

PROPOSAL SUBMITTED BY:

Copenhagen Construction, Inc

Contractor's Name

75 Koppie Dr

Street

Gilberts

City

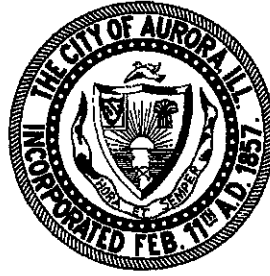
IL

State

P.O. Box

60136

Zip Code

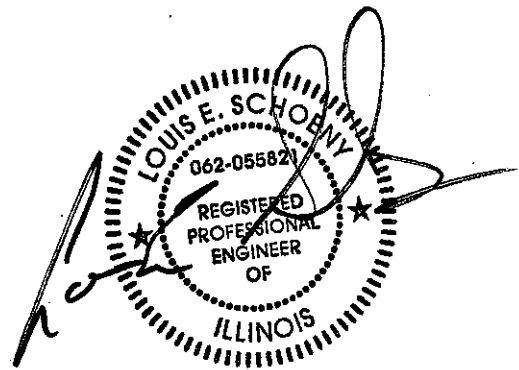


**CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS**

**PROPOSAL AND SPECIFICATIONS FOR
Kensington Place and Russell Avenue Raingardens**

**PROPOSALS DUE
May 27, 2015**

**PREPARED BY
CITY OF AURORA
DIVISION of ENGINEERING
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507**



EXPIRES 11/30/2015

TABLE OF CONTENTS

TITLE PAGE

TABLE OF CONTENTS

NOTICE TO BIDDERS

SPECIAL PROVISIONS

STATE OF ILLINOIS LABOR REQUIREMENTS

CITY OF AURORA GENERAL SPECIFICATIONS

BID BOND FORM

PROPOSAL

SCHEDULE OF PRICES

SIGNATURE SHEET

BIDDER'S CERTIFICATIONS

GENERAL NPDES PERMIT NO. ILR10

INFORMATION FOR BIDDERS

City of Aurora

Kensington Place and Russell Avenue Raingardens

Time and Place of Opening of Bids:

Sealed proposals for the improvement described below will be received at the office of the City Clerk in Aurora, Kane County, Illinois until 2:00 PM, May 27, 2015. Proposals will be opened and read publicly at that time.

Description of Work:

The work will consist of excavation, installation of granular backfill and engineering top soil, installation of native and ornamental plants, limited sidewalk and curb and gutter removal and replacement, for the construction of stormwater infiltration raingardens.

Bidder Instructions

1. Plans and proposal forms will be available in the office of the Engineering Department, City Hall, 44 East Downer Place, Aurora, IL 60507, starting at 8:00 A.M. on May 13, 2015, and will be available until 4:00 PM, May 26, 2015, for the amount of \$50.00, non-refundable. Project Contact: L. Eric Schoeny: (630)-256-3227
2. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in Standard Provisions for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
3. Any bidder who owes the City money may be disqualified at the City's discretion.
4. The City encourages minority business firms to submit proposals and encourages the successful contract bidder to utilize minority businesses as subcontractors for supplies, equipment, services, and construction.
5. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

By Order of
Esther Philipps
Director of Purchasing
City of Aurora

INDEX TO SPECIAL PROVISIONS

Provision Title
Number

ADMINISTRATION

SP A.1 – ALTERATIONS TO PROJECT BY ENGINEER
SP A.2 - ITEMS ORDER BY ENGINEER
SP A.3 - RESPONSIBILITY OF WORK
SP A.4 - PUBLIC SAFETY AND CONVENIENCE
SP A.5 - COMPLETION DATE
SP A.6 – PERFORMANCE GUARANTEE OF WORK
SP A.7 - RECORD DRAWINGS
SP A.8 - WORK DAYS AND HOURS
SP A.9 – INCIDENTAL WORK
SP A.10 – PRE-CONSTRUCTION MEETING
SP A.11 – NOTIFICATION
SP A.12 – CONTROL OF MATERIALS
SP A.13 – SHOP DRAWINGS

SAFETY

SP S.1 - TRAFFIC CONTROL AND PROTECTION
SP S.2 - RESPONSIBILITY FOR CONSTRUCTION SAFETY, SHORING AND CONSTRUCTION METHODS
SP S.3 - LOCATION OF UTILITIES

HOUSEKEEPING/SOIL EROSION & SEDIMENT CONTROL

SP H.1 – STORMWATER POLLUTION PREVENTION PLAN
SP H.2 - SOIL EROSION CONTROL
SP H.3 - DUST CONTROL AND DIRT ON PAVEMENT
SP H.4 - CLEANING ALL STRUCTURES
SP H.5 – HEAVY CLEANING OF SEWERS
SP H.6 – DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL

GENERAL

SP G.1 – MOBILIZATION
SP G.2 – WATER FOR CONSTRUCTION PURPOSES
SP G.3 – SURFACE RESTORATION
SP G.4 – REMOVAL / ABANDONING OF SEWERS AND/OR WATER MAINS
SP G.5 – STORM, SANITARY AND WATER STRUCTURES TO BE ABANDONED
SP G.6 – TRENCH BACKFILL, PIPE BEDDING, AND COVER
SP G.7 – COMPACTION REQUIREMENTS
SP G.8 – TRENCHLESS PIPE INSTALLATION
SP G.9 – PIPE AND PRE-CAST CONCRETE STRUCTURES MATERIAL TESTS
SP G.10 – STRUCTURE TAPS
SP G.11 – MAILBOX REMOVAL AND REINSTALLATION
SP G.12 – FIBER OPTIC CONDUIT
SP G.13 – EXPLORATORY EXCAVATION
SP G.14 – REMOVE AND PLUG ABANDONED WATER SERVICES

STORM SEWERS

SP ST.1 – STORM SEWERS
SP ST.2 – STORM MANHOLES
SP ST.3 – CATCH BASINS

SP ST.4 – STORM INFILTRATION BASINS
SP ST.5 – INLETS
SP ST.6 – FIELD ADJUSTMENTS TO STORM STRUCTURES
SP ST.7 – FURNISH NEW FRAME AND LID
SP ST.8 – RESET EXISTING FRAME
SP ST.9 – PERFORATED UNDERDRAIN

RESTORATION

SP R.1 – SAW CUTTING
SP R.2 – TEMPORARY DRIVEWAY SURFACE, AND TEMPORARY PAVEMENT SURFACE
SP R.3 – HOT MIX ASPHALT PAVEMENT REMOVAL AND REPLACEMENT
SP R.4 – PCC DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT
SP R.5 – HOT MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT
SP R.6 – COMBINATION P.C.C. CURB AND GUTTER REMOVAL AND REPLACEMENT
SP R.7 – PCC SIDEWALK REMOVAL AND REPLACEMENT / DETECTABLE WARNINGS
SP R.8 – AGGREGATE SHOULDER
SP R.9 – SEEDING – AURORA MIX
SP R.10 – DRYWALL LIMESTONE CONCEALMENT BRIDGE
SP R.11 – RIVERSTONE MAT
SP R.12 – PERENNIAL PLANTS
SP R.13 – TREE AND SHRUB PLANTING
SP R.14 – SUPPLEMENTAL WATERING

MICELLANEOUS

SP 40 – RAINGARDEN EXCAVATION
SP 41 – HARDWOOD MULCH
SP 42 – ENGINEERED TOP SOIL

CITY OF AURORA SPECIAL PROVISIONS

The following Special Provisions supplement the "General Specifications," the Illinois Department of Transportation's "Standard Specifications For Road and Bridge Construction," (herein after called the "Standard Specifications", the City of Aurora's "Standard Specifications for Improvements," the "Supplemental Specifications and Recurring Special Provisions," the "Standard Specifications for Water And Sewer Main Construction in Illinois, Sixth Edition," the "Standard Specifications for Traffic Control Items," and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for proposals. These special provisions apply to and govern the proposed improvement designated as the **Kensington Place and Russell Avenue Raingardens** and in case of conflict with any part or parts of said specifications; these Special Provisions shall take precedence and shall govern.

DESCRIPTION OF PROJECT:

The proposed project consists of the construction of bioinfiltration basins (rain gardens) including native and non-native plantings, engineered soil, curb and gutter, asphalt pavement, porous pavement, sidewalk, and storm sewer and other related appurtenances all in accordance with the plans and specifications.

SP A.1 – ALTERATIONS TO PROJECT BY ENGINEER

The Engineer reserves the right to alter the plans and details, extend or shorten the improvement, add such work as may be necessary, increase or decrease the quantities of work to be performed, and/or eliminate entire pay items all in accordance with Section 104 of the Standard Specifications, except that the Contractor shall not be entitled to additional compensation or lost profits in the event that quantities are reduced below the original contract quantities, or in the event pay items are deleted entirely.

SP A.2 – ITEMS ORDERED BY ENGINEER

When additional work not included in the contract, is requested in writing by the Engineer, this additional work shall be measured and paid for in accordance with Sections 104 and 109 of the IDOT Standard Specifications, as modified by these special provisions.

Payment for all additional work ordered by the Engineer in writing, which is deemed by the Engineer to be eligible for payment and is not covered by the contract, shall be made from the allowance included in the bid proposal under ITEMS ORDERED BY ENGINEER. The contractor shall not be entitled to any additional compensation in the event that utilization of this allowance, either in whole or in part, is not required to complete the work.

SP A.3 – RESPONSIBILITY OF WORK

During the progress of the work the Contractor shall assume total risk and liability, and will be responsible for any and all damages to the work, or to persons, or to public or private property caused by, or in any way resulting from doing the work, including actions of Subcontractors or Material Suppliers.

SP A.4 – PUBLIC SAFETY AND CONVENIENCE

The Contractor shall maintain drives, entrances, and side roads along the proposed improvement to allow emergency and local vehicle access to all adjacent properties. Interference with traffic movements and inconvenience to abutting property owners and the public shall be kept to a minimum. The Contractor shall maintain at least one lane open to traffic at all times for emergency vehicles on all streets affected by the construction of these improvements. Adequate use of flaggers and other traffic control devices shall be used to permit such arrangements during working hours. The contractor shall remove and reinstall all street signs in conflict with the proposed improvements. All signage required for the proper control of traffic (i.e.: stop signs, yield signs, etc.) must be maintained on a temporary basis until the permanent sign can be reinstalled.

This work shall not be paid for separately, but shall be considered incidental to TRAFFIC CONTROL AND PROTECTION.

SP A.5 – COMPLETION DATE

The Contractor agrees to execute a contract, a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **five (5)** days after notice of award of the contract.

The Contractor shall schedule their construction operations in such a manner so as to meet the following completion deadlines:

Obtain Final completion of the entire project by August 14, 2015.

Final completion shall be obtained when all the work in all respects has been completed; including punch lists work, landscaping, and final surface.

Special attention is called to Article 108.10 of the "Standard Specifications for Road and Bridge Construction" and shall be strictly adhered to, in the event the Contractor fails to complete the project by the above-mentioned guidelines. Liquidated damages **in the amount of \$1,000.00** shall be assessed per **Calendar Day** for failure to meet the above deadlines.

SP A.6 – PERFORMANCE GUARANTEE OF WORK

If after the approval of final payment for each class of work and prior to the expiration of 1 year after the date of approval of said final payment, or such longer period of time as may be prescribed by law or by terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with written directions of the Owner, remove it from the site and replace it with non-defective work to the satisfaction of the Engineer.

Failure of the Contractor to complete or to remedy defective work within a reasonable time (not to exceed 30 days of notice to Contractor in any event) shall be deemed a default and the Owner may take steps as it deems necessary to complete or remedy said work and charge the cost thereof to the Contractor.

SP A.7 - RECORD DRAWINGS

The Contractor shall keep one (1) record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These documents shall be kept current at all times and will be subject to the Engineer's review prior to approval of partial payments. These shall be available to the Engineer and shall be delivered to him for the Owner upon completion of the Project. The Contractor's request for final payment will not be approved until said "record drawings" have been delivered to the Engineer.

Contractor shall provide level, rod, etc. and laborer in assisting Engineer to verify changes. This work shall not be paid for separately, but shall be considered incidental to the Contact.

SP A.8 – WORK DAYS AND HOURS

The allowed hours of work are between 7:00 AM and 7:00 PM, Monday through Friday, and between 8:00 AM and 5:00 PM on Saturdays. No work shall be done on Sundays or Holidays, or other times without prior approval from the Engineer.

Equipment shall not be started before 6:45 AM.

SP A.9 – INCIDENTAL WORK

All work required to install the improvements shown or called for on the plans and in the specifications, shall be incidental to the various bid items in the proposal even though a specific item is not shown, and no additional compensation shall be made to the Contractor, unless it is indicated that additional payment will be allowed or a unit price is provided for said work in the Bid Proposal.

SP A.10 – PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be held prior to start of construction after execution of the contract documents. The Resident Engineer shall establish the time and place of the pre-construction meeting. At this time, the Contractor shall be required to furnish and/or discuss the following:

- Written progress schedule/Completion Deadline.
- Names of Subcontractors and Material Suppliers.
- Names of Project Manager and/or Field Supervisor, including the name and phone number of a responsible individual who can be reached twenty-four (24) hours per day, seven (7) days per week.
- Notifications
 - Notify City Engineer 72 hours prior to the commencement of any work.
 - Notify Water and Sewer Maintenance Division 48 hours prior to any water main shutdown.
- General cleanup of the work site at the end of each day. The Contractor must have a water meter and hoses, or water truck on site prior to the start of excavation.
- Granular trench backfill, method and equipment used for compaction.
- CCDD requirements/tickets
- Protection of existing pavement and placement of cold patch. The contractor must be prepared to place temporary pavement within the same day of removing the existing pavement.

- Driveway access
- Landscape restoration and planting requirements
-
- A J.U.L.I.E meet at the project site, scheduled by the Contractor, prior to commencement of any work.
- **Holy Angels School owns the fiber optic line shown on the plans, and they are not part of the JULIE One Call system. The City of Aurora's Engineering Division shall assist in coordinating the marking of the private fiber optic line.**

Upon receipt of the notice of the award, the Contractor shall prepare a project schedule setting forth the hours and days of operation for each task required by the Contract. The project schedule shall be reviewed, and revised as required, and submitted with each payment request and/or request for extension of time.

SP A.11 - NOTIFICATION

The Contractor shall notify the Resident Engineer a minimum of three (3) working days (72 hours) prior to starting any work on this contract, and a minimum of two (2) working days (48 hours) prior to starting each different type of work.

The Contractor shall supply and post "No Parking" signs on thirty-six inch (36") high lath every fifty feet (50'), two feet (2') from the back of curb or edge of pavement, at least two (2) working days (48 hours) prior to work in the affected area. The Contractor shall contact the City of Aurora Police Department prior to placing "No Parking" signs. "No Parking" signs only need to be installed in areas of existing parking.

Should it be necessary, the Contractor shall notify the City of Aurora's Water and Sewer Maintenance Department, at (630) 256-3710, to request a shut-down of existing water supply a minimum of forty eight (48) hours in advance.

The Contractor shall hand deliver written notice to all residences and/or businesses a minimum of twenty-four (24) hours prior to shutting down water mains or affecting continuous water supply.

The Contractor shall notify the Aurora Police and Fire Departments, the appropriate School District, and the Pace Bus Service twenty-four (24) hours prior to the closure of any road.

The supply and posting of "No Parking" signs and all other notifications to various local agencies, residents, or businesses shall not be paid for separately, but shall be considered incidental to the project.

SP A.12 – CONTROL OF MATERIALS

All material used shall meet the requirements of the Illinois Department of Transportation, the "Standard Specifications for Water and Sewer Main Construction in Illinois," the "City of Aurora Standard Specifications for Improvements," and as outlined in these specifications.

All materials will be inspected, tested, and approved by the Engineer before incorporation into the work. The Contractor shall provide the City with letters of certification from each supplier.

Any work in which untested and unacceptable materials are used without approval or written permission from the City Engineer shall be performed at the Contractor's risk and may be considered as unacceptable and unauthorized and will not be paid for.

SP A.13 – SHOP DRAWINGS

When required in an individual Special Provisions or the Specifications, the Contractor shall submit "shop drawings" for the Engineer's review and approval as follows:

- A. Submit three (3) sets of drawings or other descriptive data to the Engineer for approval. Each submittal shall contain only those items specified in one specification section.
- B. Drawings or descriptive data will be stamped "No Exceptions Taken", "Make Corrections as Noted", "Revise and Resubmit", or "Rejected", and the drawings and transmittal letter marked accordingly. One copy of the drawings or descriptive data will be returned to the Contractor, one copy shall go to the Engineer's field representative and one copy will stay at the Engineer's office.

Additional marked up copies of the drawings or descriptive data required by the Contractor will be made by the Contractor.

- C. If a drawing or other data is stamped "No Exceptions Taken", the Contractor shall transmit six complete sets of data to the Engineer together with a new copy of a letter of transmittal containing substantially the same information as described in Instruction A above.

The Engineer will then mark-up all six sets and send one to the Engineer's field representative, keep one in the home office, send one to the Owner, and return three to the Contractor. Subsequently, all copies of these documents used in the work shall bear this stamp.

- D. If a drawing or other data is stamped "Make Corrections Noted", the Contractor shall make the corrections indicated and proceed as in **Instruction C** above.
- E. If a drawing or data is stamped "Revise and Resubmit", the Contractor shall make the necessary corrections and resubmit the documents as set forth in **Instruction A** above.
- F. If a drawing or data is stamped "Rejected", the Contractor shall proceed as in **Instruction A** above, with new submittals.
- G. The Contractor shall revise and resubmit the working drawings as required by the Engineer, until they are stamped "No Exceptions Taken".
- H. The Contractor shall have no claim for damages or extension of time on account of any delay in the work resulting from the rejection of material or from revision or resubmittal of drawings and other data for review.
- I. The Engineer shall only review a shop drawing a maximum of two times at no cost to the Contractor. The second submittal should be sufficiently complete to be marked "No Exceptions Taken". If more than two submittals are required to reach the "No Exception Taken" stage, the cost of review of the submittals will be paid by the Contractor at a rate of \$125.00 per hour.

SP S.1 – TRAFFIC CONTROL AND PROTECTION

Traffic control shall be in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction," the "Recurring Special Provisions and Supplemental

Specifications," the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways," and any special details and Highway Standards contained herein and in the Traffic Specifications or Highway Specifications. Special attention is called to Article 107.09 of the "Standard Specifications for Road and Bridge Construction."

The Contractor shall prepare a traffic control plan consistent with the engineering plans and these specification. The Traffic Control Plan shall be submitted to the Engineer for approval by the City Engineer. The Contractor needs written approval from the City Engineer forty-eight (48) hours in advance of the implementation of any and all alteration or deviations from the Traffic Control Plan.

All orange signs used shall be fluorescent orange in color. Deteriorated, damaged, or signs with non-original material on the front surface will not be allowed.

Prior to the start of work the Contractor shall have a sufficient number of barricades, signs, and flagmen at the jobsite for the scheduled work. If satisfactory traffic control as determined by the Engineer is not in place, the Engineer shall order the work to be halted. Traffic control devices shall not be removed without prior written notice and approval of the Engineer.

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purposes of regulating, warning, or guiding traffic. The preparation of a traffic control plan, supplying, installation, and maintenance of traffic control and protection shall not be paid for separately, but shall be considered incidental to the contract.

SP S.2 - RESPONSIBILITY FOR CONSTRUCTION SAFETY, SHORING AND CONSTRUCTION METHODS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions for the safety of; and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby.
- (b) All work and materials or equipment to be incorporated therein, whether in storage on or off the site.
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection, including tight sheeting or shoring of the trench. He shall notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by any Contractor or Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of all work shall continue until such time as all the work is completed and acceptable. Any damages shall be repaired in a timely manner. Any and all interruptions of essential utilities such as water, electricity, or gas shall be corrected that same day and before the foreman leaves the site. (See Guarantee & Maintenance of Work for time of acceptance.)

The Contractor shall be responsible for coordinating with utility company's regarding the bracing or relocating of utility poles, and the relocation of any underground facilities.

SP S.3 - LOCATION OF UTILITIES

The Bidder, before submitting a Bid, shall carefully examine the Proposal, Plans, Details, Specifications, and Special Provisions. The successful Bidder shall inspect in detail the site of the proposed work and be familiar with all the local conditions affecting the proposal and the detailed requirements of construction.

When existing structures, services, utilities, pipelines and improvements (both above and below ground) are shown on the plans, the locations shown are approximate only and are not guaranteed. Obstructions and improvements in addition to those shown on the plans may also be encountered in carrying out the work. The Contractor shall be responsible for carrying out all work under this contract without additional compensation for whatever condition is found above or below ground.

The Contractor shall notify all utility companies including the City of Aurora Electrical Department (630) 892-1415, Water and Sewer Department (630) 256-3710, local electric companies, local telephone and communications companies, local natural gas companies, and local cable TV companies, and appropriate school districts, a minimum of two (2) working days (forty-eight hours) prior to beginning any construction or preliminary borings. The Contractor shall have the responsibility to determine from the public utility companies and the City of Aurora Departments the locations of underground pipes, conduits, cables, or other surface or subsurface improvements adjoining or crossing the construction area.

The depth and alignment of the existing water mains and sewers are approximate and may vary in both alignment and depth between manholes and valves. The contractor shall not be due any additional compensation in the event that the alignment of the sewers and water mains vary from what is shown on the plans. The call outs shown on the plans for the existing water mains are approximate and not guaranteed.

SP H.2 – SOIL EROSION CONTROL

This work shall consist of the supply and installation of soil erosion and sedimentation control devices in accordance with Article 280 of the "Standard Specification for Road and Bridge Construction" the City of Aurora's Standard Specifications for Improvements, the Kane-DuPage Soil and Water Conservation District, the Illinois Environmental Protection Agency – Division of Water Pollution Control's NPDES Permit No. ILR10, and with the details within the construction drawings.

Prior to starting any excavation the contractor shall be required to place inlet protection in all curb structures, or equal, all in accordance with the Soil Erosion and Sediment Control Plan.

Silt fence shall be installed as shown on the plans in accordance with the details provided.

In the event that ground water is encountered during excavation, the contractor shall provide dewatering filtration bags for each pump discharge line. The filtration bags shall be as manufactured by Dandy Products or approved equal.

Erosion and Sedimentation Control shall not be paid for separately, but shall be considered

incidental to the contract. The supply and installation of inlet protection shall be paid for at the contract unit price for EACH for INLET PROTECTION. The supply and installation of a filtration bag shall be paid for at the contract unit price per EACH for DEWATERING BAG. All material used for erosion and sedimentation control shall be disposed of off-site along with all debris collected within the control devices. Disposal shall not be paid for separately and shall be considered incidental to the unit prices above.

SP H.3 – DUST CONTROL & DIRT ON PAVEMENT

The Contractor shall at all times be responsible for maintaining dust-free conditions. The Contractor shall clean the pavement of all dirt and debris **at the end of each day's operations**, and at other times as directed by the Engineer by means of high pressure washing or by mechanical sweeping. The Contractor shall provide for the control of dust as specified in Section 20-2.21C of the "Standard Specifications for Water and Sewer Construction in Illinois," or by the uniform application of a dust control agent approved by the Engineer.

If City water is used for dust control, the Contractor must have a water meter and hoses on site prior to the start of any excavation.

If the Contractor does not meet the requirement of controlling dust and/or cleaning the pavement, within three (3) hours of notification by the Owner, the Owner shall make the necessary arrangements to control the dust and clean the pavement(s). The cost of such action will be deducted from any monies due or to become due to the Contractor. **Additionally, the City will deduct \$500.00 per day from monies due, or to become due, for each day that the Contractor fails to comply with this special provision. In addition, the Contractor will pay any penalties resulting from any Illinois Environmental Protection Agency, NPDES for Construction violations issued to the Owner.** Such sum to be charged not as a penalty but as liquidated damages. The parties agreeing that actual damages to the City of Aurora would be uncertain and difficult to calculate and the amount of such liquidated damages is a reasonable estimate of the supervision costs likely to be incurred by the City of Aurora as a result of the Contractor's failure to control dust and clean the pavement(s) as required.

Dust control and pavement cleaning shall be considered incidental to the cost of the contract and will not be paid for separately.

SP H.4 - CLEANING ALL STRUCTURES

Before final acceptance, all structures and staging areas that were occupied by the Contractor in connection with this work shall be cleaned of all rubbish, excess materials, and other foreign materials deposited or accumulated on or in the structures and areas. Cleaning all structures shall be considered incidental to the cost of the contract and will not be paid for separately.

SP H.6 - DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL

The Contractor shall be responsible for removal and disposal of all waste material, asphalt, grindings, concrete, stone, dirt or debris generated in the course of the work to a facility permitted to accept such waste. The Contractor shall load the removed pieces of curb and gutter, sidewalk, street pavements, etc. directly onto trucks, haul it away and dispose of it.

The temporary storing of excavated materials on the parkway and/or street and re-handling them later for disposal will not be allowed.

Clean Construction and Demolition Debris

In addition to the requirements of Articles 107.01 and 669 of the Standard Specifications, the Contractor shall be responsible for the proper removal and disposal of excavated materials from the project site. The Contractor shall meet all the requirements set forth by the IEPA in regards to Clean Construction and Demolition Debris. The City of Aurora will provide all investigative work and testing required to meet the current CCDD requirements. The City of Aurora will provide the contractor with signed IEPA LPC-662 forms in areas determined to have no potentially impacted properties.

If an area is determined to have potentially impacted properties, the contractor may be required to transport the material to a location designated by the City of Aurora for stockpiling and additional testing. The location shall be within a 5 mile radius of the jobsite. The contractor will be responsible for properly securing the material by placing a double layer of plastic below the material to be stockpiled and covering the material with plastic at the end of each day. The stockpile shall have a barrier around the base to ensure no material can leach into the surrounding area. If this material is determined to be suitable for a CCDD Facility, the City of Aurora will provide the signed IEPA LPC-663 forms and the contractor will be required to transport and dispose of this material to their approved CCDD Facility at no additional costs to the City. The costs associated with transporting, stockpiling, and loading material to be staged shall be paid for at the contract unit price per CUBIC YARD (CY) for TEMPORARY STAGING.

The City of Aurora will be providing an approved CCDD Facility for the contractor to use on this project for a predetermined amount of spoil disposal. The predetermined amount of spoil will be specified per number of LOADS in the contract bid items. The CCDD Facility will be the Heartland Recycling Facility located at 213 Mettel Road, Aurora, IL. If the contractor chooses to use this facility, they will be issued dump tickets and allowed to dispose of spoil up to this predetermined amount for free. In the event the contractor goes over the pre-determined amount of spoil allowed for in the contract bid, and the contractor chooses to continue to dispose of spoil at Heartland, they will be required to pay for the disposal of the additional material at a price agreed to between the Contractor and Heartland Recycling. The Contractor will pay Heartland Recycling directly for this additional spoil disposal. The City of Aurora will not be responsible for additional costs associated with closure of the CCDD Facility in the event of inclement weather conditions such as rain or snow. The City of Aurora will not be responsible for loads rejected due to contractor's negligence such as mixed loads of pavement and spoil or abandoned utility lines/structures mixed with spoil or loads determined to be too wet for disposal by Heartland. The contractor will be fully responsible for meeting all requirements of the Heartland Recycling Facility. The Contractor shall become familiar with the requirements of Heartland Recycling and any material not accepted by Heartland will be the responsibility of the contractor for disposal. Heartland Recycling can be reached at (630)391-0022.

If the material is determined to be unsuitable for a CCDD Facility (except in case of contractor negligence as described above), the City of Aurora will require the contractor to load, transport, and dispose of this material in an approved landfill. The cost for transporting, stockpiling, loading and disposing of material unsuitable for a CCDD Facility shall be paid for at the contract unit price per TON for NON-SPECIAL WASTE DISPOSAL or SPECIAL WASTE DISPOSAL.

SP G.1 - MOBILIZATION

This item consists of transportation and set up of various equipment necessary to complete the project, as well as the break down and removal of the same equipment.

This item shall be considered incidental to the contract and will not be paid for separately.

SP G.2 - WATER FOR CONSTRUCTION PURPOSES

City water for construction purposes will be available to the Contractor at their cost according to the prevailing rates in effect at the time. The Contractor shall secure a city water meter by presenting a deposit for \$1,750.00 in the form of a certified check made out to The City of Aurora to the Water Billing Department on the First Floor of 44 E. Downer Place, Aurora, Illinois. The name of the Contractor and their Social Security Number or Tax ID number will be required. The Contractor will take the resulting forms to the Main Pumping Station located at Route 25 and Indian Trail Road where the city water meter shall be provided. The Contractor will be fined, according to ordinance, which will be deducted from moneys due, for each unauthorized use of City water regardless of the amount of water used or the reason for unauthorized use.

SP G.3 – SURFACE RESTORATION

The Contractor shall be responsible for performing any surface restoration required due to damages caused by storing material and/or equipment outside the areas to be excavated. The surface restoration shall be performed in accordance with the plans and specifications or as directed by the Engineer and shall be at the Contractor's expense.

SP G.6 - TRENCH BACKFILL, PIPE BEDDING, AND COVER

All select granular material shall meet IDOT specifications and shall be either crushed limestone or crushed gravel. IDOT material certification shall be required for all granular material. Material excavated as part of this project shall not be processed on site for re-use.

Pipe Bedding

Pipe bedding shall consist of over-excavation of the trench bottom and refilling to proper grade in accordance with the trench backfill details included in the plans.

The cost of supplying and installing the aggregate bedding shall not be paid for separately, but shall be considered incidental to the project.

Haunching

Pipe Haunching shall consist of compacted aggregate for the full width of the trench to the spring line for the reinforced concrete pipe or ductile iron pipe and to one foot (1') above the top of the pipe for PVC pipe in accordance with the details included in these plans.

The cost of supplying and installing the aggregate haunching shall not be paid for separately, but shall be considered incidental to the cost of the pipe.

Trench Backfill

Trench backfill shall be placed in accordance with the "Standard Specifications for Water and Sewer Main Construction in Illinois" and the Trench Backfill Detail as shown on the plans.

Place Trench Backfill material to required elevations, for each area classification listed below:

Under grassed areas:

Satisfactory excavated or borrow material, approved by the Engineer.

Under pavements:

Select Trench Backfill of compacted CA-6 crushed limestone or CA-6 crushed gravel.

Place backfill materials evenly adjacent to structures or piping to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping by carrying material uniformly around structure of piping to approximately same elevation in each lift.

Compaction Jetting and Water Soaking

The holes through which the water is injected in the backfill shall be placed in a grid pattern at intervals of not more than four feet (4'). Additional holes shall be provided if deemed necessary by the Engineer to insure adequate settlement. All holes shall be jetted and shall be carried to a point one foot (1') above the top of the pipe. Drilling the holes by means of augers or other mechanical means will not be permitted. Care shall be taken in jetting to prevent contact with or other disturbance to the pipe.

The water shall be injected at a pressure and rate sufficient to sink the holes at a moderate rate. After a hole has been jetted to the required depth, the water shall be injected until it begins to overflow the surface.

Mechanical compaction shall be performed in accordance with the Standard Specifications for Water and Sewer Construction in Illinois.

Surface depressions resulting from backfill subsidence caused by compaction shall be filled and re-compacted by tamping or rolling to the satisfaction of the Engineer.

Measurement and Payment

The cost of supplying and installing the aggregate bedding and haunching shall not be paid for separately, but shall be considered incidental to the contract.

The cost of supplying and installing the initial and final Select Granular Trench Backfill shall be paid for at the contract unit price per CUBIC YARD (CY) for SELECT GRANULAR TRENCH BACKFILL. Section 20 of "Standard Specifications for Water and Sewer Main Construction in Illinois" shall be used to determine the quantity of Select Trench Backfill that will be eligible for payment. The depth used for the purposes of calculating the quantity of trench backfill that is eligible for payment shall be from the top of the haunching to the bottom of the proposed surface improvements. The thickness of the proposed surface improvements, including the thickness of the aggregate base (CA-6) of the pavement patch shall not be included in the depth used to calculate the volume of trench backfill that will be eligible for payment.

SP G.7 – COMPACTION REQUIREMENTS

The Contractor shall control soil compaction during construction in order to provide the minimum percentage of maximum or relative density as specified for each area of classification indicated below:

Percentage of Maximum Density Requirements

Compact soil to not less than the following percentages of maximum density for soils which exhibit a well-defined moisture density relationship (cohesive soils) determined in accordance with ASTM D 1557; and not less than the following percentages of relative density, determined in accordance with ASTM D 2049, for soils which will not exhibit a well-defined moisture-density relationship (cohesionless soils).

Pavement, Drives, and Sidewalks

Compact the top twelve inches (12") of sub-grade and each layer of backfill material at 95% of the materials maximum density at optimum moisture content as determined by the modified proctor test.

Lawn or Unpaved Areas

Compact the top six inches (6") of sub-grade and each layer of backfill material at 85% maximum density for cohesive soils and 90% relative density for cohesionless soils.

Rain garden Areas: In order to maintain permeability, the contractor shall avoid activities within the rain garden areas that cause compaction. After the pavement and sidewalk are removed, the contractor shall not encroach upon the rain garden area with any type of excavation machinery. Excavators or back hoes shall be operated from outside of the rain gardens.

Moisture Control

Where sub-grade and each layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of sub-grade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

SP G.9 - PIPE AND PRE-CAST CONCRETE STRUCTURES MATERIAL TESTS

All pipe and pre-cast concrete structures shall be tested and inspected for compliance with the appropriate A.S.A., A.S.T.M., and Manufacturer's Specifications by a reputable Testing Company approved by the Engineer. Prior to delivering pipe and pre-cast concrete structures to the job site, all approved pipe and pre-cast concrete structures shall be marked by the testing company and two (2) copies of the satisfactory test reports shall be provided to the Engineer. Any pipe or pre-cast concrete structure delivered to the site without proper markings or without test reports in the possession of the Engineer will be rejected for use.

SP G.10 – STRUCTURE TAPS

This work shall consist of connecting proposed sewers to existing manholes, catch basins and inlets in accordance with the plans, details, and these specifications, and shall include all excavation, sheeting, shoring, dewatering, supporting adjacent utilities and structures, core drilling and all other appurtenant work. **The Contractor shall be responsible for any and all damages to existing utilities.** If the Engineer determines an existing structure is to be re-used in lieu of replacement, the cost for connecting the proposed sewer to the existing structure shall be included in the cost for the structure tap.

In the event that the structure tap is to be performed on a sanitary manhole, the work shall include the installation of a rubber boot in accordance with the details and FMWRD requirements. A rubber boot will not be required for connections to storm sewer structures. This work shall be paid for at the contract unit price per EACH for STORM STRUCTURE TAP or SANITARY STRUCTURE TAP for the size specified in the bid proposal.

SP G.13 – EXPLORATORY EXCAVATION

This work shall consist of excavating exploratory trenches in pavement for the purpose of ascertaining the horizontal and vertical alignment of existing underground utilities within the construction limits of the proposed improvements. A symbol may be shown on the Plans to identify the approximate location of the exploration trench. The Engineer may require the Contractor to perform exploration trenches not shown on the Plans.

The work shall be done a minimum of one (1) week prior to the start of the construction of the proposed improvement and before any structures are ordered by the Contractor. The trench shall be of sufficient length and depth to obtain the horizontal and vertical location and size of

the underground utility. After the hole has been inspected by the Engineer, the Contractor shall backfill the hole with selected granular trench backfill and shall place temporary pavement.

This work shall be paid for at the contract unit price per FOOT for EXPLORATORY EXCAVATION up to the depth specified. This unit price shall include all necessary saw cutting, pavement removal, excavation, removal of spoil off-site, backfilling, and placement of temporary pavement if necessary.

SP ST.1 – STORM SEWERS

This item consists of furnishing all labor, material, and equipment necessary to perform the work required under this Special Provision. It shall consist of hauling and distributing all pipes, fittings, bends, wyes, accessories and shall also include the excavation of trenches to the required depth; sheeting, bracing and supporting the adjoining ground, structures, or utilities, both above and below ground as required; tree pruning, providing barricades, guards and warning lights, laying and testing the pipe, backfilling and consolidating the trenches; dewatering the underlying soil stratum; provide flow by-passing; bracing and/or relocation of power poles; relocating existing services; cleaning and restoration of the work site and maintaining the streets or other surfaces over the trenches as required. This work shall not include surface restoration where unit prices are provided in the Bid Proposal. All costs associated with time delays due to the relocation of utilities found to be in conflict with the proposed improvements shall be considered incidental to the contract.

Any trees, bushes, manmade surface structures, fences, signs, sanitary sewers, culverts, etc. which are close in proximity to the proposed improvements and therefore disturbed, damaged or removed due to construction shall be fully restored to the original condition and to the satisfaction of property owners adjacent to said work and the Engineer. The work, materials and all other appurtenances related to the above mentioned restoration shall be incidental to the Contract, unless a unit price is provided for said work in the Bid Proposal.

Adjustments to the proposed line and grade may be directed by the Engineer in the field. Any additional work required due to installing the proposed sewer deeper than shown on the plans shall be considered incidental to the increased quantity of select granular trench backfill.

The Contractor shall submit a detailed description of the pipe laying method(s) to be used for approval by the Engineer at the preconstruction meeting.

If unsuitable soil conditions are encountered, the Contractor shall be required to undercut the soil below the proposed sewer. The depth and limit of the undercut shall be determined by the Engineer. The Contractor shall be required to excavate to the depth determined by the Engineer and shall replace the excavated base with CA-1 or CA-7 as directed by Engineer. The excavated material shall be disposed of off-site in accordance with special provision H.6 DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL. The costs associated with undercutting the proposed sewer including, excavation, shoring, hauling, dewatering, providing and backfilling with CA-1 or CA-7 shall be included in the bid unit price per CUBIC YARD for UNSUITABLE SOIL REMOVAL AND REPLACEMENT.

Storm sewers shall be constructed of the following material, unless otherwise noted in the plans:

1. Reinforced Concrete Pipe (ASTM Designation C-76, Wall Thickness B). The pipe shall be class IV or as indicated in the plans, with ASTM C-361 "O" Ring Gasket Joints.
2. Ductile Iron Pipe (DIP), cement lined, Class 52 A.N.S.I. Specifications A-21.51 with push-on joint with polyethylene wrapping.

Measurement for storm sewers will be made along the centerline of pipe with no deductions for fittings, bends, wyes, or structures. Where the storm sewer ends at a structure, or where there is a change in size, measurement will be made to the center of said structure.

Payment will be made at the contract unit price per FOOT (FT) for STORM SEWER, of the type and size specified and shall include excavation, dewatering and all appurtenances.

SP ST.2 – STORM MANHOLES

New storm manholes shall be constructed of pre-cast reinforced concrete in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois, and the details included in the Plans. Non-shrinkable grout shall be required in the opening left around the pipe connections in the manhole wall.

All manhole components, including cast iron frame, adjusting rings, cone and barrel sections shall be sealed watertight with 1" x 1" butyl rope joint sealants, compressed to manufacturer's specifications. The inside joints of manhole sections, adjusting rings, and frame shall not be required to be mortared. However, the area around the pipe and between the pipe and flow channel shall be filled with cement mortar to provide a flush smooth surface.

This work shall also include the installation of a Class SI PCC bench in accordance with the details

Each manhole shall be furnished with a cast iron frame and cover as specified in the Plans (or approved equal). The cover shall have the words "City of Aurora" cast into the top, in two (2) inch high lettering. The structures shall be constructed to allow for a minimum of 6" and a maximum of 12" of adjusting rings. Any adjustment to the proposed structure required to match existing or proposed conditions, shall be incidental to this item. Type 1 frames and closed lids shall be Neenah R-1713-A or approved equal.

Existing frames and lids not being reused shall be delivered to 649 S. River St., Aurora at the location shown by City personnel.

Payment will be made at the contract unit price EACH for STORM MANHOLE, of the type and diameter specified, constructed in accordance with the detail shown on the plans, which price shall include the cost of furnishing and installing the specified frame and lid, excavation, dewatering, installation of new manhole, selected granular trench backfill, removal and disposal off site of existing storm structures (if present), sealing pipes with brick and mortar found to be connected to the existing structure being replaced as directed by the Engineer in the field, and connection of new or existing pipes to the manhole.

SP ST.3 – CATCH BASINS

New catch basins shall be constructed of pre-cast reinforced concrete in accordance with Standard Specifications for Water and Sewer Main Construction in Illinois, and the details included in the Plans. Non-shrinkable grout shall be required in the opening left around the pipe connections in the manhole wall.

All catch basin components, including cast iron frame, adjusting rings, cone and barrel sections shall be sealed watertight with 1" x 1" butyl rope joint sealants, compressed to manufacturer's specifications. The structures shall be constructed to allow for a minimum of 6" and a maximum of 12" of adjusting rings. Any adjustment to the proposed structure required to match existing or proposed grade, shall be incidental to this item.

The inside joints of catch basin sections, adjusting rings, and frame shall not be required to be mortared. However, the area around the pipe and between the pipe and flow channel shall be filled with cement mortar to provide a flush smooth surface.

Frames shall be Neenah R-3015 or approved equal, and shall have two 6"X8" openings cut in the back of the frame to allow stormwater to enter the raingardens.

Infiltration catch basins shall not have bottoms and shall sit on 1.5 feet of CA-7 washed stone or gravel. The bottom of the catch basin shall be filled with 1 foot of CA-7 washed stone or gravel, and 1.5 feet of washed gravel. The top of the gravel within the catch basin shall be 2 feet below the invert of the lowest pipe invert.

Existing frames and grates not being reused shall be delivered to 649 S. River St., Aurora, at the location shown by City personnel.

Payment will be made at the contract unit price EACH for "Pre-Cast Catch Basin" and "Precast Infiltration Catch Basin" of the diameter indicated which shall include the cost of all excavation, weep holes, drainage fabric, selected granular backfill and furnishing and installing the specified frame and grate, removal and disposal off site of existing storm structures (if present), sealing pipes with brick and mortar found to be connected to the existing structure being replaced as directed by the Engineer in the field, and connection of new or existing pipes to the new storm structure.

SP ST.7 – FURNISH NEW FRAME AND LID

Furnish and install a new frame and watertight lid with concealed pickhole as specified on the Plans. The lid shall have the following words cast into the top, "City of Aurora" or "Fox Metro Water Reclamation District". This item will be considered incidental to new or replacement structures, and is only intended for replacement of existing frames with the frame and grate specified on the engineering plans. Type 1 frames & closed lids shall be Neenah R-1713 or approved equal. Type 24 frames and grates shall be Neenah R-3526-L or approved equal. Type 3V frames and grates shall be Neenah R-3278-AL or approved equal.

Payment will be made at the contract unit price EACH for FURNISH AND INSTALL NEW FRAME & LID, and FURNISH AND INTSALL NEW FRAME & GRATE – for the type indicated on the plans.

SP ST.9 – PERFORATED UNDERDRAIN:

This work shall consist of providing and installing a perforated PVC underdrain and PVC clean out in conformance with the plans, specifications, and as directed by the Engineer in the field.

The perforated underdrain shall be PVC SDR-35 with 1/4" holes drilled at 10 o'clock and 2 o'clock on 6" centers. The perforated underdrains shall be provided with a mechanical water tight plug in the catch basin to which it attaches.

The clean out shall be PVC SDR 35 and shall be fit with a removable screw on cap.

Connecting the underdrain to existing structures shall include coring a hole in the existing structure, sealing the hole with hydraulic cement after installation of the underdrain, and providing a mechanical water tight plug in the existing structure.

The installation of the underdrain shall be paid for at the contract unit price per FOOT for "Perforated Underdrain", of the type and size specified and shall include excavation, dewatering, trench bedding, mechanical water tight plugs, and all appurtenances.

The installation of the cleanout shall be paid for at the contract unit price per EACH for "Cleanout", of the type and size specified and shall include excavation, dewatering and all fittings and appurtenances.

The connecting the proposed underdrain to existing storm structures shall be paid for at the contract unit price per EACH for "Structure Tap – 6" Dia.", and shall include excavation, dewatering, mechanical coring of the existing PCC structure, mortar, and appurtenances.

SP 40 – RAIN GARDEN EXCAVATION:

The rain gardens consist of shallow depressional areas that are intended to infiltrate stormwater and allow native vegetation to absorb some of the pollutants commonly found in urban stormwater runoff.

In order to avoid compacting the subgrade within the rain garden areas, the excavation required to create the rain gardens shall be accomplished by using an excavator, backhoe or other similar equipment that can be staged outside of the limits of the rain garden. Due to the presence of existing underground utilities, hand digging and or the use of a mini- excavator may be required for a portion of the rain garden excavation.

Excavation required to construct the rain garden areas to the proposed elevations shown on the plans or as directed in the field by the Engineer shall be paid for at the contract unit price per CUBIC YARD for "Excavation" which shall be payment in full including excavation necessary to place mulch, engineered topsoil, and construct limestone walls, including hauling and disposal of excavated material off site.

Method of measurement for "Excavation": The quantity eligible for payment shall be determined by surveying the excavated ground elevations and subtracting from the existing ground elevations.

A trench shall be constructed along the length of the rain gardens. The trench shall be backfilled with CA-16 washed gravel. The depth of the trench will vary from location to location. The typical depth will be approximately 3.5 feet to 4.5 feet below the proposed bottom elevation of the raingarden. The minimum width of the trench shall be 2 feet wide. The construction of the infiltration trench shall be paid for at the contract unit price per Cubic Yard for "Porous Granular Embankment, CA-16 Washed Gravel" which shall be payment in full for all labor equipment and material necessary to excavate the trench to the depths as directed in the field, disposal of spoils off site, and supply and install the CA-16 washed gravel.

Method of measurement for "Porous Granular Embankment CA-16 Washed Gravel" shall be per TON based on load tickets for material installed on site, as verified by the Engineer in the field.

Any excavation required for the installation of storm sewers, water main, catch basins, manholes, electrical conduit or pole foundations shall be considered incidental to the improvement being installed.

SP 41 – HARDWOOD MULCH:

This work shall consist of providing hardwood mulch in conformance with the plans, specifications, and as directed by the Engineer in the field.

Mulch shall be double processed shredded bark and wood chips, free of other foreign material. Mulch shall be naturally dark brown in color. The mulch shall not be colored artificially.

Provide hardwood mulch meeting the requirements for surface mulch layer as described in Section II. B. 5. b. of the Wisconsin Department of Natural Resources (WDNR) Conservation Practice Standard 1004 - Bioretention for Infiltration available on the WDNR website.

This work shall be paid for at the contract unit price per SQUARE YARD for "Hardwood Mulch", of the thickness specified in the bid proposal, which shall be payment in full for all material, labor, and equipment necessary to complete the work in accordance with the plans, specifications, and as directed by the Engineer in the field.

SP 42 – ENGINEERED TOPSOIL:

This work shall consist of providing engineered topsoil in conformance with the plans, specifications, and as directed by the Engineer in the field.

The Engineered Top Soil shall consist of 40 percent sand, 40 percent topsoil, and 20 percent compost as described in Section II. B. 6. d. of the Wisconsin Department of Natural Resources (WDNR) Conservation Practice Standard 1004 - Bioretention for Infiltration. The compost shall meet the requirements of WDNR Specifications S100-Compost available on the WDNR website.

The contractor shall ensure that all other work preparatory to the placement of the Engineered Topsoil including but not limited to excavation, storm sewer construction, storm catch basin construction, concrete curb and gutter, depressed curb and gutter, sidewalk, land stone storage layer is complete prior to placement of the Engineered Topsoil. The subgrade in the planting areas shall be constructed to the elevations shown on the plans prior to the placement of the Engineered Topsoil. The subgrade shall be loosened by disking or rototilling prior to placing the top soil.

The Contractor shall thoroughly and evenly mix the sand, compost, and topsoil to the specified proportions on site. Engineered topsoil shall be placed in lifts of not more than one foot in depth. The Contractor shall take steps to induce mild settling of the engineered topsoil to prepare a stable planting medium and uniform rain garden surface elevation. Vibrating plate-style compactors shall not be used to induce settling. After inducing mild settling, provide additional engineered topsoil to create a uniform rain garden surface elevation as shown on the drawings. The contractor shall not over compact the engineered top soil. If segregation occurs during placement, the engineered top soil shall be re-mixed with a rototiller or by other suitable methods.

INSPECTION REQUIREMENTS

- A. Schedule an inspection of sand and compost before mixing.
- B. Schedule an inspection of Engineered Topsoil after mixing but before placement.
- C. Schedule an inspection of in place Engineered Topsoil prior to commencement of planting.

This work shall be paid for at the contract unit price per TON for "Engineered Topsoil", based on load tickets for material installed on site, as verified by the Engineer in the field, which shall be payment in full for all material, labor, and equipment necessary to complete the work in accordance with the plans, specifications, and as directed by the Engineer in the field.

SP R.1 – SAW CUTTING

When called for on the plans or where directed by the Engineer, the Contractor shall saw-cut existing bituminous concrete and/or Portland cement concrete pavement full depth to penetrate the base and sub-base, so as to completely separate the existing pavement to be removed from that to remain. It is the Contractor's responsibility to determine the thickness of the existing

pavement and whether or not it contains reinforcement.

The work shall be performed in such a manner that a straight, vertical joint will be obtained. The saw cutting shall be done prior to the commencement of removal operations. Care shall also be taken by the Contractor so as not to damage the remaining pavement or surface directly adjacent to the pavement or surface to be removed. Any damage to the existing pavement or surface resulting from removal operations shall be repaired at the Contractor's expense, as directed by the Engineer.

The saw cutting shall be performed on both sides of the trenches for the proposed underground utilities. This work shall be performed prior to the commencement of the installation of the improvements as specified. It shall be the Contractor's responsibility to lay out the locations for the proposed saw cuts.

This work shall not be paid for separately, but shall be considered incidental to the contract unit prices. Saw cutting required for items not listed above or designated elsewhere in the special provisions shall be considered incidental to the project.

SP R.2 - TEMPORARY DRIVEWAY SURFACE, AND TEMPORARY PAVEMENT SURFACE

Restoration of all improvements on public property is to be done in an expeditious manner. Failure to conform to these requirements will result in the City causing such work to be done. All costs of such work, including administrative costs, will be charged to the Contractor along with a \$500.00 penalty for each occurrence on Driveways, Local Roads and Minor Arterials, and \$500.00 for each hour per occurrence on Major Collectors and Arterials during the peak traffic hours Monday through Friday between 7 AM to 9 AM and 3 PM to 7 PM, during non-peak hours the penalty shall be \$500 per occurrence whereby the City must invoke this provision. The parties agreeing that actual damages to the City of Aurora would be uncertain and difficult to calculate and the amount of such liquidated damages is a reasonable estimate of the supervision costs likely to be incurred by the City of Aurora as a result of the Contractors failure to temporarily or permanently restore public property as required.

PRIOR TO THE REMOVAL OF ANY PAVEMENT OR DRIVEWAYS, THE CONTRACTOR SHALL HAVE TEMPORARY PAVEMENT ON SITE, IN ORDER TO ENSURE THAT THE TEMPORARY PAVEMENT IS IN PLACE THE SAME DAY THAT THE EXISTING PAVEMENT IS REMOVED.

Parkways

Parkways must be graded to meet existing grade and cleaned of any construction debris immediately following excavation.

Driveways

A cold mix **temporary surface** is required the same day of excavating the drive approach or the curb adjacent to the drive approach. The Contractor shall provide a temporary approach for all driveways across the width of the approach until the final surface is placed. Temporary driveways shall be inspected at the end of all workdays or in a timely manner to ensure the driveway surface remains usable to the satisfaction of the Engineer. Special attention shall be taken for handicapped residents or residents who may need imminent emergency care (expectant mothers, etc.). The Contractor and Engineer will work to identify special-needs residents to assure they have access to traffic or special vehicles at all times.

Local Streets and Minor Collectors

The contractor shall place cold mix at street intersections, and/or at other locations as directed by the Engineer the same day of excavating the pavement. Cold Mix shall have a minimum of two inches (2") thickness. The temporary surface shall be removed prior to placing the permanent

pavement. The temporary surface shall be maintained so that it will provide a smooth, usable surface with a minimum of distraction to traffic to the satisfaction of the Engineer. The contractor shall be responsible for coring through the cold patch in order to jet trenches. After the trenches are thoroughly jetted and consolidated, additional cold patch shall be applied. At all locations where cold mix is not installed, the contractor shall place and maintain a CA-6 crushed limestone surface. Holes shall be backfilled or steel-plated over weekends and holidays. The permanent patch to City specifications must be in place as soon as possible.

Special attention shall be taken for handicapped residents or residents who may need emergency trips to a hospital. The Contractor, as directed by the Engineer, shall work with special-needs residents to assure they have special access to traffic and/or special vehicles at all times.

Arterials and Major Collectors

The contractor shall place Hot Mix Asphalt (HMA) at all excavated locations within active travel lanes and intersections, and at other locations as directed by the Engineer. The HMA depth shall have a minimum of two inches (2") thickness. The temporary surface shall be maintained so that it will provide a smooth, usable surface with a minimum of distraction to traffic to the satisfaction of the Engineer. The contractor shall be responsible for coring through the temporary pavement in order to jet trenches. After the trenches are thoroughly jetted and consolidated, additional temporary pavement shall be applied. As an alternative, the contractor may use cold mix asphalt. If cold mix is used, the contractor shall inspect, repair and/or replace cold mix at all actively travelled locations, and at other locations as directed by the Engineer, on a daily basis when the temporary patch exceeds 1-inch of deviation (above or below) from the adjacent pavement or when excessive tracking of material occurs. Cold mix must be compacted with vibratory or heavy equipment – hand tamping shall not be allowed. Tracking of cold mix onto the travelled lanes shall be cleaned on a daily basis during off-peak traffic hours. The contractor may use steel-plates, secured in place, to cover open excavations during weekends and holidays with appropriate warning signage. The use of CA-6 crushed limestone as a temporary patch is prohibited. The temporary surface shall be removed or repaired prior to placing the permanent pavement. HMA in good condition may be allowed to remain in place at the Engineer's discretion. Cold mix shall be removed and replaced with permanent pavement.

Special attention shall be taken for handicapped residents, residents who may need emergency trips to a hospital, and businesses and emergency services needing 24-hour access for public safety. The Contractor, as directed by the Engineer, shall work with special-needs residents, businesses, and services to assure they have special access to traffic and/or special vehicles at all times.

Measurement and Payment

The installation and maintenance of the Cold Mix temporary surface shall be paid for at the contract unit price per SQUARE YARD (SY) for TEMPORARY PAVEMENT, 2".

SP R.3 – HOT MIX ASPHALT PAVEMENT REMOVAL AND REPLACEMENT

This work shall consist of saw cutting, removing, and disposing of the existing roadway pavement and replacement with Hot Mix Asphalt pavement and aggregate base course in accordance with the IDOT Specifications, and as shown on the plan details. This work shall be performed after the successful completion of a proof roll.

The cut faces of the existing pavement shall be primed with RC-70.

Damages to existing pavement due to construction traffic and track machinery shall be repaired according to these specifications, to the limits dictated by the Engineer. The repair of damages to existing pavement due to construction traffic and track machinery shall **not** be paid for, but shall

be fully repaired at the Contractors expense.

Prior to the placement of any permanent pavement, the contractor shall perform a proof roll in accordance with the latest addition of the IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

Measurement and Payment

This work shall be paid for at the contract unit price per SQUARE YARD (SY) for CLASS D PATCHING of the thickness specified, which price shall be payment in full for all labor, materials including aggregate base, and equipment necessary to perform this work in accordance with the plans, details, and specifications.

SP R.6 – COMBINATION P.C.C. CURB & GUTTER SPECIAL

This work shall consist of the removal existing and the installation of new combination P.C.C. (Portland cement concrete) curb & gutter of the type and size matching that which exists, or as directed by the Engineer, by method and materials specified in Articles 606 and 1020 of the "Standard Specification for Road and Bridge Construction". The new combination P.C.C. curb and gutter shall be installed in locations where the work has caused damage or loss of the existing curb, or as shown on the plans.

Removal of P.C.C. curb and gutter shall include saw cutting where construction or expansion joints are not available.

Construction of combination P.C.C. curb and gutter shall include:

1. The excavation for, the supplying and placement of, four inches (4") compacted CA-7 Aggregate base.
2. The placement of Class "SI", P.C.C. (Portland cement concrete) per the detail shown on the plans.
3. The placement of reinforcement per the detail shown on the plans.
4. The drilling and placement of dowel bars with grease caps into the existing adjoining concrete.
5. The placement of contraction joints, expansion joints, and construction joints per the detail and table shown on the plans.
6. The application of curing compounds for Portland cement concrete per the detail shown on the plans.
7. Placement of Class "SI" P.C.C. patch in front of the new curb per the detail shown on the plans
8. HMA surface course patch in front of new curb
9. The backfilling of curb & gutter with material approved by the Engineer.

This work shall be paid for at the contract unit price per FOOT (FT) for COMBINATION P.C.C. CURB & GUTTER REMOVAL AND REPLACEMENT SPECIAL.

SP R.7 – P.C.C. SIDEWALK REMOVAL AND REPLACE, 5" / DETECTABLE WARNINGS

This work consist of removing the existing sidewalk and placing a Portland Cement Concrete Sidewalk in accordance with Section 424 and 440 of the Standard Specifications, the details included and as directed by the Engineer.

The Contractor shall saw cut, remove and dispose of sidewalks marked in the field for removal and prepare the subgrade to provide for the proposed sidewalk and 2" of compacted granular

material, CA-6.

At locations where a handicap sidewalk will be installed and/or the grade of the curb has been changed, the Contractor shall excavate subbase and subgrade as required to properly construct the lowered sidewalk.

Sidewalk shall be completely formed with lumber of 1½" nominal thickness and held securely in place with stakes.

All replacement sidewalks shall be a minimum of 5" thick. Sidewalk through driveways shall be increased to 6" thick for residential and 8" thick for commercial drive approaches. Sidewalk curb ramps shall be increased to 6" thick. The additional thickness will not be paid for separately but shall be considered incidental to Sidewalk Removal and Replacement.

At locations as directed by the engineer, the contractor shall excavate sod, topsoil and other material to install subbase granular material and a new sidewalk. Subbase thickness at these locations shall be 4". Earth Excavation required for this work will not be paid for separately but shall be considered incidental to this item.

Sidewalk curb ramps with detectable warning surface shall be constructed according to Standard 424001 and the details included. The Detectable Warning area shall be Red Color and 2' X 5' in size.

This work will be paid for at the contract unit price per SQUARE FOOT (SF) for SIDEWALK REMOVAL AND REPLACEMENT, 5" and DETECTABLE WARNINGS, which price shall include all labor and equipment necessary to remove the existing sidewalk, excavation, subbase material, disposal and placing sidewalk and furnishing and installing detectable warnings as specified herein. Root cutting and disposal of roots shall be considered incidental to this item.

SP R.9 – SEEDING - AURORA MIX:

This work shall consist of re-establishing swales and ditch lines, furnishing and placing 6" of pulverized top soil, fine grading, fertilizer, sowing of "Aurora Mix" grass seed by hand raking, and installing loose straw mulch stabilized with hydraulic mulch at the locations designated by the Engineer in accordance with the applicable portions of Section 250 and 251 of the "Standard Specifications for Road and Bridge Construction."

Fertilizer nutrients shall be applied to the prepared areas at a 9:18:9 ratio at a rate of 200 pounds per acre.

Aurora Mix:

The City of Aurora grass seed mixture consists of:

- 24.93% ASAP Perennial Ryegrass
- 24.46% Caddieshack Perennial Ryegrass
- 24.33% Goalkeeper Perennial Ryegrass
- 12.37% Geronimo Kentucky Bluegrass
- 12.29% Kentucky Bluegrass (variety not stated)
- 1.34% Inert Matter, 0.28% Crop, 0.00% weed

This mixture shall be sown in such a manner as to produce a growth of grass similar in quality and appearance to the grass of adjoining areas. Grass seed mix shall be proportioned by weight and planted at a minimum rate of eight (8) pounds per thousand (1,000) square feet. Seeds furnished shall be first grade in quality, high in germination, and free from weeds. Seed shall not

be sown in high wind, foul weather conditions, or when ground conditions are not proper in the opinion of the Engineer.

Within twenty-four (24) hours from the time seeding has been performed, the seeded area shall be covered with loose straw mulch and immediately stabilized in accordance with Method 2, Procedure 2 of Article 251.03 of the Standard Specifications.

The contractor shall notify the Engineer a minimum of 48 hours prior to performing any landscape restoration. The contractor shall demonstrate to the Engineer seeding and fertilizer applications rates prior to performing this work. Documentation regarding seed mixtures and fertilizer concentrations shall be provided to the Engineer prior to performing this work. In the event that the contractor fails to adhere to these requirements, the work shall not be eligible for payment.

This work shall not be considered complete until a mowable weed-free stand of grass is obtained.

Measurement and Payment: The work specified herein shall be paid for by the contract unit price per SQUARE YARD (SY) for SEEDING – AURORA MIX, which price shall be payment in full for all labor, materials, and equipment necessary, including pulverized top soil, loose straw mulch covered with hydraulic mulch, and all other appurtenances required to perform this work in accordance with the plans, details, and specifications.

SP R.10 DRYWALL LIMESTONE CONCEALMENT BRIDGE:

Description: This work shall consist of installing a cut drywall limestone retaining wall in accordance with the plans, specifications, and as directed by the Engineer in the field.

Materials: The stone used for the retaining wall shall conform to the following requirements:

- A. Cut drywall stone shall come from pre-approved, contractor supplied stone sources. Samples of the specified material shall be submitted for approval by the Engineer prior to placement.
- B. Cut drywall stone shall be free of cracks, seams, weak bedding planes, and other defects that would unduly increase its deterioration from natural forces.
- C. Cut drywall stone shall be free from sand, silt, clay, rock fines, and other materials not meeting the requirements of this section.
- D. Cut drywall stone shall be Fond du Lac stone such as quarried by Halquist Stone, or approved equal.
- E. Cut drywall stone may vary in size, but shall conform to the following dimensions.
 1. Thickness (vertical height): nominal 8", minimum 5"
 2. Depth (front to back): nominal 12", minimum 10"
 3. Width (longest dimension): as needed to fully span catch basin frame.
 4. Approximately 20 face foot per ton (8" Depth)
- F. Cut drywall stone shall have a matrix color of buff or light brown, and shall be approved by the Engineer prior to placement.

Cut Drywall Stone Placement:

- A. The cut drywall stone shall be set upon and leveled on a CA-16 bedding base course. Bedding stone shall be compacted.
- B. Bottom of stone wall (bottom of lowest stone) shall be placed 6 inches below finished surface of the rain garden.

- C. The stone base course shall not be placed until the subgrade surface, and bedding stone on which it is to be placed have been inspected and approved by the Engineer.
- D. Cut drywall stone shall be carefully placed to the lines, grades, and thickness specified. Placement shall be accomplished in a manner to avoid segregation of stones by size or shape. If necessary, individual stones shall be rearranged at the direction of the Engineer. Stones shall be securely nested such that individual stones are firmly in contact with adjacent stones and the finished mass contains the least practical amount of void space.
- E. Cut drywall stone shall be carefully placed onto the prepared bedding stone base, and shall not be dropped onto geotextile fabric or bedding stone.
- F. Courses of cut drywall stone shall be laid level and true.

Inspection Requirements

- A. Schedule an inspection of surface preparation.
- B. Schedule an inspection of geotextile placement.
- C. Schedule an inspection of in-place compacted bedding stone prior to stone placement.
- D. Schedule an inspection of cut drywall stone prior to placement.
- E. Schedule an inspection of stone placement.
- F. Schedule an inspection of stone wall backfill.

Method of Measurement: CUT DRYWALL LIMESTONE RETAINING WALL shall be determined by measuring the area of the vertical face of the wall.

Basis of Payment: DRYWALL LIMESTONE CONCEALMENT BRIDGE shall be paid for at the contract unit price per EACH, which shall be payment in full for all labor, material and equipment required to complete this work specified herein.

SP R.11 RIVERSTONE MAT:

Description: This work shall consist of installing granite stone cobbles as energy dissipaters at curb opening structures and curb opening castings in accordance with the plans, specifications, and as directed by the Engineer in the field.

Materials: The granite stone cobbles shall conform to the following requirements:

- A. The stone cobbles shall come from pre-approved, contractor supplied stone source. Samples of the specified material shall be submitted for approval by the Engineer prior to placement.
- B. The stone cobbles shall be free of cracks, seams, weak bedding planes, and other defects that would unduly increase its deterioration from natural forces.
- C. The stone cobbles shall be free from sand, silt, clay, rock fines, and other materials not meeting the requirements of this section.
- D. The stone cobbles shall be of granite makeup such as quarried by Halquist Stone, or approved equal.
- E. The stone cobbles vary in size and shall conform to the following composition and dimensions for each curb opening.
 - 50% granite cobbles ranging from 4" to 6"
 - 25% granite cobbles ranging from 6" to 8"
 - 25% granite cobbles ranging from 8" to 12"

Granite Stone Cobble Placement:

- A. The cobbles shall be underlain with geotextile fabric as specified on the plans and in these specifications.
- B. The cobbles shall be set upon a CA-16 bedding course.

- C. Cobbles shall be placed 9" – 15" inches below finished surface of the rain garden slope.
- C. The cobbles shall not be placed until the subgrade surface, geotextile fabric, and bedding stone on which it is to be placed have been inspected and approved by the Engineer.
- D. Cobbles shall be placed to the percent makeup and thickness specified at each location. Placement shall be accomplished in a manner to avoid large voids between cobbles. If necessary, individual stones shall be rearranged at the direction of the Engineer. Stones shall be securely nested such that individual stones are firmly in contact with adjacent stones and the finished mass contains the least practical amount of void space.
- E. Void space between the granite cobbles are to be filled in with CA-7 crushed aggregate as not to bury or obstruct cobbles.

Inspection Requirements

- A. Schedule an inspection of surface preparation.
- B. Schedule an inspection of geotextile placement.
- C. Schedule an inspection of in-place compacted bedding stone prior to stone placement.
- D. Schedule an inspection of granite stone cobbles prior to placement.
- E. Schedule an inspection of stone placement and aggregate fill.

Basis of Payment: RIVERSTONE MAT shall be paid for at the contract unit price per square feet, which will be payment in full for all labor, material and equipment required to complete this work specified herein, including geotextile fabric, bedding, and aggregate fill.

SP R.12 PERENNIAL PLANTS:

Description: All work, materials and equipment shall conform to Sections 254 and 1081 of the "Standard Specifications for Road and Bridge Construction" except as modified herein.

Perennial plants shall be spaced 18" on center and planted in groups as specified in the planting plans.

All plant materials shall be free from insects and disease. Species shall be true to their botanic name as specified. The Contractor completing the work described in this section must submit documentation of prior experience and expertise in perennial planting and management work. Submit a minimum of three references, including contact names and phone numbers, who can verify these qualifications. No work shall be started until these qualifications have been approved. The Contractor must submit a complete listing of the source of all plant materials to be used. Include complete data on source, quantity, and quality. Plant materials shall not be delivered to the project site until this submittal has been approved.

The Contractor must submit material certificates for all plant materials to be used on the project. The material certificates must be signed by the nursery supplying the plant material. Planting may not begin until after approval of this submittal. Prior to the start of the Work, the Contractor shall submit their written schedules and methods for accomplishment of the Work. No Work shall be started until control schedules and methods of operations have been approved.

Prior to the start of the Work, the Contractor shall submit the name, qualifications, and contact information including phone number of the person(s) who shall direct this portion of the work. Said person(s) shall be competent at identification of plant materials to be utilized during the season the Work is to be completed, and shall be present at all times during execution of this portion of the Work.

Plant Materials:

- A. All plant materials shall be free from insects and disease. Species shall be true to their botanic name as specified.
- B. Refer to the Plans for species, sizes, and quantities.
- C. Each species shall be packaged individually to allow inspection by the Engineer. Containers containing multiple species shall be summarily rejected.
- D. All plant materials shall be nursery grown stock at least two years old, and must exhibit healthy vigorous growth as determined by the Engineer.
- E. Shipments/Delivery
 - 1. Any shipments/deliveries of plants shall be packaged and delivered so as to ensure the viability of the plant material.
 - 2. There shall be no plant deliveries on holidays without prior approval so as to allow for their inspection and approval.
 - 3. All plants shall be healthy, leafed out, and ready for immediate installation upon delivery. The Contractor shall replace any plants that are deemed inconsistent with these characteristics.
 - 4. No substitutions shall be made without prior consent of the Engineer. The Engineer may consider substitutions, and reserves the right to make additions and/or deletions of quantities and species depending upon plant availability.

Mulch:

- A. Mulch shall be double processed shredded bark and wood chips, free of other foreign material. Mulch shall be naturally dark brown in color. The mulch shall not be colored artificially.

Method:

- A. Ensure all other Work preparatory to planting including but not limited to excavation, storm sewer construction, storm catch basin construction, concrete curb and gutter, depressed curb and gutter, limestone retaining wall, rip rap, trench drain, and engineered topsoil placement is complete prior to commencing planting.
- B. Ensure engineered topsoil has been installed to specified elevation prior to commencement of planting.
- C. Deliver plant materials to project site after preparations for planting have been completed. Handle plant materials in accordance with best horticultural practices at all times.
- D. Plant materials shall be packed in such a manner as to insure adequate protection against wind damage, desiccation, and other physical damage while in transit.
- E. If planting is delayed more than four hours after delivery, keep plant materials in refrigerated container or set plants in shade protected from weather and mechanical damage, and keep moist and cool.
- F. All plant materials shall be subject to inspection and approval by the Engineer prior to installation.
- G. The Contractor shall stake, flag, or otherwise delineate the location(s) of each unique plant mass within each planting bed by providing labeled staking flags. The Engineer reserves the right to make minor adjustments to plant material locations without additional cost to the Owner.
- H. Excavate plant pits with hand tools. Plant pits shall be round with vertical sides and flat bottoms.
- I. When conditions detrimental to plant growth are encountered during excavation such as rubble fill, adverse drainage, or other obstructions, notify Engineer immediately prior to continuing with planting operations.
- J. Install all plant materials straight, true, and plumb.
- K. Remove container from container grown planting stock prior to placement in pit. If container grown stock is root bound, score sides and bottom of root mass.

- L. All plant materials shall be adequately heeled in to prevent desiccation and/or upheaval.
- M. If area to be planted was treated with herbicide, planting shall occur no less than 14 days after herbicide application.
- N. All plant materials shall be thoroughly watered by the Contractor immediately following planting. The Contractor shall be responsible for continued watering of all plant materials as necessary during guarantee period.
- O. All plant beds shall be mulched to a depth of 3" immediately upon planting. Mulch shall be kept out of the crown of plant materials and off buildings, sidewalks, light standards, and other structures. Do not mound mulch around the base of plant materials.
- P. Maintenance of all plantings shall begin immediately after planting. Provide watering, pesticide application, weed control, replanting, and continue as directed by the engineer until the period of establishment is met. Maintenance of planting areas will not be paid for separately, but is incidental to all other Work of this section for a period of **not less than 60 days**.
- Q. The Contractor shall be required to water all live plant material for a period of **not less than 60 days**. During this timeframe, the Contractor shall water once every 7 days. If additional watering is required due to extreme weather conditions, the contractor will be required to water per the direction of the Engineer and paid and the unit cost for SUPPLEMENTAL WATERING.
- R. The Contractor must notify the Engineer in writing of any concerns related to the project design prior to commencement of planting work. Later claims of non-performance resulting from project design will be rejected if concerns were not thoroughly and specifically described in writing by the Contractor prior to commencement of planting.

Inspection Requirements:

- A. Schedule an inspection of all plant materials prior to planting.
- B. Schedule an inspection of planting layout prior to planting.
- C. After planting has been completed, schedule an inspection of the Work.

Acceptance and Guarantee:

The Contractor shall guarantee no less than 100% of all plant materials shall be healthy and vigorous, as determined by the Owner, 60 days after final acceptance.

- 1. At no additional cost to the Owner, the Contractor shall replace all plant materials that do not meet any of the above criteria.

Method of Measurement: PERENNIAL PLANTS; #1 CONTAINER will be measured for payment per each regardless of the type specified.

Basis of Payment: This work will be paid for at 75% of the contract unit price per each for PERENNIAL PLANTS, #1 CONTAINER, after satisfactory installation has been performed and approved by the engineer. The remaining 25% of the contract unit price per PERENNIAL PLANTS, #1 CONTAINER will be paid for after the successful completion of all required replacement plantings and plant care.

SP R.13 TREE AND SHRUB PLANTING:

Description: All work, materials and equipment shall conform to Section 253 of the "Standard Specifications for Road and Bridge Construction" except as modified herein.

Revise Section 253.11 Mulch Cover: Within 10 days after planting mulch shall be placed in conformance with section 1081.06 of the standard specifications. Weed Barrier fabric shall be excluded.

Maintenance of all plantings shall begin immediately after planting. Provide watering, pesticide application, weed control and continue as directed by the engineer until the period of establishment is met. Maintenance of planting areas will not be paid for separately, but is incidental to all other Work of this section for the duration of the period of establishment as specified in section 253.14 of the standard specifications. After the period of establishment additional plant care will be paid for at the contract unit price per square yard for PLANT CARE.

Planting locations, size, species, and quantities are specified in the planting plans.

Method of Measurement: Trees and shrubs will be measured for payment in place as individual plants. Only acceptable plants will be measured for payment.

Basis of Payment: This work will be paid for at 75% of the contract unit price per each for several kinds and sizes of trees and shrubs after satisfactory installation has been performed and approved by the engineer. The remaining 25% of the contract unit price per shrub and tree will be paid for after the successful completion of all required replacement plantings and plant care.

SP R.14 - SUPPLEMENTAL WATERING:

Description: This work will include watering turf, trees, shrubs, and perennial plants at the rates specified and as directed by the Engineer.

Schedule: Watering will only begin after the successful completion of all period of establishment requirements.

Watering must be completed in a timely manner. When the Engineer directs the Contractor to perform supplemental watering, the Contractor must begin the watering operation within 24 hours of notice. Damage to plant material that is a result of the Contractor's failure to water in a timely manner or reckless application must be replaced at the Contractor's expense.

Source of Water: The Contractor shall notify the Engineer of the source of water used and provide written certification that the water does not contain chemicals harmful to plant growth.

Rate of Application: The expected rates of application for watering are as follows. The Engineer will adjust these rates as needed depending upon weather conditions.

Seeded Area:	5 gallons per square yard
Perennial Plants:	3 gallons per square yard
Shrubs:	10 gallons per shrub
Trees:	30 gallons per tree

Method of Application: A spray nozzle that does not damage small plants must be used when watering perennial plants or seeded areas. Water shall be applied at the base of the plant to keep as much water as possible off plant leaves. An open hose may be used to water trees and shrubs if mulch and soil are not displaced by watering. Water shall trickle slowly into soil and completely soak the root zone. The Contractor must supply metering equipment as needed to assure the specified application rate of water is being applied.

Method of Measurement: SUPPLEMENTAL WATERING will be measured in units of 500 gallons of water applied as directed.

Basis of Payment: This work will be paid for at the contract unit price per unit of SUPPLEMENTAL WATERING, measured as specified. Payment will include the cost of all water, equipment and labor needed to complete the work specified herein and to the satisfaction of the Engineer.

State of Illinois
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

I. SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or 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 under-utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability 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.
- (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, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of other 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 Illinois Department of Human Rights and the City of Aurora and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City of Aurora, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the City of Aurora and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every 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 all its Subcontractors; and further it will promptly notify the City of Aurora and the Illinois Department of Human Rights 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 subdivisions or municipal corporations.

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets
SPECIAL PROVISION
FOR
WAGES OF EMPLOYEES ON PUBLIC WORKS
Effective: January 1, 1999
Revised: January 2, 2013

1. Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates/rates.htm. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of not less than three years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted.

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.
4. Employees Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

CITY OF AURORA GENERAL SPECIFICATIONS
SECTION 1 - DEFINITION OF TERMS

1.1 ADVERTISEMENT

The word Advertisement shall mean and refer to the official notice as published in the Aurora Beacon News, a daily newspaper published in the City of Aurora, Illinois, inviting bids for the construction of this improvement.

1.2 A.S.T.M.

Wherever the letters A.S.T.M. are herein used, they shall be understood to mean the American Society of Testing Materials.

1.3 ATTORNEY

Wherever the word Attorney is used in these specifications or in the contract, it shall be understood to mean the Corporation Counsel of the City or designee.

1.4 BIDDER

Wherever the word Bidder is used, it shall be understood to mean the individual, firm, or corporation formally submitting a proposal for the work contemplated, or any portion thereof, acting directly or through an authorized representative.

1.5 BOARD

Wherever the word Board or a pronoun in the place of it occurs in these specifications, it shall be interpreted to mean the Board of Local Improvements of the City of Aurora, Illinois, and any of its authorized representatives provided, however, that such persons shall be understood to represent said Board to the extent of the special duties delegated to such representatives.

1.6 CITY CLERK

Wherever the term City Clerk is used herein, it shall be understood to mean the City Clerk of the City of Aurora, Illinois.

1.7 CITY COUNCIL OR COUNCIL

Wherever the term City Council, or Council, appears in these specifications it shall be taken to mean the City Council of the City of Aurora, Illinois.

1.8 CONTRACT

The term Contract shall be understood to mean the agreement covering the performance of the work covered by these general specifications, including the advertisement for bids, instructions to bidders, bid proposal, performance bond, these general specifications, supplemental specifications, special provisions, general and detailed plans for the work, standard specifications referred to in the special provisions, all supplemental agreements entered into and all general provisions pertaining to the work or materials thereof, all of which are collectively referred to as the "Contract Documents".

1.9 CONTRACTOR

Wherever the word Contractor occurs in these specifications, it shall be interpreted to mean the person or persons, firm, or corporation who submits a proposal and thereafter enters into the contract governed by these specifications as party or parties of the second part, and the agents, employees, workmen, heirs, executors, administrators, successors, or assignees thereof.

1.10 ENGINEER

Wherever the word Engineer is used in these specifications, it shall be interpreted to mean the City Engineer or his designee charged with directing and having charge of a portion of the project limited by the particular duties entrusted to him.

1.11 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

The MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, latest edition, as adopted by the Illinois Department of Transportation.

1.12 PAYMENT BOND

The term Payment Bond shall be understood to mean the bond executed by the Contractor and his surety guaranteeing the payment of all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to such principal for the purpose of performing the contract work.

1.13 PERFORMANCE BOND

The term Performance Bond shall be understood to mean the bond, executed by the Contractor and his surety, guaranteeing complete execution of the contract.

1.14 PLANS

Wherever the word plans is used in these specifications, it shall be understood to mean all drawings, sketches, and detailed plans or reproductions thereof pertaining to the construction involved.

1.15 PROPOSAL

Wherever the word Proposal is used, it shall be taken to mean the written proposal of the bidder on the form furnished for the work contemplated.

1.16 PROPOSAL GUARANTY

The term Proposal Guaranty shall be understood to mean the security designated in the Advertisement for Bids or Notice to Contractors to be furnished by the bidder as a guaranty of good faith to enter into a contract for the work contemplated

1.17 SPECIFICATIONS

Wherever the word Specifications is used it shall be understood to include all directions and requirements contained herein or referred to hereby, together with all special provisions and written agreements made or to be made pertaining to the work involved. All articles referred to in these general specifications when not qualified otherwise than by numbers, shall be understood to be articles from these general specifications.

1.18 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, latest edition, prepared by the Illinois Department of Transportation and adopted by said Department.

1.19 STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION

The STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION, latest edition, as adopted by the Illinois Society of Professional Engineers.

1.20 STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS

The STANDARD TRAFFIC SIGNAL SPECIFICATIONS, latest edition, as adopted by the Illinois Department of Transportation.

1.21 STATE

Wherever the word State is used herein, it shall mean the State of Illinois.

1.22 SURETY

The word Surety shall be understood to mean the individuals who are, or the corporate body which is bound with and for the Contractor for the acceptable performance of the contract, and for his payment of all debts pertaining to the work.

1.23 WORK

Wherever the word "Work" is used, it shall mean the work including all materials, labor, tools, appliances, equipment, and appurtenance necessary and incidental thereto to perform and complete everything specified or implied in the plans, specifications, and in the contract documents, in full compliance with all the terms and conditions thereof and in a good and workmanlike manner.

**SECTION 2
AWARD AND EXECUTION OF CONTRACT**

2.1 PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place specified in the advertisement, or as soon thereafter as the business of the City Clerk permits. Bidders, their authorized agents, and other interested parties are invited to be present.

2.2 AWARD OF CONTRACT

The decision of the award of the contract will be made as may be decided upon by the Council after bids have been opened and tabulated. The Contract shall be governed by the laws of the State of Illinois. No contract shall provide for arbitration of the parties.

2.3 BONDS AND INSURANCE

The bidder to whom the award of contract is made will be required under this contract to furnish a Performance Bond acceptable to the Engineer in the amount of one hundred percent (100%) of the full contract price, a Payment Bond, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

2.4 SUBLETTING OR ASSIGNMENT OF CONTRACT

The Contractor shall not sublet, sell, or assign all, or any portion of the contract, or of the work provided for therein, without the written consent and authorization of the City, and in no case shall such consent relieve said Contractor from either, any, or all of the obligations herein entered into, or change the terms of the obligations hereof.

2.5 FAILURE TO EXECUTE CONTRACT

In the event that said bidder fails or refuses to execute said contract and furnish said bonds within the period of ten (10) days after mailing notice of such award or within such additional number of days as the City may determine, then the sum deposited as a proposal guaranty by said bidder on the work so awarded may be retained by the City as liquidated damages and not a forfeiture. It is hereby agreed that said sum is a fair estimate of the amount of damages that the City will sustain in case said bidder fails to enter into the contract and furnish bonds as herein provided, said actual damages being uncertain in amount and difficult to determine in the event of such failure or refusal by the bidder.

2.6 VENUE FOR LEGAL ACTION

The venue for any legal action that may arise from this agreement shall be in Kane County, Illinois.

2.7 WAIVER OF TRIAL BY JURY

The Contractor agrees to waive trial by jury for itself and all of its contracts with sub-Contractors shall contain a provision waiving trial by jury in the event of any legal action which may arise from this agreement with the City of Aurora as a party litigant.

**SECTION 3
SCOPE OF THE WORK**

3.1 INTENT OF PLANS AND SPECIFICATIONS

The true intent of the plans and these specifications is to provide for the erection and completion in every detail of the work described herein, and it is understood that the Contractor will furnish all labor, materials, equipment, tools, transportation, and necessary supplies, such as may reasonably be required to execute the contract in a satisfactory and workmanlike manner and in accordance with the plans, specifications, and terms of the contract. Both parties must stipulate any deviation from these requirements in writing.

3.2 SPECIAL WORK

Should any construction conditions which are not covered by the plans and these specifications be anticipated or encountered during construction, Supplemental Specifications for such work will be prepared by the Engineer and shall be considered a part of these specifications, the same as though contained fully herein.

3.3 INCREASED OR DECREASED QUANTITIES

The right is reserved, without impairing the contract, to make such increase or decrease in the quantities of the work as may be considered necessary to complete fully and satisfactorily the work included in the contract. The compensation to the Contractor for such changes shall be adjusted as provided herein.

3.4 ALTERATIONS IN PLANS AND SPECIFICATIONS

The City reserves the right to make such changes in the plans and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications. Such changes shall not be considered as waiving or invalidating any conditions or provisions of the contract.

3.5 EXTRA WORK

The City reserves the right, without impairing the contract, to order the performance of such work, of a class not contemplated in the proposal as may be considered necessary to complete fully and satisfactorily the work included in the contract. The Contractor shall do such extra work when ordered and authorized in writing by the Engineer, and the Contractor shall be compensated for such extra work on the basis and in the amount as provided herein.

3.6 EASEMENTS, PERMITS, AND REGULATIONS

The Contractor shall keep himself fully informed of all Federal, State, Municipal and local regulations, private contracts, grants, easements, and permits, in any manner affecting the work herein specified and provided for. He shall at all times observe and comply with and cause all his Subcontractors, agents, and employees to observe and comply with each and all of the same. The Contractor does hereby assume any and all liability under the same and shall protect and indemnify the City and its officers and employees against any and all claims or liabilities arising from or based on the violation of, or failure to comply with either or all of the same.

3.7 FINAL CLEANING UP

Upon completion and before final acceptance of the work, the Contractor shall, in addition to the detailed work of grading, restoring ground surfaces, repairing roadways and pavements, and all other work specifically provided for in these specifications, remove all falsework, excess or useless excavated materials, rejected materials, rubbish, temporary buildings, temporary foundations, replace or renew any fences damaged, and restore in an acceptable manner all property, both public and private, which may have been damaged during the prosecution of the

work, and shall leave the site of the work in a neat and presentable condition satisfactory to the Engineer.

SECTION 4 CONTROL OF THE WORK

4.1 AUTHORITY OF THE ENGINEER

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the plans and specifications, and all questions as to the acceptable fulfillment of the terms of the contract.

4.2 PLANS AND WORKING DRAWINGS

General drawings, showing such details as are necessary to give a comprehensive idea of the construction contemplated, will be shown in the general plans, but the Contractor shall submit to the Engineer for approval such additional detailed shop drawings or working drawings, together with a detailed structural analysis of all component parts, as may be required for the construction of any part of the work and prior to the approval of such plans, any work done or material ordered shall be at the Contractor's risk.

The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.

4.3 DEVIATIONS FROM THE PLANS

No deviation from the general plans or the approved working drawings will be permitted without the written order of the Engineer. No allowance shall be made for work done other than is shown on the plans, profiles and drawings, and provided for in the specifications.

4.4 COORDINATION OF SPECIFICATIONS AND PLANS

In the event of any discrepancy between the plans and figures written thereon, the figures are to be considered as correct. In the case of any discrepancy between the plans and the specifications, the Engineer shall determine which are to govern. If there is a discrepancy between the general specifications and the supplemental specifications, the supplemental specifications are to govern.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

4.5 ORDER OF WORK

The order of sequence of the execution and/or conduct of the work shall be subject to the approval and/or direction of the Engineer, which approval and/or direction shall not in any way relieve the Contractor of any responsibility in connection with the prosecution to completion of the work under contract.

4.6 COOPERATION BY CONTRACTOR

The Contractor shall conduct his operation so as to interfere as little as possible with those of other Contractors, Subcontractors, the public, or adjoining property owners on or near the work site. The Contractor shall at all times during his absence from the work site have a competent superintendent or foreman capable of reading and thoroughly understanding the plans and specifications, as his agent on the work, who shall receive instructions from the Engineer or his authorized representative. The superintendent or foreman shall have full authority to execute the order and/or directions of the Engineer without delay and to promptly supply such materials, tools, plant equipment, and labor as may be required. The superintendent or foreman shall have a copy of the plans and specifications on the job at all time.

4.7 CONSTRUCTION STAKES

Reference lines and grade points for the location, alignment, and elevation of each structure will be determined and established by the Engineer, but the Contractor shall assume full responsibility for the alignment, elevations, and dimensions of each and all parts of the work with reference to the lines, points, and grades as established by the Engineer. For all structures, the Engineer shall furnish the Contractor with centerline and/or center points and such benchmarks or other points as are necessary to lay out the work correctly. The Contractor shall check all lines, points, and grades which may be given by the Engineer supplementary to the centerline, points, and control bench marks aforesaid, and shall be responsible for the accuracy of all measurements for grades and alignment of the work with reference to the centerline and/or points and bench marks established by the Engineer.

The Contractor shall exercise proper care in the preservation of alignment, grade, and reference stakes set for his use, or that of the Engineer. If such stakes are injured, lost, or removed by the Contractor's operations, they shall be reset at his expense.

4.8 INSPECTION

The Engineer or his representative shall be allowed access to all parts of the work at all times and shall be furnished such information and assistance by the Contractor as may be required to make a complete and detailed inspection thereof. Such inspection may include mill, plant, or shop inspection and any material furnished under these specifications is subject to such inspection.

SECTION 5 CONTROL OF MATERIALS

5.1 SPECIFICATIONS FOR MATERIALS

All materials used in this work shall conform in all respects to the specifications therefore as herein set forth. Where a specification for material to be used in this work is not specifically set forth in these specifications, such material shall conform in all respects to the specifications as set forth in the A.S.T.M. Standards and/or Tentative Standards adopted and in effect on the date of receiving bids.

5.2 SUBSTITUTION OF MATERIALS AND EQUIPMENT

Wherever in these specifications or on the plans for this work, materials or equipment are specified by trade names or catalog numbers of certain manufacturers, it is done for the purpose of establishing a standard of quality, durability, and/or efficiency, and not for any purpose of limiting competition. Wherever such definite reference is made in these specifications to any such material or equipment, it is understood that any equivalent material or equipment may be provided, however, that the written approval and acceptance of the Engineer of such equivalent material or equipment must be obtained prior to its purchase and/or incorporation in any part of the work.

5.3 THE METHODS OF TESTING

All tests of materials or equipment used in the work shall be made in accordance with the methods described in these specifications or the method of test prescribed in any specification for material or equipment herein specifically referred to and designated to govern the quality of any material or equipment.

Where a method of test for any material or equipment is not specifically provided for, such material or equipment shall be tested in accordance with the methods prescribed and set forth in the A.S.T.M. Standards and Tentative Standards adopted and in effect on the date of receiving bids.

5.4 DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the work by the Contractor at his expense unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to immediately comply with any order of the Engineer relative to the provisions of this section, the Engineer shall have the authority to remove and replace such defective material and to deduct the cost of removal and replacement from any moneys due or which may become due to the Contractor.

SECTION 6
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

6.1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable hereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, requirement, order or decree, whether by himself or his employees.

6.2 PERMITS AND LICENSES

The Contractor shall take out and procure at his own expense all permits and licenses required by Federal, State or local public authorities, and he shall, without extra compensation from the City, pay all fees and charges and give notices required incident to the due and lawful prosecution of the work in relation thereto.

6.3 PATENTED DEVICES, MATERIALS, AND PROCESSES

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Contractor and Surety in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patent design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless the said City for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the work.

6.4 BARRICADES, LIGHTS, AND SIGNS

The Contractor shall at his own expense and without further or other order provide, erect, and maintain at all times during the progress or suspension of the work, suitable barricades, fences, signs, or other adequate protection, and shall provide, keep, and maintain such lights, danger signals, and watchmen as may be necessary or as may be ordered by the Engineer to insure the safety of the public, as well as those engaged in connection with the work. All barricades and obstructions shall be protected at night by signal lights, which shall be suitably placed and which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction, and shall be painted in such a way as to increase their visibility at night.

The Contractor shall be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order such damaged portion immediately removed and replaced by the Contractor without cost to the City if, in his opinion, such action is justified. The Contractor's responsibility for the maintenance of barricades, signs, and lights shall not cease until the project shall have been accepted.

6.5 USE OF EXPLOSIVES

The use of explosives shall be prohibited.

6.6 PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the work herein provided for, and it is therefore particularly and specifically agreed that the Contractor, except as otherwise herein provided, shall do the work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the work, the same to be restored to as good condition as the same existed at the time of the commencement of any such work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the work and upon completion of such work by them done, said owners may render bills to the Contractor for the cost and expense thereof, which bills shall be paid by the Contractor, without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Contractor for the payment thereof.

6.7 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor agrees to indemnify and save harmless the City of Aurora, their agents, and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such claims or injuries to persons or damage to property be due to the negligence of the Contractor, his Subcontractors or the City of Aurora.

The Contractor shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees. Said insurance shall include contractual liability equal to the limits hereinafter set forth.

The Contractor agrees to purchase a policy of insurance, which shall include the City of Aurora as an additional insured or provide separate coverage for the City with an owner's protective policy. All Insurance provided by Contractor, extending to owner as additional insurance, shall be primary and insurance maintained by owner shall be excess and not contributing with Contractor's insurance. The minimum amounts of insurance shall be as follows, except that no restrictions on occurrence limits will be permitted:

Bodily Injury Liability

Property Damage Liability

Each Occurrence
\$3,500,000

Each Occurrence
\$500,000

Aggregate
\$7,000,000

The coverage and amounts above are minimum requirements and do not establish limits to the Contractor's liability. Other coverage and higher limits may be provided at the Contractor's option and expense.

Owner does not waive its subrogation rights against Contractor and/or any Subcontractor for damages due to losses to owner due to the fault or negligence of the Contractor and/or any Subcontractors during or as a result of the performance of the work.

All such insurance must include an endorsement whereby the insurer agrees to notify the City of Aurora at least thirty (30) days prior to non-renewal, reduction or cancellation. The Contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract.

6.8 WORKERS COMPENSATION ACT

The Contractor further agrees to insure his employees and their beneficiaries and to provide the employees and the beneficiaries of any Subcontractor employed from time to time by him on said work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Contractor in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Contractor hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, losses, damages, expenses, and attorney's fees which may in any way be brought against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any Subcontractor employed by him in and about the performance of the work provided for in the contract, and any and all liability resulting thereupon; and said Contractor, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore and pay the amount of any and all awards and final judgments and/orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Contractor shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

**SECTION 7
PROSECUTION AND PROGRESS OF WORK**

7.1 SUBLETTING OR ASSIGNMENT OF WORK

If the Contractor sublets the whole or any part of the work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the Engineer shall be with the Contractor; Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the Engineer or his duly authorized representatives, or shall furnish any unsatisfactory work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the Engineer, the Contractor shall require said party or parties in default to discontinue work under the contract. Said work shall be corrected or made good and shall be continued and completed by the said Contractor or by such other party or parties as are approved by the Engineer, in the manner and subject to all of the requirements specified in the contract.

7.2 PROSECUTION OF WORK

The Contractor shall begin the work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the contract. The Contractor shall solely be fully responsible for complying with state and local prevailing wage requirements in accordance with its Bidders Certification, and for all wage rate and hour regulations and applications

7.3 GUARANTEE AND MAINTENANCE OF WORK

The Contractor shall guarantee the work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the work by the City, and the Contractor shall maintain said work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to insure the delivery of the work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

7.4 PAYMENT

Basis of Payment

Payment of the CONTRACTOR for performance of the CONTRACT shall be made by the OWNER and shall be based on the value of the installation resulting from the CONTRACTOR's operations.

The cost of all WORK incidental to the completion of the project in accordance with the Plans and Specifications, excepting authorized extra WORK, shall be included in the unit and lump sum prices stated in the CONTRACTOR's accepted Proposal. The amount obtained by the summation of the products of the quantities of WORK performed or the respective unit or lump sum prices for several items listed in the proposal shall be payment in full, except for payment for authorized extra WORK, for delivering the completed project to the OWNER in accordance with the Plans and Specifications.

Submission of Bid Breakdown

Within 15 days after the execution of this CONTRACT, the CONTRACTOR must submit to the ENGINEER in duplicate an acceptable breakdown of the lump sums and unit prices bid for items of the CONTRACT, showing the various operations to be performed under the CONTRACT, and the value of each of such operations, the total of such items to equal the total price bid. The CONTRACTOR shall also submit such other information relating to the bid prices as may be required and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the CONTRACTOR's applications for partial payments hereunder but shall not be binding upon the OWNER or the ENGINEER for any purpose whatsoever.

Partial Payments

When not otherwise provided for under the Specifications for an item of WORK or a complete project, and if the rate of progress is satisfactory to the ENGINEER, partial payments will be made the CONTRACTOR by the OWNER during progress of construction. The amount of each partial payment shall be limited to ninety (90) percent (unless otherwise provided in the Instructions to Bidders) of the value of the WORK shown in the Engineer's periodic estimate to have been done and installed in place by the CONTRACTOR subsequent to the time of commencing WORK or of making the last preceding partial payment on account of WORK done. An amount greater than ninety (90) percent of the value of a largely completed project may be paid the CONTRACTOR at the option of the OWNER.

The CONTRACTOR's request for payment shall be in the form of an invoice, submitted to the OWNER through the ENGINEER, setting forth amounts due for WORK completed on payment items set forth in the CONTRACTOR's Proposal, and shall be accompanied by:

- (1) CONTRACTOR's Sworn Statement setting forth the Subcontractors and material suppliers, the amount requested for each of the Subcontractors or material suppliers, and the amount of the subcontract or material to be completed.
- (2) Subcontractor or material suppliers waivers of lien for amounts requested on previous payment requests.
- (3) CONTRACTOR's waivers of lien.

The CONTRACTOR's request will be reviewed by the ENGINEER and if the ENGINEER is in agreement with the value of WORK completed, as requested by the CONTRACTOR, and if the request is accompanied by the CONTRACTOR's Sworn Statement, Subcontractor and material suppliers waiver of lien as stated above, and by the CONTRACTOR's waiver of lien, the ENGINEER will recommend payment to the OWNER.

Partial payment made to the CONTRACTOR by the OWNER for WORK performed shall in no way constitute an acknowledgement of the acceptance of the WORK nor in any way prejudice or affect the obligation of the CONTRACTOR, at his expense, to repair, correct, renew or replace any defects or imperfections in the construction of the WORK under CONTRACT and its appurtenances, nor any damage due or attributable to such defect, damage and the CONTRACTOR shall be liable to the OWNER for failure to correct the same as provided herein.

Payment in full or in part may be withheld for reasons which include but are not limited to: (1) the existence of defective work which is not remedied; (2) the existence of third party claims filed or reasonable evidence indicating probable filing of such claims; (3) the failure of the CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment; (4) the existence of reasonable evidence that the WORK cannot be completed for the

unpaid balance of the contract sum; (5) damage to the OWNER; (6) the existence of reasonable evidence that the WORK will not be completed within the CONTRACT time, and that the unpaid balance will not be adequate to cover actual or liquidated damages for the anticipated delay; or, (7) persistent failure to carry out the work in accordance with the contract documents. If within a reasonable time not to exceed 45 days CONTRACTOR has not remedied any condition for which payment in full has been withheld, then OWNER may make such payments as OWNER deems necessary to remedy such situation from said funds withheld and pay the balance to CONTRACTOR, or if, sums are still due to remedy the situation, CONTRACTOR will remit any balances due to OWNER within 10 days of notice of same.

ACCEPTANCE AND FINAL PAYMENT

Whenever the CONTRACT shall have been completely performed on the part of the CONTRACTOR, and all parts of the WORK have been approved by the ENGINEER and accepted by the OWNER, including the resolution of all matters of dispute, a final estimate showing the value of the WORK will be prepared by the ENGINEER as soon as the necessary measurements and computations can be made, all prior estimates upon which payments have been made being approximate only and subject to corrections in the final payments.

The CONTRACTOR shall submit a final payment request showing the total quantities completed for the entire project and all previous payouts. This payment request shall be accompanied by a sworn affidavit listing all Subcontractors and material suppliers and the total payments to each. Final Waivers of Lien from the Subcontractors and material suppliers as well as the CONTRACTOR shall also be furnished at this time.

A final payment including all amounts of money shown by the final estimate to be due the CONTRACTOR shall be made by the OWNER as soon as practicable after the final acceptance of the WORK, provided the CONTRACTOR has furnished the OWNER satisfactory evidence that all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for the purpose of performing the Contract have been paid or that the person or persons to whom the same may respectively be due have consented to such final payment.

PROPOSAL

TO: THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF AURORA
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507

1. Proposal of Copenhaver Construction, Inc
for the improvement known as the Kensington Place and Russell Avenue Raingardens
2. The plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Department and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation

therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.

10. The undersigned further agrees to execute a contract, a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within ten (10) days after notice of award of the contract.
11. The undersigned further agrees to begin work not later than ten (10) calendar days after the execution or by the date stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **10% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$ 13,382.20
16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees, and the Illinois Environmental Protection Agency and its officers agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.

19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora and the Illinois Environmental Protection Agency named as co-insured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7.
22. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract
23. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.
24. The entire set of specifications shall be submitted with each proposal.
25. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:



Illinois Department of Transportation

Local Agency Proposal Bid Bond

RETURN WITH BID

Route Illinois Route 31
County Kane
Local Agency City of Aurora
Section

PAPER BID BOND

WE Copenhaver Construction, Inc. as PRINCIPAL, and Great American Insurance Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 10% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this Instrument to be signed by their respective officers this 27th day of May, 2015

Principal

Copenhaver Construction, Inc. (Company Name)
By: Ken Copenhaver (Signature and Title) President

(Company Name)
By: (Signature and Title)



Great American Insurance Company (Name of Surety)

Surety
By: William Reidinger (Signature of Attorney-In-Fact)

STATE OF ILLINOIS, COUNTY OF Cook

I, Thomas Green, a Notary Public in and for said county, do hereby certify that Ken Copenhaver, William Reidinger (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this 27th day of May, 2015

My commission expires February 23, 2019 Thomas Green (Notary Public)

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed) The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above.

Electronic Bid Bond ID Code

(Company/Bidder Name)
(Signature and Title)
Date

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-389-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than 1

Bond No. Bid Bond

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
William Reidinger	One Century Centre, 1750 East Golf Road Schaumburg, IL 60173	\$100,000,000.00

Principal: Copenhagen Construction, Inc.

Obligee: City of Aurora City Clerks Office

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of May, 2015.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2406)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 27th day of May, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Shelle Clontz
Notary Public, State of Ohio
My Commission Expires 08-09-2015

Shelle Clontz

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 27th day of May, 2015.



Atty L C B

Assistant Secretary

**Kensington Place and Russell Avenue Raingardens
Bid opening - May 27th, 2015**

ADDENDUM NO. 1

Page 1 of 3

TO: All Bidders
FROM: Engineering Division, City of Aurora
DATE: May 26, 2015

THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS.

Schedule of Prices: Delete the Schedule of Prices and replace with attached "Revised 5/26/15 Per Addendum No. 1" Schedule of Prices.

Special Provisions:

SP H.6 Disposal of Debris and Excavated Material: Delete the last sentence of the 4th paragraph and replace with the following: *The cost associated with transporting, stockpiling, and loading material to be staged shall be paid for as extra work.*"

Delete the last sentence of this specification. Replace with the following: *"The cost for transporting, stockpiling, loading and disposing of material unsuitable for a CCDD Facility shall be paid for as extra work.*

SP ST.1 Storm Sewers:

Remove first sentence of 6th paragraph and replace with the following: *"Storm sewers shall be constructed of the following material, unless otherwise noted in the plans or called out in the schedule of prices"*

Add the following Sentences: *"This work shall include the removal of the existing storm sewer being replaced by the proposed storm sewer. The payment for removal of the existing storm sewer shall be considered incidental to the cost of the proposed storm sewer."* and *"The cost for transporting, stockpiling, loading and disposing of material unsuitable for a CCDD Facility shall be paid for as extra work."*

SP ST.3 Catch Basins: Add the following to the 4th paragraph: *"Payment for adding the 6" X 8" openings to the proposed castings shall be paid for at the contract unit price per Each for Modify Curb Frames"*

SP R.10 Drywall Limestone Concealment Bridge: Delete "Method of Measurement".

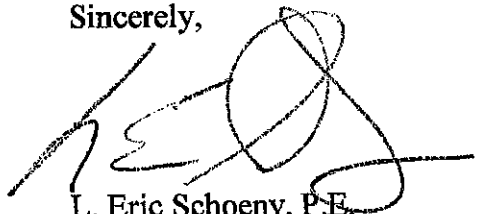
SP R.13 Tree and Shrub Planting: Delete the following: *"After the period of establishment additional plant care will be paid for at the contract unit price per square yard for Plant Care."*

Add the following: *"Existing trees called out on the plans to be relocated shall be replanted at the location designated by the Engineer. The new location for the trees shall be within 1/4 mile of the tree's current location. This work shall include excavating the existing tree and carefully cutting the roots as to create a burlap wrapped root ball of no less than 3 feet in diameter."*

SP 40 Rain Garden Excavation: Add the following to the 5th paragraph: *"Sand meeting IDOT specifications for FA-2 shall be supplied and installed in accordance with the plans. All work required to supply and install the FA-2 shall be paid for at the contract unit price per TON for SAND FA-2"*.

SP 42 Engineered Topsoil: Delete the phrase *"This work shall be paid for at the contract unit price per TON for "Engineered Topsoil, based on load tickets for material delivered on site"* and replace with *"This work shall be paid for at the contract unit price per Cubic Yard for Engineered Top Soil"*

Sincerely,



L. Eric Schoeny, P.E.
Drainage and Underground Coordinator
City of Aurora Engineering Division

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN ORIGINAL OR FAX COPY OF THIS SHEET TO THE CITY OF AURORA ENGINEERING DIVISION AT 630/256-3229 OR BY E-MAIL AT eschoeny@aurora-il.org IMMEDIATELY UPON RECIEPT.

COMPANY NAME Copenhaver Construction, Inc

SIGNATURE OF COMPANY REPRESENTATIVE Kale July

Schedule of Prices

Revised May 26, 2015 per Addendum No. 1

Item No.	ITEM	UNIT	Quantity	UNIT PRICE	TOTAL
1	Exploratory Excavation	Foot	15	1	15.00
2	Excavation	CY	120	55	6,600.00
3	Porous Granular Embankment-CA16 Washed Gravel	TON	40	45	1,800.00
4	Engineered Top Soil	CY	95	115	10,925.00
5	Sand - FA2	TON	10	79	790.00
6	Select Granular Trench backfill	CY	10	63	630.00
7	Storm Sewer Removal and Replacement PVC DR-18 C900	FOOT	37	95	3,515.00
8	PVC SDR 35 Cleanout	EACH	3	400	1,200.00
9	Perforated PVC SDR 35 - 6"	FOOT	115	41	4,715.00
10	Structure Tap - 6"	EACH	2	1100	2,200.00
11	2' Diameter Infiltration Catchbasin	EACH	7	1500	10,500.00
12	Modify Curb Frames	EACH	7	170	1,190.00
13	Combination PCC Curb and Gutter Removal and Replacement - Special	Foot	100	70	7,000.00
14	PCC Sidewalk Removal and Replacement	SQ FT	250	18	4,500.00
15	ADA Detectable Warnings	SQ FT	20	55	1,100.00
16	PCC Barrier Curb 6" X 18"	Foot	23	77	1,771.00
17	Temporary Pavement - 2"	SQ YD	20	79	1,580.00
18	Riverstone Mat	SQ YD	40	55	2,200.00
19	Hardwood Mulch	SQ YD	225	8	1,800.00
20	Drywall Limestone Concealment Bridge	EA	7	680	4,760.00
21	Construction Lay out	L. SUM	1	16,000	16,000
22	Perennial Plants - No. 1 Container	EA	1,336	20	26,720.00
23	Shade Trees	EA	2	900	1,800.00
24	Relocate Tree Sapling	EA	2	450	900
25	Supplemental Watering	UNIT	10	0.10	1.00
26	Seeding - Aurora Mix	SQ YD	10	12	120.00
27	Inlet Protection	EA	9	10	90.00
28	Dewatering Bag	EA	2	200	400.00
29	Items Ordered by Engineer	Allowance	1	20,000	\$20,000.00
	TOTAL				131,822.00



(If an individual)

Signatures

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name Copenhaver Construction, Inc

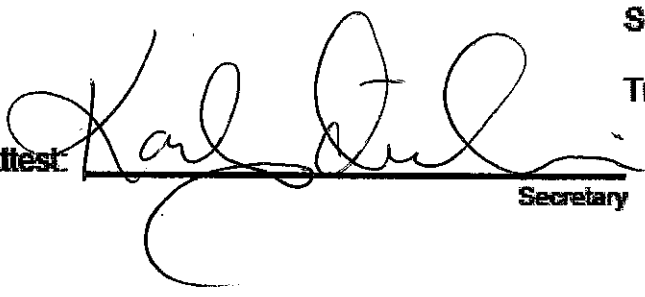
Signed By  President

Business Address 75 Koppie Dr.
Gilberts, IL 60136

President Ken Copenhaver

Secretary Karly Quillinan

Treasurer _____

Attest: 
Secretary

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O11-028, adopted on June 28, 2011.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

Contractor shall check the box indicating that a copy of applicable program certification is attached.

- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- I. I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (30 ILCS 560 effective June 16, 2010).

COMPANY NAME Copenhaver Construction

ADDRESS 75 Koppie Dr.

CITY/STATE/ZIP CODE Gilberts, IL 60136

NAME OF CORPORATE/COMPANY OFFICIAL Ken Copenhaver

PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE 5/27/2015

Subscribed and Sworn to

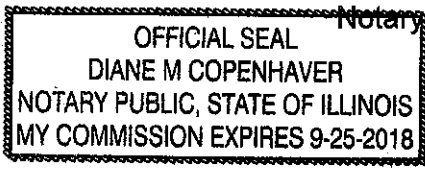
TELEPHONE (847) 428-6696

Before me this 27 day

FAX No. (847) 428-6798

of May, 2015

[Signature]
Notary Public



Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

- For this contract proposal or for all groups in this deliver and install proposal.
- For the following deliver and install groups in this material proposal:

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:


- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each 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 employees. Types of work or craft 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 for which there is no applicable apprenticeship or training program available.

Please see attached

VI. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

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. 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. **The City of Aurora requires 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 be included with the bid in order to qualify to bid on the project.**

Bidder: Copenhaver Construction
Address: 75 Koppie Dr.
Gilberts, IL 60136

By: 
(Signature)
Title: President

STATE OF ILLINOIS)
) ss.
County of Kane)

BIDDER'S TAX CERTIFICATION

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this 27 day of May, 2015.

By [Signature]
(Signature of Bidder's Executing Officer)
Ken Copenhaver
(Print name of Bidder's Executing Officer)
President
(Title)

ATTEST/WITNESS:

By [Signature]
Title Secretary

Subscribed and sworn to before me this 27 day of May, 2015.

[Signature]
Notary Public



(SEAL)

445

**JOINT APPRENTICESHIP COMMITTEE
CEMENT MASONS' UNION
LOCAL NO. 502**

**OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION
OF THE UNITED STATES AND CANADA**

OFFICE: 739 - 25th AVENUE - BELLWOOD, ILLINOIS 60104

Telephones: 544-9100, 544-9191, 544-9102, & 544-9103

September 14, 2012

Reference: Copenhaver Const
121 Center Drive
Gilberts, IL 60136

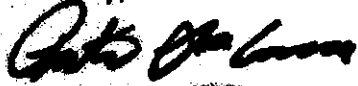
To Whom It May Concern:

Copenhaver Const. participates in our Apprenticeship Program.

Our Apprenticeship Program #1L008820041 is registered with the
Department of Labor, Office of Apprenticeship.

If you have any questions, please feel free to call Cheryl at 708-544-
9100 Ext. 18.

Sincerely,



Patrick La Cassa
President

**NORTHERN ILLINOIS
PLASTERERS & CEMENT MASONS
JOINT APPRENTICESHIP & TRAINING
PROGRAM**

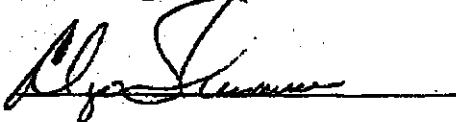
**Alonzo Schumann
Apprenticeship Coordinator
PO Box 2042, Loves Park, IL 61130
Office/Fax 815-637-4590—Cell 815-378-0522**

June 12, 2012

To whom it may concern:

Local 11 OPCMIA, Plasterers and Cement Masons verifies that Copenhagen Construction Inc. is a signatory contractor that participates in the National Register Apprenticeship Program with Northern Illinois Plasterers & Cement Masons JATC, Local 11 Joint Apprenticeship Training Program.

**Alonzo Schumann
Apprenticeship Coordinator/
Business Agent Local 11 area 587**



A handwritten signature in black ink, appearing to read 'Alonzo Schumann', is written over a horizontal line.

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

N. J. Cement Masons & Plasterers NATC Local #11

Rockford, Illinois

for the Trade - Cement Mason and Plasterer

Registered as part of the National Apprenticeship Program

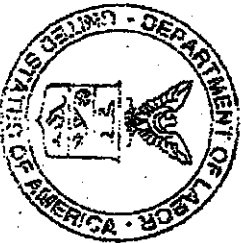
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

July 26, 1989

Date Received June 17, 2004

2 P004890005

Registration No.



W. J. Chas

Secretary of Labor

Anthony Suvage

Administrator, Apprenticeship Training, Employer and Labor Services

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150E, 150M
 AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
 PRESIDENT-ENGINEER & MANAGER



(708) 482-0800 - FAX (708) 482-7188
 6200 JOLIET ROAD
 COUNTRYBROOK, IL 60521-3002

June 12, 2012

Copenhaver Construction, Inc.
 12 Center Dr
 Gilberts, IL 60136

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
 Our File No. MI-00321

Dear Sir or Madam:

At the request of Copenhaver Construction, Inc., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Brothers Copenhaver Construction, Inc., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO
 District 1 dispatch office

Pauline Leitzell

PI/ag

Enclosures: Certificates

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Repairer (Heavy)

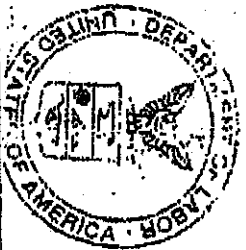
Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

Date May 5, 2002

Registration No. IL012020003



R. J. Chao
Secretary of Labor

Anthony S. ...
Registration, Training, Standards, and Policy Administration

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Operating Engineers

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

November 5, 2002
Date

92 008780173
Registration No.



ACT. Chas
Secretary of Labor

Anthony Savage
Assistant, Apprenticeship Training Employer and Labor Services



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 1216

Copenhaver Construction, Inc.
75 Koppie Drive GILBERTS, IL 60136

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

\$17,153,000.00

012	DRAINAGE	\$3,425,000
017	CONCRETE CONSTRUCTION	\$2,900,000
022	FENCING	\$50,000
034	DEMOLITION	\$425,000
09A	HIGHWAY STRUCTURES	\$4,025,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/1/2015 TO 4/30/2016 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/1/2015.

Interim Engineer of Construction

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Copenhaver Construction Co., Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
75 Koppie Drive

6 City, state, and ZIP code
Gilberts, IL 60136

7 List account number(s) here (optional)

8 Requirer's name and address (optional)

Print or type
See Specific Instructions on Page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-					
--	--	--	---	--	--	--	--	--

or

Employer identification number

2	0	-	0	7	6	7	8	3	8
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶ _____

Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 4/24/2015
(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**.

	1	2	3	4	Awards Pending	
Contract Number	15 (60X58)	221 (60T24)	4 (60X62)	24 (63049)	Brink st.	
Contract With	IDOT	IDOT	IDOT	IDOT	Crystal Lake	
Estimated Completion Date	35 W. days	120 W. Days	10/31/17	120 C. days	8/1/2015	
Total Contract Price	270,892.02	3,373,338.50	1,385,768.40	5,712,800.62	379,535.60	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	183,820.00	2,001,064.00	1,385,768.40	3,128,014.00	375,535.60	7,074,202.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
						7,074,202.00

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

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

						Accumulated Totals
Earthwork	36,238.96	325,000.00	150,099.00	5,541.00		516,878.96
Portland Cement Concrete Paving		225,554.00		87,812.00		313,366.00
HMA Plant Mix						0.00
HMA Paving			100,096.00	58,952.86	179,000.60	338,049.46
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces		49,147.00	215,808.00	208,955.10		473,910.10
Highway, R.R. and Waterway Structures		75,648.00		129,168.38		204,816.38
Drainage	72,187.02	52,923.40	87,456.00		35,012.00	247,578.42
Electrical					63,523.00	63,523.00
Cover and Seal Coats						0.00
Concrete Construction			45,216.00			45,216.00
Landscaping	40,022.02	116,462.00	75,468.00		98,000.00	328,952.02
Fencing						0.00
Guardrail		26,544.00				26,544.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition		75,000.00				75,000.00
Pavement Markings (Paint)		15,000.00				15,000.00
Remove/Disp Uns Mat						0.00
Traffic Control	10,226.00	148,315.76	300,052.00			458,593.76
Layout/Mobilization	25,146.00	126,499.00	147,673.40	15,375.00		314,693.40
Totals	183,820.00	1,235,093.16	1,121,868.40	505,804.33	375,535.60	3,422,121.49

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

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor		Marking Specialists	CSD	Alas Trucking	
Type of Work		Striping	Disposal	Trucking	
Subcontract Price		29,420.75	121,900.00	500,000.00	
Amount Uncompleted		29,420.75	121,900.00	500,000.00	
Subcontractor		C3	Alas Trucking	D2K Traffic	
Type of Work		Layout	Trucking	Traffic Control	
Subcontract Price		35,000.00	142,000.00	174,032.71	
Amount Uncompleted		35,000.00	142,000.00	174,032.71	
Subcontractor		CSD		H & H	
Type of Work		Environmental		Electrical	
Subcontract Price		171,975.00		166,591.08	
Amount Uncompleted		171,975.00		166,591.08	
Subcontractor		Tri-tech		Artega	
Type of Work		Electrical		Landscaping	
Subcontract Price		263,901.00		197,226.68	
Amount Uncompleted		263,901.00		197,226.68	
Subcontractor		Divine Cement		CSD	
Type of Work		Concrete		Environmental	
Subcontract Price		231,238.50		75,250.00	
Amount Uncompleted		231,238.50		75,250.00	
Subcontractor		IFI		PPM	
Type of Work		Fencing		Striping	
Subcontract Price		27,974.63		29,775.80	
Amount Uncompleted		27,974.63		29,775.80	
Subcontractor		Rouchneck		Geske	
Type of Work		Saw Cutting		Asphalt	
Subcontract Price		6,460.96		1,479,333.40	
Amount Uncompleted		6,460.96		1,479,333.40	
Total Uncompleted	0.00	766,970.84	263,900.00	2,622,209.67	0.00

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 15 day of May, 2015

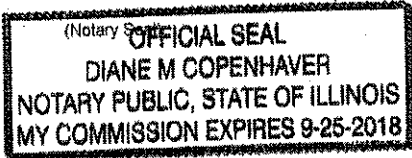
Diane M. Copenhaver
Notary Public

Type or Print Name Ken Copenhaver President
Officer or Director Title

Signed [Signature]

My commission expires: 9/25/2018

Company Copenhaver Construction, Inc.
Address 75 Koppie Dr.
Gilberts, IL 60136





Illinois Department of Transportation

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

**Affidavit of Availability
For the Letting of 4/24/2015**

(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 owner's estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	34 (03761)	Cermak Rd	Downtown Redevelopment			
Contract With	IDOT	Algonquin	E. Dundee			
Estimated Completion Date	11/16/15	6/15/15	6/15/15			
Total Contract Price	3,332,268.20	188,000.00	1,808,000.00			
Uncompleted Dollar Value if Firm is the Prime Contractor	1,802,011.40	188,000.00	721,152.00			9,786,366.40
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						9,786,366.40

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

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

					Accumulated Totals
Earthwork	125,646.00	63,088.00	102,555.00		808,166.96
Portland Cement Concrete Paving	116,457.00	15,000.00			444,823.00
HMA Plant Mix	86,422.00				86,422.00
HMA Paving	75,644.00	17,005.00			430,698.45
Clean & Seal Cracks/Joints	76,248.00	10,000.00			86,246.00
Aggregate Bases & Surfaces	15,248.00				489,156.10
Highway, R.R. and Waterway Structures	203,637.20				408,453.58
Drainage	31,145.00	15,000.00	5,027.00		298,750.42
Electrical	147,400.90				210,923.90
Cover and Seal Coats					0.00
Concrete Construction	97,027.00	15,000.00			167,243.00
Landscaping	263,850.20	15,000.00	129,803.00		737,605.22
Fencing	114,578.00				114,578.00
Guardrail	122,231.00				148,775.00
Painting					0.00
Signing		7,264.00			7,264.00
Cold Milling, Planning & Rotomilling					0.00
Demolition	45,261.00				120,261.00
Pavement Markings (Paint)		5,000.00			20,000.00
Other Construction (List)					0.00
Layout/Traffic Control					458,593.76
Shoreline/Rip Rap	46,172.40	25,643.00	55,225.00		441,733.80
Totals	1,586,962.70	188,000.00	292,610.00		0.00

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

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	AES		Utility Dynamics		
Type of Work	Staking		Electrical		
Subcontract Price	21,455.00		282,542.00		
Amount Uncompleted	21,455.00		282,542.00		
Subcontractor	Marking Specialists		Geske		
Type of Work	striping		Asphalt		
Subcontract Price	5,871.70		146,000.00		
Amount Uncompleted	5,871.70		146,000.00		
Subcontractor	Utility Dynamics				
Type of Work	Electrical				
Subcontract Price	40,722.00				
Amount Uncompleted	40,722.00				
Subcontractor	Alas				
Type of Work	Trucking				
Subcontract Price	167,000.00				
Amount Uncompleted	167,000.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	235,048.70	0.00	428,542.00	0.00	0.00

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

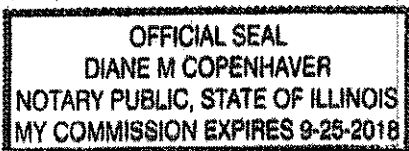
Subscribed and sworn to before me

this 15 day of May, 2015.

Diane M Copenhaver
Notary Public

My commission expires: 9/25/2018

(Notary Seal)



Type or Print Name Ken Copenhaver Title President
Officer or Director

Signed [Signature]

Company _____

Address Copenhaver Construction, Inc.
75 Koppie Dr.
Gilberts, IL 60136



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 4/24/2015
(Letting date)

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Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						9,785,365.40
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						9,785,365.40

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

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						Accumulated Totals
Earthwork						808,166.96
Portland Cement Concrete Paving						444,823.00
HMA Plant Mix						86,422.00
HMA Paving						430,698.46
Clean & Seal Cracks/Joints						86,246.00
Aggregate Bases & Surfaces						489,156.10
Highway, R.R. and Waterway Structures						408,453.58
Drainage						288,760.42
Electrical						210,923.90
Cover and Seal Coats						0.00
Concrete Construction						167,243.00
Landscaping						737,806.22
Fencing						114,678.00
Guardrail						148,775.00
Painting						0.00
Signing						7,264.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						120,281.00
Pavement Markings (Paint)						20,000.00
Other Construction (List)						0.00
Traffic Control						468,593.76
Layout/Mob						441,733.80
Totals	0.00	0.00	0.00	0.00	0.00	5,469,894.19

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

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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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	0.00

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

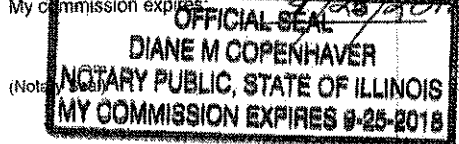
this 15 day of May, 20 15.

Diane M Copenhaver
Notary Public

Type or Print Name Ken Copenhaver President
Officer or Director Title

Signed *K Copenhaver*

My commission expires



Company _____
Address Copenhaver Construction, Inc. _____
75 Koppie Dr. _____
Gilberts, IL 60136 _____

Copenhaver Construction, Inc.

75 Koppie Dr
Gilberts, IL 60136
copenhaverinc@yahoo.com

Phone: 1-847-428-6696

Fax: 1-847-428-6798

Project References: 2012/2013 \$22,863,581.86

City of Wheaton/North Main Street Flood Control

Cost: \$1,975,810.00

Project: Bridge construction, concrete walls, pile driving, temp sheet piling, excavation, asphalt & landscaping.

Contact: Sarang Lagvanker 1-630-260-2067

South Barrington Park District/Park Development

Cost: \$950,000.00

Project: Excavation, baseball fields, volleyball courts, drainage improvements, & concrete.

Contact: John Kazmier 1-847-828-9309

IDOT 148 Contract No. 63855

Cost: \$3,038,106.55

Project: Widening & reconstruction of Edgewood Drive, replacement of box culverts over Ratt Creek Tributary, replace deck and repair abutments to the bridge structure over Ratt Creek Tributary. The construction of a multi-use path, all located between IL Rte 31 & Hansen Rd. in the Village of Algonquin.

Contact: Ryan Lindeman 1-847-343-2963

IDOT 33 Contract No. 601109

Cost: \$2,600,000.00

Project: Installation of railroad embankment, construction of railroad platform & drainage improvements.

Contact: Chad Humphries 1-312-933-6365

Village of Bensenville/Industrial Area Improvements

Cost: \$2,500,000.00

Project: Installation of gabions and shoreline improvements

Contact: Joe Kozial 1-847-878-8709

Fox Waterway Agency/ Geo Tube Island

Cost: \$647,670.00

Project: Rip Rap Replacement

Contact: Ron Barker 1-847-587-8590

City of Naperville/East Highlands Area Roadway Improvements

Cost: \$1,860,000.00

Project: Street Construction, underground pipe & concrete installation, asphalt road paving, landscaping, & electrical work.

Contact: Mark Knoll 1-630-514-8581

City of Naperville/River Walk Renovation Phase 1

Cost: \$1,543,570.00

Project: Concrete installation, installation of seawalls, retaining wells, brick paving, & stone masonry – also involved landscaping, irrigation, & metal fencing.

Contact: Jan Erickson 1-630-305-5984

SEC Group/Ackerman Island

Cost: \$467,000.00

Project: Shoreline stabilization, earth excavation, installation of concrete, installation of weir structure, landscaping & restoration.

Contact: Kevin Wagner 1-815-693-8886

City of Elgin/ Median IL Rt. 25 & I-90

Cost: \$725,000.00

Project: Installation of colored concrete, foundations, precast concrete, drainage improvements, & landscaping.

Contact: Ed Herlihy 1-630-973-6405

Village of Algonquin/Highland Street Improvements

Cost: \$2,360,000.00

Project: Roadwork, underground, concrete & asphalt

Contact: Shawn Hurtig 1-847-344-8130

City of Elgin/ 2013 Streetscape

Cost: \$3,180,000.00

Project: Underground, concrete, brick, electrical work, asphalt paving, & landscaping.

Contact: Shelly Costello 1-815-871-3185

IDOT 41 Contract No. 60P78

Cost: \$258,582.50

Project: Cleaning/repairing drainage scuppers & downspouts. Structural repair of concrete at various locations in Chicago & Cook County, Concrete patching was subcontracted by American Concrete Restorations.

Contact: Joel Harris 1-847-846-4322

IDOT 40 Contract No. 60J08

Cost: \$1,264,110.00

Project: River Excavation, by-pass pumping, cofferdam installation, installation of gabions, and rip rap in water.

Contact: Iggy Bangash 1-847-846-4328

Jeff Ogrodnik 1-815-319-1828

Village of Winnetka/ Trapp Lane

Cost: \$593,000.00

Project: Installation of water main, storm sewer, concrete curb & gutter, sidewalk & landscaping improvements.

Contact: Susan Chen 1-847-501-6000

City of Highland Park/ Pleasant Ave Infrastructure Improvements

Cost: \$277,400.00

Project: Drainage improvements, water main installation, concrete, asphalt paving & landscaping.

Contact: Michael Lemms 1-847-926-1184

School District #330/ Golfview & Parkview Elementary School Playground

Cost: \$215,000.00

Project: Playground equipment additions, drainage, excavation, asphalt paving & landscaping.

Contact: Ron 1-224-629-0588

Lake County DOT

Cost: \$320,000.00

Project: Installing concrete & utilities pad.

Contact: Paul Greasley 1-630-936-0329

Village of Lake in the Hills/Sunset Park

Cost: \$542,850.00

Project: Installing Splash Park, ball field, colored concrete, underground utilities, & playground, landscaping & prairie plantings.

Contact: Scott Fish 1-847-186-8430

Village of Lindenhurst/John Jenega

Cost: \$820,000.00

Project: Wood boardwalk installation helical pier, limestone, mulch, concrete, playground, landscaping & park installation.

Contact: Tom Lippert 1-847-812-3227

Hoffman Estates Park District/Black Bear Park

Cost: \$205,000.00

Project: Concrete installation & earth excavation.

Contact: Gary Bucskowski 1-847-581-2172

Village of North Aurora/ 2008 N. Aurora Riverfront Overlook

Cost: \$210,000.00

Project: Installing a deck, shelter & railings.

Contact: Wes Komowske 1-830-335-8016

IDOT #10

Cost: \$357,620.00

Project: Tree planting & seeding

Contact: Kahil Clammons 1-847-946-2924

Wheeling Township 2008 Drainage Improvements

Cost: \$210,080.00

Project: Earth excavation, drainage improvements, & landscaping.

Contact: Tom Nitzke 1-847-815-1250

Village of Algonquin/Ted Spella Park

Cost: \$1,120,000.00

Project: Parking lot pedestrian bridge, playground & shelter installation. Mass earth excavation, sewer work, landscaping & prairie planting.

Contact: Darrell Garrison 1-630-888-3788

Wheeling Park District/Aquatic Park & Malibu Park

Cost: \$350,000.00

Project: Concrete & playground installation, shade structures, underground work & landscaping

Contact: Larry Raffle 1-874-465-7772

Geneva Community School District 304

Cost: \$520,000.00

Project: Construction of new parking lot, asphalt paving, drainage improvements, landscaping & electrical.

Contact: Rick 1-312-907-8328

Glenview Park District/Crawley Park Improvements

Cost: \$483,000.00

Project: Concrete, sewer work, earth excavation & landscaping.

Contact: Ken Waxler 1-847-293-2495

Village of Mount Prospect/Kensington Business Park Retention Basin Dredging

Cost: \$161,432.70

Project: Basin dredging of Kensington Business Park pond #7

Contact: Dan Randolph 1-847-870-5640

City of Highland Park/Ravine 2008

Cost: \$401,000.00

Project: Earth excavation, sewer work, gabions installation & landscaping.

Contact: JP Rodriguez 1-847-458-0898

City of Lake Forest

Cost: \$244,000.00

Project: Drainage improvements, landscaping, concrete & playground installation.

Contact: Dan Reeves 1-847-605-4207

Village of Hanover Park

Cost: \$380,000.00

Project: Installation of retaining walls & landscaping.

Contact: Howard Kilian 1-630-372-4444

Village of Schaumburg/Renaissance Hotel

Cost: \$96,000.00

Project: Irrigation installation & landscaping

Contact: Todd Wenger 1-847-344-5278

Schaumburg Park District/Campanelli Shoreline

Cost: \$126,000.00

Project: Earth excavation, prairie planting & flagstone.

Contact: Matt Gaynor 1-847-985-2115

Warren Township & Highway Dept./ Mill Creek Crossing Spillway Improvements

Cost: \$26,843.00

Project: Spillway modifications, channel excavation, stone rip rap, & restoration.

Contact: Patrick Bleck 1-847-295-5200

Charles J. Polito

Crystal Lake, IL 60014

Email: chuckp1583@yahoo.com

Phone: 231-360-9669

Objective

To obtain a leadership role in the field of construction, with a company that offers good opportunities and career advancement.

Qualifications

Project Management— Commercial construction projects over 1million dollars— for City, County, and Government.

Forman Superintendent— Commercial projects

Owner— Small Concrete Company

Experienced Concrete Finisher

Experienced Form Carpentry

Equipment Operator; Excavator, Loader, Bobcat, etc.

Builders Mathematics, Blue Print Reading, Surveying, Estimating

Underground Sewer & Water Contracting experience

Power Plant/ Sub Station Excavation/foundation Installation

Sales of services & products

Work History

Forman/ Superintendent

Responsibilities: Project management, oversee laborer activity, create job schedules and timelines, create and maintain budget, order materials, meet with city officials/government, equipment operation. Concrete finishing

Copenhaver Construction

February 2007 - Present

Pipe layer

Responsibilities: Equipment operator, sewer and water installation, grading, excavation

Cortis

April 2006-Jan.2007

Owner/Project Manager

Responsibilities: Advertising, financing, payroll, estimating, concrete finishing, hire/fire, remodel homes, order materials, bidding, oversee laborer activity, delegate activities, create and maintain budget and job schedules, equipment operation.

Polito Construction

Jan.2005-April 2006

Education

2001 Algonac High School graduate

2001 Builders Mathematics, Blueprint Reading, Surveying classes— Trade School

References

Mark Knoll, Inspector
City of Naperville, IL
Ph. 630-514-8581

Tom Schweihoffer, Owner
Schweihoffer Construction
Ph.810-650-0506

Mark Knoll
Inspector for the City of Naperville, IL
Ph. 630-514-8581

Tom Schweihoffer
Owner-- Schweihoffer Construction
Ph.810-650-0506

Lane
Electrical Subcontractor-Jasco
Ph.815-790-1581

See attached references

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 14887

Copenhaver Construction, Inc.

121 Center Drive

Gilberts IL 60136

Information for this business last updated on:

Thursday, September 17, 2009

Certificate produced on Friday, October 25, 2013 at 11:53 AM



Asset No.	Description	Year	Make	Model	Serial/VIN	Liquidation
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OTHER EQUIPMENT

1	Portable Deck Screening Machine, w/36"x80' Radial Stacking Conveyor	1991	Power Screen	MARK III	3204618	\$35,000.00
2	Motor Grader, Cab, PSMB w/ Hyd. Tilt	1986	TCI	747	10860107	\$10,000.00
3	8' Self Propelled Street Sweeper		Rosco		P8049A69	\$10,000.00

SUPPORT EQUIPMENT

1	72" Power Rake		Harley	MX7	MX778A031	\$6,750.00
2	Hydraulic Breaker		Indeco	HP 3000		\$15,000.00
3	Hydraulic Breaker		Strike	TNB 4MB	4M 1510	\$3,500.00
4	Hydraulic Breaker		Kent	KF6	KF68440	\$6,000.00
5	Hydraulic Breaker		Husky	HHS00-2		\$3,500.00
6	Hydraulic Breaker				124212	\$3,500.00
7	Hydraulic Breaker				124214	\$3,500.00
8	6" Diesel Water Pump		Syke	150M	AP 150123	\$7,500.00
9	6" Diesel Water Pump		Syke	150M	AP 150258	\$12,500.00
10	Skid-Steer Sweeper Attachment	QTY 2			72" & 60"	\$3,000.00
11	Hydro Seeder				86N83256	\$5,000.00
12	Arrow Board		Branco			\$3,000.00
13	Signco		Addco	AB15-10	800525	\$4,500.00
14	Hydro Seeder		Wild Flower	124-430X	N-2-2759-3-P-P	\$12,500.00
15	Trench Boxes	QTY 5				\$20,000.00
16	Stone Miser	12'				\$2,500.00
17	Tree Spade		New Holland		1215204	\$3,000.00
18	Drill Seeder		Flexill			\$8,000.00
19	Auger		Pengo			\$7,500.00
20	Grass Drill		Trax			\$7,500.00

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SMALL EQUIPMENT & MISC

24" Auger, Sod Cutter, Sewer Lasers, Walk Behind Concrete Saws, Plate Compactors, 1" Steel Plates, Barricades
2" & 3" Trash Pumps, Sod Cutters, Hyd. Roto Tiller, Portable Generators, Bradco Trencher, Small Arrow Boards,
Concrete Forms

SUMMARY OF TOTALS

Hydraulic Excavators	\$538,000.00
Skid Steer Loaders	\$302,000.00
Loaders & Dozers	\$325,500.00
Pile Driving Equipment	\$42,500.00
Compaction Equipment	\$101,500.00
Other Equipment	\$55,000.00
Supporting Equipment	\$138,250.00
Small Equipment & Misc.	\$95,000.00
Total:	\$1,597,750.00