    |
| Estimated Completion Date                                |      | 90 Working Days |      |      | 120 Cal Days    |                    |
| Total Contract Price                                     |      | \$56,665.00     |      |      | \$ 1,247,731.00 | Accumulated Totals |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$ - | \$ 13,725.00    | \$ - | \$ - | \$ 1,247,731.00 | \$ 1,261,456.00    |
| Uncompleted Dollar Value if Firm is the Subcontractor    |      |                 |      |      |                 | \$ -               |
| Total Value of All Work                                  |      |                 |      |      |                 | \$ 1,261,456.00    |

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**

|                                      |      |              |      |      |                 | Accumulated Totals |
|--------------------------------------|------|--------------|------|------|-----------------|--------------------|
| Earthwork                            | \$ - | \$ 5,500.00  |      | \$ - | \$ 816,951.25   | \$ 822,451.25      |
| Portland Cement Concrete Paving      |      |              |      |      | \$ -            | \$ -               |
| HMA Plant Mix                        |      |              |      |      |                 | \$ -               |
| HMA Paving                           | \$ - | \$ 1,100.00  |      |      | \$ -            | \$ 1,100.00        |
| Clean & Seal Cracks/ Joints          |      |              |      |      | \$ -            | \$ -               |
| Aggregate Bases & Surfaces           | \$ - | \$ 125.00    |      | \$ - | \$ 3,995.00     | \$ 4,120.00        |
| Highway, R.R. & Water Structures     |      |              |      |      | \$ -            | \$ -               |
| Drainage                             | \$ - | \$ -         |      | \$ - | \$ 37,760.00    | \$ 37,760.00       |
| Electrical                           |      |              |      |      |                 | \$ -               |
| Cover and Seal Coats                 |      |              |      |      |                 | \$ -               |
| Concrete Construction                | \$ - | \$ 5,500.00  |      | \$ - | \$ -            | \$ 5,500.00        |
| Landscaping                          | \$ - | \$ 1,500.00  |      | \$ - | \$ 61,289.75    | \$ 62,789.75       |
| Fencing                              |      |              |      |      |                 | \$ -               |
| Guardrail                            |      |              |      |      |                 | \$ -               |
| Painting                             |      |              |      |      |                 | \$ -               |
| Signing                              |      |              |      |      | \$ 2,060.00     | \$ 2,060.00        |
| Cold Milling, Planning & Rotomilling | \$ - | \$ -         |      |      | \$ -            | \$ -               |
| Demolition                           |      |              |      |      |                 | \$ -               |
| Pavement Markings (Paint)            |      |              |      |      | \$ -            | \$ -               |
| Other Construction (List)            | \$ - | \$ -         |      | \$ - | \$ 299,000.00   | \$ 299,000.00      |
|                                      | \$ - | \$ -         | \$ - | \$ - | \$ -            | \$ -               |
|                                      |      |              |      |      |                 |                    |
| Totals                               | \$ - | \$ 13,725.00 | \$ - | \$ - | \$ 1,221,056.00 | \$ 1,234,781.00    |

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**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

|                          | 26   | 27   | 28   | 29   | 30            |
|--------------------------|------|------|------|------|---------------|
| Subcontractor            |      |      |      |      |               |
| Type of Work             |      |      |      |      | Environmental |
| Subcontract Price        |      |      |      |      | \$ 6,250.00   |
| Amount Uncompleted       | \$ - | \$ - | \$ - | \$ - | \$ 6,250.00   |
| Subcontractor            |      |      |      |      |               |
| Type of Work             |      |      |      |      | Fencing       |
| Subcontract Price        |      |      |      |      | \$ 14,175.00  |
| Amount Uncompleted       | \$ - | \$ - | \$ - |      | \$ 14,175.00  |
| Subcontractor            |      |      |      |      |               |
| Type of Work             |      |      |      |      | Tree Care     |
| Subcontract Price        |      |      |      |      | \$ 6,250.00   |
| Amount Uncompleted       |      |      | \$ - |      | \$ 6,250.00   |
| Subcontractor            |      |      |      |      |               |
| Type of Work             |      |      |      |      |               |
| Subcontract Price        |      |      |      |      |               |
| Amount Uncompleted       |      |      |      |      | \$ -          |
| Subcontractor            |      |      |      |      |               |
| Type of Work             |      |      |      |      |               |
| Subcontract Price        |      |      |      |      | \$ -          |
| Amount Uncompleted       |      |      |      |      | \$ -          |
| Subcontractor            |      |      |      |      |               |
| Type of Work             |      |      |      |      |               |
| Subcontract Price        |      |      |      |      | \$ -          |
| Amount Uncompleted       |      |      |      |      | \$ -          |
| Subcontractor            |      |      |      |      |               |
| Type of Work             |      |      |      |      |               |
| Subcontract Price        |      |      |      |      | \$ -          |
| Amount Uncompleted       |      |      |      |      | \$ -          |
| Subcontractor            |      |      |      |      |               |
| Type of Work             |      |      |      |      |               |
| Subcontract Price        |      |      |      |      | \$ -          |
| Amount Uncompleted       |      |      |      |      | \$ -          |
| Subcontractor            |      |      |      |      |               |
| Type of Work             |      |      |      |      |               |
| Subcontract Price        |      |      |      |      | \$ -          |
| Amount Uncompleted       |      |      |      |      | \$ -          |
| <b>Total Uncompleted</b> | \$ - | \$ - | \$ - | \$ - | \$ 26,675.00  |
| <b>Totals</b>            | \$ - | \$ - | \$ - | \$ - | \$ 26,675.00  |



# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of

01/18/13

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**

|                                                          | 31              | 32              | 33   | 34   | 35   |                    |
|----------------------------------------------------------|-----------------|-----------------|------|------|------|--------------------|
| Contract Number                                          | 09-00129-00-PV  | 2009-066 I      |      |      |      |                    |
| Contract With                                            | IDOT - 172      | IDOT - 137      |      |      |      |                    |
| Estimated Completion Date                                | 155 WRK DAYS    | 60 WRK DAYS     |      |      |      |                    |
| Total Contract Price                                     | \$ 3,932,188.45 | \$ 1,622,668.00 |      |      |      | Accumulated Totals |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$ 358,443.40   | \$ 5,000.00     | \$ - | \$ - | \$ - | \$ 363,443.40      |
| Uncompleted Dollar Value if Firm is the Subcontractor    |                 |                 |      |      |      | \$ -               |
| Total Value of All Work                                  |                 |                 |      |      |      | \$ 363,443.40      |

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**

|                                      |               |             |      |      |      | Accumulated Totals |
|--------------------------------------|---------------|-------------|------|------|------|--------------------|
| Earthwork                            | \$ 20,000.00  | \$ -        |      |      |      | \$ 20,000.00       |
| Portland Cement Concrete Paving      | \$ 45,000.00  |             |      |      |      | \$ 45,000.00       |
| HMA Plant Mix                        |               |             |      |      |      | \$ -               |
| HMA Paving                           | \$ 27,500.00  | \$ -        |      |      |      | \$ 27,500.00       |
| Clean & Seal Cracks/ Joints          |               |             |      |      |      | \$ -               |
| Aggregate Bases & Surfaces           | \$ 10,000.00  | \$ -        |      |      |      | \$ 10,000.00       |
| Highway, R.R. & Water Structures     |               |             |      |      |      | \$ -               |
| Drainage                             | \$ 5,000.00   | \$ 5,000.00 |      |      |      | \$ 10,000.00       |
| Electrical                           |               |             |      |      |      | \$ -               |
| Cover and Seal Coats                 |               |             |      |      |      | \$ -               |
| Concrete Construction                | \$ 15,000.00  | \$ -        |      |      |      | \$ 15,000.00       |
| Landscaping                          | \$ 20,000.00  | \$ -        |      |      |      | \$ 20,000.00       |
| Fencing                              |               |             |      |      |      | \$ -               |
| Guardrail                            |               |             |      |      |      | \$ -               |
| Painting                             |               |             |      |      |      | \$ -               |
| Signing                              | \$ 16,684.00  | \$ -        |      |      |      | \$ 16,684.00       |
| Cold Milling, Planning & Rotomilling | \$ -          | \$ -        |      |      |      | \$ -               |
| Demolition                           |               | \$ -        |      |      |      | \$ -               |
| Pavement Markings (Paint)            | \$ -          |             |      |      |      | \$ -               |
| Other Construction (List)            | \$ 25,000.00  | \$ -        |      |      |      | \$ 25,000.00       |
|                                      | \$ -          |             |      |      |      | \$ -               |
|                                      |               |             |      |      |      |                    |
| <b>Totals</b>                        | \$ 184,184.00 | \$ 5,000.00 | \$ - | \$ - | \$ - | \$ 189,184.00      |

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization to Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

|                          | 31            | 32            | 33   | 34   | 35   |
|--------------------------|---------------|---------------|------|------|------|
| Subcontractor            | ELMUND/NELSN  |               |      |      |      |
| Type of Work             | Electrical    | Electrical    |      |      |      |
| Subcontract Price        | \$ 589,523.95 | \$ 14,000.00  |      |      |      |
| Amount Uncompleted       | \$ 150,000.00 | \$ -          |      |      |      |
| Subcontractor            |               |               |      |      |      |
| Type of Work             | Fencing       | Guardrail     |      |      |      |
| Subcontract Price        | \$ 4,050.00   | \$ 64,085.00  |      |      |      |
| Amount Uncompleted       | \$ 4,050.00   | \$ -          |      |      |      |
| Subcontractor            |               |               |      |      |      |
| Type of Work             | Striping      |               |      |      |      |
| Subcontract Price        | \$ 20,209.40  |               |      |      |      |
| Amount Uncompleted       | \$ 20,209.40  |               |      |      |      |
| Subcontractor            |               |               |      |      |      |
| Type of Work             |               | Rumble Strip  |      |      |      |
| Subcontract Price        |               | \$ 16,560.00  |      |      |      |
| Amount Uncompleted       |               | \$ -          |      | \$ - |      |
| Subcontractor            |               |               |      |      |      |
| Type of Work             |               | Striping      |      |      |      |
| Subcontract Price        |               | \$ 22,200.00  |      |      |      |
| Amount Uncompleted       |               | \$ -          |      |      |      |
| Subcontractor            |               |               |      |      |      |
| Type of Work             |               | Tree Care     |      |      |      |
| Subcontract Price        |               | \$ 56,650.00  |      |      |      |
| Amount Uncompleted       |               | \$ -          |      |      |      |
| Subcontractor            |               |               |      |      |      |
| Type of Work             |               |               |      |      |      |
| Subcontract Price        |               |               |      |      |      |
| Amount Uncompleted       |               |               |      |      |      |
| Subcontractor            |               |               |      |      |      |
| Type of Work             |               |               |      |      |      |
| Subcontract Price        |               |               |      |      |      |
| Amount Uncompleted       |               |               |      |      |      |
| <b>Total Uncompleted</b> | \$ 174,259.40 | \$ -          | \$ - | \$ - | \$ - |
| <b>Totals</b>            | \$ 613,783.35 | \$ 173,495.00 | \$ - | \$ - | \$ - |



# Illinois Department of Transportation

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### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**

|                                                          | 36   | 37   | 38   | 39   | 40   |                    |
|----------------------------------------------------------|------|------|------|------|------|--------------------|
| Contract Number                                          |      |      |      |      |      |                    |
| Contract With                                            |      |      |      |      |      |                    |
| Estimated Completion Date                                |      |      |      |      |      |                    |
| Total Contract Price                                     |      |      |      |      |      | Accumulated Totals |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$ - | \$ - | \$ - | \$ - | \$ - | \$ -               |
| Uncompleted Dollar Value if Firm is the Subcontractor    |      |      |      |      | \$ - | \$ -               |
| Total Value of All Work                                  |      |      |      |      |      | \$ -               |

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**

|                                      |      |      |      |      |      | Accumulated Totals |
|--------------------------------------|------|------|------|------|------|--------------------|
| Earthwork                            |      |      |      |      |      | \$ -               |
| Portland Cement Concrete Paving      |      |      |      |      |      | \$ -               |
| HMA Plant Mix                        |      |      |      |      |      | \$ -               |
| HMA Paving                           |      |      |      |      |      | \$ -               |
| Clean & Seal Cracks/ Joints          |      |      |      |      |      | \$ -               |
| Aggregate Bases & Surfaces           |      |      |      |      |      | \$ -               |
| Highway, R.R. & Water Structures     |      |      |      |      |      | \$ -               |
| Drainage                             |      | \$ - |      |      |      | \$ -               |
| Electrical                           |      |      |      |      |      | \$ -               |
| Cover and Seal Coats                 |      |      |      |      |      | \$ -               |
| Concrete Construction                |      |      |      |      |      | \$ -               |
| Landscaping                          |      |      |      |      |      | \$ -               |
| Fencing                              |      |      |      |      |      | \$ -               |
| Guardrail                            |      |      |      |      |      | \$ -               |
| Painting                             |      |      |      |      |      | \$ -               |
| Signing                              |      |      |      |      |      | \$ -               |
| Cold Milling, Planning & Rotomilling |      |      |      |      | \$ - | \$ -               |
| Demolition                           |      |      |      |      |      | \$ -               |
| Pavement Markings (Paint)            |      |      |      |      |      | \$ -               |
| Other Construction (List)            |      | \$ - |      |      |      | \$ -               |
|                                      |      |      |      |      |      | \$ -               |
|                                      |      |      |      |      |      | \$ -               |
| Totals                               | \$ - | \$ - | \$ - | \$ - | \$ - | \$ -               |

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### Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

|                    | 36   | 37   | 38   | 39   | 40   |
|--------------------|------|------|------|------|------|
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  |      |      |      |      |      |
| Amount Uncompleted |      |      |      |      |      |
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  |      |      |      | \$ - |      |
| Amount Uncompleted |      |      |      | \$ - |      |
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  |      |      |      |      | \$ - |
| Amount Uncompleted |      |      |      |      | \$ - |
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  |      |      |      |      | \$ - |
| Amount Uncompleted |      | \$ - |      |      | \$ - |
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  | \$ - |      |      |      |      |
| Amount Uncompleted | \$ - | \$ - |      |      |      |
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  | \$ - |      |      |      |      |
| Amount Uncompleted | \$ - |      |      |      |      |
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  | \$ - |      |      |      |      |
| Amount Uncompleted | \$ - |      |      |      |      |
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  | \$ - |      |      |      |      |
| Amount Uncompleted | \$ - |      |      |      |      |
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  | \$ - |      |      |      |      |
| Amount Uncompleted | \$ - |      |      |      |      |
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  | \$ - |      |      |      |      |
| Amount Uncompleted | \$ - |      |      |      |      |
| Total Uncompleted  | \$ - | \$ - | \$ - | \$ - | \$ - |
| Totals             | \$ - | \$ - | \$ - | \$ - | \$ - |





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### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**

|                                                          | 41   | 42   | 43   | 44   | 45            |                    |
|----------------------------------------------------------|------|------|------|------|---------------|--------------------|
| Contract Number                                          |      |      |      |      |               |                    |
| Contract With                                            |      |      |      |      | Streamwood    |                    |
| Estimated Completion Date                                |      |      |      |      | 5/31/2013     |                    |
| Total Contract Price                                     |      |      |      |      | \$ 625,611.00 | Accumulated Totals |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$ - | \$ - | \$ - | \$ - | \$ 5,000.00   | \$ 5,000.00        |
| Uncompleted Dollar Value if Firm is the Subcontractor    |      |      |      |      |               | \$ -               |
| Total Value of All Work                                  |      |      |      |      |               | \$ 5,000.00        |

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**

|                                      |      |      |      |      |             | Accumulated Totals |
|--------------------------------------|------|------|------|------|-------------|--------------------|
| Earthwork                            |      |      |      |      | \$ -        | \$ -               |
| Portland Cement Concrete Paving      |      |      |      |      |             | \$ -               |
| HMA Plant Mix                        |      |      |      |      |             | \$ -               |
| HMA Paving                           |      |      |      |      | \$ -        | \$ -               |
| Clean & Seal Cracks/ Joints          |      |      |      |      |             | \$ -               |
| Aggregate Bases & Surfaces           |      |      |      |      | \$ -        | \$ -               |
| Highway, R.R. & Water Structures     |      |      |      |      |             | \$ -               |
| Drainage                             |      |      |      |      | \$ 5,000.00 | \$ 5,000.00        |
| Electrical                           |      |      |      |      |             | \$ -               |
| Cover and Seal Coats                 |      |      |      |      |             | \$ -               |
| Concrete Construction                |      |      |      |      |             | \$ -               |
| Landscaping                          |      |      |      |      | \$ -        | \$ -               |
| Fencing                              |      |      |      |      |             | \$ -               |
| Guardrail                            |      |      |      |      |             | \$ -               |
| Painting                             |      |      |      |      |             | \$ -               |
| Signing                              |      | \$ - |      |      |             | \$ -               |
| Cold Milling, Planning & Rotomilling |      | \$ - |      |      |             | \$ -               |
| Demolition                           |      |      |      |      |             | \$ -               |
| Pavement Markings (Paint)            |      |      |      |      |             | \$ -               |
| Other Construction (List)            |      | \$ - |      |      | \$ -        | \$ -               |
|                                      |      |      |      |      |             | \$ -               |
|                                      |      |      |      |      |             |                    |
| Totals                               | \$ - | \$ - | \$ - | \$ - | \$ 5,000.00 | \$ 5,000.00        |

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### Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

|                    | 41   | 42   | 43   | 44   | 45   |
|--------------------|------|------|------|------|------|
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  |      |      |      |      |      |
| Amount Uncompleted |      |      |      |      |      |
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  |      |      |      |      |      |
| Amount Uncompleted |      |      |      |      |      |
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  |      |      |      |      |      |
| Amount Uncompleted |      |      |      | \$ - |      |
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  | \$ - |      |      |      | \$ - |
| Amount Uncompleted | \$ - |      |      |      | \$ - |
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  | \$ - |      |      |      |      |
| Amount Uncompleted | \$ - |      |      | \$ - |      |
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  | \$ - |      |      |      |      |
| Amount Uncompleted | \$ - |      |      | \$ - |      |
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  | \$ - |      |      |      |      |
| Amount Uncompleted | \$ - |      |      | \$ - |      |
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  | \$ - |      |      |      |      |
| Amount Uncompleted | \$ - |      |      | \$ - |      |
| Subcontractor      |      |      |      |      |      |
| Type of Work       |      |      |      |      |      |
| Subcontract Price  | \$ - |      |      |      |      |
| Amount Uncompleted | \$ - |      |      |      |      |
| Total Uncompleted  | \$ - | \$ - | \$ - | \$ - | \$ - |
| Totals             | \$ - | \$ - | \$ - | \$ - | \$ - |



# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of

01/18/13

either typing or using black ink. "Authorization to Bid" will not be issued  
completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**

|                                                          | 46             | 47              | 48   | 49   | 50   |                    |
|----------------------------------------------------------|----------------|-----------------|------|------|------|--------------------|
| Contract Number                                          | 63731          | 09-00248-00-RS  |      |      |      |                    |
| Contract With                                            | IDOT - Item 21 | IDOT - 331      |      |      |      |                    |
| Estimated Completion Date                                | 30 Wrk Days    | 10/31/2011      |      |      |      |                    |
| Total Contract Price                                     | \$ 330,177.00  | \$ 8,326,220.25 |      |      | \$ - | Accumulated Totals |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$ 330,177.00  | \$ 32,500.00    | \$ - | \$ - |      | \$ 362,677.00      |
| Uncompleted Dollar Value if Firm is the Subcontractor    |                | \$ -            | \$ - | \$ - | \$ - | \$ -               |
| Total Value of All Work                                  |                |                 |      |      |      | \$ 362,677.00      |

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**

Accumulated  
Totals

|                                      |               |              |      |      |             |               |
|--------------------------------------|---------------|--------------|------|------|-------------|---------------|
| Earthwork                            | \$ 34,400.00  | \$ -         | \$ - | \$ - | \$ -        | \$ 34,400.00  |
| Portland Cement Concrete Paving      | \$ -          | \$ -         |      |      |             | \$ -          |
| HMA Plant Mix                        |               |              |      |      | \$ -        | \$ -          |
| HMA Paving                           | \$ 20,134.00  | \$ 2,500.00  | \$ - |      | \$ -        | \$ 22,634.00  |
| Clean & Seal Cracks/ Joints          |               |              |      |      |             | \$ -          |
| Aggregate Bases & Surfaces           | \$ 16,987.00  | \$ -         | \$ - | \$ - | \$ -        | \$ 16,987.00  |
| Highway, R.R. & Water Structures     |               |              |      |      |             | \$ -          |
| Drainage                             | \$ 31,235.00  | \$ -         | \$ - | \$ - | \$ -        | \$ 31,235.00  |
| Electrical                           |               |              |      |      |             | \$ -          |
| Cover and Seal Coats                 |               |              |      |      |             | \$ -          |
| Concrete Construction                | \$ 73,319.00  | \$ 5,000.00  | \$ - | \$ - | \$ -        | \$ 78,319.00  |
| Landscaping                          | \$ 45,171.00  | \$ 5,000.00  | \$ - | \$ - | \$ -        | \$ 50,171.00  |
| Fencing                              |               |              |      |      |             | \$ -          |
| Guardrail                            |               |              |      |      |             | \$ -          |
| Painting                             |               |              |      |      |             | \$ -          |
| Signing                              | \$ -          | \$ -         | \$ - | \$ - |             | \$ -          |
| Cold Milling, Planning & Rotomilling | \$ -          | \$ -         | \$ - |      | \$ 5,000.00 | \$ 5,000.00   |
| Demolition                           |               |              |      |      |             | \$ -          |
| Pavement Markings (Paint)            |               |              |      |      |             | \$ -          |
| Other Construction (List)            | \$ 66,171.00  | \$ -         | \$ - | \$ - | \$ 3,500.00 | \$ 69,671.00  |
|                                      |               |              |      |      |             | \$ -          |
| Totals                               | \$ 287,417.00 | \$ 12,500.00 | \$ - | \$ - | \$ 8,500.00 | \$ 308,417.00 |

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization to Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

|                          | 46           | 47              | 48   | 49   | 50   |
|--------------------------|--------------|-----------------|------|------|------|
| Subcontractor            |              |                 |      |      |      |
| Type of Work             | Electric     | ARCCT           |      |      |      |
| Subcontract Price        | \$ 20,163.00 | \$ 62,457.30    |      |      |      |
| Amount Uncompleted       | \$ 20,163.00 | \$ -            |      | \$ - |      |
| Subcontractor            |              |                 |      |      |      |
| Type of Work             | Landscape    | Electrical      |      |      |      |
| Subcontract Price        | \$ 3,660.00  | \$ 2,098,856.10 |      |      |      |
| Amount Uncompleted       | \$ 3,660.00  | \$ 15,000.00    | \$ - | \$ - |      |
| Subcontractor            |              |                 |      |      |      |
| Type of Work             | Signs        | Environmental   |      |      |      |
| Subcontract Price        | \$ 11,750.00 | \$ 65,700.00    |      |      |      |
| Amount Uncompleted       | \$ 11,750.00 | \$ -            | \$ - | \$ - |      |
| Subcontractor            |              |                 |      |      |      |
| Type of Work             | Striping     | Fencing         |      |      |      |
| Subcontract Price        | \$ 4,572.00  | \$ 185,615.00   |      |      |      |
| Amount Uncompleted       | \$ 4,572.00  | \$ -            | \$ - |      |      |
| Subcontractor            |              |                 |      |      |      |
| Type of Work             | Tree Care    | Landscaping     |      |      |      |
| Subcontract Price        | \$ 2,615.00  | \$ 34,938.00    |      |      |      |
| Amount Uncompleted       | \$ 2,615.00  | \$ 5,000.00     |      |      |      |
| Subcontractor            |              |                 |      |      |      |
| Type of Work             |              | Paving          |      |      |      |
| Subcontract Price        | \$ -         | \$ 929,908.75   |      |      |      |
| Amount Uncompleted       | \$ -         | \$ -            |      | \$ - |      |
| Subcontractor            |              |                 |      |      |      |
| Type of Work             |              | Striping        |      |      |      |
| Subcontract Price        | \$ -         | \$ 29,588.00    |      |      |      |
| Amount Uncompleted       | \$ -         | \$ -            | \$ - | \$ - |      |
| Subcontractor            |              |                 |      |      |      |
| Type of Work             |              | Tree Care       |      |      |      |
| Subcontract Price        | \$ -         | \$ 5,825.00     |      |      |      |
| Amount Uncompleted       | \$ -         | \$ -            |      |      |      |
| <b>Total Uncompleted</b> | \$ 42,760.00 | \$ 20,000.00    | \$ - | \$ - | \$ - |
| <b>Totals</b>            | \$ 42,760.00 | \$ 3,412,888.15 | \$ - | \$ - | \$ - |



# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of

01/18/13

either typing or using black ink. "Authorization to Bid" will not be issued  
completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**

|                                                          | 51   | 52   | 53   | 54   | 55   |                    |
|----------------------------------------------------------|------|------|------|------|------|--------------------|
| Contract Number                                          |      |      |      |      |      |                    |
| Contract With                                            |      |      |      |      |      |                    |
| Estimated Completion Date                                |      |      |      |      |      |                    |
| Total Contract Price                                     |      |      |      |      |      | Accumulated Totals |
| Uncompleted Dollar Value if Firm is the Prime Contractor | \$ - | \$ - | \$ - | \$ - | \$ - | \$ -               |
| Uncompleted Dollar Value if Firm is the Subcontractor    |      | \$ - |      | \$ - | \$ - | \$ -               |
| Total Value of All Work                                  |      |      |      |      |      | \$ -               |

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**

Accumulated  
Totals

|                                      |      |      |      |      |      |      |
|--------------------------------------|------|------|------|------|------|------|
| Earthwork                            | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Portland Cement Concrete Paving      | \$ - | \$ - |      |      |      | \$ - |
| HMA Plant Mix                        |      |      |      |      |      | \$ - |
| HMA Paving                           | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Clean & Seal Cracks/ Joints          |      |      |      |      |      | \$ - |
| Aggregate Bases & Surfaces           | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Highway, R.R. & Water Structures     |      |      |      |      |      | \$ - |
| Drainage                             | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Electrical                           |      |      |      |      |      | \$ - |
| Cover and Seal Coats                 |      |      |      |      |      | \$ - |
| Concrete Construction                | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Landscaping                          | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Fencing                              |      |      |      |      |      | \$ - |
| Guardrail                            |      |      |      |      |      | \$ - |
| Painting                             |      |      |      |      |      | \$ - |
| Signing                              | \$ - |      | \$ - |      |      | \$ - |
| Cold Milling, Planning & Rotomilling | \$ - | \$ - |      |      | \$ - | \$ - |
| Demolition                           |      |      |      |      |      | \$ - |
| Pavement Markings (Paint)            | \$ - |      |      |      |      | \$ - |
| Other Construction (List)            | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
|                                      |      |      |      |      |      | \$ - |
|                                      |      |      |      |      |      |      |
| Totals                               | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization to Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

|                          | 51   | 52   | 53   | 54   | 55   |
|--------------------------|------|------|------|------|------|
| Subcontractor            |      |      |      |      |      |
| Type of Work             |      |      |      |      |      |
| Subcontract Price        | \$ - |      |      |      |      |
| Amount Uncompleted       | \$ - |      | \$ - |      |      |
| Subcontractor            |      |      |      |      |      |
| Type of Work             |      |      |      |      |      |
| Subcontract Price        |      |      |      |      |      |
| Amount Uncompleted       | \$ - |      | \$ - |      |      |
| Subcontractor            |      |      |      |      |      |
| Type of Work             |      |      |      |      |      |
| Subcontract Price        |      |      |      |      |      |
| Amount Uncompleted       | \$ - |      | \$ - |      |      |
| Subcontractor            |      |      |      |      |      |
| Type of Work             |      |      |      |      |      |
| Subcontract Price        |      |      |      |      |      |
| Amount Uncompleted       | \$ - |      | \$ - |      |      |
| Subcontractor            |      |      |      |      |      |
| Type of Work             |      |      |      |      |      |
| Subcontract Price        |      |      |      |      |      |
| Amount Uncompleted       | \$ - |      |      |      |      |
| Subcontractor            |      |      |      |      |      |
| Type of Work             |      |      |      |      |      |
| Subcontract Price        | \$ - |      |      |      |      |
| Amount Uncompleted       | \$ - |      |      |      |      |
| Subcontractor            |      |      |      |      |      |
| Type of Work             |      |      |      |      |      |
| Subcontract Price        | \$ - |      |      |      |      |
| Amount Uncompleted       | \$ - |      |      |      |      |
| Subcontractor            |      |      |      |      |      |
| Type of Work             |      |      |      |      |      |
| Subcontract Price        | \$ - |      |      |      |      |
| Amount Uncompleted       | \$ - |      |      |      |      |
| Subcontractor            |      |      |      |      |      |
| Type of Work             |      |      |      |      |      |
| Subcontract Price        | \$ - |      |      |      |      |
| Amount Uncompleted       | \$ - |      |      |      |      |
| <b>Total Uncompleted</b> | \$ - | \$ - | \$ - | \$ - | \$ - |
| <b>Totals</b>            | \$ - | \$ - | \$ - | \$ - | \$ - |



# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## SUMMARY SHEETS

For the Letting of 01/18/13

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**

|                                                          |  |  |  |  |  |                        |
|----------------------------------------------------------|--|--|--|--|--|------------------------|
| Contract Number                                          |  |  |  |  |  |                        |
| Contract With                                            |  |  |  |  |  |                        |
| Estimated Completion Date                                |  |  |  |  |  |                        |
| Total Contract Price                                     |  |  |  |  |  | <b>SUMMARY</b>         |
| Uncompleted Dollar Value if Firm is the Prime Contractor |  |  |  |  |  | Accumulated Totals     |
| Uncompleted Dollar Value if Firm is the Subcontractor    |  |  |  |  |  | \$ 9,151,407.65        |
|                                                          |  |  |  |  |  | \$ -                   |
| <b>Total Value of All Work</b>                           |  |  |  |  |  | <b>\$ 9,151,407.65</b> |

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**

|                                      |      |      |      |      |      |                           |
|--------------------------------------|------|------|------|------|------|---------------------------|
|                                      |      |      |      |      |      | <b>Accumulated Totals</b> |
| Earthwork                            |      |      |      |      |      | \$ 1,191,942.25           |
| Portland Cement Concrete Paving      |      |      |      |      |      | \$ 50,000.00              |
| HMA Plant Mix                        |      |      |      |      |      | \$ -                      |
| HMA Paving                           |      |      |      |      |      | \$ 215,471.00             |
| Clean & Seal Cracks/ Joints          |      |      |      |      |      | \$ 71,020.00              |
| Aggregate Bases & Surfaces           |      |      |      |      |      | \$ 104,572.00             |
| Highway, R.R. & Water Structures     |      |      |      |      |      | \$ -                      |
| Drainage                             |      |      |      |      |      | \$ 543,903.00             |
| Electrical                           |      |      |      |      |      | \$ -                      |
| Cover and Seal Coats                 |      |      |      |      |      | \$ -                      |
| Concrete Construction                |      |      |      |      |      | \$ 3,324,575.69           |
| Landscaping                          |      |      |      |      |      | \$ 267,939.41             |
| Fencing                              |      |      |      |      |      | \$ -                      |
| Guardrail                            |      |      |      |      |      | \$ -                      |
| Painting                             |      |      |      |      |      | \$ -                      |
| Signing                              |      |      |      |      |      | \$ 23,744.00              |
| Cold Milling, Planning & Rotomilling |      |      |      |      |      | \$ 15,201.50              |
| Demolition                           |      |      |      |      |      | \$ -                      |
| Pavement Markings (Paint)            |      |      |      |      |      | \$ 720.00                 |
| Other Construction (List)            |      |      |      |      |      | \$ 1,434,676.00           |
|                                      |      |      |      |      |      | \$ -                      |
|                                      |      |      |      |      |      |                           |
| <b>Totals</b>                        | \$ - | \$ - | \$ - | \$ - | \$ - | <b>\$ 7,243,764.85</b>    |

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization to Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

|                          |      |      |      |      |                 |
|--------------------------|------|------|------|------|-----------------|
| Subcontractor            |      |      |      |      |                 |
| Type of Work             |      |      |      |      |                 |
| Subcontract Price        | \$ - | \$ - | \$ - | \$ - | \$ -            |
| Amount Uncompleted       | \$ - | \$ - | \$ - | \$ - | \$ -            |
| Subcontractor            |      |      |      |      |                 |
| Type of Work             |      |      |      |      |                 |
| Subcontract Price        | \$ - | \$ - | \$ - | \$ - | \$ -            |
| Amount Uncompleted       | \$ - | \$ - | \$ - | \$ - | \$ -            |
| Subcontractor            |      |      |      |      |                 |
| Type of Work             |      |      |      |      |                 |
| Subcontract Price        | \$ - | \$ - | \$ - | \$ - | \$ -            |
| Amount Uncompleted       | \$ - | \$ - | \$ - | \$ - | \$ -            |
| Subcontractor            |      |      |      |      |                 |
| Type of Work             |      |      |      |      |                 |
| Subcontract Price        | \$ - | \$ - | \$ - | \$ - | \$ -            |
| Amount Uncompleted       | \$ - | \$ - | \$ - | \$ - | \$ -            |
| Subcontractor            |      |      |      |      |                 |
| Type of Work             |      |      |      |      |                 |
| Subcontract Price        | \$ - | \$ - | \$ - | \$ - | \$ -            |
| Amount Uncompleted       | \$ - | \$ - | \$ - | \$ - | \$ -            |
| <b>Total Uncompleted</b> |      |      |      |      | \$ -            |
| <b>SUMMARY TOTALS</b>    | \$ - | \$ - | \$ - | \$ - | \$ 1,916,142.80 |

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and Private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this 00 day of February, 2013

Type or Print

Joseph Lampignano  
Officer or Director

Secretary  
Title

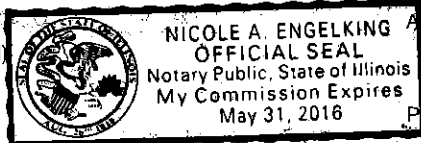
[Signature]  
Notary Public Signed

My commission expires May 31, 2016

Company

A Lamp Concrete Contractors, Inc.

(Notary Seal)



Address

1900 Wright Blvd.  
Schaumburg, Illinois 60193





## Illinois Department of Transportation

# Certificate of Eligibility

Contractor No 3315

A. Lamp Concrete Contractors, Inc.  
1900 Wright Boulevard Schaumburg, IL 60193

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$62,911,000.00

|     |                             |               |
|-----|-----------------------------|---------------|
| 001 | EARTHWORK                   | \$7,550,000   |
| 002 | PCC PAVING                  | \$10,500,000  |
| 005 | HMA PAVING                  | \$6,475,000 B |
| 012 | DRAINAGE                    | \$11,875,000  |
| 017 | CONCRETE CONSTRUCTION       | \$15,475,000  |
| 018 | LANDSCAPING                 | \$2,925,000   |
| 032 | COLD MILL, PLAN. & ROTOMILL | \$5,150,000   |
| 08A | AGGREGATE BASES & SURF. (A) | \$3,025,000   |

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/28/2012 TO 4/30/2013 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/27/2012.

B Restricted to 1200 tons in any 1 contract (Class 1 and/or BAM) or as specified by local agency

*Muel H. Hym*  
Acting Engineer of Construction



**Illinois Department  
of Transportation**

**Local Agency  
Proposal Bid Bond**

**RETURN WITH BID**

Route \_\_\_\_\_  
County \_\_\_\_\_  
Local Agency **Downers Grove**  
Section \_\_\_\_\_

**PAPER BID BOND**

WE **A. Lamp Concrete Contractors, Inc.** as PRINCIPAL,  
and **The Hanover Insurance Company** as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 20 day of **February** 2013

**Principal**

**A. Lamp Concrete Contractors, Inc.**

(Company Name)

(Company Name)

By: \_\_\_\_\_

(Signature and Title)

By: \_\_\_\_\_

(Signature and Title)

**Joseph Lampagnano, Vice President**

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

**The Hanover Insurance Company**

(Name of Surety)

**Surety**

By: \_\_\_\_\_

(Signature of Attorney-in-Fact)

**Thomas O. Chambers**

STATE OF **WISCONSIN**

COUNTY OF **Racine**

I, **L. Gedemer**, a Notary Public in and for said county,  
do hereby certify that **Joseph Lampagnano and Thomas O. Chambers**

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20 day of **February**

My commission expires 2/5/2017

(Notary Public)

**ELECTRONIC BID BOND**

☐ **Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

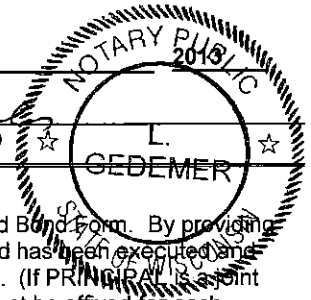
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|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Thomas O. Chambers, Kimberly S. Rasch and/or Todd Schaap

of Racine, WI and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surely any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 1st day of March 2012.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 1st day of March 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 20th day of February 2013

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President

### **BID SUBMITTAL CHECKLIST**

Each Bidder's Bid Package must be submitted with all requisite forms properly completed, and all documentation included. The following list is not all-inclusive, but is designed to facilitate a good, competitive bidding environment.

1. ☒ Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2. ☒ Cover sheet filled-in
3. ☒ Bid Form copies filled-in. All copies must have original signatures and seals on them.
4. ☒ Bid Bond or cashier's check enclosed with bid package.
5. ☒ Schedule of Prices completed. Check your math!
6. ☒ Bidder Certifications signed and sealed.
7. ☒ Letter from Surety ensuring issuance of Performance and Labor Bonds.
8. ☒ Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9. ☒ Municipal Reference List completed.
10. ☒ Certification of Qualifications
11. ☒ Vendor request form W-9 completed.
12. ☒ Affidavit (IDOT Form BC-57, or similar).
13. ☒ Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.

**V. BID and CONTRACT FORM (Village)**

**\*\*\*THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award**

**BIDDER:**

|                                        |                                                  |
|----------------------------------------|--------------------------------------------------|
| <u>Namp Concrete Contractors, Inc.</u> | <u>2-20-13</u>                                   |
| Company Name                           | Date                                             |
| <u>1900 Wright Blvd.</u>               | <u>Jmoyer@NampConcrete.com</u>                   |
| Street Address of Company              | E-mail Address                                   |
| <u>Schaumburg IL 60193</u>             | <u>Jeff Mayer</u>                                |
| City, State, Zip                       | Contact Name (Print)                             |
| <u>847-891-6000</u>                    | <u>630-776-7536</u>                              |
| Business Phone                         | 24-Hour Telephone                                |
| <u>847-891-6100</u>                    | <u>Adele Lampignano</u>                          |
| Business Fax                           | Signature of Officer, Partner or Sole Proprietor |
| <u>[Signature]</u>                     | <u>Adele Lampignano</u>                          |
| ATTEST: if a Corporation               | Print Name & Title                               |
| <u>[Signature]</u>                     | <u>President</u>                                 |
| Signature of Corporation Secretary     |                                                  |

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by November 22, 2013 in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.


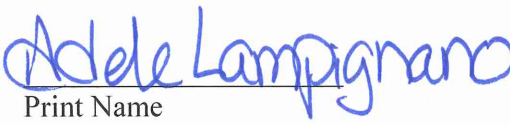
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☒ Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

   
Signature Print Name

☐ Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



# 2013-2017 Capital Project Sheet

Project # **ST-012**

## Project Description **Roadway Reconstruction, Concorde Square Unit 2**

### Project summary, justification and alignment to Strategic Plan

The reconstruction of Camden, Ticonderoga, Alamance, Monmouth, Valley Forge and Bunker Hill are included in this project. This subdivision was built in the mid 1970's with inadequate roadway drainage and utilized a pozzolonic road base. This material has a very poor performance history and deteriorates rapidly. The entire roadway system within Concorde Square 2 requires reconstruction.

| Cost Summary                  | New<br>Maintenance<br>Replacement | FY 2013          | FY 2014  | FY 2015  | FY 2016  | FY 2017  | Future<br>Years | TOTAL            |
|-------------------------------|-----------------------------------|------------------|----------|----------|----------|----------|-----------------|------------------|
| Professional Services         |                                   | 150,000          |          |          |          |          |                 | 150,000          |
| Land Acquisition              |                                   |                  |          |          |          |          |                 | -                |
| Infrastructure                | X                                 | 3,975,000        |          |          |          |          |                 | 3,975,000        |
| Building                      |                                   |                  |          |          |          |          |                 | -                |
| Machinery/Equipment           |                                   |                  |          |          |          |          |                 | -                |
| Other/Miscellaneous           |                                   |                  |          |          |          |          |                 | -                |
| <b>TOTAL COST</b>             |                                   | <b>4,125,000</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b>        | <b>4,125,000</b> |
| <b>Funding Source(s)</b>      |                                   |                  |          |          |          |          |                 |                  |
| 220-Capital Improvements Fund | ▼                                 | 4,125,000        |          |          |          |          |                 | 4,125,000        |
|                               | ▼                                 |                  |          |          |          |          |                 | -                |
|                               | ▼                                 |                  |          |          |          |          |                 | -                |
|                               | ▼                                 |                  |          |          |          |          |                 | -                |
| <b>TOTAL FUNDING SOURCES</b>  |                                   | <b>4,125,000</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b>        | <b>4,125,000</b> |

### Project status and completed work

It is anticipated that design will be completed in 2012, with construction to be completed in 2013. Streetlights will be replaced concurrently (SL-003).

### Grants (funded or applied for) related to the project

None.

| Impact-annual operating expenses    | FY 2013 | FY 2014 | FY 2015 | FY 2016 | FY 2017 | Future Yrs | TOTAL |
|-------------------------------------|---------|---------|---------|---------|---------|------------|-------|
| Projected Operating Expense Impact: |         |         |         |         |         |            | -     |

The reconstruction of these roads will initially reduce current maintenance costs by eliminating the need for emergency patching, extra sweeping and removal of aggregate after snow plow operations.

### Map/Pictures of Project



Priority Score **B**

Project Manager:

Andy Sikich

Program: **342**

Department:

Public Works

Project # **SL-003**

## Street Light Replacement, Concord Square II

This project would replace one of the Village's older street lighting systems (1977) which has been experiencing a larger number of cable faults each year. The faults are traceable to a combination of mixed aluminum and copper wires, some of which are still cloth-wrapped. The poles are in good shape and only require slight repairs.

| Cost Summary          | New |             |             | FY 2013 | FY 2014 | FY 2015 | FY 2016 | FY 2017 | Future Years | TOTAL  |
|-----------------------|-----|-------------|-------------|---------|---------|---------|---------|---------|--------------|--------|
|                       |     | Maintenance | Replacement |         |         |         |         |         |              |        |
| Professional Services |     |             |             |         |         |         |         |         |              | -      |
| Land Acquisition      |     |             |             |         |         |         |         |         |              | -      |
| Infrastructure        |     | X           |             | 90,000  |         |         |         |         |              | 90,000 |
| Building              |     |             |             |         |         |         |         |         |              | -      |
| Machinery/Equipment   |     |             |             |         |         |         |         |         |              | -      |
| Other/Miscellaneous   |     |             |             |         |         |         |         |         |              | -      |
| <b>TOTAL COST</b>     |     |             |             | 90,000  | -       | -       | -       | -       | -            | 90,000 |

|                               |   |        |   |   |   |   |   |        |
|-------------------------------|---|--------|---|---|---|---|---|--------|
| 220-Capital Improvements Fund | ▼ | 90,000 |   |   |   |   |   | 90,000 |
|                               | ▼ |        |   |   |   |   |   | -      |
|                               | ▼ |        |   |   |   |   |   | -      |
|                               | ▼ |        |   |   |   |   |   | -      |
| <b>TOTAL FUNDING SOURCES</b>  |   | 90,000 | - | - | - | - | - | 90,000 |

Grants (funded or applied for) related to the project.

| Circumstance                  | Justified (%) | Not justified (%) |
|-------------------------------|---------------|-------------------|
| If someone is attacking you   | 85            | 15                |
| If someone is threatening you | 75            | 25                |
| If someone is harassing you   | 65            | 35                |
| If someone is insulting you   | 55            | 45                |
| If someone is annoying you    | 45            | 55                |

| Impact-annual operating expenses    | FY 2013 | FY 2014 | FY 2015 | FY 2016 | FY 2017 | Future Yrs | TOTAL |
|-------------------------------------|---------|---------|---------|---------|---------|------------|-------|
| Projected Operating Expense Impact: |         |         |         |         |         |            | -     |

This project will reduce operational costs by reducing potential repair costs.

This is a detailed street map of a residential neighborhood in St. Louis, Missouri. The map shows a grid of streets with various names including Washington Pl, Lincoln Pl, and others. A large area in the center is outlined with a dashed line, indicating a specific project area. The map is oriented with North at the top.

Priority Score

**Stan Balicki**

Department:

## Public Works





# Village of Downers Grove

## Contractor Evaluation

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Contractor: Alamp Concrete Contractors, Inc

Project: Valley View Estates Reconstruction and Water Main Replacement

Primary Contact: John Traversa Phone: 847-891-6000

Time Period: April 2012 – November 2012

On Schedule (allowing for uncontrollable circumstances) ☒ yes ☐ no

Provide details if early or late completion: \_\_\_\_\_

Change Orders (attach information if needed): \_\_\_\_\_

Difficulties / Positives: Contractor worked well with the Village. Received positive feedback from residents throughout the project regarding the contractor's work and courtesy to residents. Project was completed ahead of schedule and under budget.

Interaction with public:

☒ excellent ☐ good ☐ average ☐ poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

☒ Well Satisfied ☐ Satisfied ☐ Not Satisfied

Should the Village contract with this vendor in the future? ☒ Yes ☐ No

Reviewers: Scott A Vasko

Date: 01/04/2013