MOT 2018-7696 Page 1 of 71

## VILLAGE OF DOWNERS GROVE Report for the Village 3/13/2018

SUBJECT:	SUBMITTED BY:
Award of Contract for Streetlight Maintenance and Repairs	Nan Newlon Director of Public Works

#### **SYNOPSIS**

A motion is requested to award a three-year contract to H & H Electric Company of Franklin Park, Illinois for street light maintenance and repair services in the amount of \$308,344.05 for the three years, \$102,781 in 2018.

#### STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Top Quality Infrastructure*.

#### **FISCAL IMPACT**

The cost for FY18 for this contract is \$102,781.35. The FY18 Budget provides \$30,000 in the General Fund, (Page 4-3, Line 18). The remaining \$72,781.35 of the contract will only be authorized by staff in response to streetlight repairs generated by vehicle accidents reimbursable through the Village's risk management activities or for electrical work related to projects which include funding for this work.

#### RECOMMENDATION

Approval on the March 13, 2018 consent agenda.

#### **BACKGROUND**

The Village maintains 1,475 streetlights as part of 110 distinct systems throughout the community. The purpose of this contract is to utilize the services of a contractor to complete repairs to street light systems including; troubleshooting electrical issues or replacing faulty underground cable, repairing controller issues, in addition to repairing streetlights knocked down or damaged as a result of vehicle accidents.

A Call for Bids for streetlight maintenance services was issued and published in accordance with the Village's Purchasing Policy. Bidders were asked to provide prices for three years. The bids received are summarized in the following table:

MOT 2018-7696 Page 2 of 71

Service Provider	Bid Price 2018	Bid Price 2019	Bid Price 2020	3-Year Contract Total	
H & H Electric Company, Franklin Park, IL	\$102,781.35	\$102,781.35	\$102,781.35	\$308,344.05	Low Bid
Volt Electric, 9S500 Bushnell Rd, Big Rock, IL	\$126,050	\$126,275	\$127,850	\$380,175	
Meade Inc, 9550 W 55th St., Suite A, McCook, IL	\$126,473.25	\$128,744.50	\$131,096.25	\$386,314	
Lyons Electric, 650 Elm Ave, Lagrange, IL	\$131,175	\$133,425	\$138,700	\$403,300	

The low bid from H & H Electric Company was responsive and met the project specifications. H & H Electric Company has held this contract with the Village previously in 2015-2017, and has met all the specifications required by the Village.

## **A**TTACHMENTS

Contract Documents
Contractor Evaluation Form



February 12, 2018

Village of Downers Grove Public Works Building 5101 Walnut Avenue Downers Grove, IL 60515

RE: H&H Electric Company Insurance Commitment Letter for bid No: CFB-0-4-2018

To Whom it May Concern:

Our agency handles all insurance matters for H&H Electric Company, while representing all insurance carrier policies. H&H Electric Company is an outstanding contractor and specialized for the work in question. Further, they are highly regarded by our agency, and in great standing with us and all their partner insurance companies.

The insurance terms for this bid/project have been reviewed, and the required certificate of insurance will be able to be issued, upon award, without exception to the bid/contract insurance terms, representing all applicable carriers to the respective required insurance policy.

If there are any questions regarding this commiment letter, please feel free to contact me directly.

Best regards,

Wm. Brian Hollamon, Sr.

President

e) brian.hollamon@viprsi.com



# CALL FOR BIDS – FIXED WORKS PROJECT

I.	Nam	ne of Company Bidding: H&H ELECTRIC CO.
П.	Instr	uctions and Specifications:
	A.	Bid No.: CFB-0-4-2018/TT
	B.	For: Street Light Maintenance
	C.	Bid Opening Date/Time: FEBRUARY 15, 2018, 11:00 A.M.
		PUBLIC WORKS BUILDING 5101 WALNUT AVE. DOWNERS GROVE, IL. 60515
	D.	Pre-Bid Conference Date/Time: N/A
	E.	Pre-Bid Conference Location: N/A
III.	Requ	aired of All Bidders:
	Α.	Bid Deposit: None
	B.	Letter of Capability of Acquiring Performance Bond: NO
** *	-	

- IV. Required of Awarded Contractor(s)
  - A. Performance Bond or Letter of Credit: No
  - B. Certificate of Insurance: YES

Legal Advertisement Published: FEBRUARY 1, 2018

This document comprises 46 pages

RETURN (1) ORIGINAL, and (1) CD OR Flash Drive BID IN SEALED ENVELOPE MARKED WITH THE BID NUMBER AS NOTED ABOVE TO:

THERESA H. TARKA
PUBLIC WORKS BUILDING
5101 Walnut Ave,
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571

www.downers.us

## CALL FOR BIDS – FIXED WORKS PROJECT

Bid No.: CFB-0-4-2018

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, / 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 15, 2018, 11:00 A.M.

#### 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 "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: Theresa Tarka, 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.

- The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with 2.2 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.
- 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 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 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.

- 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

- 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.
- 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

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 <u>Illinois Toxic Substances Disclosure to Employees Act.</u>

#### 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 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. 1210l 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.

- (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 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, 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 \$2,000,000	Each Occurrence Aggregate (Applicable on a Per Project Basis)
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors	\$2,000,000	Each Claim
& Omissions (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.

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

- 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.

- 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 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 that 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.

#### 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:
- 1.1.2 <u>Standard Specifications for Road and Bridge Construction</u> as adopted by the Illinois Department of Transportation, January 1, 2012; along with <u>Supplemental Specifications and Recurring Special Provisions</u> (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2018, the latest edition of the Illinois manual on Uniform Traffic Control Devices for Streets and Highways in effect on the date of the invitation for bids.

These Contract Documents shall take precedence and shall be added to Articles 801.05(a) and 830 of the SSRBC whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.

- 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised March, 2006.
- 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 SSRBC 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 SSRBC 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.
- 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 and/or regulations of the Occupation Safety and Health Administration (OSHA) and 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 SSRBC 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.
  - 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 SSRBC 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.

## **DETAIL SPECIFICATIONS**

## STREETLIGHT MAINTENANCE SERVICES

<u>Intent:</u> The intent of this Call for Bids (CFB) is to solicit pricing from reputable contractors who are capable of providing specified streetlight maintenance services within the Village of Downers Grove (hereafter Village). This bid is open to all contractors actively engaged in supplying streetlight maintenance services as specified herein.

Scope of Work: Work is to be performed during a mutually agreed upon time by the Contract Administrator and the contractor. Services include repairs or replacement of the following items supplied and installed by the contractor: Various size street light poles and mast arms; HID lamps; ballasts, LED fixtures; underground conduit and duct; underground, above ground and pole wiring; various splice kits, fuses, and connectors as required per Village specifications. All materials and procedures will follow applicable sections of the current National Electrical Code.

## **Control Cabinet Specifications:**

## **Control Cabinets**

- 1. The control cabinet shall be a Crouse-Hinds #46394 size 28 or approved equal.
- 2. The control cabinet shall be painted with Rustoleum #7738 Hunter Green paint.
- 3. The cabinet door must have a gasket with a flush mount, keyed lock and have the words "Street Lights" or "Lighting Controls" cast on the front of the door.
- 4. The bottom of the cabinet must have a mounting to accommodate a 4 ½" O.D. tubular steel post and a concrete foundation in accordance with the attached detail sheet shall support the cast iron base for the post.

## Control Cabinet Equipment: The cabinet shall contain the following equipment. (See attached drawing)

- 1. 100 amp service.
- 2. 30 amp branch circuit breaker single or double pole.
- 3. 15 amp control breaker.
- 4. 4 circuit buss bar.
- 5. Approved contactor with operating coil.
- 6. Self contained meter socket (if applicable)
- 7. Ground Terminal block.
- 8. G.E Type TLP175G secondary lighting arrestor (Single pole, Type 3 secondary lighting arrestors)
- 9. 12 circuit buss bar.
- 10. 15 amp receptacle.
- 11. Single pole bypass switch.

#### **Decorative Light Pole Specifications:**

## Downtown Business District Decorative Light Poles (see attached drawing)

- 1. The decorative light pole shall be a Mariner Series manufactured by Antique Street Lamps. The pole shall have an overall height of 14' 11".
- 2. The post shall be all aluminum construction consisting of a tapered and fluted base and a 5" 12 fluted shaft with a 3"x3" tenon for luminaries mounting. A door is located in the base for anchorage and wiring.
- 3. The luminaire shall be 15"x35" tall with a cast aluminum base and a clear textured acrylic globe. Luminaire shall be furnished with high intensity discharge ballast and socket assembly and a borosilicate glass refractor with IES type 3 distribution.
- 4. Accessories shall consist of (2) BAB 12H4 bolt on 1"x12" banner arm with half sphere. (1) FGIUS-S duplex GFCI outlet with small while in use cover. (1) FPH4B bolt on 1" flag pole holder.
- 5. The post shall be furnished with (4) 3/4" hot-dip galvanized L-type anchor bolts.
- 6. The finish of the post and luminaire shall be with black powder coat.
- 7. All hardware shall be stainless steel. All easily accessible exterior hardware shall be tamper proof.

## **Spun Aluminum Pole Specifications:**

## Street Light Pole & Mast Arm

- 1. All street light poles & mast arms shall have high pressure sodium fixtures. When a new light pole is installed the following shall be included in the installation per Village specs.
- 2. RHW-2/USE-2/XLP-E stranded copper wire of the correct gauge per Village spec.
- 3. HEB-AA Fuse kit with 5amp FNM fuse and protected by Buss 1A0512 rubber boots.
- 4. 240 or 480 volt installations will require two sets of the above mentioned fuse kits.
- 5. Appropriate splices per Village specs to reconnect pole wire to underground street light cable.

## Street Light Removal and Replacement

No removal work shall be permitted without the approval from the Contract Administrator.

### **Condition of Existing Systems**

Prior to removing poles to make any repairs to underground wiring, 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 electrical wiring of each pole, making note of any parts which are found broken, missing, defective or malfunctioning. The Contract Administrator 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. The Contractor shall have full responsibility for providing a complete and functional pole and luminaries free of defects once the pole is removed from the foundation for any maintenance or repair work they may be performing. 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 during any maintenance or repair work being performed.

## **Splicing of Lighting Cables**

All terminations shall be completed with compression-type copper sleeves and heat shrinkable caps with factory applied sealant. The sleeve and 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 or the use of a sealant insert prior to the installation of the cap. Either method shall be assured compatible with the cap sealant. Tape sealant shall be applied in not less than one half-lapped layer for a length at least ¼-inch longer than the cap length and the tape shall also be wrapped into the crotch of the splice. Insert sealant shall be placed between the wires of the splice and shall be positioned to line up flush or extend slightly past the open base of the cap.

## **Lighting Cable Identification**

Each wire installed shall be identified with its complete circuit number at each termination, splice, junction box or other location where the wire is accessible.

### **Lighting Cable Fuse Installation**

Standard fuse holders shall be used on non-frangible (non-breakaway) light pole installations and quickdisconnect fuse holders shall be used on frangible (breakaway) light pole installations. 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; separate colors for the hot wires for the outlet and fixture must also be used.

## Replacement of Pole Wiring (#10XLP-USE)

Description: Use #10XLP-USE conductors of the correct color for street lighting. All systems should be wired to operate 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.

#### **Unit Duct**

Description: coilable nonmetallic conduit (unit duct) of the correct size to match existing, complete with all splicing, identifications, and terminations per Village Specs. All Unit Duct will be furnished and installed in accordance with the methods and materials outlined in Section 816 of the SSRBC. 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.

#### 2 ½" Dia., Galvanized Steel

Conduit shall comply with Underwriter's Laboratories, Inc. Standard U.L. 6 and ASA Specification C80-1. Each length of Conduit shall bear an Underwriter's Laboratories label. All conduits shall be either pushed or trenched.

Conduit shall be required for

- 1. Street light foundation raceways
- 2. Control cabinet foundation raceway
- 3. All pavement crossings. Conduit shall also extend 2 feet beyond the curb and shall be pushed or augured under pavement.

Work shall be in accordance with these specifications, and Section 810 of the SSRBC except as modified herein. All conduits shall be placed at a depth of thirty inches (30"). All conduit splices will be threaded for rigid galvanized steel or glued for PVC. 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.

All Materials used in the repair and installation of items involved with any work during the duration of this contract shall be invoiced at the contractor's price plus a flat markup of 10%. This includes any and all street light poles, fixtures, wire connectors, electrical components, fasteners, accessories, stone, concrete, and any other materials as needed to complete the requested work. All material is to be delivered F.O.B. to the job site by the contractor, or can be arranged with the Village Contract Administrator to have it delivered to the Downers Grove Public Works Facility, 5101 Walnut Ave, Downers Grove, IL 60515.

<u>Contract Administration</u>: After award of contract, all questions in regard to the administration of this contract will be directed to the Contract Administrator, the Director of Public Works, or their designee, who is responsible for the monitoring and verifying of work completed for payment under this contract. This will include directions as to the way in which the work is to be carried out.

Contractor's Representatives: The contractor shall provide and have a competent supervisor available to resolve issues with the contractor's employees at all times, who shall have full authority to act for the contractor and to receive and execute requests from the Contract Administrator. Any instructions given to such supervisor executing work for the contractor shall be binding on the contractor as though given to the contractor personally. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the contractor is in default of the contract unless such directives would create potential personal injury or safety hazards. The contractor's supervisor must be proficient in the use of and interpretation of the English language.

**Subcontractors:** Use of subcontractors is not permitted under this contract.

<u>Work Hours:</u> No work shall be performed prior to 7:00 a.m. and shall be completed by 4:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed without prior written permission from Village officials on Saturdays, Sundays, and Village Holidays.

#### Response Time:

## Response / Repair Timetable

Response during regular business hours after receiving notification from the Village. After hours response will be subject to overtime approval by the Contract Administrator. Permanent repairs may be subject to material availability.

Item	Response Time / Temporary Repairs	Permanent Repairs	
Streetlight knockdown	2hrs	30 days subject to material availability	
Control Cabinet knockdown	2hrs	30 days subject to material availability	
Underground cable damage by a contractor	2hrs	48hrs	
Unknown cable trouble	12hrs	5days	
Street Light fixture outage	24hrs	48hrs	
Component failure ( contactor, breakers, etc )	24hrs	48hrs subject to material availability	
Directional Boring	14 days	14 days	

LIQUIDATED DAMAGES: The Village and Contractor recognize that time and quality of work is of the essence to this contract. They also recognize the delays, expense and difficulties involved in a legal or arbitration proceeding. Instead, the Contractor shall be liable and shall pay the Village as liquidated damages the amount shown in the following schedule. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract. The Village shall deduct these liquidated damages from any monies due or to become due to the Contractor for breach of this contract.

- 1. \$100 per day for failure to start work on specified date and time without notification and approval from the Village;
- 2. \$100 per day for failure to show up for scheduled work without notification to the Village;
- 3. \$100 per day for failure to notify the Village in advance of where work will be taking place;
- 4. \$100 per day for failure to follow the Time of Operations schedule without approval from the Village.

<u>Right to Change Scope of Work:</u> Due to budget constraints, the Village reserves the right to add or delete from the contract as required. No adjustments in contract unit prices or additional compensation will be made for alteration in the quantities or services from the contract. The quantities listed are <u>estimates</u> only and may be altered.

<u>Safety:</u> The contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The contractor shall abide by all EPA and OSHA safety standards and regulations. <u>The Village is not responsible for site safety.</u> The contractor is solely and exclusively responsible for construction means, methods, technologies and site safety and all equipment, signage and supplies necessary to provide a safe working environment.

The contractor upon receipt of instructions from the Contract Administrator, to discontinue such practice shall, immediately discontinue any practice obviously hazardous in the opinion of the Contract Administrator.

The contractor at all times during the life of this contract shall observe and abide by all Federal, state and local laws which in any way affect the conduct of the work and with all decrees and orders of courts of competent jurisdiction.

<u>Traffic Control and Protection:</u> The contractor at its sole expense, is responsible to provide at all times, adequate traffic/pedestrian control per the Manual for Uniform Traffic Control Devices requirements. This shall include, but is not limited to, Public Works and/or Police Department notification of road closures, installation of signs, barricades, fencing, etc., protecting all hazards. The contractor shall arrange to keep sidewalks open for traffic when possible. Signs or cones must be properly used if closing sidewalks.

General Notes: Bidders must completely familiarize themselves with the specifications in this CFB document. The contractor shall furnish all equipment and manpower necessary to handle the streetlight maintenance services in a timely and safe manner, per the response and repair schedule and at the prices as stated on the *Bid/Contract Form*. Contractor shall maintain an environment of respect with all residents, businesses, pedestrians and vehicular traffic.

The contractor will provide 48 hours' notice except in an emergency situation or as otherwise agreed on, to the Public Works Department prior to commencing any work. This notice will provide the dates and locations of the work being done, in order for the Public Works Department to provide notification that may be necessary and to conduct an inspection upon completion of the work.

Contractor Qualifications: The contractor shall be required before the award of any contract to show to the complete satisfaction of the Director of Public Works that it has the necessary facilities, ability and resources to provide the services specified herein in a satisfactory manner. The contractor shall be required to give past history and references in order to satisfy the Director of Public Works in regard to the contractor's qualifications. The Director of Public Works shall make reasonable investigations deemed necessary and proper to determine the ability of the contractor to perform the work. The Village reserves the right to reject any proposal if the evidence submitted by, or investigation of, the contractor fails to satisfy the Director of Public Works that the contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of the contractor's qualifications shall include:

- 1. The ability, capacity, skill and resources to perform the work or provide the service required.
- 2. Evidence of prequalification with the Illinois Department of Transportation (IDOT) for Electrical including a current prequalification certificate;
- 3. The ability of the contractor to perform the work or provide the service promptly or within the time specified, without delay or interference. Per the attached response / repair timetable.
- 4. The character, integrity, reputation, judgment, experience, and efficiency of the contractor.
- 5. The quality of performance of previous streetlight maintenance contracts or services with the Village and other municipalities within the last five (5) years. At least two (2) of the municipal references must be for individual streetlight maintenance contracts in excess of \$50,000 annually.

Storage of Equipment: If the contractor desires to store their equipment used to perform work on behalf of the Village within Downers Grove, and has no place of their own, or under lease agreement, the Village may provide said space on its property located at 5101 Walnut Avenue, with the proviso that the contractor must hold the Village harmless for any loss or damages that may be associated with the privilege of parking said equipment on Village property. Under these circumstances, the Village will not be responsible for assuring security of the designated site, and the contractor will be responsible for abiding by rules set forth by the Village. This privilege may be immediately rescinded by the Village if, in the sole determination of the Contract Administrator, the Village finds that the contractor has failed to abide by the Village's regulations.

<u>Payment for Services:</u> Payment for services shall be based on actual hours worked and shall not include travel time from the contractor's place of business to the Village work site in accordance with the costs as listed on the *Bid/Contract Form*.

<u>Operation Standards</u>: All streetlight maintenance operations will be done following the standards outlined below:

- The contractor will perform all work in a manner that minimizes road hazards for the motoring public. All reasonable precautions will be taken to protect public and private property, such as sidewalks, pavement, lawns, fences, bushes, trees, shrubs, buildings, and other property from undue damage. If the Contract Administrator determines that contractor has unnecessarily damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the Village at the contractor's expense.
- All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the Village's Police Department at 630-434-5600, and to the Public Works Department at 630-434-5460.
- The Village of Downers Grove shall dispose of old street light poles and parts unless the contractor is designated to do so by the Contract Administrator.

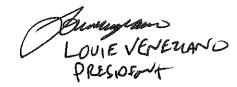
## V. BID and CONTRACT FORM (Village)

\*\*\*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 Subm	nitted Bid Is To Be Considered For Award
BIDDER:	
H&H ELECTRIC CO.	02/12/2018
Company Name	Date
2830 COMMERCE STREET	LOUIE.VENEZIANO@HH-ELECTRIC.COM
Street Address of Company	E-mail Address
FRANKLIN PARK, ILLINOIS 60131	LOUIE VENEZIANO
City, State, Zip	Contact Name (Print)
708-453-2222	708-453-0202
Business Phone	24-Hour Telephone
708-453-2851	Dungin'
Business Fax	Signature of Officer, Partner or Sole Proprietor
	LOUIE VENEZIANO, PRESIDENT
ATTEST: if a Corporation	Print Name & Title
LENNY VENEZIANO	
Signature of Corporation Secretary	
complete the project within 365 calendar	wners Grove all necessary materials, equipment, labor, etc. to days from the date of the Notice to Proceed in accordance with 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.

H&H Electric Co.



## <u>V</u> <u>SCHEDULE OF PRICES:</u>

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals for the price below.

Year 1 - Award Date through December 31, 2018

All Materials  Herb  (Lohor, Straight Tine)	Est Amesont SAC 1981  Extracted Grantety Times;	Markup Egsk Duit Cost	Total S44:000.00  Foral House Properties that the first
Journeyman Electrical Worker	350	\$73.50	\$ 25,725.00
Foreman Electrical Worker	100	\$214.60	<b>§</b> 21,460.00
item (Labor: Overtime)	Estimated Quantity (Hours)	Unii Cost	Total (Hours a Per Hour Duit Cost)
Journeyman Electrical Worker	50	\$ 110.30	\$ 5,515.00
Foreman Electrical Worker	25	\$ 243.00	\$ 6,075.00
Item (Vehicles and Equipment)	Estimated Quantity (Hours)	Unit Cost	Total (Hours x Per Hour Unit Cost)
Service Truck ( to be used for all non-areal service calls and work that can be done from ground level )	300	\$0.01	\$ 3.00
Boom & Bucket Truck	200	\$0.01	\$ 2.00
(capable of 55ft working height)			,
(capable of 55ft working height)  Dump Truck	25	\$0.01	\$ 0.25
	25 15		\$ 0.25 \$ 0.15
Dump Truck		\$0.01	
Dump Truck Auger truck	15	\$0.01 \$0.01	\$ 0.15
Dump Truck Auger truck Backhoe	15 15	\$0.01 \$0.01 \$0.01	\$ 0.15 \$ 0.15
Dump Truck Auger truck Backhoe Mini Excavator	15 15 25	\$0.01 \$0.01 \$0.01 \$0.01	\$ 0.15 \$ 0.15 \$ 0.25

H&H Electric Co.

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Louis VENEZIANO

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Year 2 – Award Date through December 31, 2019

All Materials	Est Amount 540/JHA	Nadao 105e e	Fotal Saunonos 2
Hen	Establita	Chit .	S. Total
(Labor, Struight Time)	Quantity (Mours)	Park San San San San San San San San San	House testion there and
Journeyman Electrical Worker	350	\$73.50	\$ 25,725.00
Foreman Electrical Worker	100	\$214.60	\$ 21,460.00
lien (Labor, Overtime)	Ectionated Quarter	Loi Cos	loral Mans s Produce
	(Hours)		
Journeyman Electrical Worker	50	\$110.30	\$5,515.00
Foreman Electrical Worker	25	\$ 243.00	<b>\$</b> 6,075.00
Item (Vehicles and Equipment)	Estimated Quantity	Unit Cost	Tatal (Hours v.Per Flour
	(Hours)		Unit Cost)
Service Truck ( to be used for all non areal service calls and work that can be done from ground level )	300	\$0.01	\$ 3.00
Boom & Bucket Truck			
(capable of 55ft working height)	200	\$ 0.01	\$ 2.00
	200	\$ 0.01 \$ 0.01	\$ 2.00 \$ 0.25
(capable of 55ft working height)			,
(capable of 55ft working height)  Dump Truck	25	\$ 0.01	\$ 0.25
(capable of 55ft working height)  Dump Truck  Auger truck	25 15	\$ 0.01 \$0.01	\$ 0.25 \$ 0.15
(capable of 55ft working height)  Dump Truck  Auger truck  Backhoe	25 15 15	\$ 0.01 \$0.01 \$ 0.01	\$ 0.25 \$ 0.15 \$ 0.15
(capable of 55ft working height)  Dump Truck  Auger truck  Backhoe  Mini Excavator	25 15 15 25	\$ 0.01 \$0.01 \$ 0.01 \$ 0.01	\$ 0.25 \$ 0.15 \$ 0.15 \$ 0.25

H&H Electric Co.

JOHNNING
LOUIE VENEZIANO
Plesionit

Year 3 – Award Date through December 31, 2020

All Materials  Rem (Labor, Straight Time)	fst Amount san,000 fishinated Quantity (fours)	Markup 197. Unit Cost	Threat  5. Explore on  Forat  (Bury x Per Flour Phil Cont
Journeyman Electrical Worker	350	<b>\$</b> 73.50	<b>\$</b> 25,725.00
Foreman Electrical Worker	100	\$214.60	<b>\$</b> 21,460.00
Rem (Lubor, Overtime)	Estimated Quantity (Hours)	Unii Cest	Total (House & Per Hour Uni Cosh)
Journeyman Electrical Worker	50	\$ 110.30	\$ 5,515.00
Foreman Electrical Worker	25	\$243.00	\$ 6,075.00
Item (Vehicles and Equipment)	Estimated Quantity (Hours)	Unit Cost	Totul (House & Per Hour Unit Cost)
Service Truck ( to be used for all non areal service calls and work that can be done from ground level )	300	\$ 0.01	\$ 3.00
Boom & Bucket Truck (capable of 55ft working height)	200	\$0.01	\$ 2.00
Dump Truck	25	\$ 0.01	\$ 0.25
Auger truck	15	\$ 0.01	\$ 0.15
Backhoe	15	\$ 0.01	<b>\$</b> 0.15
Mini Excavator	25	\$ 0.01	\$ 0.25
Trencher	. 15	\$ 0.01	\$ 0.15
Directional Boring Machine	25	\$0.01	\$ 0.25
Compressor	15	\$ 0.01	\$ 0.15

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

With regard to	STREET LIGHT MAINT.	_, Bidder _	H&H ELECTRIC CO.	
	(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);
- Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers 3. 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: Bunnan
Bidder's Authorized Agent LOUIE VENEZIANO, PRESIDENT
3 6 - 3 9 8 1 2 5 6
FEDERAL TAXPAYER IDENTIFICATION NUMBER or N/A
Social Security Number
Subscribed and sworn to before me
this 12TH day of FEBRUARY, 2018.
Notary Public
(Fill Out Applicable Paragraph Below)  OFFICIAL SEAL  MARTHA M. GONZALEZ  Notary Public - State of Illinois  My Commission Expires 6/07/2021
(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 H&H ELECTRIC CO.
operates under the Legal name of H&H ELECTRIC CO., and the full names of its Officers are as follows:
President: LOUIE VENEZIANO
Secretary: LENNY VENEZIANO
Treasurer: LOUIE VENEZIANO
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) <u>Partnership</u> Signatures and Addresses of All Members of Partnership:
N/A

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

N/A

The partnership does business under the legal name of: _	N/A	AND
which name is registered with the office of	and the second s	in the state of
•		
(c) <u>Sole Proprietor</u> The Bidder is a Sole Proprietor whose full name is:	N/A	
and if operating under a trade name, said trade name is: _	manufacture of the Park of the Act of the Ac	and delivery and the second se
which name is registered with the office of		in the state of
6. Are you willing to comply with the Village's insuthe contract? YES	rance requirements with	hin 13 days of the award of
INSURER'S NAME: BRIAN HOLLAMON		
AGENT: VIP RISK SOLUTIONS, INC.		
Street Address: 1821 WALDEN OFFICE SQUARE	E, SUITE 400	
City, State, Zip Code: SCHAUMBURG, ILLINOIS	60173	
Telephone Number:(847) 303-5815		
I/We hereby affirm that the above certifications are true a them.	and accurate and that I/w	ve have read and understand
Print Name of Company: H&H ELECTRIC CO.	and the state of t	
Print Name and Title of Authorizing Signature: _LOUI	E VENEZIANO, PRESI	DENT
Signature:		
Date: FEBRUARY 12, 2018		

## MUNICIPAL REFERENCE LIST

Municipality:

VILLAGE OF MAYWOOD, ILLINOIS (H&H JOB #M-0009)

Address:

40 MADISON PLAZA, MAYWOOD, ILLINOIS 60153

Contact Name:

Name of Project: MAYWOOD STREET LIGHTING

Contract Value:

Date of Completion: 12/31/2017 \$274,355.97

Municipality:

VILLAGE OF NORRIDGE, ILLINOIS (H&H JOB #M-0012)

Address:

4000 NORTH OLCOTT AVENUE, NORRIDGE, ILLINOIS 60706

Contact Name:

**BRIAN GASEOR** 

JOHN WEST

Phone #: 708-453-0800

Phone #: 708-491-8842

Name of Project: NORRIDGE STREET LIGHTING

Contract Value: \$125,785.57

Date of Completion: 12/31/2017

Municipality:

VILLAGE OF PALATINE, ILLINOIS (H&H JOB #M-0019)

Address:

148 WEST ILLINOIS AVENUE, PALATINE, ILLINOIS 60067

Contact Name:

MARTY HORWITZ

Phone #: 847-705-5200

Name of Project:

PALATINE STREET LIGHTING

Contract Value:

\$10,238.15

Date of Completion: 12/31/2017

Municipality:

VILLAGE OF FRANKLIN PARK, ILLINOIS (H&H JOB #M-0023)

Address:

9500 WEST BELMONT AVENUE, FRANKLIN PARK, ILLINOIS 60131

Contact Name:

MIKE SAELI

Phone #: 847-671-82524

Name of Project: FRANKLIN PARK STREET LIGHTING

Contract Value:

\$133,716.45

Date of Completion: 12/31/2017

Municipality:

VILLAGE OF ROSEMONT, ILLINOIS (H&H JOB #M-0015)

Address:

7048 NORTH BARRY AVENUE, ROSEMONT, ILLINOIS 60018.

Contact Name:

Phone #:

Name of Project:

ROSEMONT STREET LIGHTING

Contract Value:

\$102,314.51

MIKE RAIMONDI

Date of Completion: 12/31/2017

# **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)	Type of Wo	ork		
Addr:	City	State	Zip	<del></del>
2)	Type of Wo	ork		
Addr:	City	State	Zip	
3)	Type of Wo	ork		
Addr:	City	State	Zip	
4)	Type of Wo	ork		
Addr:	City	State	Zip	
5)	Type of Wo	ork		
Addr:	City	State	Zip	<del> </del>
6)	Type of Wo	ork		
Addr:	City	State	Zip	
7)	Type of Wo	ork		
Addr:	City	State_	Zip	
8)	Type of We	ork	and the second of the second o	,
Addr:	City	State	Zip	

# **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:	H&H ELECTRIC C	Ю.
Address:	2830 COMMERCE	ESTREET
CITY:	FRANKLIN P.	ARK
STATE:	ILLINOIS	
ZIP:	60131	
PHONE:	708-453-2222	FAX: 708-453-2851
	N): <u>36-3981256</u> g a social security number	er, please give your full name)
REMIT TO ADDRESS	(IF DIFFERENT FROM A	ABOVE):
Name:	SAME	
Address:		
CITY:		
STATE:		Zip:
TYPE OF ENTITY	(CIRCLE ONE):	
Inc	dividual	Limited Liability Company -Individual/Sole Proprietor
Sc	ole Proprietor	Limited Liability Company-Partnership
Pa	rtnership	Limited Liability Company-Corporation
M	ledical	Corporation
Cl	naritable/Nonprofit	Government Agency
Signaturi		DATE: 02/12/2018_
	LOUIE VENEZIA	NO, PRESIDENT

# 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: H&H ELECTRIC CO.
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.
IBEW LOCAL #9 MIDDLE STATES CONTRACTORS ASSOCIATION, HILLSIDE, ILLINOIS 60162
SEE ATTACHED.
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: LOUIE VENEZIANO, PRESIDENT

Date: FEBRUARY 12, 2018

# States Bepartment of States

Office of Apprenticeship Araining, Amployer and Ashor Services Aureau of Apprenticeship and Araining Certificate of Registration

I.B.E.W. LOCAL #9 MIDDLE STATES ELECTRICAL CONTRACTORS ASSN. Hillside, Illinois

For the Trades of Line Maintainer

Registered as part of the Kational Apprenticeship Program in accordance with the basic standards of apprenticeship established by the Secretary of Babor

Revised May 5, 2003 August 26, 1992

IL015920003

Registration No.



S.C. chas

Just Brann

Adaminitaton, Apprentiveship Iraining, Employur and Babar Sarwines

# **BUY AMERICA CERTIFICATION**

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

Instructions:

Certificate of Compliance

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).

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 Dumm	
Company Name H&H ELECTRIC CO.	
Title LOUIE VENEZIAO, PRESIDENT	
Date FEBRUARY 12, 2018	
	Į
Certificate of Non-Compliance	
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.	)
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.	
The bidder or offeror hereby certifies that it <b>cannot comply</b> 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.	
The bidder or offeror hereby certifies that it <b>cannot comply</b> 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	

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:_	H&H ELECTRIC CO	).		
Address:		2830 COMMERCE STE	REET		
City:	FRANK	LIN PARK, ILLINOIS		Zip Code:	60131
Telephon	e: (708)	453-2222	Fax Number:	(708 ) <u>453-2</u>	851
E-mail A	ddress: _	LOUIE.VENEZIANO@	⊵HH-ELECTR	ІС.СОМ	
Authorize	ed Compa	any Signature:	Dung	~~	
Print Sign	nature Na	me: LOUIE VENEZIAN	NO_Title of Of	ficial: PRESI	DENT
Date:	FEBRUA	RY 12, 2018			

### **CAMPAIGN DISCLOSURE CERTIFICATE**

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 penalt	y of perjury, I declare:	
	Bidder/vendor has <u>not</u> c (5) years.	contributed to any elected Village position within the last five
	Lawer .	LOUIE VENEZIANO, PRESIDENT
	Signature	Print Name
	Bidder/vendor has cont Village Council within the last Print the following information:  Name of Contributor:	tributed a campaign contribution to a current member of the five (5) years.  N/A  (company or individual)
	To whom contribution was ma	de:
	Year contribution made:	Amount: \$
	N/A	N/A
	Signature	Print Name

3:H:\My Documents\templates\Call for Bids\Call for Bids-Fixed Works2008.doc

Dans 48 - 640

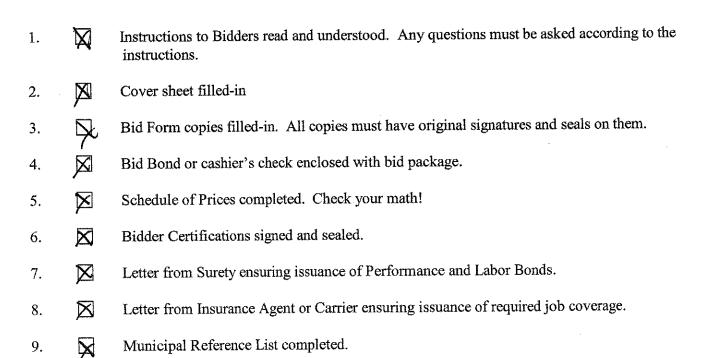
10.

11.

12.

# **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.



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

Vendor request form W-9 completed.

included with the bid package.

Affidavit (IDOT Form BC-57, or similar).



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

Affidavit of Availability 02/15/18 For the Letting of

(Letting date)

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.

	(C-1344)	(C-1359)	(C-1380)	(C-1391)	Awards Pending	
Contract Number	SECTION 09-00183-00-	I.D.O.I.60E/11	CH 35 (135th Street)	I.D.O.T. 62721		
Contract With	CAPITOL CEMENT COMPANY, INC.	JUDI ALI OHI GROUP	P.T. FERRO	GALLAGHER ASPHALT		
Estimated Completion Date	11/30/18	06/30/19	06/30/18	03/31/18		
Total Contract Price	554,169.14	2,639,762.65	383,156.47	202,287.26		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime						0.00
Uncompleted Dollar Value if Firm is the Subcontractor	427,340.41	1,968,356.65	106,422.50	47,154.71		2,549,274.27
- COMPANIA COLO	.1			Total Value of All Wo	rk	2,549,274.27

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

List below the uncompleted dollar value of work for es subcontracted to others will be listed on the reverse of the	ach contract and awards pendi	ing to be completed with you	r own farces. All work			Accumulated
company. If no work is contracted, show NONE.	as rome. In a joint remain, for	any that portion or are took				Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical	427,340.41	1,966,921.65	106,422.50	47,154.71	0.00	2,547,839.27
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	427,340.41	1,966,921.65	106,422.50	47,154.71	0.00	2,547,839.27

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "fillinois 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.

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

	(C-1344)	(C-1359)	(C-1380)	(C-1391)	Awards Pending
	HAMPTON,	GEWALT			
Subcontractor	LENZINI, &	HAMILTON &		i	
	RENWICK, INC. OPTIMIZATION AND	ASSOCIATES, INC.			
Type of Work	TRAFFIC SIGNAL	TIMINGS	i		
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	TIMINGS				
Subcontract Price	400.00	2,460.00	1		
Amount Uncompleted	0.00	1,435.00			
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					
Total Uncompleted	0.00	1,435.00	0.00	0.00	0.

I, being duly sworn, do hereby declare 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

this 13th day of February, 2017.	Type or Print Name Louie Veneziano	President
Marka ha M	Officer or Directo	or Title
Notary Public	Signed Day	magan
My commission expires: 6/7/2021		
	Compan H&H Electric Co.	
(Notary Seal)	Address 2830 Commerce Street	
ă OFFICIAL SEAL ₹	Franklin Park, Illinois 601	31
MARTHA M. GONZALEZ Notary Public - State of Illinois	•	
Fr. a line on Evniros 6/11//2041 6	•	
My Commission Explies of	<i>à</i>	

Illinois Department of Transportation

Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764 Affidavit of Availability
For the Letting of 02/15/18

(Letting date)

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 tow 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 engineers or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	(C-1393)	(C-1397)	(C-1402)	(C-1405)	Awards Pending	
Contract Number	LINCOLNWOOD	I.D.O.T. 60H21	Section 08-00042-00- WR	N/A	:	
Contract With	VILLAGE OF LINCOLNWOOD					
Estimated Completion Date	03/31/18	06/30/18	03/31/18	03/31/18		
Total Contract Price	1,156,137.05	362,770.60	377,766.72	306,678.36		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	14,000.00					14,000.00
Uncompleted Dollar Value if Firm is the Subcontractor		124,635.51	29,145.58	130,715.87		2,833,771.23
				Total Value of All Worl	•	2,847,771.23

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

List below the uncompleted dollar value of work for eac Subcontracted to others will be listed on the reverse of this	h contract and awards pend	ing to be completed with you notive that portion of the wor	ur own forces. All work			Accumulated
company. If no work is contracted, show NONE.	, ions: in a joint remain, ion	tony that portion or the tree	nto trading by your			Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical	14,000.00	120,085.51	29,145.58	54,695.37	0.00	2,765,765.73
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	14,000.00	120,085.51	29,145.58	54,695.37	0.00	2,765,765.73

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.

	(C-1393)	(C-1397)	(C-1402)	(C-1405)	Awards Pending
Subcontractor	ARTEAGA LANDSCAPES LLC	SAM SCHWARZ ENGINEERING		MYS, INCORPORATED	
Type of Work	LANDSCAPING	OPTIMIZATION & TIMINGS		2021200, 28000510- 60603500 WORK	
Subcontract Price	11,804.97	4,900.00		62,520.00	
Amount Uncompleted	0.00	4,550.00		62,520.00	
Subcontractor				ROY'S LAWN CARE	
Type of Work				LANDSCAPING	
Subcontract Price				3,360.00	
Amount Uncompleted				3,360.00	
Subcontractor				PRECISION PAVEMENT MARKINGS	
Type of Work				PAVEMENT MARKINGS	
Subcontract Price				5,561.75	
Amount Uncompleted				5,561.75	
Subcontractor				ROADSAFE	
Type of Work				PAVEMENT MARKINGS- TEMPORARY	
Subcontract Price				4,578.75	
Amount Uncompleted				4,578.75	
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	0.00	4,550.00	0.00	76,020.50	0.

I. being duly sworn, do hereby declare 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

this 13th day of February, 2017.	Officer or Director	sident Title
Notary Public  My commission expires: 6/7/2021	Signed /////www.	
(Notary Seal)	Company H&H Electric Co. Address 2830 Commerce Street	
OFFICIAL SEAL MARTHA M. GONZALEZ Notary Public - State of Illinois My Commission Expires 6/07/2021		

Illinois Department of Transportation

Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764 Affidavit of Availability For the Letting of 02/15/18

(Letting date)

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 engineers or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	(C-1406)	(C-1407)	(C-1408)	(C-1409)	Awards Pending	
Contract Number	I.D.O.T. 60T20	I.D.O.T. 61C89	I.D.O.T. 61D03	I.D.O.T. 61D17	ŀ	
Contract With	GALLAGHER ASPHALT	D. CONSTRUCTION, INC.	I.D.O.T.	PIRTANO CONSTRUCTION		
Estimated Completion Date	06/15/18	03/31/18	06/15/18	03/31/18		
Total Contract Price	340,815.52	129,399.26	1,850,494.22	122,362.55		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			228,681.44			242,681.44
Uncompleted Dollar Value if Firm is the Subcontractor	128,501.62	700.00		35,758.26		2,998,731.11
				Total Value of All Work		3,241,412.55

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

List below the uncompleted dollar value of work for e	ach contract and awards pend	fing to be completed with y	our own forces. All work		1	Accumulated
Subcontracted to others will be listed on the reverse of t company. If no work is contracted, show NONE.	this form. In a joint venture, its	tonly that portion of the wo	ark to be done by your			Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical	128,501.62	700.00	147,610.02	35,758.26	0.00	3,078,335.63
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	128,501.62	700.00	147,610.02	35,758.26	0.00	3,078,335.63

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

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

	(C-1406)	(C-1407)	(C-1408)	(C-1409)	Awards Pending
Subcontractor			MYS INCORPORATED		
Type of Work			BIKE PATH		
			REMOVAL 8,730.00		
Subcontract Price					
Amount Uncompleted			8,730.00		**************************************
Subcontractor			MYS INCORPORATED		
Type of Work			CONCRETE WORK		
Subcontract Price			44,559.00		
Amount Uncompleted			44,559.00		
Subcontractor			LANDMARK		
Type of Work	İ		CONSTRUCTION LAYOUT		
Subcontract Price			7,500.00		
Amount Uncompleted			0.00		
Subcontractor			ARTEAĞA		
GUDGOTTI GCTO			LANDSCAPING		
Type of Work			LANDSCAPING		
Subcontract Price			24,507.42		
Amount Uncompleted			24,507.42		
Subcontractor			INTEGRITY ENVIRONMENTAL		
Type of Work			SOIL TESTING		
Subcontract Price			15,325.00		
Amount Uncompleted			3,275.00		
Subcontractor			COMED		
Type of Work	1		ELECTRICAL SERVICE		
Subcontract Price			43,468.74		
Amount Uncompleted			0.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	81,071.42	0.00	0.

I, being duly sworn, do hereby declare 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

this 13th day of February, 2017.	Type or Print Name	Louie Verieziano Officer or Director	President	Title
Notary Public  My commission expires: 6/7/2021	Signed		m	Title
	Company	H&H Electric Co.		
(Notary Seal)		2830 Commerce Street		
The state of the s	<u>्</u> य	Franklin Park, Illinois 60131		
OFFICIAL SEAL WARTHA M. GONZALEZ Notary Fublic - State of Illinois My Commission Expires 6/07/2021				

02/15/18

Illinois Department of Transportation

Affidavit of Availability For the Letting of \_

(Letting date)

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.

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

### 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.

	(C-1410)	(C-1412)	(C-1417)	(C-1418)	Awards Pending	
Contract Number	I.S.H.T.A. I-16-4670	I.D.O.T. Reference #049-64589	LED STREET NAME SIGNS	1.13.CJ. L. 60VV92t		
Contract With	PLOTE CONSTRUCTION, INC.	ORANGE CRUSH RECYCLE, LLP	VILLAGE OF WHEELING	I.D.O.T.1		
Estimated Completion Date	06/30/18	03/31/18	02/28/18	06/30/18		
Total Contract Price	949,521.15	293,955.04	34,156.80	1,659,623.36		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			2,626.93	1,314,242.21		1,559,550.58
Uncompleted Dollar Value if Firm is the Subcontractor	418,706.32	36,194.89				3,453,632.32
				Total Value of All Work		5,013,182.90

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

List below the uncompleted dollar value of work for Subcontracted to others will be listed on the reverse of	r each contract and awards per	iding to be completed with y	our own forces. All work			Accumulated
company. If no work is contracted, show NONE.	n das tomi. In a joint vendre, i	ast only that bought or the av	and to be done by your			Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical	418,706.32	34,894.89	2,626.93	764,164.92	0.00	4,298,728.69
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.0
						0.00
Totals	418,706.32	34,894.89	2,626.93	764,164.92	0.00	4,298,728.6

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	(C-1410)	(C-1412)	(C-1417)	(C-1418)	Awards Pendir
Subcontractor		SAM SCHWARTZ ENGINEERING, DPC		MYS, INCORPORATED	
Type of Work		RE-OPTIMIZATION AND TIMINGS		MISCELLANEOUS	
Subcontract Price		2,150.00		113,854.00	
Amount Uncompleted		1,300.00		113,854.00	
Subcontractor				ELITE FBER OPTICS	
Type of Work				FIBER OPTIC	
Subcontract Price				4,830.00	
Amount Uncompleted				4,830.00	
Subcontractor				CAMPANELLA &	
				SONS, INC. UNDERGROUND	
Type of Work Subcontract Price				255,630.04	
Amount Uncompleted				255,630.04	
Subcontractor				CONIN CONTRACTOR SERVICES, INC.	
Type of Work				LANDSCAPING	
Subcontract Price			- 11-1111	8,059.75	
Amount Uncompleted				8,059.75	
Subcontractor				LANDMARK	
Type of Work				CONSTRUCTION LAYOUT	
Subcontract Price				7,850.00	
Amount Uncompleted				7,850.00	
Subcontractor	-			GEWALT HAMILTON & ASSOCIATES, INC.	
Type of Work				OPTIMIZATION & TIMINGS	
Subcontract Price				5,942.00	
Amount Uncompleted				5,942.00	
Subcontractor			,	LORIG CONSTRUCTION COMPANY	
Type of Work				MISCELLANEOUS	
Subcontract Price				153,911.50	
Amount Uncompleted				153,911.50	
Total Uncompleted	0.0	1,300.00	0.00	550,077.29	

I, being duly sworn, do hereby dectare 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 13th day of February, 2017.		
hathan Notary Public	Type or Print Name Louie Veneziano Officer or Directo	President  Title
My commission expires: 6/7/2021	SignedCompany H&H Electric Co.	Wy an
(Notary Seal)	Address 2830 Commerce Street	
The state of the s	Franklin Park, Illinois 601	31
OFFICIAL SEAL		
MARTHA M. GONZALEZ		
Notary Public - State of Iffinois My Commission Expires 6/07/2021		
- My Commission Expires 6/07/2021 数		

Illinois Department of Transportation

Affidavit of Availability 02/15/18 For the Letting of

(Letting date)

Bureau of Construction 2300 South Dirksen Parkway/Room 322

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. Springfield, Illinois 62764

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.

	(C-1419)	(C-1421)	(C-1423)	(C-1424)	Awards Pending	
Contract Number	N/A	I.D.O.T. 61D67	I.D.O.T. 60T08	I.D.O.T. 66H09		
Contract With	COPENHAVER CONSTRUCTION	I.D.O.T.	AUSTIN TYLER	I.D.O.T.		
Estimated Completion Date	03/31/18	03/31/18	06/15/18	06/30/19		
Total Contract Price	550,667.03	362,356.20	183,924.15	52,730.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime		231,511.46		34,626.93		1,825,688.97
Uncompleted Dollar Value if Firm is the Subcontractor	183,053.32		86,275.56			3,722,961.20
				Total Value of All Work		5,548,650.17

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

List below the uncompleted dollar value of work for e Subcontracted to others will be listed on the reverse of	this form. In a joint venture, fis	t only that portion of the wo	k to be done by your			Accumulated
company. If no work is contracted, show NONE.						Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical	183,053.32	229,898.96	86,275.56	34,626.93	0.00	4,832,583.46
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	183,053.32	229,898.96	86,275.56	34,626.93	0.00	4,832,583.46

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

	(C-1419)	(C-1421)	(C-1423)	(C-1424)	Awards Pending
Subcontractor		MCGINTY BROS.			
Type of Work		LANDSCAPING			
Subcontract Price		1,612.50			
Amount Uncompleted		1,612.50			
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	0.00	1,612.50	0.00	0.00	0.

I, being duly sworn, do hereby declare 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

this 13th day of February, 2017.	Type or Print Name Louie Veneziano	President
Man ha	Office or Direct	tor Title
My commission expires: 6/7/2021	Company H&H Electric Co.	
(Notary Seal)	Address 3920 Commerce Street	
OFFICIAL SEAL MARTHA M. GONZALEZ	Franklin Park, Illinois 601	131
Notary Public - State of Iflinois My Commission Expires 6/07/2021	N	



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

Affidavit of Availability 02/15/18 For the Letting of

(Letting date)

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.

	(C-1425)	(C-1426)	(C-1427)	(C-1429)	Awards Pending	
Contract Number	I.D.O.T. 66H14	CDOT PROJECT CMM 6000 (318)	I.D.O.T. 60789	I.D.O.T. 62C43		
Contract With	1.D.O.T.	SUMIT CONSTRUCTION	IROQUOIS PAVING CORPORATION	IROQUOIS PAVING CORPORATION		
Estimated Completion Date	06/30/19	05/15/18	04/30/18	05/31/18		
Total Contract Price	47,665.59	295,790.30	53,657.00	160,605.30		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	35,718.06					1,861,407.03
Uncompleted Dollar Value if Firm is the Subcontractor		80,248.22	25,866.42	23,820.92		3,852,896.76
		W.W. 6.7		Total Value of All Work		5,714,303.79

Part II. Awards	Pending and I	Incompleted Work to be do	me with your own forces.
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List below the uncompleted dollar value of work for each Subcontracted to others will be listed on the reverse of this	contract and awards pend form. In a joint venture, list	ing to be completed with yo t only that portion of the wor	ur own forces. All work k to be done by your			Accumulated
company. If no work is contracted, show NONE.						Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical	35,718.06	80,248.22	25,866.42	23,820.92	0.00	4,998,237.08
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	35,718.06	80,248.22	25,866.42	23,820.92	0.00	4,998,237.08

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For each contract describe	(C-1425)	(C-1426)	(C-1427)	(C-1429)	Awards Pending
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	0.00	0.00	0.00	0.00	0.0

I, being duly sworn, do hereby declare 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

this 13th day of February, 2017.  Notary Public	Type or Print Name Louie Veneziano Officer or Director	President Title
My commission expires: 6/7/2021	Signed	
(Notary Seal) OFFICIAL SEAL	Address 2830 Commerce Street Franklin Park, Illinois 60131	
MARTHA M. GONZALEZ  Notary Fublic - State of Illinois My Commission Expires 6/07/2021		

Illinois Department of Transportation

Affidavit of Availability 02/15/18 For the Letting of

(Letting date)

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

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Part 1. Work Under Contract
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	(C-1430)	(C-1431)	(C-1432)	(C-1433)	Awards Pending	
Contract Number	SECTION 82-A6908-01 RP	SECTION 12-000047- 00-CH	LD D T 62B03	I.D.O.T. 62B04		
Contract With	A LAMP CONCRETE, INC.	AUSTIN TYLER CONSTRUCTION, LLC	Tagu	I.D.O.T.		
Estimated Completion Date	05/15/18	11/30/18	05/31/18	05/31/18		
Total Contract Price	180,209.11	378,799.00	71,869.46	89,429.20		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			20,187.54	71,468.90		1,953,063.47
Uncompleted Dollar Value if Firm is the Subcontractor	55,030.68	325,593.87				4,233,521.31
				Total Value of All World	k	6,186,584.78

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

List below the uncompleted dollar value of work for ea Subcontracted to others will be listed on the reverse of th	ich contract and awards pend is form. In a joint venture, list	ting to be completed with yo t only that portion of the wor	ur own forces. All work It to be done by your			Accumulated
company. If no work is contracted, show NONE.	•	•				Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			·			0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical	55,030.68	325,593.87	20,187.54	71,468.90	0.00	5,470,518.07
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	55,030.68	325,593.87	20,187.54	71,468.90	0.00	5,470,518.07

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

For each contract describ	(C-1430)	(C-1431)	(C-1432)	(C-1433)	Awards Pending
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					
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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	0.00	0.00	0.00	0.00	0.0

I. being duly sworn, do hereby declare 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

this 13th day of February, 2017.	Type or Print Name <b>Louie Veneziano</b>	President
Man / Man Man Motary Public	Officer of Dire	ector Title
My commission expires: 6/7/2021	Signed	neogy
	Company H&H Electric Co.	
(Notary Seal)	Address 2830 Commerce Street	
J OFFICIAL SEAL D	Franklin Park, Illinois 6	0131
MARTHA M. GONZALEZ		
👶 - Notary Fublic - State of Illinois - 🖟		
# Wu Cammission Expires 6/0//2021 B		
A STATE OF THE PARTY OF THE PAR		



Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764 Affidavit of Availability
For the Letting of 02/15/18

(Letting date)

Instructions: Complete this form by either typing or using black ink.
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### Part I. Work Under Contract

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-						
	(C-1434)	(C-1435)	(C-1437)	(C-1439)	Awards Pending	
Contract Number	LD.O.T. 62D44	1.D.Q.T. 62D98	CITY OF ELGIN BID # 17-034.			
Contract With	I, <b>D.O</b> .T.	I.D.O.T.	CURRAN CONTRACTING CO.	VILLAGE OF HARWOOD HEIGHTS		
Estimated Completion Date	06/30/18	06/15/18	05/15/18	06/30/18		
Total Contract Price	410,734.60	940,265.09	217,950.60	255,123.70		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	368,490.17	821,215.93		215,156.92		3,357,926.49
Uncompleted Dollar Value if Firm is the Subcontractor			79,231.89			4,312,753.20
				Total Value of All Wor	k	7,670,679.69

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

List below the uncompleted dollar value of work for ear Subcontracted to others will be listed on the reverse of the	th contract and awards pend s form In a joint venture, list	ing to be completed with you tonly that portion of the work	er own forces All work k to be done by your			Accumulated
company. If no work is contracted, show NONE.						Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
IMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints	·			į		0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical	335,737.80	821,215.93	79,231.89	215,156.92	0.00	6,921,860.61
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail				•		0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	335,737.80	821,215.93	79,231.89	215,156.92	0.00	6,921,860.61

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	(C-1434)	(C-1435)	(C-1437)	(C-1439)	Awards Pendin
Subcontractor	HAMPTON, LENZINI, & RENWICK, INC.		:		
Type of Work	REOPTIMIZATION				
Subcontract Price	3,150.00				
Amount Uncompleted	3,150.00				
Subcontractor	INTEGRITY ENVIRONMENTAL				
Type of Work	\$POIL TESTING, ETC.				
Subcontract Price	5,250.00				
Amount Uncompleted	5,250.00				
Subcontractor	MARKING SPECIALISTS				
Type of Work	PAVEMENT MARKINGS				
Subcontract Price	24,352.37				
Amount Uncompleted	24,352.37				
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	32,752.37	0.00	0.00	0.00	0

being duly sworn, do hereby declare 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 13th day of February, 2017.			
$\gamma \sim \gamma \sim 10$	Type or Print Name Louie Veneziano	President	
marka ha	Officer or Direct	or Title	
Notary Public	Signed	Men-	
My commission expires: 6/7/2021			
	Company H&H Electric Co.		
(Notary Seal)	Address 2830 Commerce Street		
OFFICIAL SEA	Franklin Park, Illinois 60	131	

OFFICIAL SEAL
MARTHA M. GONZALEZ
Notary Fublic - State of Illinois
My Commission Expires 6/07/2021

Illinois Department of Transportation

Affidavit of Availability 02/15/18 For the Letting of

(Letting date)

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

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### Part I. Work Under Contract

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	(C-1440)	(C-1441)	(C-1442)	(C-1443)	Awards Pending	
Contract Number	BELLWOOD - THORNTONS #327	SKOKIE BLVD. @ SUNSET RIDGE RD.	1135 SKOKIE BLVD.	SCOTT ST LIGHTING		
Contract With	NOVAK CONSTRUCTION, INC.	LIFETIME FITNESS	LIFETIME FITNESS	VILLAGE OF ROSEMONT		
Estimated Completion Date	06/15/18	03/31/18	03/31/18	12/31/18		
Total Contract Price	145,361.56	289,660.70	209,563.00	1,677,043.62	!	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	66,072.55	241,759.15	185,127.22	1,675,178.62		5,526,064.03
Uncompleted Dollar Value if Firm is the						4,312,753.20
Subcontractor				Total Value of All Worl	k	9,838,817.23

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

List below the uncompleted dollar value of work for each Subcontracted to others will be listed on the reverse of this	h contract and awards pending form. In a joint venture, list or	to be completed with you nly that portion of the work	ur own forces. All work o to be done by your			Accumulated
company. If no work is contracted, show NONE.						Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical	66,072.55	241,759.15	185,127.22	1,654,718.27	0.00	9,069,537.80
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	66,072.55	241,759.15	185,127.22	1,654,718.27	0.00	9,069,537.80

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.

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

	(C-1440)	(C-1441)	(C-1442)	(C-1443)	Awards Pending
Subcontractor				ROY'S LANDSCAPING	
Type of Work				LANDSCAPING	
Subcontract Price				20,460.35	
Amount Uncompleted				20,460.35	
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	0.00	0.00	0.00	20,460.35	0.

I, being duly sworn, do hereby declare 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

this 13th day of February, 2017.  Notary Public	Type or Print Name Louie Veneziano Pre	sident Title
My commission expires: 6/7/2021	Company H&H Electric Co.	
(Notary Seal)  OFFICIAL SEAL  WARTHA W. GONZALEZ	Address 2830 Commerce Street Franklin Park, Illinois 60131	
Notary Fublic - State of Illinois My Commission Expires 6/07/2021		

Illinois Department of Transportation

Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764 Affidavit of Availability
For the Letting of \_\_\_\_\_\_02/15/18

(Letting date)

Instructions: Complete this from 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 engineers or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	(C-1445)	(5 )		Awards Pending	Awards Pending	
Contract Number	I.D.O.T. 66H64	CBBEL PROJECT NO. 980361.BR194	(	,		
Contract With	I.D.O.T.	ROLLING MEADOWS	PLOTE CONSTRUCTION, INC.	MARTAM		
Estimated Completion Date	03/31/18	05/31/18	10/01/19			
Total Contract Price	27,632.10	121,586.60	1,024,477.10	1,332,065.60		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	27,632.10	121,586.60				5,675,282.73
Uncompleted Dollar Value if Firm is the Subcontractor			1,024,477.10	1,332,065.60		6,669,295.90
				Total Value of All Work		12,344,578.63

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

List below the uncompleted dollar value of work for each Subcontracted to others will be listed on the reverse of this company. If no work is contracted, show NONE.	h contract and awards pen form. In a joint venture, li	ding to be completed with ye st only that portion of the wo	our own forces. All work onk to be done by your			Accumulated
company. I no work is contacted, show none.						Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints				***************************************		0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical	21,503.10	118,730.60	964,279.40	1,322,715.60	0.00	11,496,766.50
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping	***************************************					0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
			1			0.00
						0.00
Totals	21,503.10	118,730.60	964,279.40	1,322,715.60	0.00	11,496,766.50

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illimois 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.

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

	(C-1445)	(C-1448)	Awards Pending	Awards Pending	Awards Pending
Subcontractor		ARTEAGA LANDSCAPES, LLC	ELITE FIBER OPTIC CO.	HAMPTON, LENZINI & RENWICK, INC.	
Type of Work	PAVEMENT MARKING REMOVALS	LANDSCAPING	FIBER OPTIC	OPTIMIZE TRAFFIC SIGNALS	
Subcontract Price	2,000.00	2,856.00	57,927.70	4,350.00	
Amount Uncompleted	2,000.00	2,856.00	57,927.70	4,350.00	
Subcontractor	MAINTENANCE COATINGS CO.		HAMPTON, LENZINI & RENWICK, INC.	COMED	
Type of Work	PAVEMENT MARKINGS		OPTIMIZE TRAFFIC SIGNALS	ELECTRIC SERVICE	
Subcontract Price	4,129.00		2,270.00	5,000.00	
Amount Uncompleted	4,129.00		2,270.00	5,000.00	
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					
Total Uncompleted	6,129.00	2,856.00	60,197.70	9,350.00	0.

i. being duly sworn, do hereby declare 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 13th day of February, 2017.	Type or Print Name Louie Veneziano President	
Mariha ha ha	Officer or Director Title Signed	
My commission expires: 6/7/2021		
	Company Har Electric Co.	
(Notary Seal)	Address 2830 Commerce Street	
	Franklin Park, Illinois 60131	
OFFICIAL SEAL.  MARTHA M. GONZALEZ		
🚶 Notary 🗁 blic - State of Illinois 🥻		
My Commission Expires 6/07/2021		
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MOT 2018-7696 Page 71 of 71



# Village of Downers Grove Contractor Evaluation

Contractor: H & H Electric Company
Project: Street light maintenance and repair services
Primary Contact: Louie Veneziano 708-453-0202
Time Period: January – December 2017
On Schedule (allowing for uncontrollable circumstances) X Yes No
Provide details if early or late completion:
Change Orders (attach information if needed):
Difficulties / Positives:
Interaction with public:
☐ Excellent X☐ Good ☐ Average ☐ Poor
(Attach information on any complaints or compliments)
General Level of Satisfaction with work:
□ Well Satisfied X□ Satisfied □ Not Satisfied
Reviewers: Kevin Bobikiewicz – Public Services Coordinator, Public Works
Date: 3/6/2019

Date: 3/6/2018