

PROPOSAL SUBMITTED BY:

Copenhagen Construction Inc.

Contractor's Name

75 Koppie Drive

Street

P.O. Box

Gilberts, IL 60134

City

State

Zip Code



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

**PROPOSAL AND SPECIFICATIONS FOR**

**Water Street Mall Improvements**

Located between  
**E. Downer Place and E. Galena Blvd. in  
AURORA, ILLINOIS**

February 2018  
**REVISED March 7, 2018**  
Bid Number 18-17

PREPARED BY  
CITY OF AURORA  
CITYing Division  
44 EAST DOWNER PLACE  
AURORA, ILLINOIS 60507

**Request for Bids (RFB) – Water Street Mall Improvements (Bid 18-17)**

**ADDENDUM NO. 1**

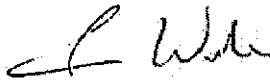
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TO: All Bidders  
FROM: Engineering Division, City of Aurora  
DATE: March 7, 2018

**THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS.  
THIS SIGNED FORM MUST BE RETURNED WITH THE BID.**

1. The City has made substantial modifications to the previously published Specifications for this project. As a result, the Specifications packet has been revised in its entirety and is included with this Addendum. This revised packet includes a revised Schedule of Prices to be submitted with all bids.
2. A bid alternate for "Decorative Concrete Panels" has been added to the project and is described in the revised Specification package included with this Addendum.
3. In an effort to maximize the number of bids received for this project, the City has elected to make today's Pre-Bid meeting non-mandatory.

Sincerely,



Ian Wade, P.E.  
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 PREFERRABLY BY E-MAIL AT [iwade@aurora-il.org](mailto:iwade@aurora-il.org) IMMEDIATELY UPON RECEIPT.**

COMPANY NAME

Copenhagen Construction, Inc.

SIGNATURE OF COMPANY REPRESENTATIVE

[Handwritten Signature]

**AURORA**  
**ILLINOIS**  
CITY OF LIGHTS

Pre-Bid Meeting Agenda for

**RFB – Water Street Mall Improvements**

Wednesday, March 7, 2018 10 A.M.

1. Introductions

a. Ian Wade, PE – Capital Projects Manager, City of Aurora

\* **SCOTT MILLER ELECTRICAL - CITY HANDLES / COMED**

2. Project Overview

a. To address the mismatched aesthetics and safety concerns which exist currently, the City is proposing the reconstruction of the Water Street Mall between Downer Place and Galena Boulevard. Some of the highlights of the project include:

- Removal of all existing hardscapes (concrete and pavers) and placement of new decorative "plaza" concrete (similar to what was recently constructed at the River's Edge Park in Aurora) and a ribbon of brick pavers (to match current and surrounding brick) **REGULAR CONCRETE 5X5 CUT PATTERN**
- The CONTRACTOR shall install all new concrete and pavers to best match the existing elevations to allow for the drainage configuration currently in place within the project area to remain, minimize the adjustment of structures, maintain ADA compliance, and accommodate the elevations of the adjacent buildings and doorways as best as possible.
- **Four new planter** beds at grade with concrete curb barrier, including one at the south end of the mall (Downer) similar to the rain garden recently constructed at a similar orientation on the north end of the mall (Galena) **ADJUST ALL. YOU MIGHT HAVE TO**
- New drainage infrastructure shall be constructed, including a new catch basin and 3 manholes to be connected to existing storm water lines under Water Street and E. Downer Place. All other underground utilities will be left undisturbed and in place **ADD / INSTALL CATCH BASIN - 3 MANHOLES DRAIN PIPE**
- Remove abandoned utilities protrusions as designated on the project plans. All active protrusions (including manholes, valves, and electrical vaults) shall be adjusted to the proposed final grade as necessary.

**CONTRACTOR SETS ELEVATION PLANS!**  
1/4" / -6" / 3/16" / **NO WORK DONE IN BEDS OR PARK ADDRESS ELEVATION AT DOOR ENTRANCES BLEND/MATCH**

\* A bid Alternate for approximately 255 SY of Decorative Concrete  
**BUTTERFIELD COLOR COLOR = SHAKE ON PRODUCT**

**STORM WATER INFRASTRUCTURE**

3. Items to be Submitted in Response to this RFB

a. As described in the bid documents, responses shall include the Schedule of Prices with Signatures, Bidder's Certification, Apprenticeship or Training Program Certification, Bidder's Tax Certification, and References

b. Sealed responses/bids will be received at the office of the City Clerk, 44 E. Downer Place, Aurora, IL 60507 until 2:00 P.M., March 21, 2018.

4. Discussion and Questions

**COMPLETE BY JUNE 1ST**

5. Site Walkthrough

**EXCEEDS BUDGET CONTRACT AWARDED APRIL 11th**

**2ND WK OF JUNE - FESTIVALS - MIGHT BE ELIMINATED**  
**COMED NEEDS 1 WEEK NOTICE**

**Request for Bids (RFB) – Water Street Mall Improvements (Bid 18-17)**

**ADDENDUM NO. 2**


Page 1 of 1

TO: All Bidders  
FROM: Engineering Division, City of Aurora  
DATE: March 13, 2018

**THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS. THIS SIGNED FORM MUST BE RETURNED WITH THE BID.**

1. There were several locations within the Revised Specifications package issued with Addendum 1 that inadvertently replaced the word “Engineer” with “City”. As such the following statements in the sections indicated in parenthesis should be modified as follows:
  - **(CONTRACT TIME)**: ...permission has been granted by the **CITY ENGINEER**...
  - **(NOTICE)**: ...Notify: City of Aurora **ENGINEER**ing Department...
  - **(NOISE LIMITATIONS)**: ...at the sole discretion of the **CITY ENGINEER**...
  - **(PRE-CONSTRUCTION MEETING)**: Attendance – City **ENGINEER**
  - **(PROPOSAL)**: 13. ...added cost of **ENGINEER**ing and supervision...
2. Addendum 1 introduced an Alternate Bid Item for 255 Square Yards of “Decorative Concrete Sections/Panels”. To clarify, the Unit Price and subsequent total cost submitted for this item should reflect the total cost of installing Decorative Concrete at the areas depicted on the Location Diagram included with Addendum 1 and not the cost difference to upgrade from “Plaza” to “Decorative”. The City will subtract the cost of 255 SY (or whatever square yardage of Decorative Concrete the City elects to install, if any) of Plaza Concrete from the contract price to account for the inclusion of the Alternate.
3. The Revised Special Provisions include an item titled “Paver Areas”, which includes the excavation of “24 additional inches to facilitate the total placement of 36 (inches) of topsoil at the three planters”. This should be modified to read “**36** additional inches to facilitate the total placement of **48** (inches) of topsoil at the three planters” to reflect a **new total planter depth of 48 inches**.
4. The Revised Specifications section “FAILURE TO COMPLETE WORK ON TIME” references Section 108.09 of the STANDARD SPECIFICATIONS. To clarify, this refers to Section 108.09 of the IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

Sincerely,



Ian Wade, P.E.  
City of Aurora Engineering Division

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COMPANY NAME

Copernicus Construction

SIGNATURE OF COMPANY REPRESENTATIVE

[Handwritten Signature]

**Request for Bids (RFB) – Water Street Mall Improvements (Bid 18-17)**

**ADDENDUM NO. 3**

Page 1 of 1

TO: All Bidders  
FROM: Engineering Division, City of Aurora  
DATE: March 19, 2018

**THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS.  
THIS SIGNED FORM MUST BE RETURNED WITH THE BID.**

1. Addendum 2 addressed the increase in depth of topsoil within the PLANTER AREAS from 36 to 48 total inches (please note that the special provision referenced in item 2 of Addendum 2 was errantly listed as "Paver" areas and not "Planter" areas). Despite this adjusted depth and subsequent increased volume to be excavated, the City has elected not to increase the 85 CY listed on the Schedule of Prices to account for the anticipated obstructions to be left in place within the planters (light poles, etc.) and the exclusion of any imported topsoil to Mundy Park (to be installed by the City).
2. The item listed as "PCC "PLAZA" CONCRETE" shall include a concrete thickness of 6 inches.
3. Plan Sheet 12 errantly states "Paint Crosswalk to Match Width of Proposed Receiving Curb Ramp". **All paint and thermoplastic** shall be installed by the CITY and therefore should not be included in the cost of the relevant line items.
4. The City received a request for clarification regarding the location of the approximately 65 SY of ASPHALT PATCHING. As stated on Page 6 of the Revised Special Provisions published with Addendum 1, "The limits of removal of asphalt pavement on E. Downer Place shall include an additional 2' beyond the eastern, western, and southern boundaries of curb replacement indicated in the Plans." This two foot extended asphalt area shall be removed, replaced, and paid for under the line item ASPHALT PATCHING.
5. Addendum 1 introduced an Alternate Bid Item for 255 Square Yards of "Decorative Concrete Sections/Panels". The cost presented for this item shall include the construction of a sample panel as described in the Butterfield Color Guide Specification with the following modification: **the panel shall be 5' x 5'** as opposed the 10' x 10' panel stated in the Guide Specification
6. The CONCRETE CURBING AT PLANTERS does not include reinforcing steel or dowel bars.

Sincerely,



Ian Wade, P.E.  
City of Aurora Engineering Division

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COMPANY NAME

*Copenhagen Construction, Inc*

SIGNATURE OF COMPANY REPRESENTATIVE

*Ian Wade*

**City of Aurora ("the City")**  
**Bid Number 18-17**  
**NOTICE TO BIDDERS**

**Time and Place of Opening of Bids**

Sealed proposals for the improvement described below will be received at the office of the City Clerk, 44 E. Downer Place, Aurora, IL 60507 until 2:00 P.M., March 21, 2018. Proposals will be opened and read publicly at 2:00 P.M., March 21, 2018 at the office of the City Clerk, 44 E. Downer Place, Aurora, IL 60507.

**Description of Work**

Name: Water Street Mall Improvements  
Water Street between E. Downer Place and E. Galena Blvd., Aurora, IL

Proposed Improvement: To address the mismatched aesthetics and safety concerns which exist currently, the City is proposing the reconstruction of the Water Street Mall between Downer Place and Galena Boulevard. Some of the highlights of the project include:

- Removal of all existing hardscapes (concrete and pavers) and placement of new decorative "plaza" concrete (similar to what was recently constructed at the River's Edge Park in Aurora) and a ribbon of brick pavers (to match current and surrounding brick)
- **The CONTRACTOR shall install all new concrete and pavers to best match the existing elevations to allow for the drainage configuration currently in place within the project area to remain, minimize the adjustment of structures, maintain ADA compliance, and accommodate the elevations of the adjacent buildings and doorways as best as possible.**
- Four new planter beds at grade with concrete curb barrier, including one at the south end of the mall (Downer) similar to the rain garden recently constructed at a similar orientation on the north end of the mall (Galena)
- New drainage infrastructure shall be constructed, including a new catch basin and 3 manholes to be connected to existing storm water lines under Water Street and E. Downer Place. All other underground utilities will be left undisturbed and in place
- Remove abandoned utilities protrusions as designated on the project plans. All active protrusions (including manholes, valves, and electrical vaults) shall be adjusted to the proposed final grade as necessary.
- String lighting will be installed in a "zig-zag" pattern with connection points approximately 20 feet apart on each side near the top of the second floor of the buildings. **These lights will be installed separately and are not part of this contract.**

The following items will be performed by others as noted and are **not** part of this contract:

- Removal of existing light poles and trees (including root balls) by City staff prior to commencement of the activities requested under this contract. While five will be demolished under this contract, four light pole bases to be reused will be properly protected.
- The two eastern planter beds will contain two of the existing light poles to be reinstalled and a single ornamental tree and the western planter bed will feature a green wall on the

adjacent building façade and various trees and/or plantings. All improvements within the planters will be installed by City staff and are not included with contract.

- Additional grass at the park transition will be planted and maintained by City staff.
- All new electrical infrastructure shall be installed by City staff upon removal of existing hardscapes.

### **Bidder Instructions**

1. Plans and bid forms will be available on February 28, 2018 on the 4th floor in the office of the Department of CITYing, 44 E. Downer Place, Aurora, IL 60507 for \$50.00 (non-refundable). Contact Person: Ian Wade (630) 256-3200.
2. A mandatory pre-bid meeting will be held at 10:00am on Wednesday, March 7, 2018 at the City of Aurora CITYing Department located on the 4th floor of City Hall, 44 E. Downer Place, Aurora, IL 60507. This meeting will include a walkthrough of site, which is adjacent to City Hall.
3. Bidders shall provide a minimum of three references with their bid. All Bidders, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Bidder and all employees who will work on the project may be made. Bidders agree to cooperate with the City to supply all information necessary to complete these investigations. The City, in its complete discretion, may disqualify any Bidder, including low Bidder, and may void any contract previously entered into based on its background investigation.
4. The City 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".
5. Any bidder that owes the City money may be disqualified at the City's discretion.
6. 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.
7. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the specifications 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 City 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 submitting a response to this notice, and as an express condition of consideration for contract award, the bidder agrees to be bound without limitation to all terms and conditions, specifications, requirements, and the statement of work contained herein.

By Order of  
City Clerk  
City of Aurora

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### LOCATION OF PROJECT

The project is located between E. Downer Place and E. Galena Blvd in downtown Aurora.

### CLARIFICATION OF CONTRACT DOCUMENTS

Any BIDDER in doubt as to the true meaning of any part of the contract documents, shall fax or email all questions to the City of Aurora Purchasing Department at fax # (630) 256-3559 or email address [PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org).

### CONTRACT TIME

The CONTRACTOR shall complete the contract work by the following completion dates, provided that Notice to Proceed is granted to the awarded CONTRACTOR no later than April 11, 2018.

Substantial completion shall be defined as all project improvements being completed with the exception of plantings and restoration, and shall be reached by **May 1, 2018 plus 20 working days** as defined by IDOT.

All work within the defined limits of the project shall be performed between the hours of 7:00 AM and 7:00 PM, Monday through Friday, and between 8:00 AM and 5:00 PM on Saturday, except in an emergency or when specific permission has been granted by the CITY CITY. No work is to be performed on Sundays or Memorial Day.

### FAILURE TO COMPLETE WORK ON TIME

The Contractor shall be assessed liquidated damages on a calendar day basis per Section 108.09 of the STANDARD SPECIFICATIONS for failure to complete work on time as required by the contract documents.

### NOTICE

A minimum of forty-eight (48) hour notice will be given to the CITY of the City of Aurora prior to starting work, or restarting work after some absence of work for any reason.

Notify: City of Aurora  
CITYing Department  
(630) 844-3620

### NOISE LIMITATIONS

All work within the defined limits of the project shall be performed between the hours of 7:00 AM and 7:00 PM, Monday through Friday, and between 8:00 AM and 5:00 PM on Saturday, unless authorized at the sole discretion of the City CITY. No work is to be performed on Sunday or Memorial Day.

### PREVAILING WAGE REQUIREMENT

In compliance with the Illinois Prevailing Wage Act, passed and approved June 26, 1941 as amended, the Contractor and each sub-contractor shall pay all laborers, workmen, and mechanics performing work pursuant to this contract not less than the prevailing rate of wages as has been determined by the Illinois Department of Labor, Kane County as of March 2010 and as set forth herein.

### IDOT PRE-QUALIFICATION

Contractor(s) shall be IDOT Pre-Qualified for 001 – Earthwork, 012 – Drainage and 017 – Concrete Construction.

### **MANDATORY PRE-BID MEETING**

A mandatory pre-bid meeting will be held at 10:00am on Wednesday, **March 7, 2018** at the City of Aurora CITYing Department located on the 4th floor of City Hall, 44 E. Downer Place, Aurora, IL 60507. This meeting will include a walkthrough of site, which is adjacent to City Hall.

### **AWARD OF WORK**

The City of Aurora reserves the right to award the work based on either the Base Bid.

### **PRE-CONSTRUCTION MEETING**

Upon execution of the contract with the successful bidder, the City will schedule a meeting with the Contractor. The Contractor shall submit his progress schedule, QC Plan, any material submittals, and Traffic Control Plan at or before this meeting. In attendance shall be the Contractor's representative on the job, i.e., Construction Superintendent or Foreman. On or before this meeting the Contractor shall inspect the work site to determine the existing conditions.

1. Purpose - To discuss and resolve any problems regarding the work prior to the Contractor starting work. This includes the schedule of construction operations and interpretation of the Special Provisions and/or plans.
2. Attendance - City CITY, representatives of other City departments, Contractor, Utility Company representatives, if utility work or adjustments is required. Also, any other person as may be deemed necessary.
3. Specification information regarding source of materials, who is responsible for testing or materials, who is QC Manager, what, if any, work will be sublet, responsibility for maintaining traffic or detours and any other problems relating to the work are to be discussed.

### **PUNCH LIST ITEMS**

Throughout the duration of the project, the CITY shall submit periodic punch list items to the Contractor. These items must be complete within 5 calendar days once the CITY notifies the Contractor of these items in writing. Liquidated damages will be assessed if these items are not complete to the satisfaction of the CITY within the 5 calendar days.

### **PAYMENT FOR COMPLETED WORK**

Payments shall be subject to retainage by the City as follows:

There shall be deducted from the amount so determined for the first fifty percent (50%) of the completed work a sum of ten percent (10%) to be retained until after the completion of the entire work to the satisfaction of the CITY. After fifty percent (50%) or more of the work is completed, the CITY may, at his discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent (5%) of the total adjusted contract price.

In addition, the City may keep any money which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary thereof, to the payment of any expenses, losses, or damages, as determined by the City Manager or his designee, incurred by the City; and may retain, until all claims shall have been settled, so much of the moneys as the City Manager or his designee shall be of the opinion will be required to settle all claims against the City and its officers and agents as herein elsewhere specified, and all claims for labor on notice of which signed and sworn to be the claimants, shall have been properly filed. All claims against the City for property damage or personal injury related to or resulting from the work

of the Contractor, shall be either fully resolved or submitted to the applicable insurance carrier within 30 days of receipt by the Contractor.

Payment requests must be accompanied with:

- Quality Control charts and test results.
- Material and supplier certifications.
- Affidavit of Payment Obligations from the general contractor detailing the amounts due for the specific portions of the progress payment.
- Waiver of Lien to Date from the general contractor in the amount of the progress payment.
- Waiver of Lien to Date from each subcontractor, suppliers and materialmen listed in the general contractor's affidavit current to the extent and value of the work reported in the previous payment request.

Prior to the Final Payment, the Contractor shall also provide Final Waiver of Lien for his Company, all subcontractors, suppliers, and materialmen.

Payments will not be made under this contract to the Contractor for the work completed unless the Contractor has also satisfactorily completed his responsibilities for restoration.

#### RESPONSIBILITY OF WORK

The Contractor shall assume total risk and liability, and will be responsible for any and all damages to the work, to persons, or property caused by, or in any way resulting from doing the work.

#### WATER FOR CONSTRUCTION PURPOSES

City water for construction purposes will be available to the Contractor at his cost, according to the rates in effect at the time of usage. The contractor will use water only from a location approved by the Water and Waste Water Department. If approved, the contractor shall apply to the City of Aurora Water and Sewer Department for usage of a meter in accordance with Department regulations. The contractor shall pay all required deposits, fees, and rentals as determined by the Water Department.

#### LICENSES AND PERMITS

The contractor shall be responsible for obtaining any applicable licenses and permits. No person shall construct, install, or repair any concrete items within the City limits unless such person has first obtained said licenses and permits

All costs associated with obtaining the necessary permits outlined in these specifications and as directed by the CITY shall be considered included in the cost of the pay item for "MOBILIZATION". No additional compensation shall be made.

#### SITE DEWATERING

Site dewatering to maintain suitable working conditions so that the improvements may be constructed in the dry shall be the sole responsibility of the Contractor.

### LOCATION OF UTILITIES

Before starting construction, the Contractor shall contact JULIE for locations of any and all utilities. The toll free telephone number is 1-800-892-0123. A joint meet shall be established for the Utility Improvement portion of the project.

The Contractor is responsible for notification and coordination with JULIE for locations of utilities before and throughout the project.

### COORDINATION WITH CONCURRENT, ADJACENT PROJECTS

Should this project overlap with any other project, the Contractor shall coordinate with all contractors, subcontractors and other personnel involved with the other projects. At times one Contractor may have to access the jobsite through an adjacent Contractor's project. In accordance with Section 105.08 of the STANDARD SPECIFICATIONS, the Contractors shall coordinate this access. The Contractor(s) requiring access will have the general responsibility of barricade maintenance, daily cleanup, maintenance of traffic and other associated work with this access.

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## PROPOSAL

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

1. Proposal of Copenhagen Construction, Inc  
for the improvement known as **Water Street Mall Improvements**
2. The plans and specifications for the proposed improvements are those prepared by City of Aurora.
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.

9. The undersigned agrees that the CITY 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 fifteen (15) days of 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 CITY by the above dates unless the CITY 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 Special Provisions, 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 CITYing 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 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, not as a penalty but as liquidated damages for delay in completion of the work in accordance with the Standard Specifications; 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 \$ 28,598.00.

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.
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. 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.
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 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 who has been delinquent or unfaithful in any former contract with the City, or who is a defaulter as surety or otherwise upon an 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:



(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 Copenhagen Construction, Inc.

Signed By [Signature]

Business Address 75 Koppie Drive

Gilberts, IL 60136

President Ken Copenhagen

Secretary Vimi Bolanowski

Treasurer \_\_\_\_\_



Attest: [Signature]

Secretary



State of Illinois  
DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION  
FOR  
EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this bid 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](http://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.



Illinois Department of Transportation

Local Agency Proposal Bid Bond

Route Various
County Kane
Local Agency City of Aurora
Section

RETURN WITH BID

PAPER BID BOND

WE Copenhagen Construction, Inc. as PRINCIPAL, and Western Surety Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum.

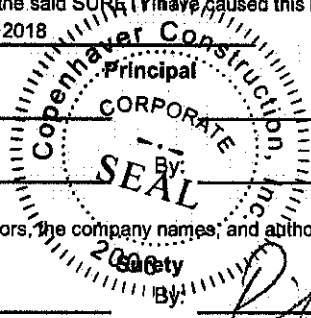
WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

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 21st day of March 2018

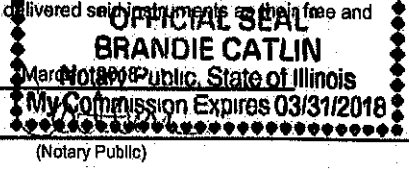
Copenhagen Construction, Inc. (Company Name)
By: Ken Copenhagen, President (Signature and Title)
Western Surety Company (Name of Surety)
By: [Signature] (Signature of Attorney-in-Fact)



STATE OF ILLINOIS, COUNTY OF Will, I, Brandie Catlin, a Notary Public in and for said county, do hereby certify that [Signatories], and David Kotula (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 instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of March 2018. Brandie Catlin, Notary Public, State of Illinois, My Commission Expires 03/31/2018



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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**David Kotula, Individually**

of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of May, 2017.

WESTERN SURETY COMPANY



*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 5th day of May, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of March, 2018.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant 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. O17-029, adopted on June 27, 2017.
- 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.

COMPANY NAME Copenhaver Construction, Inc.

ADDRESS 75 Koppie Drive

CITY/STATE/ZIP CODE Gulf Breeze, FL 32561

NAME OF CORPORATE/COMPANY OFFICIAL Ken Copenhaver  
PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE March 20, 2018

TELEPHONE 847 428-6696 x102

FAX No. 847 428-6798

Subscribed and Sworn to  
Before me this 20 day  
of March, 2018

[Signature]  
Notary Public



**Apprenticeship or Training Program Certification**

**Return with Bid**

**All contractors are required to complete the following certification:**

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

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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 bid 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 bids 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*

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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 bid 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.

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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: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_

Title: \_\_\_\_\_

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**

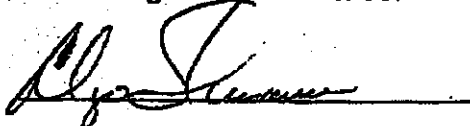
**Alonzo Schumann  
Apprenticeship Coordinator  
PO Box 2042, Loves Park, IL 61130  
Office/Fax 815-637-4590—Cell 815-378-0522**

**June 12, 2012**

**To whom it may concern:**

**Local 11 OPCMA, 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.

# The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

**N. J. P. Cement Masons & Plasterers IATC Local #11**

**Rockford, Illinois**

*For the Trade - Cement Mason and Plasterers*

*Registered as part of the National Apprenticeship Program*

*in accordance with the basic standards of apprenticeship*

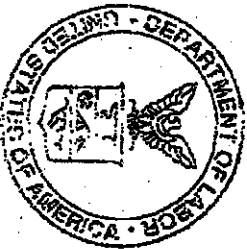
*established by the Secretary of Labor*

July 26, 1989

Date Received June 17, 2004

1 P004890005

Registration No.



R. J. Chao

Secretary of Labor

Anthony S. Swager

Administrator, Apprenticeship Training, Employer and Labor Services

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

LOCAL UNION NO. 150, 150E, 150A, 150C, 150RA, 150D, 150S, 150M

AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENT

**JAMES M. SWEENEY**  
PRESIDENT-MACHINE & MANAGER1709 482-0800 - FAX 1709 482-7188  
8200 JOLIET ROAD  
COUNTRYSIDE, IL 60825-3992

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. ...  
Representative of ...

Registration No. ...

# The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificates 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

JE 008780173  
Registration No.



*Robert L. Casper*  
Secretary of Labor

*Andrew S. Swartz*  
Assistant, Apprenticeship Training, Employer and Labor Services

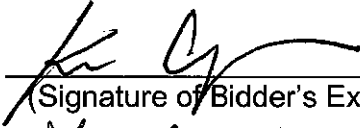
STATE OF ILLINOIS )  
                                  )     ss.  
County of Kane     )

**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 20<sup>th</sup> day of March, 2018.

By   
(Signature of Bidder's Executing Officer)  
Ken Copenhagen  
(Print name of Bidder's Executing Officer)  
President  
(Title)

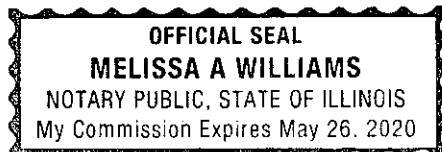
ATTEST/WITNESS:

By   
Title Secretary

Subscribed and sworn to before me this  
20 day of March, 2018.

  
Notary Public

(SEAL)



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**APPENDICES**

- APPENDIX A – PLAN DETAILS
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### **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007 (hereinafter referred to as the "STANDARD SPECIFICATIONS"); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedure of Materials" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2010; all of which apply to and govern the construction of **WATER STREET MALL IMPROVEMENTS** in Aurora, Kane County, Illinois.

These Special Provisions included herein apply to and govern the proposed improvement designated and in case of conflict with any part or parts of said specifications, said Special Provisions shall take precedent and shall govern.

#### **PUBLIC CONVIENCE AND SAFETY**

In addition to the requirements of Article 107.09 of the STANDARD SPECIFICATIONS, the Contractor shall maintain entrances and side roads along the proposed improvement; interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused the Contractor by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed. It is understood that daytime lane closures may occur. **Emergency vehicle access shall be maintained at all times. The Contractor must stage construction and/or use steel plates to maintain access to businesses upon request.**

Construction shall be scheduled and coordinated around any special events as directed by the CITY to minimize interference with traffic movements and inconvenience to owners of adjacent property. Construction signs referring to temporary lane closures during work hours shall be removed or covered during the non-work hours. Excavation along the edge of pavement or other obstructions within 15 feet of the edge of pavement shall be barricaded during non-work hours.

During all construction operations, the Contractor will be required to provide, erect and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control.

All provisions relating to traffic control, signage, barricades and the use of flagmen shall be subject to the approval and the direction of the CITY.

To ensure that safe and efficient traffic control and protection is provided at all times, the Contractor shall provide to the Owner and the CITY the telephone number of his employee or agent who is responsible for traffic control and protection and shall confirm that this representative will be available at any time, day or night, to correct, add to or modify any traffic control devices or provisions to assure safe and efficient traffic operations.

The Contractor will not be allowed to close any street to through travel. The Contractor will be required to provide all warning signs, barricades, traffic cones, flagmen and other



appurtenances as the CITY deems necessary to guarantee the safety of motorists and pedestrians during construction. The provided traffic control plan is considered the minimum amount necessary, and the CITY reserves the right to add or modify the traffic control as deemed necessary throughout the various stages of construction to guarantee the safety of motorists and pedestrians during construction.

This work will not be paid for separately but shall be considered as incidental to the Traffic Control and Protection and no extra compensation will be allowed. Failure to comply with directions from the CITY will result in a charge of \$500.00 per day penalty.

### **VANDALISM**

Special attention is called to Article 107.30 of the STANDARD SPECIFICATIONS. Any defaced work shall be corrected or replaced by the CONTRACTOR at his sole expense prior to final payment. The CITY shall cooperate with the CONTRACTOR to minimize vandalism, but the CONTRACTOR shall be ultimately responsible to correct any damage. This shall be considered incidental to the contract.

### **MOBILIZATION**

**Description.** This work shall be performed in accordance with Section 671 of the STANDARD SPECIFICATIONS, with the addition of the following:

**Basis of Payment.** The allowable LUMP SUM bid price for **MOBILIZATION** shall be limited to a maximum of five percent (5%) of the total contract amount.

### **MAINTENANCE OF ROADWAYS**

Beginning on the date that the CONTRACTOR begins work on this project, he shall assume responsibility for normal maintenance of all existing roadways within the limits of and directly adjacent to the improvements. This normal maintenance shall include all repair work deemed necessary by the CITY, but shall not include snow removal operations. Traffic control and protection for this work will be provided by the CONTRACTOR as required by the CITY.

If items of work have not been provided for in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the CITY, will be paid for in accordance with Article 109.04 of the STANDARD SPECIFICATIONS.

### **TRAFFIC CONTROL AND PROTECTION**

**Description.** Traffic Control shall be in accordance with the applicable sections of the STANDARD SPECIFICATIONS, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highways Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specification and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices,

Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the City of Aurora at least 72 hours in advance of beginning work.

**Standards:** 701602-04, 701701-06, 701801-04, 701901-01

**Method of Measurement.** No separate measurement shall be made for this work.

**Basis of Payment.** This Work will be paid for at the LUMP SUM price for **TRAFFIC CONTROL AND PROTECTION**, which price shall be payment in full for all labor, all materials, and equipment necessary to complete the work as described and referenced above.

### **CONSTRUCTION FENCING**

**Description.** This work consists of furnishing, installing and maintaining temporary construction fence around the limits of the project and as directed by the CITY.

**Materials.** The fence shall have a minimum 4' height and shall be snow fence, flexible wooden picket fence, woven wire fence, or any other material approved by the CITY.

**Construction Requirements.** Fence stakes shall be 8' minimum length metal stakes and in accordance with Article 710.34(d) of the Standard Specifications or painted metal posts.

The fence shall be staked at maximum 10-foot intervals. The fence shall be removed by the Contractor upon completion of the contract.

**Basis of Payment.** This work will be paid for at the LUMP SUM contract price for **CONSTRUCTION FENCING**, which price shall include all work, materials and equipment necessary.

### **SAW CUTTING**

**Description.** All existing pavement, curb and gutter, and sidewalk to be removed shall be saw cut at neat lines. The concrete saw shall be equipped with a diamond blade of sufficient size to saw pavements full-depth and be capable of accurately maintaining cutting depth.

**Basis of Payment.** All saw cutting shall be considered incidental to the pertinent demolition or removal item and no additional compensation for this work shall be made.

### **COMBINATION CONCRETE CURB & GUTTER REMOVAL**

**Description.** This work shall consist of the removal of existing curb and gutter as indicated on the project plan page "East Downer Place Sidewalk and Curb Plan" in accordance with the STANDARD SPECIFICATIONS and as specified herein.

**Construction Requirements.** The CONTRACTOR shall also excavate all material necessary to build the proposed sidewalk, pavers, and planter as shown on the project plans. The excavated material shall be disposed of off-site in accordance with special provision DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL.

**Method of Measurement and Basis of Payment.** The work will be paid for at the contract unit price per LF for **COMBINATION CONCRETE CURB & GUTTER REMOVAL** as measured in the field, which price shall be payment in full for all labor, equipment and material required to remove the combination concrete curb & gutter and excavate to the required depth to facilitate new construction.

The limits of removal of asphalt pavement on E. Downer Place shall include an additional 2' beyond the eastern, western, and southern boundaries of curb replacement indicated in the Plans. The perpendicular saw cuts, asphalt removal, base replacement, and final hot mix asphalt patching shall be paid for at the unit price per SY for **ASPHALT PATCHING**.

Any other existing pavement called out on the plans to remain in place that is removed, disturbed, or damaged adjacent to the new curb and gutter shall be replaced with hot mix asphalt and/or Class SI concrete in kind at no additional cost to the Owner.

### **CONCRETE AND PAVER REMOVAL**

**Description.** This work shall consist of the removal of all existing concrete and pavers in accordance with the STANDARD SPECIFICATIONS and as specified herein. The extent of the sidewalk to be removed as shown on the project plan page "East Downer Place Sidewalk and Curb Plan".

**Construction Requirements.** The CONTRACTOR shall excavate all material necessary to build the proposed sidewalk, pavers, and planters as shown on the project plans.

Any existing pavement to remain in place adjacent to the concrete and pavers that is removed, disturbed, or damaged shall be replaced in kind (brick pavers, hot mix asphalt and/or concrete) at no additional cost to the Owner.

All existing 4" x 8" brick pavers not substantially damaged during removal shall be salvaged and stockpiled onsite for potential palletization by the CITY. All other pavers and hardscape, along with excavated soils, shall be disposed of by the CONTRACTOR in accordance with the special provision DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL.

Should the owners or tenants of the adjacent building require access to doorways between the phases of removal of replacement of concrete and pavers, the CONTRACTOR will be asked to coordinate access and construct temporary soil ramps at doorways.

*The CONTRACTOR may wish to consider staging the removal and replacement of the concrete and pavers across the mall to prevent damage to subgrade materials by concrete trucks and heavy vehicles.*

**Method of Measurement and Basis of Payment.** The work will be paid for at the contract unit price per SY for **CONCRETE AND PAVER REMOVAL** as measured in the field, which price shall be payment in full for all labor, equipment and material required to remove the concrete and pavers and excavate to the required depth to facilitate new construction.

At those areas designated for new planter construction, this item shall include removal of concrete and pavers and excavation to a depth equivalent to the adjacent areas to be repaved (typically 12" below finished grade). The additional (over)excavation required to facilitate the designed depth of topsoil (36" total to finished grade (not top of curb)), shall be included in the cost for PLANTER AREAS.

### **DEMOLITION OF INACTIVE UTILITIES AND OTHER PROTRUSIONS AND EMBEDS**

**Description.** This work shall consist of furnishing all labor, materials, tools and equipment necessary to remove and dispose of existing items which are contained within or protrude through the existing concrete, including any associated conduit and wiring as necessary, to facilitate the proposed improvements. It is the understanding of the CITY that electrical items are no longer energized, but the CONTRACTOR shall coordinate with the CITY to confirm prior to commencement of demolition activities.

These items include select electrical pull boxes, electrical and concrete bollards, and select street light pole bases and foundations. See the pertinent exhibits attached to this RFB for pictures and locations of all known items.

All items which extend below the bottom of existing pavement shall be cut off to the minimum depth necessary to facilitate the installation of the required base and pavement sections as indicated in the project documents.

As none of the items to be demolished are active or anticipated for reuse, capping or protection of any infrastructure below the depth of cutoff is not required.

**Method of Measurement and Basis of Payment.** The work will be incidental to the price for CONCRETE AND PAVER REMOVAL and no additional compensation for this work shall be made.

### **STREET LIGHT POLE BASES AND FOUNDATIONS**

**Description.** Five of the bases and foundations shall be demolished in accordance with the DEMOLITION OF INACTIVE UTILITIES AND OTHER PROTRUSIONS AND EMBEDS Special Provision presented above.

The other four street light pole bases and foundations to remain, which shall be contained within the planters to be constructed, shall be properly secured and protected by City staff prior to the commencement of demolition. As such, there is no work required under this contract on the four bases and foundations to be reused.

## **ADJUSTMENT OF CITY OWNED STRUCTURES**

**Description.** This work shall consist of the adjustment of existing manholes, city owned electrical vaults, and valves, as required in accordance with Section 562, 565 and 603 of the Standard Specifications and as stated herein. See the pertinent exhibits attached to this RFB for pictures and locations of all known items which may require adjustment.

Manholes and Vaults – shall be completed during pavement patching. Sudden bumps or dips in the ride quality at castings following the placement of surface will not be accepted. Final frame height shall be approximately 0.25 inch lower than the adjacent pavement.

Sanitary Manholes shall be adjusted similar to Manholes and Valve Vaults, however an externally applied Chimney Seal will also be required. External chimney seals shall be Adapter Shield, Infi-Shield, Canusa Wrapid Shield, Flexrib, or approved equal.

Butyl rope shall be utilized at all interfaces.

The CONTRACTOR shall install all new concrete and pavers to best match the existing elevations to allow for the drainage configuration currently in place within the project area to remain, minimize the adjustment of structures, maintain ADA compliance, and accommodate the elevations of the adjacent buildings and doorways as best as possible. If upon excavation of adjacent hardscapes, the frames and/or lids of structures such as electric boxes and storm water manholes require replacement (for structural or aesthetic purposes), the CITY will provide new frames and lids and the replacement will be considered a STRUCTURE ADJUSTMENT.

This work will be paid for at the contract unit price EACH (EA) for a **STRUCTURE ADJUSTMENT** of the type specified in the bid proposal, which cost shall include all labor and materials to complete the adjustment in accordance with this provision. Due to the increased requirements for the lone sanitary manhole, **SANITARY SEWER STRUCTURE ADJUSTMENT** shall be a separate line item.

## **ADJUSTMENTS AND MODIFICATIONS TO STRUCTURES OWNED BY OTHERS**

**Description.** This item is intended to address structures related to utilities not owned or maintained by the City of Aurora. These structures, of which adjustments and modifications will **NOT** be the responsibility of the CONTRACTOR under this contract, include:

*Nicor Gas Valves* – These valves will not be modified. Should an adjustment to the elevation of any of the valves be required, it will be performed by a representative of Nicor.

*Com Ed Round Manhole* – This manhole will not be modified. Should an adjustment to the elevation be required, it will be performed by a representative of Com Ed.

*Com Ed Square Manhole* – The three Com Ed manholes with square lids will be replaced with round manholes by a representative of Com Ed in conjunction with the removal of the surrounding hardscapes. The CONTRACTOR will not be required to address these, but shall

provide adequate notice to Com Ed's representative pending completion of removal of existing hardscape and prior to repaving.

*Com Ed Electric Vaults* – The access hatches for the majority of these vaults are metal grate and will likely remain unaltered. Should an adjustment to the elevation be required, it will be performed by a representative of Com Ed.

Several other access hatches for the vaults have been covered with brick pavers. These pavers shall be removed by the CONTRACTOR, with payment included in the LUMP SUM price for CONCRETE AND PAVER REMOVAL. This price shall be payment in full for all labor, equipment and material required to complete the work as specified.

Should the vault beneath the brick require adjustment, said adjustment will be performed by a representative of Com Ed. Additionally, the replacement hatch configuration and material will be selected and installed by representatives of Com Ed and should not be included in the CONTRACTOR'S estimate for PCC "PLAZA" CONCRETE or BRICK PAVERS. Should the CONTRACTOR be asked to repave over the vault hatches, this work will be paid at the unit rate cost established in this proposal for the pertinent material.

#### **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 predetermined 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** (as defined in the Standard Specifications).

Administration of Vouchers:

Contractor to be provided with vouchers for ONE-DAY at a time. Each voucher will be signed dated for only one day of use. It is the sole responsibility of the Contractor to ensure that the vouchers are complete prior to leaving the project site to avoid rejection. Delivery of vouchers will be at the end of the day prior to, or the morning of, the day when spoils are anticipated to be taken to the Heartland CCDD Facility. It is the Contractors sole responsibility to contact the City the day before work to request the number of vouchers for the following day. In the event that the Contractor fails to contact the City to obtain vouchers for any specific work day, the Contractor can stage up to 10 loads of materials at the City lot, with no additional compensation; all loads temporarily stored for this reason must be removed the following morning. Use of the City lot for temporary storage can be restricted at any time. Un-used tickets for each day will be reclaimed by a representative from the City when vouchers for the next day are delivered.

Penalty for Misuse of Vouchers:

*In the event that additional vouchers are requested and utilized on projects other than the specific project identified on the voucher, Heartland CCDD will prohibit the Contractor from utilizing the facility in the future. Heartland CCDD will be monitoring loads and making field visits to correlate truck origins on each project; violations of the voucher policy will be reported to the City and upon satisfactory evidence provided to the City that vouchers are being misused, the penalty fees will be assessed. In the event that repeat violations occur, contractors may be prohibited from utilizing the Heartland CCDD Facility or potentially prohibited from bidding future work within the City of Aurora. In the event that Heartland CCDD, the Contractor must complete the project utilizing a different CCDD facility, with no additional compensation provided for travel time or dump fees.*

**PERIMETER EROSION BARRIER**

**Description.** This work shall consist of furnishing all labor, materials, tools and equipment necessary to place perimeter erosion barrier as shown on the plans and as directed by the CITY. This work shall be completed in accordance with Section 280 of the STANDARD SPECIFICATIONS, except as modified herein:

**Method of Measurement:** PERIMETER EROSION BARRIER will be measured for payment in feet in place for each barrier (double barrier is considered two separate fences for the purposes of measurement).

**Basis of Payment.** The work will be paid for at the contract unit price per LF for **PERIMETER EROSION BARRIER**, which price shall be payment in full for all services, materials, labor and other items necessary to install, maintain and remove perimeter erosion barrier as shown on the plans and as directed by the CITY.

**POROUS GRANULAR EMBANKMENT**

**Description.** All work shall be in accordance with Section 207 of the STANDARD SPECIFICATIONS except as modified herein.

**Construction Requirements.** The CONTRACTOR shall undercut and remove all unsuitable soils below the proposed subbase elevation as directed by the CITY. The excavated material shall be disposed of off-site in accordance with special provision DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL.

The over-excavated areas shall then be backfilled with POROUS GRANULAR EMBANKMENT (PGE). PGE shall be IDOT gradation CA-1 unless otherwise authorized by the CITY.

**Method of Measurement and Basis of Payment.** This work will be measured and paid for at the contract unit price per CY for **POROUS GRANULAR EMBANKMENT** as measured in the field, which price shall include all labor, materials and equipment necessary to complete this item as specified.



## **TRENCH BACKFILL, PIPE BEDDING, AND COVER**

All select granular material shall meet IDOT gradation specifications and shall be either crushed limestone, crushed concrete or crushed gravel. Material excavated as part of this project may be processed on site for re-use with approval from the CITY at an agreed upon unit price.

### 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 CITY.

#### 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 CITY 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. If the contractor requests and receives approval to perform mechanical compaction in place of jetting all trenches, they shall be responsible for hiring and compensating a third party testing agency to verify that the minimum compaction requirements listed in the Standard Specifications for Water and Sewer Construction in Illinois and special provision SP G.7 have been met.

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

#### 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 bituminous pavement patch.

#### PLANTER AREAS

**Description.** This item shall include excavation of the four planter areas and replacement with topsoil. Placing topsoil in the planter beds shall conform to Section 211 of the STANDARD SPECIFICATIONS. Proposed total depth of excavation within the planter beds shall be 36 inches from excavated bottom to top of adjacent pavement (not top of planter curb).

**Note that all existing trees, including root balls, shall be completely removed by the CITY prior to commencement of this contract. Additionally, the existing streetlights within the planters will be removed, foundations protected, and replaced by the CITY.**

**Method of Measurement.** This work will be measured in their original positions, and the volumes computed in cubic yard shall exclude the initial excavation of 12" in these areas (which is to be paid as part of the above described CONCRETE AND PAVER REMOVAL item). Only the subsequent over excavation of 24 additional inches to facilitate the total placement of 36" of topsoil at the three planters is included with this item. Quantities shown in this document are for bid purposes only. Final quantities shall be based on measurements in the field. CONTRACTOR shall be responsible for providing field survey to generate end area measurements and earthwork volumes. Measurements and quantities shall be provided

to the CITY for approval and acceptance for payment. Truck tickets shall not be an acceptable form of substantiating topsoil excavation quantities and payments.

**Basis of Payment.** This work will be paid for at the contract unit price per CY for **PLANTER AREAS** as measured in the field or as agreed to with the CITY prior to work beginning on the site, which price shall include excavation, transportation, storage, placement, off-site disposal and all other work necessary to complete this item as described herein.

The topsoil to be placed at the area which is currently paved adjacent to Mundy Park shall consist of organic onsite spoils, with final topsoil placement and seeding to be performed by the CITY.

### **STORM SEWERS**

**Description.** 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 CITY. 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 CITY 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.

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 CITY. The Contractor shall be required to excavate to the depth determined by the CITY and shall replace the excavated base with CA-1 or CA-7 as directed by CITY. The excavated material shall be disposed of off-site in accordance with special provision DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL.

Storm sewers shall be constructed of ductile iron and reinforced concrete pipe as presented in the Project Plans.

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

**Basis of Payment.** Payment will be made at the contract unit prices per LF for **STORM SEWER – DIP** and **STORM SEWER - RCP** of the type and size specified and shall include excavation, dewatering and all appurtenances.

### **STORM MANHOLES**

**Description.** 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 on 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. Frames and Lids shall be Neenah No. R-1713 with a Type B cover, East Jordan 1051-3, or approved equal within paved areas with a watertight lid with concealed pickhole. 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.

**Basis of Payment.** Payment will be made at the contract unit price EACH for **STORM MANHOLES**, 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 CITY in the field, and connection of new or existing pipes to the manhole.

The excavated material shall be disposed of off-site in accordance with special provision **DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL**.

## **CATCH BASINS**

**Description.** 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 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 and grates shall be Neenah R-3015 with Type R grate, or approved equal, as specified in the Project Plans.

**Basis of Payment.** Payment will be made at the contract unit price EACH for **CATCH BASINS** of the type and 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 CITY in the field, and connection of new or existing pipes to the new storm structure. 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 excavated material shall be disposed of off-site in accordance with special provision DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL.

## **DRAIN BASINS**

**Description.** This work shall consist of replacing the existing inlet grate and frame on the existing nine drain basins with new grates and frames to be provided by the City. Other than setting of the replacement grates and frames at the surface, there are no modifications to the Drain Basins or their connection pipes included with this project.

**Existing basins, all of which are to receive replacement grates and frames, are shown on the "Existing Utilities" pages of the Project Plans as item numbers 4 and 5.** The CITY recommends that the Drain Basin grates and frames be installed with top of rim elevations matching the existing rim elevations. Minor adjustments may be necessary to ensure continued proper operation of each Drain Basin and prevent flooding and the cost of such adjustments are considered incidental to this item.

**Method of Measurement and Basis of Payment.** This work shall be paid for at the contract unit price per EACH for **DRAIN BASINS**, which price shall be payment in full for all labor, equipment, and material necessary to complete the work as specified herein.

### **FIELD ADJUSTMENTS TO PROPOSED STORM STRUCTURES**

This work shall consist of making modifications to **new** storm structures as required to facilitate changes in the proposed line and/or grade of the storm sewer. Such modifications may include saw cutting the pre-cast structure and installing brick and mortar in order to raise or lower one or more pipes entering or exiting the new manhole, or saw cutting new openings. This work may also include saw cutting the proposed structure in order to lower the proposed rim elevation beyond the limits of the adjusting rings.

This does not include adjustments to the new grates and frames to be installed on the Drain Basins.

This work shall be paid for at the contract unit price per EACH for **FIELD ADJUSTMENTS TO PROPOSED STORM STRUCTURES**.

### **COMBINATION CONCRETE CURB & GUTTER**

**Description.** This work shall consist of the construction of new concrete curb and gutter along E. Downer Place to match existing and adjacent curb and gutter including placement of base material in accordance with Sections 606, 202, 205 and 311 of the STANDARD SPECIFICATIONS and as specified herein.

**Construction Requirements.** The proposed base shall be 4" of Granular Material, Type B (CA-6) in accordance with Section 311 of the STANDARD SPECIFICATIONS. Backfill behind the proposed back of curb shall be in accordance with Section 205 of the STANDARD SPECIFICATIONS. Any existing pavement called out on the plans to remain in place that is removed adjacent to the new curb and gutter shall be replaced with hot mix asphalt and/or Class SI concrete at no additional cost to the Owner.

The curb and curb ramps shall be constructed in accordance with the details attached to this RFB. Contraction joints shall be placed at a maximum spacing of 10 feet. Concrete shall be Class SI.

All new markings (thermoplastic and/or paint) shall be installed by the CITY.

**Method of Measurement and Basis of Payment.** Combination concrete curb and gutter placement, and installation of base material to construct the work as shown on the plans and as specified herein shall be measured and paid for at the contract unit price per LF for **COMBINATION CONCRETE CURB AND GUTTER**, which price shall be payment in full for all services, materials, labor and other items necessary to complete the work.

Removal of existing curb and pavement, as well excavation to the elevation required to install the new combination concrete curb and gutter, shall be paid as part of the line item CONCRETE AND PAVER REMOVAL and the cost should not be included as part of the line item COMBINATION CONCRETE CURB & GUTTER.

## **PCC SIDEWALK**

**Description.** This work consists of construction of new 6" PCC Sidewalk along E. Downer Place, including placement of base material, in accordance with Section 424 and 440 of the Standard Specifications and the details included herein.

**Construction Requirements.** The proposed base shall be 6" of Granular Material, Type B (CA-6) in accordance with Section 311 of the STANDARD SPECIFICATIONS. Backfill behind the proposed back of curb shall be in accordance with Section 205 of the STANDARD SPECIFICATIONS. Any existing pavement called out on the plans to remain in place adjacent to the new curb and gutter that is removed, disturbed, or damaged shall be replaced with hot mix asphalt and/or Class SI concrete at no additional cost to the Owner.

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

Expansion joints of three-fourths inches (3/4") full depth bituminous fiber material are required where the new sidewalk abuts all curb, buildings, poles, and other structures or as otherwise directed by the CITY.

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 6" thick. Sidewalk curb ramps shall be increased to 8" thick. The additional thickness will not be paid for separately but shall be considered incidental to this pay item.

**Method of Measurement and Basis of Payment.** PCC sidewalk placement and installation of base material as shown on the plans and as specified herein shall be measured and paid for at the contract unit price per SF for **PCC SIDEWALK**, which price shall be payment in full for all services, materials, labor and other items necessary to complete the work.

Sidewalk curb ramps with detectable warning surface shall be constructed according to Standard 424001 and in general accordance with the included City of Aurora Curb Ramp Detail. The Detectable Warning area shall be Red Color, 2' wide as required at the locations specified on the Project Plans. These warnings will be paid for at the contract unit price per SF for **DETECTABLE WARNINGS**.

Removal of existing curb and pavement, as well excavation to the elevation required to install the new sidewalk, shall be paid as part of the line item **CONCRETE AND PAVER REMOVAL** and the cost should not be included as part of the line item **PCC SIDEWALK**.

## **PCC "PLAZA" CONCRETE**

**Description.** This work shall consist of the construction of PCC "Plaza" Concrete, including placement of base material, at locations shown on the plans in accordance with Section 311 and 424 of the STANDARD SPECIFICATIONS.

**Construction Requirements.** The proposed base shall be 6" of Granular Material, Type B (CA-6). PCC "Plaza" Concrete be Class SI and shall include a 5' x 5' saw cut grid pattern as generally depicted on the attached "Plaza Concrete Exhibit".

**The CONTRACTOR shall layout elevations and install all new concrete and pavers to best match the existing elevations to allow for the drainage configuration currently in place within the project area to remain, minimize the adjustment of structures, maintain ADA compliance, and accommodate the elevations of the adjacent buildings and doorways as best as possible.**

*The CONTRACTOR may wish to consider staging the removal and replacement of the concrete and pavers across the mall to prevent damage to subgrade materials by concrete trucks and heavy vehicles.*

Expansion joints of three-fourths inches (3/4") full depth bituminous fiber material are required where the new sidewalk abuts all curb, buildings, poles, and other structures or as otherwise directed by the CITY.

**Method of Measurement and Basis of Payment.** PCC "Plaza" Concrete placement and installation of base material as shown on the plans and as specified herein shall be measured and paid for at the contract unit price per SF for **PCC "PLAZA" CONCRETE**, which price shall be payment in full for all services, materials, labor and other items necessary to complete the work.

Removal of existing hardscapes, as well excavation to the elevation required to install the Plaza Concrete, shall be paid as part of the line item CONCRETE AND PAVER REMOVAL and the cost should not be included as part of the line item PCC PLAZA CONCRETE.

## **BRICK PAVERS**

**Description.** This work shall consist of furnishing and installing brick pavers, including sand, concrete, and bedding base (CA-6) in accordance with the applicable portions of the Standard Specifications, Exhibit II-D-007 included and as directed by the CITY.

**Construction Requirements.** Upon the excavated subbase, the CONTRACTOR shall install 6 inches of Base Granular Material, Type A in accordance with Section 311 of the STANDARD SPECIFICATIONS. Upon the base, the Contractor shall then frame and place a 3" PCC, Class SI slab with weep holes. Prior to the placement of the bricks, geotextile fabric under a 3/4"-1" layer of sand or limestone screenings shall be installed upon the concrete slab as bedding. Following installation of brick, the CONTRACTOR shall pour and hand sweep polymer sand over the surface of the brick to fill the joints.



A vibrator plate compactor shall be utilized to thoroughly compact the base materials and brick. Bricks shall be saw cut accurately with a wet saw as required to make a snug fit and to match the existing pattern. All bricks to be used shall be purchased by the Contractor and shall be Glen-Gery Repressed Chamfered Pavers having the dimensions 2-1/4" x 4" x 8" and the color Olde Smokie.

At areas where the pavers will not be confined on both sides by concrete, CONTRACTOR shall install edging along the unconfined edge.

**Method of Measurement and Basis of Payment.** This work will be measured and paid for at the contract unit price per SF for **BRICK PAVERS** which price shall include all labor, material and equipment required to perform *all* items and work as specified herein (including concrete slab placement). All removal, excavation and sub-base material shall be paid as part of the line item CONCRETE AND PAVER REMOVAL and the cost should not be included as part of the line item BRICK PAVERS.

### **CONCRETE CURBING AT PLANTERS**

**Description.** This work shall consist of the construction of new concrete curbing at the proposed planters, including placement of base material as shown on the plans and in accordance with Sections 606, 202, 205 and 311 of the STANDARD SPECIFICATIONS and as specified herein.

This work shall consist of furnishing and installing 8"-high concrete curbs at locations shown on the plans in accordance with Section 311 and 606 of the STANDARD SPECIFICATIONS.

Curbing may be poured monolithically with the adjacent "Plaza" Concrete and Concrete Sidewalk, with curb extending 8" above adjacent top of concrete. At areas adjacent to brick pavers or buildings where the curb will be poured separately, the total thickness of the curb to be placed shall be 14" upon 6" of Base Granular Material (CA-6), which will allow for the CA-6 to be installed at the same elevation as the adjacent pavers and concrete. Furnishing, placement and compaction of this base shall be included in the bid price for CONCRETE CURBING AT PLANTERS.

**Method of Measurement and Basis of Payment.** Curb concrete placement and installation of base material as shown on the plans and as specified herein shall be measured and paid for at the contract unit price per LF for **CONCRETE CURBING AT PLANTERS**, which price shall be payment in full for all services, materials, labor and other items necessary to complete the work.

Removal of existing hardscapes, as well excavation to the elevation required to install the curbing, shall be paid as part of the line item CONCRETE AND PAVER REMOVAL and the cost should not be included as part of the line item CONCRETE CURBING AT PLANTERS.

**ALTERNATE: DECORATIVE CONCRETE PANELS**

This item, which shall be included as an Alternate Bid Item, includes replacing approximately 255 SY of Plaza Concrete with decorative, colored concrete. The materials and process to be included at the locations indicated on the "Decorative Concrete Plan Alternate" sheet included with this Addendum are described in the attached "Butterfield Color Decorative Concrete – Guide Specification" and includes integral color and dry-shake color hardener.

Decorative concrete panels shall be saw cut in the same manner as "Plaza" concrete as described herein.

## SCHEDULE OF PRICES

I/We hereby agree to furnish to the CITY all necessary materials, equipment, labor, etc. to complete the **WATER STREET MALL IMPROVEMENTS** in accordance with provisions, instructions, and specifications of the CITY for the prices as follows:

ITEM	UNIT	QTY	UNIT PRICE	TOTAL
MOBILIZATION	LUMP SUM	1	31,000	31,000
TRAFFIC CONTROL AND PROTECTION	LUMP SUM	1	17,000	17,000
CONSTRUCTION FENCING	LUMP SUM	1	1,000	1,000
COMBINATION CONCRETE CURB & GUTTER REMOVAL	LF	90	12	1,080
ASPHALT PATCHING	SY	65	50	3,250
CONCRETE AND PAVER REMOVAL	SY	1,700	27	45,900
STRUCTURE ADJUSTMENT	EA	4	400	1,600
SANITARY SEWER STRUCTURE ADJUSTMENT	EA	1	800	800
TEMPORARY STAGING	CY	250	10	2,500
SPECIAL WASTE DISPOSAL	TON	50	20	1,000
NON-SPECIAL WASTE DISPOSAL	TON	100	20	2,000
PERIMETER EROSION BARRIER	LF	210	2	420 <sup>00</sup>
POROUS GRANULAR EMBANKMENT	CY	10	30	300
SELECT GRANULAR TRENCH BACKFILL	CY	50	23	1,150
PLANTER AREAS	CY	85	95	8,075
STORM SEWER - RCP (12")	LF	18	145	2,610
STORM SEWER - RCP (18")	LF	3	350	1,050
STORM SEWER - DIP (10")	LF	21	120	2,520
STORM MANHOLES	EA	1	3500	3,500
CATCH BASINS	EA	3	2600	7,800
DRAIN BASINS	EA	9	600	5,400
FIELD ADJUSTMENT TO STORM STRUCTURES	EA	1	700	700
COMBINATION CONCRETE CURB AND GUTTER	LF	85	27	2,295
PCC SIDEWALK	SF	1,100	9	9,900
DETECTABLE WARNINGS	SF	40	28	1,120

ITEM	UNIT	QTY	UNIT PRICE	TOTAL
PCC "PLAZA" CONCRETE	SF	12,150	6	72,900
BRICK PAVERS	SF	625	15	9,375
CONCRETE CURBING AT PLANTERS	LF	295	33	9,735
ITEMS ORDERED BY CITY	ALLOWANCE		1	\$40,000
<b>TOTAL BID</b>				<b>285,980</b>

**BASE BID AMOUNT (WORDS)**

Two hundred eighty five thousand, nine hundred eighty dollars and zero cents.

**BID ALTERNATE**

ITEM	UNIT	QTY	UNIT PRICE	TOTAL
DECORATIVE CONCRETE SECTIONS	SY	255	15	3,825

### 3.7 CURING AND SEALING

Delete optional text below for exterior concrete pavement or interior concrete floor that is not required.

- A. Protect decorative cement concrete pavement from prematurely drying and excessive cold or hot temperatures.
- B. Cure decorative cement concrete pavement according to manufacturer's instructions.
- C. Apply First Seal at 48 hours according to manufacturer's instructions.
  - 1. Do not over apply or apply in a single heavy coat.
  - 2.
- D. Apply Clear Guard Pro-350 24 hours following application of Frist Seal
  - 1. Thoroughly mix slip-resistant additive in sealer according to manufacturer's instructions. Stir occasionally to maintain uniform distribution of additive.
  - 2. Verify adequacy of slip resistance before opening up surfaces to traffic.
- E. Do not cover concrete with plastic sheeting.

### 3.8 PAVEMENT TOLERANCES

- A. Comply with requirements of Division 3 Section "Cast-in-Place Concrete"

END OF SECTION

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## **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 CITY

Wherever the word CITY is used in these specifications, it shall be interpreted to mean the City CITY 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 CITYs.

#### 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 CITY 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 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. Any deviation from these requirements must be stipulated in writing by both parties.

#### 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 CITY 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 CITY, 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 CITY.

## SECTION 4 CONTROL OF THE WORK

### 4.1 AUTHORITY OF THE CITY

The CITY 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 CITY 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 CITY. 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 CITY 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 CITY 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 CITY, 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 CITY or his authorized representative. The superintendent or foreman shall have full authority to execute the order and/or directions of the CITY 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 CITY, 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 CITY. For all structures, the CITY 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 CITY 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 CITY.

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

#### 4.8 INSPECTION

The CITY 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 CITY 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 CITY. 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 CITY relative to the provisions of this section, the CITY 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 CITY 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 CITY 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 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 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:

<u>Bodily Injury Liability</u>	<u>Property Damage Liability</u>	
<u>Each Occurrence</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
\$3,000,000	\$500,000	\$3,000,000

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 therefor 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 CITY 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 CITY 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 CITY, 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 CITY, 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 CITY 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 CITY 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 CITY, 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 CITY'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 CITY, 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 CITY and if the CITY 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 CITY 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.

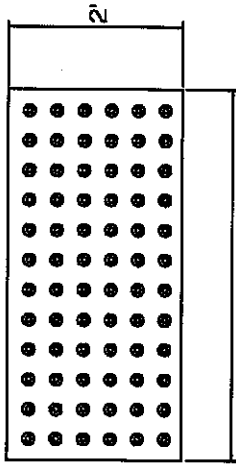
#### ACCEPTANCE AND FINAL PAYMENT

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 CITY 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 CITY 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.

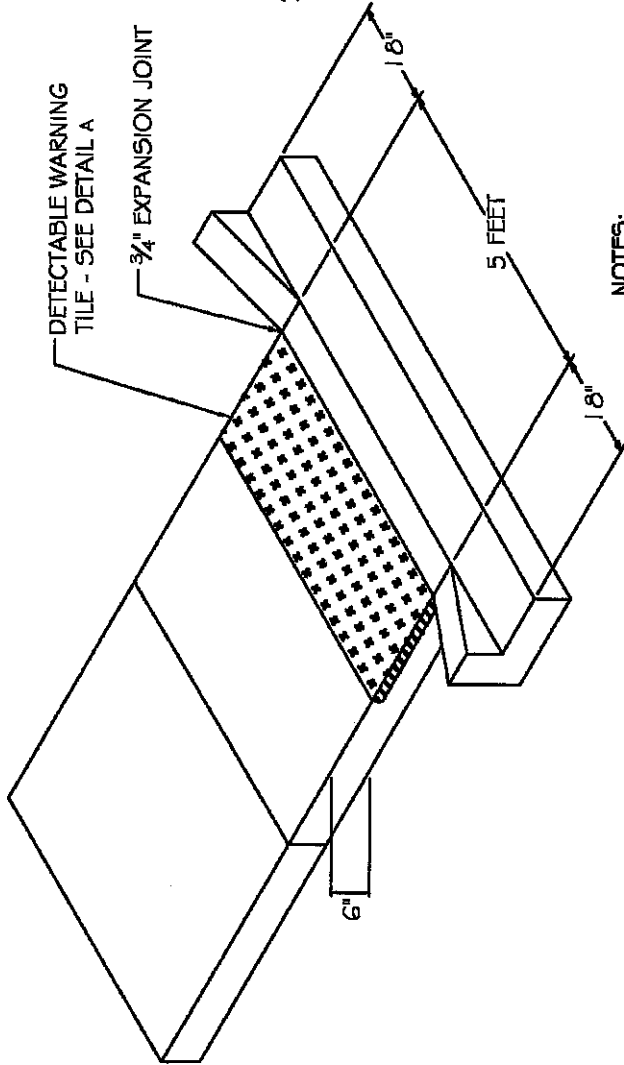
A final payment including all amounts of money shown by the final estimate to be due the CONTRACTOR shall be made by the OWNER as soon as practicable after the final acceptance of the WORK, provided the CONTRACTOR has furnished the OWNER satisfactory evidence that all sums of money due for labor, materials, 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.

# APPENDIX A



DETAIL - A

AT RADIUS LOCATIONS, USE A 2' X 4' TILE AS REQUIRED TO FIT SIDEWALK



**CURB RAMP DETAIL**  
 FOR STANDARD 5' WIDE  
 SIDEWALK IN LANDSCAPED AREAS

NOTES:

1. DETECTABLE WARNING TILES SHALL BE RED 2' x 5'. IDOT APPROVED PRODUCT WITH A 5 YEAR WARRANTY (MIN.).
2. TILES SHALL BE SECURELY ANCHORED WITHIN A 5' x 5' SQUARE OF P.C. CONCRETE 6" THICK.
3. PLACEMENT OF DETECTABLE WARNING TILES SHALL ADHERE TO LOCATIONS & SETBACKS AS SHOWN IN IDOT STANDARDS INCLUDING 424001 FOR VARIOUS FIELD CONDITIONS.
4. THE COLORING AND STAMPING OF CONCRETE WILL NOT BE ALLOWED.
5. DETECTABLE WARNINGS SHALL BE INSTALLED AT ALL CURB RAMPS. BIKE PATH TILE AREA SHALL MEASURE 8' WIDE.

**REVISIONS**

DATE	BY:
1/2/2010	jhs
02-22-13	DG



**CURB RAMP DETAIL**

DRAWING NUMBER:

**EXHIBIT 11-C-6**

CHECKED: CL

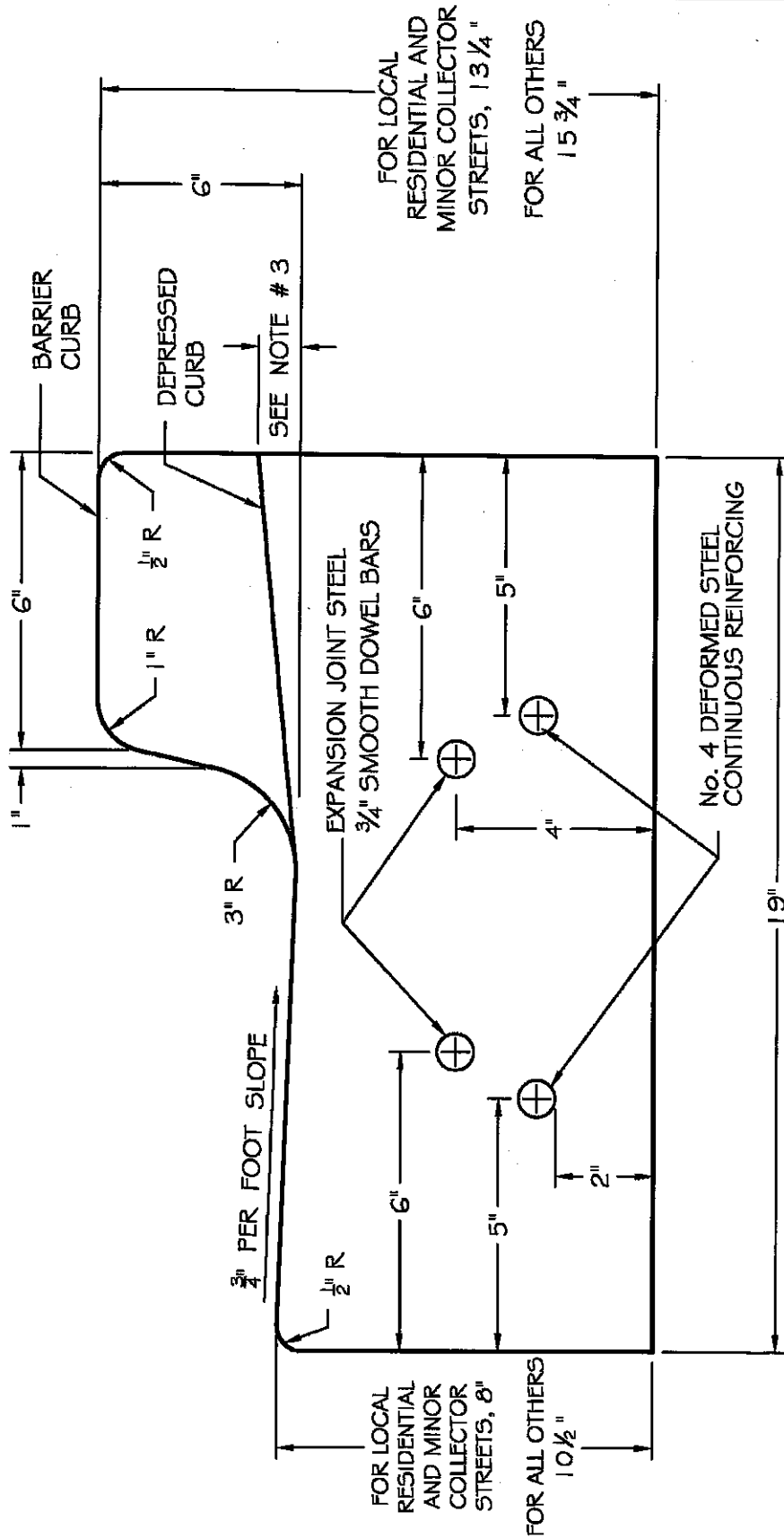
DRAWN: DG

NOT TO SCALE

DATE: 1/04

SCALE:

DATE: 1/04



- NOTES: 1. CURB & GUTTER SHALL HAVE A LIGHT BROOM FINISH.  
 2. CURB & GUTTER TO BE PLACED ON MINIMUM COMPACTED 4" CA-7 LIMESTONE BASE.  
 3. EQUALS 2" AT DRIVEWAYS, 1/2" MAXIMUM AT ACCESSIBLE CURB RAMPS.

REVISIONS

DATE:	02/2013
BY:	DG

SCALE:	NOT TO SCALE
DATE:	1/04
CHECKED:	DF
DRAWN:	NM

CONCRETE CURB & GUTTER

DRAWING NUMBER:  
EXHIBIT II-C-4





HAND SWEPT  
SAND JOINTS

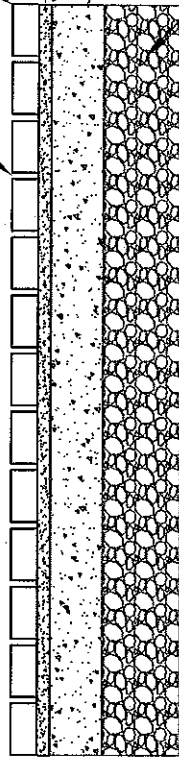
BRICK PAVERS

1" SAND BEDDING

3" PORTLAND CEMENT  
CONCRETE, CLASS PV

6" AGGREGATE BASE  
CA - 6, TYPE A

GEOTEXTILE FABRIC



# BRICK SIDEWALK AND DRIVE APPROACH PAVEMENT DETAIL

REVISIONS

DATE:

BY:

SCALE: NOT TO SCALE

CHECKED: DF

DRAWING NUMBER:

DATE: 10/2007

DRAWN: jhs

EXHIBIT II-D-007



12 SQUARE INCHES DRAINAGE FABRIC  
OVER WEEP HOLES

2 1/2" Ø WEEP HOLES ( 4 REQUIRED)

2'-0" DIA. OPENING IN TOP SLAB

OUTLET PIPE TO STORM  
SEWER - SIZE AS  
SHOWN ON PLANS

CEMENT PIPE IN  
PLACE WATERTIGHT

4'-8" DIA. X 6" THK. CONCRETE  
TOP SLAB - REINFORCED  
WITH 8 - NO. 6 BARS X 2'-6"  
LONG AROUND OPENING

PLAN

CAST IRON FRAME  
(NOT SHOWN) SET  
IN BUTYL ROPE BED

TOP OF FRAME  
EQUALS FINISHED SURFACE

PRECAST CONCRETE  
ADJUSTING RING(S)  
UNDER C.I. FRAME

PRECAST REINFORCED  
CONC. TOP SLAB 6" THK.

PRECAST REINFORCED  
CONCRETE MANHOLE  
SECTION 48" DIAMETER  
BUTYL ROPE JOINTS  
CLOSE LIFT LUG HOLES

INVERT OF PIPE

PRECAST REINFORCED  
CONCRETE BOTTOM  
SECTION 48" DIAMETER

COMPACTED CA-7  
AGGREGATE STONE UNDER  
CATCH BASIN STRUCTURE

2 1/2" Ø WEEP HOLES ( 4 REQUIRED)  
AT 90° SEPARATION

12 SQUARE INCHES DRAINAGE FABRIC  
ON OUTSIDE OF STRUCTURE  
CENTERED ON EACH WEEP HOLE

SECTION

BACKFILL TO BE  
CA-7 AGGREGATE

CATCH BASINS LOCATED WITHIN THE ROADWAY  
SHALL BE BACKFILLED WITH CA-7 (CRUSHED STONE)



REVISIONS

DATE: 01/2011 BY: DF/hs

CATCH BASIN TYPE B

SCALE: NOT TO SCALE

CHECKED: DF

DRAWING NUMBER

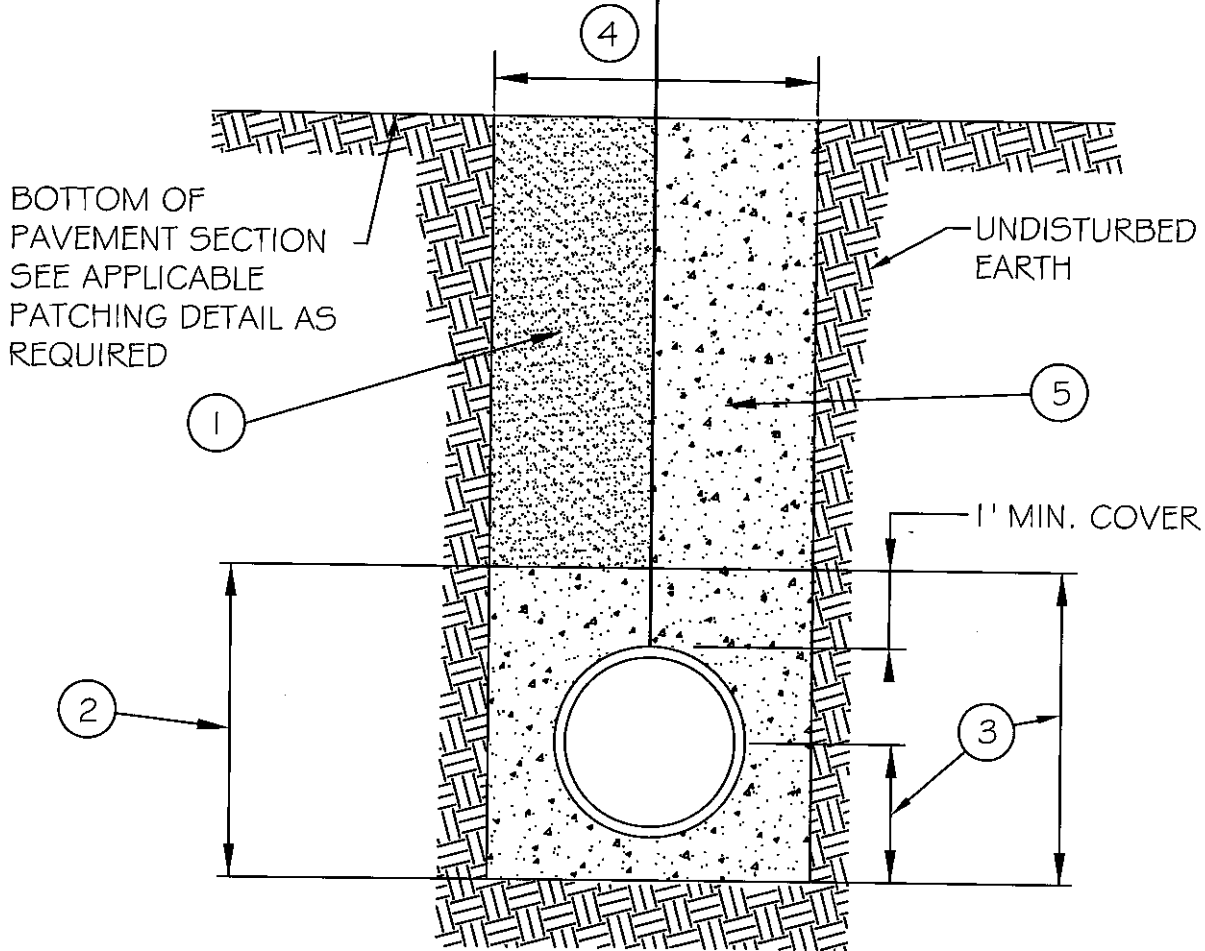
DATE: 1/04

DRAWN: NM

EXHIBIT III-A-4

WHEN CLSM IS REQUIRED

STANDARD TRENCH BACKFILL



- ① CONTROLLED LOW-STRENGTH MATERIAL (CLSM) I.D.O.T. APPROVED MIX WHEN REQUIRED BY CITY ENGINEER.
- ② ALL CLSM INSTALLATIONS REQUIRE CA-7 PLACEMENT TO 1' OVER T.O.P.  
RIGID PIPE: CA-7 SHALL BE PLACED FROM 4" BELOW PIPE TO THE SPRING LINE. FLEXIBLE PIPE: CA-7 SHALL BE PLACED FROM 4" BELOW PIPE TO 1' OVER T.O.P.
- ③ MAXIMUM TRENCH WIDTH IN ACCORDANCE WITH SECTION 20-4.05
- ④ CA-6 OR APPROVED TRENCH BACKFILL.  
FOR NON-PAVED AREAS: SELECT EXCAVATED MATERIAL MAY BE SUBSTITUTED FOR CA-6 AS DIRECTED BY THE ENGINEER.



REVISIONS		SEWER TRENCH DETAIL PAVED & UNPAVED	
DATE:	BY:	SCALE:	CHECKED:
01-24-13	DG	NOT TO SCALE	LA
		DATE:	DRAWN:
		1/04	DG
		DRAWING NUMBER	
		EXHIBIT III-A-1	

MANHOLE DIAMETER		
OUTLET SEWER DIA.	D	T
21" AND UNDER	4'-0"	5"
24" THRU 42" INCLUSIVE	5'-0"	6"
48"	6'-0"	7"
60"	9'-0"	9"
60"	10'-0"	9 1/2"

8" SOLID CONC. BLOCK SUPPORTS (3) EQUALLY SPACED AT 120°. TOPS MUST BE LEVEL (NOT REQ'D. WITH ALT. PRECAST BOTTOM)

CEMENT PIPE IN PLACE WATERTIGHT  
SHAPE POURED CONCRETE BOTTOM TO INVERTS OF PIPES AS SHOWN

⊛ ALL M.H. COMPONENTS SET IN BUTYL ROPE BEDS. CLOSE LIFT LUG HOLES WATERTIGHT.

SET SPECIFIED FRAME IN BUTYL ROPE BED

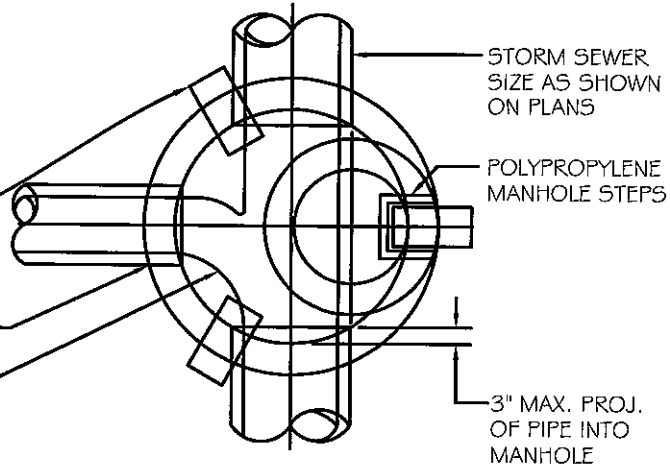
PRECAST CONC. ADJUSTING RING(S)

PRECAST REINF. CONC. MANHOLE CONE SECTION (ECCENTRIC)

PRECAST REINF. CONC. MANHOLE SECTION PER STANDARD SPECIFICATION FOR IMPROVEMENTS.

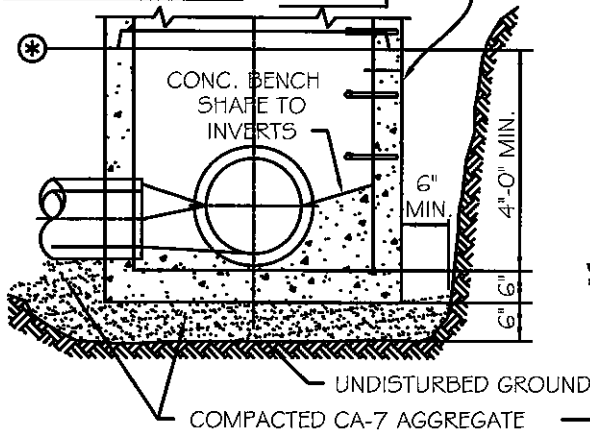
POURED CLASS-X CONC. MANHOLE BOTTOM WITH SHAPED INVERTS TO SEWER PIPES-POURED TO UNDISTURBED GROUND-COVER CONCRETE SUPPORT BLOCKS (ALTERNATE-SEE DETAIL BELOW)

PRECAST REINFORCED CONCRETE BOTTOM SLAB OR BOTTOM PER STANDARD SPECIFICATION FOR IMPROVEMENTS.

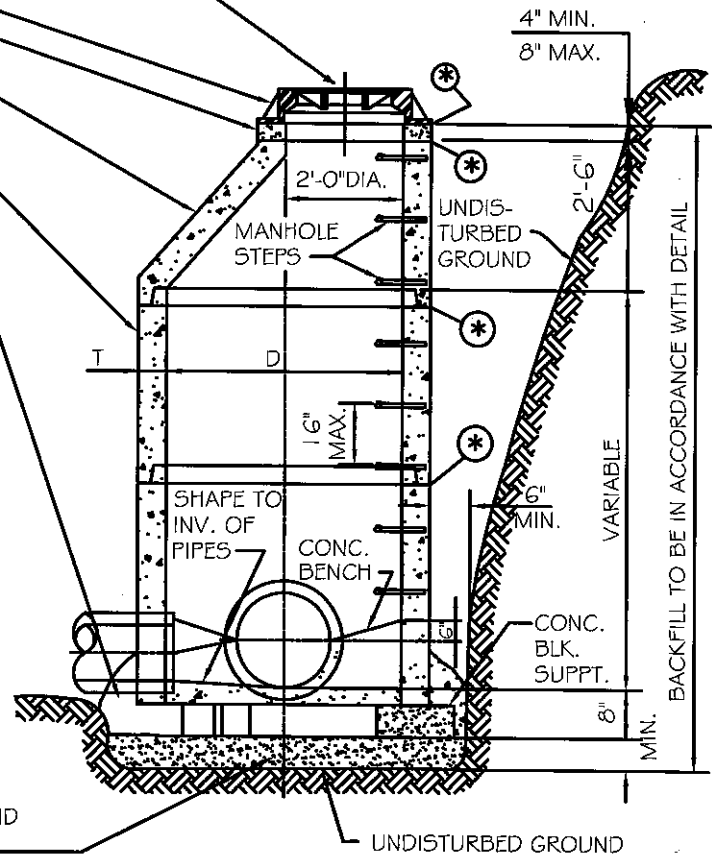


PLAN

Lid with "city of aurora"



ALTERNATE BOTTOM



SECTIONAL ELEVATION



REVISIONS

DATE	BY
01/2011	jhs
01/2014	dlg

STORM MANHOLE, TYPE A  
DETAIL

SCALE: NOT TO SCALE	CHECKED: DF
DATE: 1/04	DRAWN: NM

DRAWING NUMBER EXHIBIT III-A-3
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# Butterfield Color® Decorative Concrete – Guide Specification

## GUIDE SPECIFICATION

### SECTION 02768 [32 13 16]

#### DECORATIVE CEMENT CONCRETE PAVEMENT

##### PART 1 - GENERAL

###### 1.1 SUMMARY

- A. Section Includes:
  - 1. Integrally colored concrete pavement
  - 2. Dry-shake color hardened concrete pavement

###### 1.2 SUBMITTALS

- A. Submit according to Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data: For each product indicated.
- C. Mix Designs: For each type of integrally-colored concrete mix required.
- D. Samples for Initial Selection: Manufacturer's color charts.
- E. Sample Panels: [10 by 10 feet (610 by 610 mm)] to demonstrate finish, color, and texture of decorative cement concrete pavement.
- F. Qualification Data: For Installer and manufacturer specified in Quality Assurance Article, including names and addresses of completed projects, architects, and owners.

###### 1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Two year's experience with projects of similar scope and quality.

###### 1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in original packaging with labels intact.
- B. Store in clean, dry and protected location, according to manufacturer's requirements.

## PART 2 - PRODUCTS

### 2.1 COLOR MATERIALS

- A. Integral Concrete Colorant: ASTM C 979, factory-measured powdered mix in self-dissolving packaging, consisting of non-fading finely-ground synthetic mineral-oxide coloring pigments and water reducing wetting agent.
  - 1. Product: Butterfield Color® Uni-Mix® Integral Colorant:
  - 2. Colors: U49 Deep Charcoal powder color only.
  
- B. Pigmented Mineral Dry-Shake Color Hardener: ASTM C 979, factory-packaged dry combination of Portland cement, graded quartz aggregate, non-fading finely-ground mineral oxide coloring pigments, and plasticizing admixture.
  - 1. Product: Butterfield Color® Perma-Cast® Shake-on Color Hardener.
  - 2. Colors: As selected by City: P49 Deep Charcoal
  - 3. Coverage: 50 lbs. per 100 sq. ft., minimum.

### 2.2 ADMIXTURES

- A. Comply with requirements of Division 3 Section "Cast-in-Place Concrete"
- B. Do not use calcium chloride or admixtures containing calcium chloride.

### 2.3 CURING AND SEALING MATERIALS

- A. Silane Water Repellant/Adhesion Promoter:
  - 1. Product: Butterfield Color® Clear-Guard™ First Seal;
  
- B. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 309, non-yellowing, VOC-compliant, high-gloss, clear liquid.: Clear Guard Pro 350
  
- C. Slip-Resistive Additive: Finely graded aggregate or polymer additive designed to add to sealer for slip-resistant surface.

### 2.4 INTEGRAL CONCRETE MIXES

- A. Comply with requirements of Division 3 Section "Cast-in-Place Concrete" and as follows:
  - 1. Minimum Portland Cement Content: Six sacks of cement per cubic yard.
  - 2. Maximum Slump: 4 inches.
  - 3. Air Content: 6 percent plus or minus 1 percent.
  
- B. Add integral concrete colorant according to manufacturer's instructions.
  
- C. Maintain mix characteristics for all concrete required to have matching finish.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine subgrade and sub base for compliance with requirements.
- B. Do not proceed with decorative cement concrete pavement until unacceptable conditions are corrected.

### 3.2 FORMWORK

- A. Comply with requirements of Division 3 Section "Cast-in-Place Concrete"

### 3.3 CONCRETE PLACEMENT

- A. Comply with requirements of Division 3 Section "Cast-in-Place Concrete"
- B. Do not add water once placing has begun. Do not retemper concrete that has started to set.

### 3.4 DRY-SHAKE COLOR HARDENERS

- A. Apply dry-shake color hardener at rate recommended by manufacturer and according to manufacturer's instructions.
  - 1. After initial floating, uniformly broadcast approximately two-thirds of dry-shake color hardener to concrete surface, allow to absorb moisture, and embed by floating. Allow excess bleed water to dissipate prior to applying dry-shake color hardener.
  - 2. Apply balance of dry-shake color hardener at right angles to first application and embed by floating.
  - 3. Vertical Surfaces: Plaster dry-shake color hardener at rate recommended by manufacturer and according to manufacturer's instructions.
- B. Do not add water to concrete surfaces.

### 3.5 FINISHING

- A. After final floating, apply a medium broom finish perpendicular to direction of traffic.

### 3.6 JOINTS

- A. Comply with requirements of Division 3 Section "Cast-in-Place Concrete"

### 3.7 CURING AND SEALING

Delete optional text below for exterior concrete pavement or interior concrete floor that is not required.

- A. Protect decorative cement concrete pavement from prematurely drying and excessive cold or hot temperatures.
- B. Cure decorative cement concrete pavement according to manufacturer's instructions.
- C. Apply First Seal at 48 hours according to manufacturer's instructions.
  - 1. Do not over apply or apply in a single heavy coat.
  - 2.
- D. Apply Clear Guard Pro-350 24 hours following application of Frist Seal
  - 1. Thoroughly mix slip-resistant additive in sealer according to manufacturer's instructions. Stir occasionally to maintain uniform distribution of additive.
  - 2. Verify adequacy of slip resistance before opening up surfaces to traffic.
- E. Do not cover concrete with plastic sheeting.

### 3.8 PAVEMENT TOLERANCES

- A. Comply with requirements of Division 3 Section "Cast-in-Place Concrete"

END OF SECTION

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# COPENHAVER CONSTRUCTION INC.

75 Koppie Dr.  
Gilberts, IL. 60136  
Phone (847) 428.6696  
Fax (847) 428.6798  
[Copenhaverinc@yahoo.com](mailto:Copenhaverinc@yahoo.com)

## Project References

**2017 Project revenue- \$29,487,321**

### **City of Elgin/ South Street Roadway Extension**

**Cost:** \$7,983,473.20

**Project:** Earth excavation, water main, concrete work, HMA, ground stabilization and sediment/erosion control.

**Contact:** Julie Morrison (630) 816-4465

**Completion:** In progress

### **IDOT 34 Contract No. 63761**

**Cost:** \$3,332,268.20

**Project:** Bridge reconstruction & road widening.

**Contact:** Todd Wells (630)466-6758

**Completion Date:** 11/1/2015

### **Village of Algonquin/ Snapper Field**

**Cost:** \$473,198.00

**Project:** Pedestrian path, colored concrete, fencing & walls, shade structures, site furnishings (benches, Basketball court accessories etc.), court striping, restoration, and landscaping.

**Contact:** Bob Mitchard (847) 658-2754

### **IDOT 24 Contract No. 63843**

**Cost:** \$5,735,964.00

**Project:** Road reconstruction, storm sewer/watermain, drainage structures, landscaping

**Contact:** Abigail Wilgreen (815)356-3605

**Completion Date:** 10/30/2015

### **City of Wheaton/ North Main Street Flood Control**

**Cost:** 1,975,810.00

**Project:** Bridge construction, concrete walls, pile driving, tarp sheet pilings, excavation, asphalt & Landscaping

**Contact:** Sarang Lagvanker (630)828-9309

### **City of Aurora/ Green Infrastructure**

**Cost:** \$2,167,546.00

**Project:** Porous pavement, bio-infiltration basins, pipe work, concrete curb & landscaping.

**Contact:** Eric Shoeney (630) 688-8410

**Completion Date:** 2014

### **Village of Barrington/ Cook Street & Station Street**

**Contract Amount:** \$159,451.00

**Project:** 1,000 SF of paver removal & replacement, curb & gutter, sidewalk, storm sewer, structures, and pavement rehab.

**Contact:** Gary (224) 723-9241

**Completion:** 2016

### **Village of Schaumburg/ Convention Center**

**Contract Amount:** \$2,063,280.00

**Project:** Drainage & structures, earth excavation for erosion control, temp seeding & blanket for erosion, brick pavers removal & replacement, concrete curb & sidewalk, road construction & HMA work, porous pavement, pipe work & landscaping (mulching, plants, trees & seeding)

**Contact:** Kevin Betke (847) 833- 0252

**Completion Date:** 2016

### **IDOT 16 Contract No. 61B80**

**Cost:** \$703,432.08

**Project:** Boardwalk, bike trail, concrete wall, landscaping, subgrade improvements, structures, and curb/gutter.

**Contact:** Shawn Hurtig 847-658-2754 x4403

**Completion:** 6/1/2016

\*Additional references available upon request

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Gilberts, IL. 60136

Phone (847) 428.6696

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## **Engineer / Owner References**

Kevin Betke- Engineer  
Christopher B. Burke Engineering, Ltd.  
9575 W. Higgins Road, Suite 600  
Rosemont, IL 60018  
Phone: 847-833-0252

Shawn Hurtig  
Village of Algonquin  
2200 Harnish Drive  
Algonquin, IL 60102  
Phone: 847-658-2754 x4403

Eric Shoeney- City Engineer  
City of Aurora  
44 E. Downer Place  
Aurora, IL 60505  
Phone: 630-688-8410

Todd Wells- Engineer  
Engineering Enterprises, Inc  
52 Wheeler Rd  
Sugar Grove, IL 60554  
Phone: 773-454-4214

Abigail L. Wilgreen- City Engineer  
City of Crystal Lake  
100W. Woodstock Street  
Crystal Lake, IL 60014  
Phone: 815-356-3605



## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Copenhaver Construction Inc</b>		
	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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <b>75 Koppie Dr</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Gilberts, IL 60136</b>		
	7 List account number(s) here (optional)		

**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.

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.

Social security number	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	OR
Employer identification number	
2 0 - 0 7 6 7 8 3 8	

**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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Jim Buczynski</i>	Date ▶ 8/9/17
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**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](http://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)

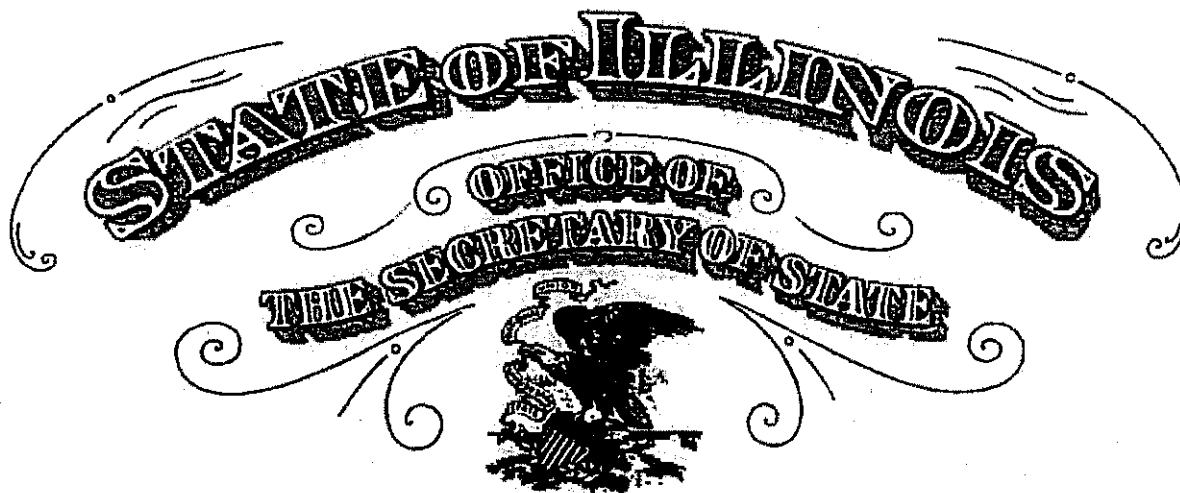
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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.



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

COPENHAVER CONSTRUCTION, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 19, 2004, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 1ST day of FEBRUARY A.D. 2016 .***

*Jesse White*

SECRETARY OF STATE



**Illinois Department  
of Transportation**

**Certificate of Eligibility**

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

Contractor No 1216  
(1st Revision)

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

\$20,877,000.00

001	EARTHWORK	\$6,350,000
012	DRAINAGE	\$8,800,000
017	CONCRETE CONSTRUCTION	\$3,800,000
018	LANDSCAPING	\$2,600,000
022	FENCING	\$100,000
034	DEMOLITION	\$750,000
08A	AGGREGATE BASES & SURF. (A)	\$850,000
09A	HIGHWAY STRUCTURES	\$5,500,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/8/2017 TO 4/30/2018 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 5/8/2017.

*Tim All*  
Engineer of Construction



**Illinois Department of Transportation**

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

**Affidavit of Availability**  
For the Letting of 1/19/2018  
(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	Wood Dale Clock	VOA15-05-18B Water System	163	113	Otter Creek	
Contract With	City of Wood Dale	Village of Algonquin	IDOT	IDOT	South Elgin	
Estimated Completion Date	7/31/2017	1/30/2018	12/31/2020	10/1/2016	6/30/2018	
Total Contract Price	1,362,308.50	95,452.00	1,085,382.00	2,383,189.49	127,544.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,362,306.50	95,452.00	977,425.00	658,245.00	127,544.00	3,220,972.50
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>3,220,972.50</b>

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

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

						Accumulated Totals
Earthwork	77,000.00			48,895.00	23,514.00	149,409.00
Portland Cement Concrete Paving		3,785.00		53,150.00	2,225.00	59,160.00
HMA Plant Mix						0.00
HMA Paving				48,851.00	6,620.00	55,271.00
Clean & Seal Cracks/Joints				57,915.00		57,915.00
Aggregate Bases & Surfaces	66,384.00			41,680.00	1,986.00	110,050.00
Highway, R.R. and Waterway Structures	134,135.50	13,400.00		43,128.00	3,870.00	194,533.50
Drainage	188,410.00	65,727.00		50,864.00	18,482.00	323,483.00
Electrical	269,970.00			52,321.00		322,291.00
Cover and Seal Coats						0.00
Concrete Construction	125,278.00			76,576.00		201,854.00
Landscaping	82,593.00	2,340.00	761,725.00	33,733.00	12,622.00	893,013.00
Fencing	10,760.00	490.00		36,317.00		49,567.00
Guardrail						0.00
Painting						0.00
Signing	61,000.00					61,000.00
Cold Milling, Planning & Rotomilling						0.00
Demolition		1,020.00				1,020.00
Pavement Markings (Paint)				17,115.00		17,115.00
Other Construction (List)	7,900.00	250.00	116,689.00		2,225.00	127,064.00
Traffic Control	89,400.00	8,440.00		15,960.00	7,000.00	120,800.00
Mobilization	83,000.00				49,000.00	132,000.00
<b>Totals</b>	<b>1,195,830.50</b>	<b>95,452.00</b>	<b>878,414.00</b>	<b>578,305.00</b>	<b>127,544.00</b>	<b>2,875,545.50</b>

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

**Part III. Work Subcontracted to Others**

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

	1	2	3	4	Awards Pending
Subcontractor	CSD Env		Alas Trucking	Alas Trucking	
Type of Work	Environmental		Trucking	Trucking	
Subcontract Price	22,500.00		109,007.00	334,048.00	
Amount Uncompleted	22,500.00		99,011.00	79,940.00	
Subcontractor	Alas				
Type of Work	Truck/ Haul				
Subcontract Price	62,976.00				
Amount Uncompleted	62,976.00				
Subcontractor	Orlon LWS				
Type of Work	Landscape/ mason				
Subcontract Price	81,000.00				
Amount Uncompleted	81,000.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>166,478.00</b>	<b>0.00</b>	<b>99,011.00</b>	<b>79,940.00</b>	<b>0.00</b>

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

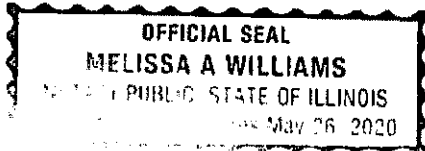
Subscribed and sworn to before me

this 28 day of December, 2017

Melissa A Williams  
Notary Public

My commission expires: 5/26/2020

(Notary Seal)



Type or Print Name Ken Copenhagen, President  
Officer or Director Title

Signed [Signature]

Company Copenhagen Construction, Inc.

Address 75 Koppa Ave  
Gulberts, IL 60346





**Illinois Department of Transportation**

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

**Affidavit of Availability**  
For the Letting of 1/19/2018

(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**

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	1	2	3	4	Awards Pending	
Contract Number	Fountain Square	129	Concrete Various Sites	CBD Infrastructure	56 Headwall Repair	
Contract With	Evanston	IDOT	School Dist 300	Northbrook	City of Wheaton	
Estimated Completion Date	11/01/2017	12/31/2020	6/30/2018	11/01/2017	5/2/2018	
Total Contract Price	5,900,266.70	578,100.10	174,950.00	3,091,055.10	237,705.06	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	2,197,130.00	578,100.10	174,950.00	55,800.00	237,705.06	6,464,657.66
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>6,464,657.66</b>

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

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

					Accumulated Totals
Earthwork	131,754.00			13,909.00	295,072.00
Portland Cement Concrete Paving			169,000.00	66,115.00	294,275.00
HMA Plant Mix					0.00
HMA Paving	128,023.00				183,294.00
Clean & Seal Cracks/Joints			950.00		58,865.00
Aggregate Bases & Surfaces	194,617.00				304,667.00
Highway, R.R. and Waterway Structures	360,363.00			31,785.00	586,681.50
Drainage	211,317.50			600.00	535,400.50
Electrical	249,526.50				571,817.50
Cover and Seal Coats					0.00
Concrete Construction			3,800.00	43,351.06	249,005.06
Landscaping	197,631.00	519,100.00		18,796.00	1,628,540.00
Fencing				200.00	49,767.00
Guardrail				3,000.00	3,000.00
Painting					0.00
Signing					61,000.00
Cold Milling, Planing & Rotomilling					0.00
Demolition	42,337.00			15,999.00	59,356.00
Pavement Markings (Paint)					17,115.00
Other Construction (List) 2 yr Maintenance	323,384.00	59,000.10			509,448.10
Traffic Control/ Layout	142,500.00		1,200.00	31,000.00	295,500.00
Shoreline/ Rip Rap	215,677.00			12,950.00	360,627.00
<b>Totals</b>	<b>2,197,130.00</b>	<b>578,100.10</b>	<b>174,950.00</b>	<b>0.00</b>	<b>237,705.06</b>
					<b>6,063,430.66</b>

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**Part III. Work Subcontracted to Others**

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

	1	2	3	4	Awards Pending
Subcontractor				H&H	
Type of Work				Electric	
Subcontract Price				55,800.00	
Amount Uncompleted				55,800.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
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Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>55,800.00</b>	<b>0.00</b>

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

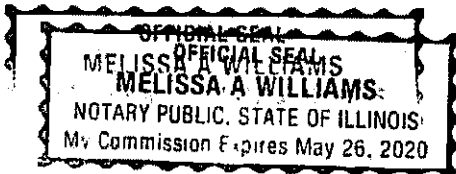
Subscribed and sworn to before me

this 27 day of December, 2017

Melissa A Williams  
Notary Public

My commission expires: 5/26/2020

(Notary Seal)



Type or Print Name Ken Copenhagen, President  
Office or Director Title

Signed [Signature]

Company Copenhagen Construction, Inc.

Address 175 Kappa Ave  
Gilbert, IL 60136



**Illinois Department of Transportation**

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

**Affidavit of Availability**  
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	1	2	3	4	Awards Pending	
Contract Number	41	Edwards Road	Washington & Spring	Gibbs Morrison		
Contract With	IDOT	Village of Algonquin	Carpentersville	Evanston		
Estimated Completion Date	35 W Days	2/9/2018	11/17/2017	11/17/2017		
Total Contract Price	719,444.92	510,872.25	1,087,272.20	371,345.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	719,444.92	510,872.25	512,134.00	82,811.00		8,289,919.83
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>8,289,919.83</b>

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

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

					Accumulated Totals	
Earthwork	36,120.00	9,937.00	83,816.00	10,647.00	435,592.00	
Portland Cement Concrete Paving	42,815.00	15,273.50	99,696.20	6,000.00	457,859.70	
HMA Plant Mix	6,975.00				6,975.00	
HMA Paving	8,515.00	8,008.00		17,919.00	217,736.00	
Clean & Seal Cracks/Joints					59,865.00	
Aggregate Bases & Surfaces	37,580.00	5,656.05	41,673.30		389,576.35	
Highway, R.R. and Waterway Structures					586,681.50	
Drainage		43,063.50	50,371.50		628,835.50	
Electrical	36,900.00				608,717.50	
Cover and Seal Coats					0.00	
Concrete Construction		222,942.00		14,845.00	486,792.05	
Landscaping	65,750.00	3,882.20	51,596.00	11,400.00	1,761,169.20	
Fencing		2,750.00			52,517.00	
Guardrail					3,000.00	
Painting					0.00	
Signing	257,942.00	1,200.00			320,142.00	
Cold Milling, Planing & Rotomilling					0.00	
Demolition	17,850.00	29,560.00			106,766.00	
Pavement Markings (Paint)	82,697.92				99,812.92	
Other Construction (List) Layout		8,300.00	52,464.40	13,100.00	583,312.50	
Traffic Control	57,500.00	2,300.00		5,000.00	360,300.00	
Mobilization	69,000.00	158,000.00			587,627.00	
<b>Totals</b>	<b>719,444.92</b>	<b>510,872.25</b>	<b>379,617.40</b>	<b>78,911.00</b>	<b>0.00</b>	<b>7,752,276.23</b>

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

**Part III. Work Subcontracted to Others**

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

	1	2	3	4	Awards Pending
Subcontractor			Peter Baker	Ozinga	
Type of Work			HMA	Concrete	
Subcontract Price			51,470.60	18,000.00	
Amount Uncompleted			41,470.60	1,000.00	
Subcontractor			JEM	Galarza	
Type of Work			Traffic Control	Truck/ Haul	
Subcontract Price			104,100.00	43,000.00	
Amount Uncompleted			91,046.00	2,000.00	
Subcontractor				Jasco	
Type of Work				Electric	
Subcontract Price				50,000.00	
Amount Uncompleted				900.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>0.00</b>	<b>0.00</b>	<b>132,516.60</b>	<b>3,900.00</b>	<b>0.00</b>

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

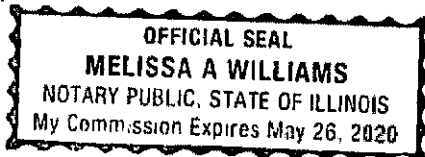
Subscribed and sworn to before me

this 22 day of December, 2017.

Melissa A. Williams  
Notary Public

My commission expires: 5/26/2020

(Notary Seal)



Type or Print Name Ken Coppenhaver, President  
Officer or Director Title

Signed [Signature]

Company Coppenhaver Construction, Inc.

Address 75 Kane Drive  
Gilbert, 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 1/19/2018  
(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	Linden & Preston Ave.	Cole Park Fieldhouse	127	71		
Contract With	City of Elgin	Glenview PD	IDOT	IDOT		
Estimated Completion Date	50 W Days	10 W Days	70 W Days	55 Wdays		
Total Contract Price	295,656.00	77,322.00	748,499.00	991,286.85		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	295,656.00	77,322.00	497,815.00	991,286.85		10,151,999.68
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>10,151,999.68</b>

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

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

					Accumulated Totals	
Earthwork	64,760.00	19,860.00	17,568.00	79,308.10	617,088.10	
Portland Cement Concrete Paving	17,161.00	25,974.00		12,247.00	513,241.70	
HMA Plant Mix	2,160.00	4,050.00			13,185.00	
HMA Paving	2,850.00	890.00	42,598.00	81,406.00	345,480.00	
Clean & Seal Cracks/Joints					58,865.00	
Aggregate Bases & Surfaces	2,447.00	4,825.00	15,900.00	87,668.00	500,216.35	
Highway, R.R. and Waterway Structures	24,488.00	9,291.00		133,127.00	753,587.50	
Drainage	24,070.00	3,270.00		96,030.00	752,205.50	
Electrical					608,717.50	
Cover and Seal Coats					0.00	
Concrete Construction		2,640.00		153,879.00	843,311.06	
Landscaping	10,160.00	720.00	2,234.80	12,352.00	1,786,635.00	
Fencing		1,180.00			53,697.00	
Guardrail					3,000.00	
Painting					0.00	
Signing	760.00	322.00		7,110.00	328,334.00	
Cold Milling, Planning & Rotomilling					0.00	
Demolition				19,842.00	126,608.00	
Pavement Markings (Paint)				29,303.51	129,116.43	
Other Construction (List) Layout	9,800.00		189,244.20	8,124.05	790,480.75	
Traffic Control/ Structures	49,000.00		227,541.00	118,000.00	754,841.00	
Mobilization/ Stabilization	88,000.00	1,500.00		83,000.00	760,127.00	
<b>Totals</b>	<b>295,656.00</b>	<b>74,322.00</b>	<b>495,086.00</b>	<b>921,396.66</b>	<b>0.00</b>	<b>9,538,736.89</b>

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Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor		PPM	Mid-West Fence	Anderson Environmental	
Type of Work		Pavement Mark	Guardrail	SPL Waste/ Soil Disposal	
Subcontract Price		3,000.00	27,729.00	30,038.32	
Amount Uncompleted		3,000.00	2,729.00	30,038.32	
Subcontractor				Industrial Fence	
Type of Work				Fence/ Guardrail	
Subcontract Price				33,881.63	
Amount Uncompleted				33,881.63	
Subcontractor				Marking Specialists	
Type of Work				THPL MK	
Subcontract Price				5,970.24	
Amount Uncompleted				5,970.24	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	3,000.00	2,729.00	69,890.19	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

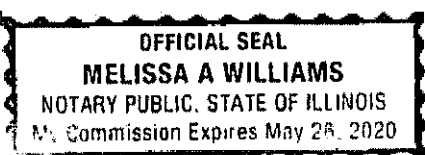
Subscribed and sworn to before me

this 22 day of December, 2017

Melissa A. Williams  
Notary Public

My commission expires: 5/26/2020

(Notary Seal)



Type or Print Name Ken Coppenhaver, President  
Officer of Director Title

Signed [Signature]

Company Coppenhaver Construction, Inc

Address 75 Koppae Drive  
Galbert, 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 1/19/2018  
(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	Lathrop Park Splash Pad	03A(WA072)	132 Grand Ave			
Contract With	Piano	IDOT	Village of Gurnee			
Estimated Completion Date	12/31/2017	92 Cal Days	30 W Days			
Total Contract Price	224,770.00	493,485.00	130,758.00			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	224,770.00	493,485.00	130,758.00			11,001,012.68
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>11,001,012.68</b>

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

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

					Accumulated Totals	
Earthwork	6,850.00	27,530.00	10,812.00		662,280.10	
Portland Cement Concrete Paving	31,500.00		24,064.00		568,805.70	
HMA Plant Mix					13,185.00	
HMA Paving	8,200.00		1,630.00		355,310.00	
Clean & Seal Cracks/Joints					58,865.00	
Aggregate Bases & Surfaces		6,724.00			506,940.35	
Highway, R.R. and Waterway Structures	33,460.00				787,047.50	
Drainage	40,750.00	1,112.00			794,067.50	
Electrical		73,599.25			682,316.75	
Cover and Seal Coats					0.00	
Concrete Construction	21,000.00	8,211.00	47,248.00		719,770.06	
Landscaping		248,380.05			2,035,015.05	
Fencing					53,697.00	
Guardrail					3,000.00	
Painting					0.00	
Signing					328,334.00	
Cold Milling, Planing & Rotomilling					0.00	
Demolition	14,610.00	2,520.00	10,524.00		154,262.00	
Pavement Markings (Paint)					129,116.43	
Other Construction (List) Site Furnishings		9,000.00	440.00		799,920.75	
Layout/ Traffic Control			30,540.00		785,381.00	
Mobilization					760,127.00	
<b>Totals</b>	<b>158,370.00</b>	<b>377,076.30</b>	<b>125,258.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,197,441.19</b>

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Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	Jasco	Mack Construction	Smith Maint Co.		
Type of Work	Jasco	Supplier	Traffic Control		
Subcontract Price	22,100.00	58,915.00	5,500.00		
Amount Uncompleted	22,100.00	58,915.00	5,500.00		
Subcontractor	Vortex	Segura Tr			
Type of Work	Pad Equip- Supply	Trucking			
Subcontract Price	46,300.00	15,650.25			
Amount Uncompleted	46,300.00	15,650.25			
Subcontractor		F. Espinoza			
Type of Work		Landscape			
Subcontract Price		17,817.50			
Amount Uncompleted		17,817.50			
Subcontractor		Peoples Landscape			
Type of Work		Landscape			
Subcontract Price		24,025.95			
Amount Uncompleted		24,025.95			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	68,400.00	116,408.70	5,500.00	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 21 day of December, 2017.

Melissa A Williams  
Notary Public

My commission expires: 5/6/2020

(Notary Seal)



Type or Print Name Ken Coppenhaver, President  
Officer or Director Title

Signed [Signature]

Company Coppenhaver Construction, Inc.

Address 75 Kappa Drive  
Gilbert IL 60136