

Requisition 25k and over

SM-P-0096-14

AWARDING RESOLUTION  
ISSUED TO EARTHWERKS LAND IMPROVEMENT  
AND DEVELOPMENT CORPORATION  
CONTRACT AMOUNT (\$7,787,391.90)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract for Armstrong Park Reservoir, Pump Station & Outlet Siphon, Phase I.

NOW, THEREFORE, BE IT RESOLVED that County Contract, dated May 27, 2014, for the Armstrong Park Reservoir, Pump Station & Outlet Siphon, Phase I for Stormwater Management, be and it is hereby approved for issuance of a Contract Purchase Order by the Procurement Division, to Earthwerks Land Improvement & Development Corporation, 1240 Lyon Road, Batavia, IL 60510 for the total contract amount of \$7,787,391.90 per lowest responsible Bid # 14-047.

Enacted and approved this 27th day of May, 2014 at Wheaton, Illinois

\_\_\_\_\_  
DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
GARY A. KING, COUNTY CLERK

**DuPAGE COUNTY, ILLINOIS**

**AGREEMENT**

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**PROJECT NAME: 14-047, Armstrong Park Reservoir, Pump Station & Outlet Siphon – Phase 1**

**THIS AGREEMENT**, made this 27th day of May, 2014, by and between DuPage County, Illinois, hereinafter called "County" or "Owner" and Earthwerks Land Improvement & Development Corporation hereinafter called "Contractor".

**WITNESSETH:**

**WHEREAS**, the County has heretofore solicited bids for all work and improvements and for the doing of all things included within the specified project; and

**WHEREAS**, the County did on the 27th day of May 2014, find that the Contractor was the lowest responsive, responsible bidder for hereinafter specified work and did award the Contractor a contract for said work.

**NOW, THEREFORE**, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

**ARTICLE I- Work To Be Done By Contractor**

For and in consideration of the payments indicated in the Bid hereto attached, the Contractor shall at its own cost and expense perform all the work and furnish all the labor, material, equipment and other property necessary to do, construct, install, and complete all the work and improvements required, all in full accordance with and in compliance with and as required by the hereinafter specified contract Documents, including any and all Addenda for said work, and to do all other things required of the contractor by said contract Documents for said work.

**ARTICLE II- Contract Documents**

The contract Documents here named include all of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Invitation for Bids
2. Instructions to Bidders
3. General Conditions of the Contract
4. Bid Form/Signature
5. Contract Special/Supplemental Conditions
6. Agreement (This instrument)
7. Contract Specifications
8. Contract Drawings
9. All Bonds mentioned or referred to in the foregoing Documents
10. Any and all other Documents or Papers included or referred to in the foregoing Documents
11. Any and all Addenda to the foregoing: Addendum 1

all of which documents are on file in the Office of the Procurement Manager, DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187.

**ARTICLE III-Contract Prices, Contract Sum and Payment**

County shall pay to Contractor in current funds for the performance of the Work, subject to additions and deductions effected by Change Orders, the separate Contract Prices as stated in the bid proposal, not to exceed the lump sum bid contract sum, namely: Seven million seven hundred eighty seven thousand three hundred ninety one dollars and 90/100, or \$7,787,391.90.

The Contract Price aforesaid constitutes the Contract Sum.

**ARTICLE IV-Payment**

The contractor shall receive and accept payments indicated in its Bid as full compensation or furnishing all materials and equipment and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with the work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents. The Contractor is required to adhere to the prevailing wage provisions of the State of Illinois for wage rates and conditions prevalent in DuPage County, Illinois.

Quantities and totals of unit price items in the contractor's Bid and the resulting total price are approximate only, and are for the purpose of establishing the face amount of bonds to be provided by the Contractor. Payment of work covered by unit price items will be made on the basis of actual quantities of work complete in place as authorized and as measured as provided in the Contract Documents. Where applicable, any or all items listed under ITEMS AS ORDERED BY ENGINEER/FACILITIES MANAGER will be directly requested by the Engineer/ Facilities Manager, in writing, prior to any items used. The County may choose not to use any or all of the items listed under ITEMS AS ORDERED BY ENGINEER/FACILITIES MANAGER.

**ARTICLE V- Contract Enforcement - Attorney's Fees**

If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

**ARTICLE VI - Severability Clause**

If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

**ARTICLE VII - Governing Law**

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement.

**ARTICLE VIII-Conflict Between Component Parts of Contract**

In the event that any provision in any of the following component parts of this contract conflicts with any provision in any other of the following component parts, the provision in the component part first enumerated below shall govern over any other component part which follows it numerically except as may be otherwise specifically stated. Said component parts are the following:

1. Addendum No. 1
2. Bid Form
3. Special/Supplemental Conditions
4. General Conditions of the Contract
5. Contract Special/Supplemental Conditions
6. Contract Specifications
7. Contract Drawings
8. Instructions to Bidders
9. Invitation for Bids
10. Agreement(this instrument)
11. Any and all other Document or Papers included or referred to the foregoing documents.

This Contract is intended to conform in all respects to applicable regulation, laws, ordinances, and statutes of the State of Illinois and governmental unit in which the work is to be constructed, and if any part or provision of this Contract conflicts therewith the said statute shall govern.

**ARTICLE IX-Starting and Completion**

The contractor shall commence work within ten (10) calendar days after receipt from the County of a formal Notice to Proceed.

**ARTICLE X-Commitment**

The County does hereby employ the said contractor to provide the materials and do all the work and do all other things hereinbefore mentioned according to the terms and conditions hereinabove contained or referred to for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

**ARTICLE XI-Grant Funding**

A portion or all of the above work may be subject to Illinois First Grant Funding. Section 5.4A of the Grant Agreement between the Illinois Department of Commerce and Community Affairs and DuPage County states:

“If any of the services to be performed under this Agreement are subcontracted, the Grantee shall include in all subcontracts covering such services, a provision that the Department and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor involving transactions related to this Agreement for a period of five (5) years from the later of the expiration or termination of this Agreement.”

In effect, the State requires that your firm and any sub-contractors agree to make available for examination, your financial records covering services in conjunction with the construction of the above project for a five-year period.

**END OF AGREEMENT ARTICLES**

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and affixed their seals, the day and year first above written.

Contractor Name Earth Waves Land Improvement + Development Corporation

By \_\_\_\_\_  
(Signature of Officer)

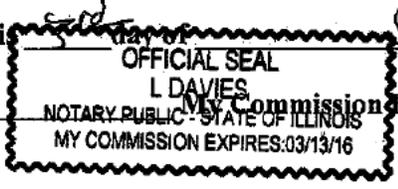
Title President

Date 6-3-14



Subscribed and Sworn to before me this 3rd day of June AD, 20 14

\_\_\_\_\_  
(Notary Public)



Expires: 3-13-16

County of DuPage, Illinois

By: \_\_\_\_\_ Date: 6-4-2014  
| Procurement Officer

By this signature, the Procurement Services Supervisor affirms that all submittals required have been provided by the Contractor in accordance with the conditions of the bid document.

(SEAL)

By: \_\_\_\_\_  
Chairman of the Board

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
County Clerk

Date: \_\_\_\_\_

**IMPORTANT**

Note: If the contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if contractor is a CO-partnership the true name of the firm shall be set forth above, together with the signatures of all partners; and if the contractor is an individual, his signature shall be paced above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto.

Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Addendum to Contract for Armstrong Park per RFB 14-047

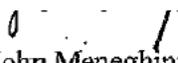
7.1.5 The estimates shall be signed by Engineer, approved by Owner, and after the Owner approves the estimate, the Owner, subject to the foregoing provisions, will pay or cause the Contractor to be paid an amount equal to the estimated value of the work the Contractor performed less a retained amount in accordance with the following:

7.1.5.1 The Owner shall retain ten (10%) percent of the estimated value of the Work to ensure the Contractor's satisfactory performance.

7.1.5.2 After the Contractor satisfactorily completes fifty per cent (50%) of the Work, the Engineer or Owner may reduce any retained amount during the remaining progress of the Work provided Contractor continues to make satisfactory progress and there is no specific cause for greater withholding.

7.1.5.3 The Engineer or Owner may use the retained amounts to remedy any Defective or Uncorrected Work whenever this Contract authorizes such remedy. At the time of the final payment, the Engineer or Owner may apply any retained amounts to offset any approved adjustment or authorized deduction to the Contract Price.

Authorized Signatures:  
DuPage County

  
John Meneghini  
Procurement Officer

  
Earthwerks Land Improvement & Dev. Corp

Dan Davies  
President



| No.  | ITEM-RESERVOIR & PUMP STATION (PHASE I)                                   | UNIT  | UNIT PRICE | PROJECT TOTAL |                 |
|--|---|-------|------------|---------------|-----------------|
|  |   |       |            | QUANTITY      | TOTAL           |
| <b>SITE CONSTRUCTION</b>                   |   |       |            |               |                 |
| 1  | EARTH EXCAVATION  | CU YD | 10         | 25,062        | \$ 250,620.00   |
| 2  | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL                               | CU YD | 23         | 42,709        | \$ 982,307.00   |
| 3  | FURNISHED EXCAVATION  | CU YD | 25         | 108,371       | \$ 2,709,275.00 |
| 4  | TOPSOIL EXCAVATION AND PLACEMENT  | CU YD | 10         | 14,689        | \$ 146,890.00   |
| 5  | CONCRETE CURB   | FOOT  | 20         | 36            | \$ 720.00       |
| 6  | AGGREGATE SUBGRADE 12"  | SQ YD | 12         | 8,035         | \$ 96,420.00    |
| 7  | BITUMINOUS MATERIALS (PRIME COAT)   | TON   | 500        | 14.3          | \$ 7,150.00     |
| 8  | HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50                               | TON   | 89         | 324           | \$ 28,836.00    |
| 9  | HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50                              | TON   | 94         | 1,275         | \$ 119,850.00   |
| 10   | CONCRETE SLAB, 8"   | SQ YD | 90         | 282           | \$ 25,380.00    |
| 11   | AGGREGATE BASE COURSE, TYPE B 6"  | SQ YD | 6          | 300           | \$ 1,800.00     |
| 12   | CLASS D PATCHES, TYPE IV, 8 INCH  | SQ YD | 70         | 272           | \$ 19,040.00    |
| <b>STORM SEWER AND DRAINAGE STRUCTURES</b> |   |       |            |               |                 |
| 13   | TRENCH BACKFILL   | CU YD | 28         | 405           | \$ 11,340.00    |
| 14   | STONE RIPRAP, CLASS A3  | SQ YD | 55         | 21            | \$ 1,155.00     |
| 15   | STONE RIPRAP, CLASS A4  | SQ YD | 58         | 400           | \$ 23,200.00    |
| 16   | FILTER FABRIC   | SQ YD | 2          | 421           | \$ 842.00       |
| 17   | PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"                       | EACH  | 700        | 1             | \$ 700.00       |
| 18   | PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"                       | EACH  | 800        | 1             | \$ 800.00       |
| 19   | PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"                       | EACH  | 600        | 1             | \$ 600.00       |
| 20   | GRATING FOR CONCRETE FLARED END SECTION 15"                               | EACH  | 275        | 1             | \$ 275.00       |
| 21   | GRATING FOR CONCRETE FLARED END SECTION 24"                               | EACH  | 375        | 1             | \$ 375.00       |
| 22   | CAST-IN-PLACE REINFORCED CONCRETE END SECTIONS 15"                        | EACH  | 3000       | 1             | \$ 3,000.00     |
| 23   | CAST-IN-PLACE REINFORCED CONCRETE END SECTIONS, EQUIVALENT ROUND-SIZE 60" | CU YD | 7100       | 1             | \$ 7,100.00     |
| 24   | STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"                          | FOOT  | 25         | 1,136         | \$ 28,400.00    |
| 25   | STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 15"                          | FOOT  | 31         | 159           | \$ 4,929.00     |
| 26   | STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 18"                          | FOOT  | 35         | 224           | \$ 7,840.00     |
| 27   | STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 24"                          | FOOT  | 36         | 558           | \$ 20,088.00    |
| 28   | STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 30"                          | FOOT  | 55         | 311           | \$ 17,105.00    |
| 29   | STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 36"                   | FOOT  | 65         | 118           | \$ 7,670.00     |
| 30   | STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 60"                   | FOOT  | 160        | 920           | \$ 147,200.00   |
| 31   | STORM SEWERS, CLASS B, TYPE 1 12"   | FOOT  | 28         | 502           | \$ 14,056.00    |
| 32   | DUCTILE IRON WATER MAIN 6"  | FOOT  | 45         | 80            | \$ 3,600.00     |
| 33   | SUBSURFACE DRAIN 6"   | FOOT  | 14         | 1,088         | \$ 15,232.00    |
| 34   | MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID                     | EACH  | 2000       | 1             | \$ 2,000.00     |
| 35   | MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID                   | EACH  | 2000       | 6             | \$ 12,000.00    |
| 36   | MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID                     | EACH  | 2500       | 1             | \$ 2,500.00     |
| 37   | MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID                   | EACH  | 3000       | 1             | \$ 3,000.00     |
| 38   | MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID                   | EACH  | 4500       | 1             | \$ 4,500.00     |
| 39   | MANHOLES, TYPE A, 9'-DIAMETER, TYPE 1 FRAME, CLOSED LID                   | EACH  | 8000       | 2             | \$ 16,000.00    |
| 40   | MANHOLES, TYPE A, 10'-DIAMETER, TYPE 1 FRAME, CLOSED LID                  | EACH  | 13000      | 4             | \$ 52,000.00    |
| 41   | INLETS, TYPE A, TYPE 1 FRAME, OPEN LID                                    | EACH  | 800        | 2             | \$ 1,600.00     |
| 42   | INLETS, TYPE A, TYPE 1 FRAME, CLOSED LID                                  | EACH  | 800        | 1             | \$ 800.00       |

| PUMP STATION   |   |    |         |     |                 |
|----------------|---|----|---------|-----|-----------------|
| 117            | CONTRACT ITEM 1 - STRUCTURES AND EQUIPMENT WORK   | LS | 1891000 | 1   | \$ 1,891,000.00 |
| 118            | CONTRACT ITEM 2 - ADDITIONAL EARTH EXCAVATION     | CY | 10      | 10  | \$ 100.00       |
| 119            | CONTRACT ITEM 3 - ADDITIONAL SELECT FILL MATERIAL | CY | 28      | 10  | \$ 280.00       |
| 120            | CONTRACT ITEM 4 - ADDITIONAL CLASS D CONCRETE     | CY | 300     | 10  | \$ 3,000.00     |
| 121            | CONTRACT ITEM 5 - ADDITIONAL STEEL REINFORCING    | LB | 2.1     | 300 | \$ 630.00       |
| Total PHASE II |   |    |         |     | \$ 1,895,010.00 |

| SIPHON OUTLET   |   |    |  |    |           |
|-----------------|---|----|--|----|-----------|
| 201             | CONTRACT ITEM 1 - PIPING, STRUCTURES AND EQUIPMENT WORK | LS |  | 1  | \$ -      |
| 202             | CONTRACT ITEM 2 - ADDITIONAL EARTH EXCAVATION           | CY |  | 20 | \$ -      |
| 203             | CONTRACT ITEM 3 - ADDITIONAL SELECT FILL MATERIAL       | CY |  | 20 | \$ -      |
| 204             | CONTRACT ITEM 4 - ADDITIONAL CLASS D CONCRETE           | CY |  | 20 | \$ -      |
| 205             | REMOVAL AND DISPOSAL OF CONTAMINATED MATERIAL           | CY |  | 20 | \$ -      |
| Total PHASE III |   |    |  |    | \$ NO BID |



|                             |   |       |       |        |               |
|-----------------------------|---|-------|-------|--------|---------------|
| 43                          | INLETS, TYPE A, TYPE 8 GRATE  | EACH  | 1000  | 4      | \$ 4,000.00   |
| 44                          | INLETS, TYPE B, TYPE 1 FRAME, OPEN LID  | EACH  | 1000  | 1      | \$ 1,000.00   |
| 45                          | INLETS, TYPE B, TYPE 8 GRATE  | EACH  | 1000  | 3      | \$ 3,000.00   |
| 46                          | DRAWDOWN STANDPIPE  | EACH  | 1000  | 1      | \$ 1,000.00   |
| REMOVALS AND ADJUSTMENTS    |   |       |       |        |               |
| 47                          | PAVEMENT REMOVAL  | SQ YD | 20    | 2,479  | \$ 49,580.00  |
| 48                          | BIKE PATH REMOVAL   | SQ YD | 20    | 3,806  | \$ 76,120.00  |
| 49                          | CURB REMOVAL  | FOOT  | 4     | 140    | \$ 560.00     |
| 50                          | TREE REMOVAL (6 TO 15 UNITS DIAMETER)   | UNIT  | 20    | 215    | \$ 4,300.00   |
| 51                          | TREE REMOVAL (OVER 15 UNITS DIAMETER)   | UNIT  | 20    | 306    | \$ 6,120.00   |
| 52                          | REMOVAL OF EXISTING STRUCTURES NO. 1  | EACH  | 4000  | 1      | \$ 4,000.00   |
| 53                          | REMOVAL OF EXISTING STRUCTURES NO. 2  | EACH  | 4000  | 2      | \$ 8,000.00   |
| 54                          | REMOVE EXISTING LIGHTING SYSTEM   | L SUM | 3000  | 1      | \$ 3,000.00   |
| 55                          | OUTCROPPING TO BE REMOVED AND SALVAGED  | EACH  | 200   | 6      | \$ 1,200.00   |
| 56                          | DRAINAGE STRUCTURE TO BE REMOVED  | EACH  | 300   | 12     | \$ 3,600.00   |
| 57                          | STORM SEWER REMOVAL   | FOOT  | 10    | 1,218  | \$ 12,180.00  |
| 58                          | REMOVE EXISTING SIGN COMPLETE   | EACH  | 2000  | 8      | \$ 16,000.00  |
| 59                          | CHAIN LINK FENCE REMOVAL  | FOOT  | 3     | 910    | \$ 2,730.00   |
| STRUCTURAL                  |   |       |       |        |               |
| 60                          | PEDESTRIAN TRUSS SUPERSTRUCTURE   | SQ FT | 80    | 1,000  | \$ 80,000.00  |
| 61                          | POROUS GRANULAR EMBANKMENT, SPECIAL   | CU YD | 28    | 102    | \$ 2,856.00   |
| 62                          | PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH, SPECIAL                                       | SQ FT | 7     | 400    | \$ 2,800.00   |
| 63                          | STEEL RAILING (SPECIAL)   | FOOT  | 200   | 163    | \$ 32,600.00  |
| 64                          | GRANULAR SUBGRADE REPLACEMENT   | CU YD | 28    | 242    | \$ 6,776.00   |
| 65                          | PIPE UNDERDRAINS FOR STRUCTURES 4"  | FOOT  | 14    | 141    | \$ 1,974.00   |
| 66                          | TEMPORARY SOIL RETENTION SYSTEM   | EACH  | 30000 | 1      | \$ 30,000.00  |
| 67                          | STRUCTURE EXCAVATION  | CU YD | 12    | 1,133  | \$ 13,596.00  |
| 68                          | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS FOR STRUCTURES                             | CU YD | 25    | 242    | \$ 6,050.00   |
| 69                          | CONCRETE STRUCTURES   | CU YD | 600   | 308.4  | \$ 185,040.00 |
| 70                          | CONCRETE ENCASEMENT   | CU YD | 440   | 13.2   | \$ 5,808.00   |
| 71                          | REINFORCEMENT BARS  | POUND | 2     | 15,070 | \$ 30,140.00  |
| 72                          | REINFORCEMENT BARS, EPOXY COATED  | POUND | 2.1   | 17,050 | \$ 35,805.00  |
| 73                          | FURNISHING METAL SHELL PILES 12" X 0.250"   | FOOT  | 50    | 492    | \$ 24,600.00  |
| 74                          | DRIVING PILES   | FOOT  | 100   | 492    | \$ 49,200.00  |
| 75                          | GEOCOMPOSITE WALL DRAIN   | SQ YD | 10    | 87     | \$ 870.00     |
| LANDSCAPING AND RESTORATION |   |       |       |        |               |
| 76                          | TREE, ACER SACCHARINUM MORTON (CRESCENDO SUGAR MAPLE), 2" CALIPER, BALLED AND BURLAPPED | EACH  | 400   | 6      | \$ 2,400.00   |
| 77                          | TREE, GYMNOCLADUS DIOICUS (KENTUCKY COFFEETREE), 2" CALIPER, BALLED AND BURLAPPED       | EACH  | 400   | 1      | \$ 400.00     |
| 78                          | TREE, QUERCUS MUEHLENBERGII (CHINKAPIN OAK), 2" CALIPER, BALLED AND BURLAPPED           | EACH  | 400   | 5      | \$ 2,000.00   |
| 79                          | TREE, QUERCUS RUBRA (RED OAK), 2" CALIPER, BALLED AND BURLAPPED                         | EACH  | 400   | 5      | \$ 2,000.00   |
| 80                          | TREE, OSTRYA VIRGINIANA (IRONWOOD), 2" CALIPER, CONTAINER GROWN                         | EACH  | 400   | 1      | \$ 400.00     |
| 81                          | SHRUB, CORNUS RACEMOSA (GREY DOGWOOD), 2' HEIGHT, CONTAINER                             | EACH  | 65    | 9      | \$ 585.00     |
| 82                          | SHRUB, RIBES AMERICANUM (WILD BLACK CURRANT), 18" HEIGHT, CONTAINER                     | EACH  | 65    | 12     | \$ 780.00     |
| 83                          | SHRUB, RIBES MISSOURIENSE (WILD GOOSEBERRY), CONTAINER GROWN, 5-GALLON                  | EACH  | 65    | 15     | \$ 975.00     |

| No.  | ITEM-RESERVOIR & PUMP STATION (PHASE I)                                   | UNIT  | UNIT PRICE | PROJECT TOTAL |                 |
|--|---|-------|------------|---------------|-----------------|
|  |   |       |            | QUANTITY      | TOTAL           |
| <b>SITE CONSTRUCTION</b>                   |   |       |            |               |                 |
| 1  | EARTH EXCAVATION  | CU YD | 10         | 25,062        | \$ 250,620.00   |
| 2  | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL                               | CU YD | 23         | 42,709        | \$ 982,307.00   |
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| 5  | CONCRETE CURB   | FOOT  | 20         | 36            | \$ 720.00       |
| 6  | AGGREGATE SUBGRADE 12"  | SQ YD | 12         | 8,035         | \$ 96,420.00    |
| 7  | BITUMINOUS MATERIALS (PRIME COAT)   | TON   | 500        | 14.3          | \$ 7,150.00     |
| 8  | HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50                               | TON   | 89         | 324           | \$ 28,836.00    |
| 9  | HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50                              | TON   | 94         | 1,275         | \$ 119,850.00   |
| 10   | CONCRETE SLAB, 8"   | SQ YD | 90         | 282           | \$ 25,380.00    |
| 11   | AGGREGATE BASE COURSE, TYPE B 6"  | SQ YD | 6          | 300           | \$ 1,800.00     |
| 12   | CLASS D PATCHES, TYPE IV, 8 INCH  | SQ YD | 70         | 272           | \$ 19,040.00    |
| <b>STORM SEWER AND DRAINAGE STRUCTURES</b> |   |       |            |               |                 |
| 13   | TRENCH BACKFILL   | CU YD | 28         | 405           | \$ 11,340.00    |
| 14   | STONE RIPRAP, CLASS A3  | SQ YD | 55         | 21            | \$ 1,155.00     |
| 15   | STONE RIPRAP, CLASS A4  | SQ YD | 58         | 400           | \$ 23,200.00    |
| 16   | FILTER FABRIC   | SQ YD | 2          | 421           | \$ 842.00       |
| 17   | PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"                       | EACH  | 700        | 1             | \$ 700.00       |
| 18   | PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"                       | EACH  | 800        | 1             | \$ 800.00       |
| 19   | PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"                       | EACH  | 600        | 1             | \$ 600.00       |
| 20   | GRATING FOR CONCRETE FLARED END SECTION 15"                               | EACH  | 275        | 1             | \$ 275.00       |
| 21   | GRATING FOR CONCRETE FLARED END SECTION 24"                               | EACH  | 375        | 1             | \$ 375.00       |
| 22   | CAST-IN-PLACE REINFORCED CONCRETE END SECTIONS 15"                        | EACH  | 3000       | 1             | \$ 3,000.00     |
| 23   | CAST-IN-PLACE REINFORCED CONCRETE END SECTIONS, EQUIVALENT ROUND-SIZE 60" | CU YD | 7100       | 1             | \$ 7,100.00     |
| 24   | STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"                          | FOOT  | 25         | 1,136         | \$ 28,400.00    |
| 25   | STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 15"                          | FOOT  | 31         | 159           | \$ 4,929.00     |
| 26   | STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 18"                          | FOOT  | 35         | 224           | \$ 7,840.00     |
| 27   | STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 24"                          | FOOT  | 36         | 558           | \$ 20,088.00    |
| 28   | STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 30"                          | FOOT  | 55         | 311           | \$ 17,105.00    |
| 29   | STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 36"                   | FOOT  | 65         | 118           | \$ 7,670.00     |
| 30   | STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 60"                   | FOOT  | 160        | 920           | \$ 147,200.00   |
| 31   | STORM SEWERS, CLASS B, TYPE 1 12"   | FOOT  | 28         | 502           | \$ 14,056.00    |
| 32   | DUCTILE IRON WATER MAIN 6"  | FOOT  | 45         | 80            | \$ 3,600.00     |
| 33   | SUBSURFACE DRAIN 6"   | FOOT  | 14         | 1,088         | \$ 15,232.00    |
| 34   | MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID                     | EACH  | 2000       | 1             | \$ 2,000.00     |
| 35   | MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID                   | EACH  | 2000       | 6             | \$ 12,000.00    |
| 36   | MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID                     | EACH  | 2500       | 1             | \$ 2,500.00     |
| 37   | MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID                   | EACH  | 3000       | 1             | \$ 3,000.00     |
| 38   | MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID                   | EACH  | 4500       | 1             | \$ 4,500.00     |
| 39   | MANHOLES, TYPE A, 9'-DIAMETER, TYPE 1 FRAME, CLOSED LID                   | EACH  | 8000       | 2             | \$ 16,000.00    |
| 40   | MANHOLES, TYPE A, 10'-DIAMETER, TYPE 1 FRAME, CLOSED LID                  | EACH  | 13000      | 4             | \$ 52,000.00    |
| 41   | INLETS, TYPE A, TYPE 1 FRAME, OPEN LID                                    | EACH  | 800        | 2             | \$ 1,600.00     |
| 42   | INLETS, TYPE A, TYPE 1 FRAME, CLOSED LID                                  | EACH  | 800        | 1             | \$ 800.00       |



|                             |                                  |
|-----------------------------|----------------------------------|
| <b>COMPANY NAME:</b>        | Homer Tree Service Inc           |
| <b>ADDRESS:</b>             | 14000 S. Archer Ave Lockport, IL |
|                             |                                  |
|                             |                                  |
| <b>CONTACT PERSON:</b>      | Scott Repash                     |
| <b>TELEPHONE NUMBER:</b>    | 815-638-6027                     |
| <b>WORK TO BE PROVIDED:</b> | tree removal                     |

|                             |  |
|-----------------------------|--|
| <b>COMPANY NAME:</b>        |  |
| <b>ADDRESS:</b>             |  |
|                             |  |
|                             |  |
| <b>CONTACT PERSON:</b>      |  |
| <b>TELEPHONE NUMBER:</b>    |  |
| <b>WORK TO BE PROVIDED:</b> |  |

The Contractor will not change or use subcontractors not identified in this bid without prior written approval from the County of DuPage.

A request for a change in subcontractors shall be made in writing and will include a description of any savings that may be realized in the execution of this contract, and must be passed on to the County of DuPage.

**DUPAGE COUNTY COMMUNITY  
DEVELOPMENT COMMISSION (CDC) CONDITIONS  
FEDERAL GRANT BID MANUAL LANGUAGE AND STATEMENTS**

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**Please read these conditions carefully and sign the acknowledgement on next page. Note that conditions listed below supersede any other conditions listed elsewhere in the manual. All these conditions apply to any labor providing contractors and any lower level subcontractors.**

I. Labor Standards Notice *(also to be listed on the Front Cover)*

**FEDERAL LABOR STANDARDS AND DAVIS-BACON PREVAILING WAGE RATES  
WILL APPLY TO THIS PROJECT.**

*\* Please refer to the Federal Requirements included in the Bid Manual for additional information on federal labor standards and Davis-Bacon prevailing wage requirements.*

II. Bid Security Statement

**All bid proposals must be accompanied by a Bid bond, certified check, or bank cashier's check payable to the owner for five percent (5%) of the amount of the bid.**

III. Performance and Payment Bond Statement

**The successful bidder for the project will be required to enter into Performance and Payment bonds equal to 100% of the bid with approved sureties, which shall be conditioned upon the proper and faithful performance by the contractor of the work specified in accordance with the contract documents.**

IV. Brand Name Only Statement

**Neither owner nor contractor shall limit materials to only brand-name products. Non-brand name materials of equal specification do qualify and are acceptable.**

V. Cost Plus Statement

**Cost-plus a percentage of cost and percentage of construction cost methods are prohibited from use on this project in any form or condition.**

VI. Change Order Statement

**Should change orders be necessary, CDC staff must receive copies and explanation of necessity for review. Should change orders be necessary and they exceed the bonded amount, bonds must be increased to match the new contract total.**

VII. Federal Wage Determination Statement

**This project is paid for in part with Federal grant funds through the Community Development Block Grant Program / HOME Investment Partnership Program. Davis-Bacon Wage Decisions apply and are included in this packet. Davis-Bacon wages are superseded only in instances, by and**

where Illinois Prevailing Wage exceeds Davis-Bacon in wage, fringe benefits, and/or trade stipulations (monetary and/or non-monetary requirements). Should this project not start within 90 days of award, the wage determinations shall be replaced with the most current decision.

VIII. Non-Discrimination Statement

Employers shall not discriminate, directly or indirectly, against employees or applicants for employment on the basis of race, color, religion, sex, national origin, age, familial status, or disability.

IX. WBE/MBE Encouragement Statement (also to be listed on the Front Cover)

Minority and Women Owned Business Enterprises (MBE/WBE) are encouraged to submit bids on this Project.

X. Signature Statement

The undersigned is aware that Federal Labor Standards and Davis-Bacon Prevailing Wage Rates apply to all work performed under this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and any lower tier subcontractors providing labor for said project.

DuPage County Community Development Commission wishes an acknowledgement from the bidder that they have read and understand the conditions listed above.

Please sign below, print your company name, date this document, and submit it with the complete bid package.

Signature: \_\_\_\_\_

Company Name: EarthWerus Land Improvement & Development Corporation

Date: 2-25-14

