



ORDINANCE NO. 1823-18

AN ORDINANCE AUTHORIZING THE MAYOR AND VILLAGE CLERK TO AWARD AND EXECUTE THE BASE BID FOR DARLINGTON DRIVE CULVERT REPLACEMENT PROJECT TO ELANAR CONSTRUCTION CO.

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and the Village Clerk be, and the same is hereby authorized and directed, to award the Base Bid for Darlington Drive Culvert Replacement project to Elanar Construction Co. and execute the Award Contract in an amount not to exceed \$312,364.00 attached hereto as Exhibit "A", and, by this reference made a part hereof.

The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on February 26, 2018:

AYES: Rosik, Riess, Corrigan, Davis

NAYS: 0

Recuse: Kaiser

ABSENT AND NOT VOTING: DiMaggio

APPROVED: Joseph Mancino  
Joseph Mancino, Mayor

ATTEST: Donna Lobaito  
Donna Lobaito, Village Clerk

ADOPTED: February 26, 2018

APPROVED: February 26, 2018

RETURN WITH BID

**Local Public Agency  
Formal Contract  
Proposal**

PROPOSAL SUBMITTED BY		
Elanar Construction Co.		
Contractor's Name		
6620 W. Belmont Ave		
Street		P.O. Box
Chicago	IL	60634
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Lake

Village of Hawthorn Woods  
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Darlington Drive Culvert Replacement

SECTION NO. N/A

TYPES OF FUNDS Local

SPECIFICATIONS (required)

PLANS

**NOT AN IDOT PROJECT**

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

**ADDENDUM #1**  
**Village of Hawthorn Woods**  
**Darlington Drive Culvert Replacement**  
**Date: January 29, 2018**

**Modification No. 1**

In regards to the COBBLESTONE PAVERS specification, all gaps shall be filled with polymeric sand, not masonry sand, which shall be included in the pay item for COBBLESTONE PAVERS.

**Modification No. 2**

Note 4 under the PRECAST CONCRETE BOX CULVERTS AND CAST-IN-PLACE HEADWALLS AND WINGWALLS on the Structural General Notes plan sheet shall be amended to state:

“ALL CAST-IN-PLACE CONCRETE WORK SHALL BE IN ACCORDANCE WITH SECTION 503 OF THE IDOT STANDARD SPECIFICATIONS AND AS NOTED BELOW. CAST-IN-PLACE CONCRETE PLACED FOR THE CONSTRUCTION OF THE CULVERT HEADWALLS AND WALLS ADJACENT TO THE CULVERT AS SHOWN ON SHEET S5 SHALL BE MEASURED FOR PAYMENT AT THE CONTRACT UNIT PRICE PER CUBIC YARD FOR CONCRETE STRUCTURES.”

The revised Schedule of Prices is attached.

**Modification No. 3**

Note 6 under the PRECAST CONCRETE BOX CULVERTS AND CAST-IN-PLACE HEADWALLS AND WINGWALLS on the Structural General Notes plan sheet shall be amended to state:

“ALL REINFORCEMENT BARS SHALL BE EPOXY COATED. ANY REINFORCEMENT FOR THE HEADWALL OVER AND WALLS ADJACENT TO THE CULVERT AS SHOWN ON SHEET S5 SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE PER POUND FOR REINFORCEMENT BARS, EPOXY COATED.”

**Clarification No. 1**

The REMOVAL OF EXISTING STRUCTURES pay item shall include the removal and disposal of the existing stone wall, culverts, bridge, and any necessary foundation removal as required by the Engineer to complete the proposed work as shown on the Structural plans.

**Clarification No. 2**

The BRICK PAVER REMOVAL pay item shall also include the removal and disposal of the existing sand and aggregate base courses.

**Clarification No. 3**

All landscape restoration (TOPSOIL FURNISH AND PLACE, 6"; SEEDING, CLASS 2; EROSION CONTROL BLANKET) will not be incidental to any other contract pay items, but will be paid for separately under their appropriate pay items.

**Clarification No. 4**

The STAMPED ASPHALT pattern shall match the existing brick roadway pattern.

**Clarification No. 5**

The COBBLESTONE PAVERS pay item shall include all necessary materials to complete this work as shown in the detail, including the aggregate base course, sand, and geotechnical fabric.

AGGREGATE BASE COURSE, TYPE B 12" shall be paid for separately for the STAMPED ASPHALT pay item.

**Clarification No. 6**

The revised SANDBAG COFFERDAM DEWATERING AND SEDIMENT FILTER BAG specification is attached.

**Clarification No. 7**

The backfill for the proposed box culvert and end walls shall be paid for as POROUS GRANULAR EMBANKMENT, at the limits shown on the Structural plan sheets (2-foot maximum beyond the culverts and wingwalls. This pay item also includes the proposed backfill above the culvert to the finished grade. Any work beyond the 2-foot pay limit for excavation or backfill will not be paid for.

**Clarification No. 8**

The culvert bedding material, labeled as 6" POROUS GRANULAR MATERIAL as shown on plan sheet S5, is considered incidental to the proposed culvert pay item as this material is detailed under Article 540 of the IDOT Standard Specifications.

**Clarification No. 9**

No further questions will be accepted.

**\*\*Please note that there is no change as the bid opening on February 1, 2018 will be at 11:00 a.m. at the Village of Hawthorn Woods Village Hall.**

Please acknowledge the receipt of this addendum by signing and returning the attached form to John LaPaglia of Christopher B. Burke Engineering, Ltd. at [jlapaglia@cbbel.com](mailto:jlapaglia@cbbel.com). Additionally, Addendum #1 shall be attached to the bid. If Addendum #1 is not attached to the bid, the bid may be disqualified.

## SANDBAG COFFERDAM DEWATERING AND SEDIMENT FILTER BAG

**Description:** This work shall consist of installing, maintaining and removing a temporary sandbag cofferdam that closes the work zone from the waterway. The temporary sandbag cofferdam must be maintained as to allow the contractor to work "in the dry" and to control sediment. The cofferdam shall protect the site as required by the Project Permits, approved shop drawings, the special provision and plans, and as directed by the Engineer.

The cofferdams shall be designed, constructed and removed with the Engineer's approval.

**Materials:** Any substance used to assemble or maintain cofferdams shall be nontoxic and non-hazardous. Any material used to minimize seepage underneath diversion structures, such as grout, shall be non-toxic, non-hazardous, and as close to neutral pH (7) as possible.

The exterior of vehicles and equipment that will be within the coffered area shall be maintained free of grease, oil, fuel, and residues.

Cofferdam overflow height shall be 6 inches above NWL.

**Construction Requirements:** Stationary equipment such as motors, pumps, etc. located within the work area or adjacent to a water body shall be positioned over drip pans or other confinement area. All equipment shall be stored outside of the floodplain when not in use to avoid inundation during a high water event.

Dewatering shall be as specified below and included in the cost of this item.  
Bypass pumping shall be as specified in the below and included in the cost of this item.

Contractor shall restore ground to the satisfaction of the Engineer and included in the cost of this item.

Excavated material or spoils resulting from the activity shall be removed from the coffered area as soon as possible and shall not remain overnight.

Place the impermeable barrier on the bottom of the water feature. The barrier should extend out past the edge of the future cofferdam a sufficient length so that it can be pulled back over the sandbag after it has been installed. This will create a seamless barrier on the water side with the opening seam on the work area side. After the barrier is pulled over the sandbags, it will likely be necessary to hold the impermeable barrier in place with rip rap or additional sandbags.

Contractor shall size sandbags appropriately to ensure that the cofferdam is able to withstand design flows.

Because the potential for washout is high, the Contractor shall monitor the cofferdam daily and must not be left unattended for longer than 24 hours. Weather reports should be observed. If a storm event is expected, the site shall be stabilized in preparation as appropriate. All repairs shall be made immediately to prevent further damage to the installation.

Contractor shall regularly inspect cofferdams for leaks or other deficiencies. Sandbags used within the cofferdam, if applicable, must be removed by hand to prevent breakage. All disturbed soil within the coffered area shall be returned to original condition with all possible efforts made to retain the existing soil profile prior to the removal of the dams.

**Shop Drawings:** Prior to scheduling any work within the water, the Contractor shall receive Engineer's review on the following Contractor submitted items.

1. Construction sequencing schedule with anticipated dates of work.
2. Sketch showing location of cofferdam, cofferdam effective retaining height above Normal Water Level, location of dewatering pumps, and erosion/sediment control measures needed to construct the proposed improvements within and adjacent to the cofferdam.

## **DEWATERING**

### **Description:**

**Dewatering.** This work shall consist of providing labor, tools, equipment, and materials necessary for dewatering (regardless of the water source) all work areas to relatively dry conditions as determined by the Engineer and maintain suitable working conditions and sediment control so that the improvements are constructed in the dry. The dewatering shall be 24 hours a day, seven days per week as needed to maintain relatively dry conditions for events up to the 2-Yr storm event.

**By-Pass Pumping.** This work shall also consist of providing labor, tools, equipment, and materials necessary for by-pass pumping (regardless of the water source) the waterway around the work areas so that the improvements are constructed in the dry. The by-pass pumping shall be 24 hours a day, seven days per week as needed to maintain relatively dry conditions within the work zone. **All disturbed areas shall be stabilized at the end of the working day (temporary stabilization measures shall not be paid for separately, but shall be considered included in the cost of this item).**

**Products:** Contractor shall be responsible for the choice of the product(s) and equipment as well as "means and methods" for the Site Dewatering Work to be performed subject to the review of the Engineer. All products and "means and methods" selected shall be adequate for the intended use/application. Engineer's review does not relieve the Contractor from compliance with the requirements of this special provision.

**Submittals:** Contractor shall submit to Engineer for review a description of dewatering techniques and equipment to be used, together with detail drawings showing lengths of discharge piping and point(s) of discharge including sediment and erosion control procedures using Best Management Practices. Engineer's review of dewatering techniques and equipment shall in no way be construed as creating any obligation on the Owner for same.

### **Best Management Practices are anticipated (but not limited to) to include:**

Sump Pit  
Pumps, Hoses, Etc.  
Point Source Discharge Protection (Rip Rap with Vegetative Buffer, Etc)  
Rock Checks  
Ditch Checks  
Geotextile Fabric  
Dewatering Filter Bags  
Removal and proper disposal of all BMP's and sediment associated with dewatering  
Additional erosion and sediment control BMP's as per Engineer's direction  
Noise abatement.

**Responsibility:** The Contractor shall be solely responsible for the choice of product(s) and equipment; for the design, installation, and operation; as well as "means and methods" of performing the Work; and subsequent removal of dewatering systems and their safety and conformity with local codes, regulations and these Specifications. All product(s), equipment and "means and methods" selected shall be adequate for the intended use/application. Review by Engineer does not relieve Contractor from compliance with the requirements specified herein.

**General Requirements:** The Contractor shall select the pumps he/she desires to use and the rate at which the pumps discharge, with adequate protection at the pump discharge shall be provided by the Contractor, subject to review by the Engineer. The Contractor shall ensure that downstream water quality shall not be impaired. Contractor shall position pumps/generators as far away from private residences as possible and outside the creek bank top. The Contractor shall provide noise abatement as directed by the Engineer. Electric pumps are highly encouraged.

At all times during the excavation period and until completion and acceptance of the Work at Final Inspection, ample means and equipment shall be provided with which to remove promptly and dispose of properly all water (including ground water, river water, storm sewer water, storm runoff, and water generated from Contractor's activities) entering any excavation or any other parts of the Work.

Water pumped or drained from the work required for this Contract shall be disposed of in a safe and suitable manner without damage to adjacent waterways, adjacent property or streets or to other work under construction. Water shall be discharged with adequate erosion and sediment control protection of the surface at the point of discharge. No water shall be discharged into sanitary sewers. No water shall be discharged into storm sewers. Any and all damages caused by dewatering the work shall be promptly repaired by the Contractor. The Contractor is responsible for providing any and all labor, materials and equipment needed for the DEWATERING in order to meet the scheduled completion of the project.

Cost of dewatering work zone after storm events is included in the cost of this item.

Contractor may propose other means/methods for controlling sediment and minimizing construction duration.

**Method of Measurement and Basis of Payment:** This work will be paid for at the contract unit price per LUMP SUM for SANDBAG COFFERDAM DEWATERING AND SEDIMENT FILTER BAG, which price shall include all equipment, material, and labor to complete the work as specified herein.

**ADDENDUM #1**  
**Village of Hawthorn Woods**  
**Darlington Drive Culvert Replacement**  
**Date: January 29, 2018**

I acknowledge the receipt of Addendum #1 for the above referenced project:

Signed: 

Elanor Construction  
Name of Company

**ADDENDUM #2**  
**Village of Hawthorn Woods**  
**Darlington Drive Culvert Replacement**  
**Date: January 30, 2018**

**Modification No. 1**

Note 23 under the GENERAL NOTES section on the Structural General Notes plan sheet shall be amended to state:

**“THE CONTRACTOR SHALL RETAIN A GEOTECHNICAL ENGINEER TO CHECK THE BEARING CAPACITY OF THE SOIL UNDER THE PROPOSED CULVERT AND WINGWALLS AT THE CONTRACTOR’S COST. ANY SOIL DETERMINED TO BE UNSUITABLE FOR BEARING SHALL BE REMOVED AND REPLACED WITH STRUCTURAL FILL. THIS WORK SHALL BE MEASURED FOR PAYMENT AT THE CONTRACT UNIT PRICE PER CUBIC YARD FOR ‘REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL’ AND ‘POROUS GRANULAR EMBANKMENT’, RESPECTIVELY.”**

Retaining a Geotechnical Engineer for the work as stated above for Note 23 shall be for field tests to be performed during construction operations to ensure bearing capacity is reached. The Contractor will not be paid separately for any geotechnical services (as stated in the amended note above); however, these services are required as part of this work.

**Clarification No. 1**

No further questions will be accepted.

**\*\*Please note that there is no change as the bid opening on February 1, 2018 will be at 11:00 a.m. at the Village of Hawthorn Woods Village Hall.**

Please acknowledge the receipt of this addendum by signing and returning the attached form to John LaPaglia of Christopher B. Burke Engineering, Ltd. at [jlapaglia@cbbel.com](mailto:jlapaglia@cbbel.com). Additionally, Addendum #2 shall be attached to the bid. If Addendum #2 is not attached to the bid, the bid may be disqualified.

**ADDENDUM #2**  
**Village of Hawthorn Woods**  
**Darlington Drive Culvert Replacement**  
**Date: January 30, 2018**

I acknowledge the receipt of Addendum #2 for the above referenced project:

Signed: 

Elanar Construction  
Name of Company

County Lake  
Local Public Agency Village of Hawthorn Woods  
Section Number ---  
Route Darlington Drive

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_, between the \_\_\_\_\_ Village of \_\_\_\_\_ of \_\_\_\_\_ Hawthorn Woods acting by and through its \_\_\_\_\_ Mayor and Village Trustees known as the party of the first part, and \_\_\_\_\_ his/their executors, administrators, successors or assigns, known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Darlington Drive Culvert Replacement, in Village of Hawthorn Woods are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: \_\_\_\_\_ Clerk      The Village of Hawthorn Woods  
By \_\_\_\_\_  
Party of the First Part

(Seal)

(If a Corporation)

Corporate Name \_\_\_\_\_

By \_\_\_\_\_  
President      Party of the Second Part

(If a Co-Partnership)

Attest:

\_\_\_\_\_  
Secretary

Partners doing Business under the firm name of

\_\_\_\_\_  
Party of the Second Part

(If an individual)

\_\_\_\_\_  
Party of the Second Part



Route ----  
 County Lake  
 Local Agency Village of Hawthorn Woods  
 Section ---

We, \_\_\_\_\_

a/an)  Individual  Co-partnership  Corporation organized under the laws of the State of Illinois,

as PRINCIPAL, and \_\_\_\_\_

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

\_\_\_\_\_ Dollars ( \_\_\_\_\_ ), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018

**PRINCIPAL**

\_\_\_\_\_  
(Company Name) \_\_\_\_\_  
By: \_\_\_\_\_ (Signature & Title) By: \_\_\_\_\_ (Signature & Title)  
Attest: \_\_\_\_\_ (Signature & Title) Attest: \_\_\_\_\_ (Signature & Title)

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

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, 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 \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018

My commission expires \_\_\_\_\_ Notary Public (SEAL)

**SURETY**

\_\_\_\_\_  
(Name of Surety) By: \_\_\_\_\_ (Signature of Attorney-in-Fact)

STATE OF ILLINOIS. (SEAL)  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of 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 \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018

My commission expires \_\_\_\_\_ Notary Public (SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018

Attest:

\_\_\_\_\_  
Clerk Village of Hawthorn Woods (Awarding Authority)  
\_\_\_\_\_  
(Chairman/Mayor/President)

RETURN WITH BID

NOTICE TO BIDDERS

County Lake  
Local Public Agency Village of Hawthorn Woods  
Section Number N/A  
Route Darlington Drive Culvert Replacement

Sealed proposals for the improvement described below will be received at the office of Village of Hawthorn Woods  
2 Lagoon Drive, Hawthorn Woods, IL 60047 until 11:00am on February 1, 2018  
Address Time Date

Sealed proposals will be opened and read publicly at the office of Village of Hawthorn Woods  
2 Lagoon Drive, Hawthorn Woods, IL 60047 at 11:00am on February 1, 2018  
Address Time Date

DESCRIPTION OF WORK

Name Darlington Drive Culvert Replacement Length: 55 feet ( 0.01 miles)  
Location Darlington Drive, Village of Hawthorn Woods, Lake County, Illinois  
Proposed Improvement The project consists of bridge reconstruction, culvert removal and replacement, grading, and all necessary restoration.

1. Plans and proposal forms will be available for download at www.questcdn.com or CBBEL's website at http://cbbel.com/bidding-info/  
Contract documents will be available in CBBEL's office for viewing at 9575 W. Higgins Road, Suite 600, IL 60018. There will be a non-refundable \$20.00 to download the plans and specification book. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading this digital project information. The QuestCDN # is 5478200.  
Address

2.  Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Formal Contract Proposal
- b. BLR 12200a Schedule of Prices
- c. BLR 12230: Proposal Bid Bond (if applicable)
- d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
- e. BLR 12326: Affidavit of Illinois Business Office

## RETURN WITH BID

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Lake  
Local Public Agency Village of Hawthorn Woods  
Section Number N/A  
Route Darlington Drive Culvert Replacement

1. Proposal of \_\_\_\_\_  
for the improvement of the above section by the construction of The project consists of bridge reconstruction, Culvert removal and replacement, grading, and all necessary restoration.

a total distance of 55 feet, of which a distance of 55 feet, ( 0.01 miles) are to be improved.

2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd. (CBBEL)
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete all work by May 1, 2018 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Village of Hawthorn Woods

The amount of the check is 5% of bid amount, 5% bid bond ( 15,618.20 ).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Darlington Drive Culvert Replacement.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

RETURN WITH BID

SCHEDULE OF PRICES - BASE BID

County Lake  
 Local Public Agency Hewthorn Woods  
 Section N/A  
 Route Darlington Drive

Schedule for Single Bid  
 (For complete information covering these items, see plans and specifications)

Bidder's Proposal for BASE BID					
Item No.	Item	Unit	Quantity	Unit Price	Total
20100110	TREE REMOVAL (8 TO 15 UNITS DIAMETER)	UNIT	12	51.00	612.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	35	61.00	2,135.00
20101100	TREE TRUNK PROTECTION	EACH	8	226.00	1,808.00
20200100	EARTH EXCAVATION	CU YD	60	38.50	1,925.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	36	34.00	1,190.00
20700220	POROUS GRANULAR EMBANKMENT	CU YD	65	41.50	2,697.50
*20800150	TRENCH BACKFILL, SPECIAL	CU YD	25	63.00	1,575.00
21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	600	10.25	6,150.00
25000200	BEDDING, CLASS 2	SQ YD	600	1.75	1,050.00
25100630	EROSION CONTROL BLANKET	SQ YD	600	2.00	1,200.00
26000400	PERIMETER EROSION BARRIER	FOOT	400	3.50	1,400.00
28100109	STONE RIPRAP, CLASS A5	SQ YD	200	34.25	6,850.00
28100109	STONE RIPRAP, RR7	SQ YD	10	193.00	1,930.00
28200200	FILTER FABRIC	SQ YD	200	3.50	700.00
35800100	PREPARATION OF BASE	SQ YD	175	8.50	1,487.50
35800200	AGGREGATE BASE REPAIR	TON	10	46.75	467.50
40600980	HOT-MIX ASPHALT BINDER COURSE, L-19.0, N50	TON	25	339.00	8,475.00
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	20	344.75	6,895.00
44000168	HOT-MIX ASPHALT SURFACE REMOVAL, 4 1/4"	SQ YD	178	18.25	3,193.75
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	100	8.50	850.00
50100100	REMOVAL OF EXISTING STRUCTURES	EACH	1	14,625.00	14,625.00
*50102400	CONCRETE DITCH REMOVAL	SQ YD	130	51.50	6,695.00
50200100	STRUCTURE EXCAVATION	CU YD	260	45.00	11,375.00
50300225	CONCRETE STRUCTURES	CU YD	35	1,006.00	35,210.00
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	3,860	1.75	6,755.00
54001001	BOX CULVERT END SECTIONS, CULVERT NO. 1	EACH	1	24,529.00	24,529.00
54001002	BOX CULVERT END SECTIONS, CULVERT NO. 2	EACH	1	24,422.00	24,422.00
54010804	PRECAST CONCRETE BOX CULVERTS, 8'X4'	FOOT	36	703.00	25,308.00
60800500	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6L24	FOOT	100	45.25	4,525.00
67100100	MOBILIZATION	LSUM	1	8,938.00	8,938.00
*70327726	MEMBRANE WATERPROOFING FOR CULVERTS	SQ YD	42	134.50	5,649.00
*X7010218	TRAFFIC CONTROL AND PROTECTION, SPECIAL	LSUM	1	9,520.00	9,520.00
*X0001821	BRICK PAVEMENT REMOVAL	SQ FT	340	6.00	2,040.00
*X0007079	CONCRETE RIBBON	FOOT	176	34.00	5,950.00
*20012786	CONSTRUCTION LAYOUT	LSUM	1	4,000.00	4,000.00
*20048304	PIPE UNDERDRAINS FOR STRUCTURES, 4"	FOOT	60	33.25	1,995.00
*NA	ARCHITECTURAL STONE FACING	SQ FT	520	54.25	28,210.00
*NA	COBBLESTONE PAVERS	SQ FT	500	47.25	23,625.00
*NA	PCC SHOULDER REMOVAL	SQ YD	80	27.00	1,620.00
*NA	SANDBAG COFFERDAM DEWATERING AND SEDIMENT FILTER BAG	LSUM	1	14,781.75	14,781.75
Bidder's Proposal for making BASE BID Improvements				312,364.00	

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Lake  
Local Public Agency Village of Hawthorn Woods  
Section Number N/A  
Route Darlington Drive Culvert Replacement

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart 1 of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County	<u>Lake</u>
Local Public Agency	<u>Village of Hawthorn Woods</u>
Section Number	<u>N/A</u>
Route	<u>Darlington Drive Culvert Replacement</u>

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

Inset Names and Addressed of All Partners

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If a corporation)

Corporate Name Elanar Construction Co.

Signed By *Ross M. Burns*  
President

Business Address 6620 W. Belmont Ave  
Chicago, IL 60634

Inset Names of Officers

President Ross M. Burns

Secretary Rebecca Dudek

Treasurer Ross M. Burns

Attest:

*Becky Dudek*  
Secretary

**Affidavit of Availability  
For the Letting of Darlington Dr. Culvert Replacement**

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

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	Accumulated Totals
Contract Number	17-604					
Contract With	CITY OF AURORA					
Estimated Completion Date	9/28/18					
Total Contract Price	750,400					
Uncompleted Dollar Value If Firm is the Prime Contractor	750,400					
Uncompleted Dollar Value If Firm is the Subcontractor	- 0 -					
<b>Total Value of All Work</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	30,000				
Portland Cement Concrete Paving	100,000				
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces	50,000				
Highway, R.R. and Waterway Structures					
Drainage	65,000				
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping	300,000				
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planing & Rotomilling					
Demolition	45,000				
Pavement Markings (Paint)					
Other Construction (List)					
Totals	610,000				\$ 0.00

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

Part III. Work Subcontracted to Others.

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

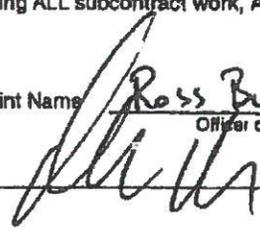
	1	2	3	4	Awards Pending
Subcontractor	LPS				
Type of Work	BRICK LAYING				
Subcontract Price	60,000				
Amount Uncompleted	60,000				
Subcontractor	J&R				
Type of Work	LIWA				
Subcontract Price	63,000				
Amount Uncompleted	63,000				
Subcontractor	JASCO				
Type of Work	ELECTRIC				
Subcontract Price	25,400				
Amount Uncompleted	25,400				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	144,900				

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

Subscribed and sworn to before me  
 this 1st day of February, 2018

Type or Print Name Ross Burns President  
Officer or Director Title

Signed

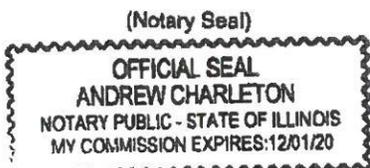


  
 Notary Public

My commission expires 12/1/20

Company Elanar Construction Co.

Address 6620 W. Belmont Ave  
Chicago, IL 60634



**Apprenticeship or Training  
Program Certification**

**Return with Bid**

Route Darlington Drive Culvert Replacement  
County Lake  
Local Agency Village of Hawthorn Woods  
Section N/A

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Illinois Department of Transportation 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. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved 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.

Laborers Local 1  
Operating Engineers Local 150  
Cement Masons Local 502  
\_\_\_\_\_  
\_\_\_\_\_

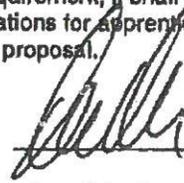
IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check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

N/A

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 Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: Elanar Construction Co.

By:



(Signature)

Address: 6620 W. Belmont Ave - Chicago, IL 60634

Title: President

RETURN WITH BID

Affidavit of Illinois Business Office

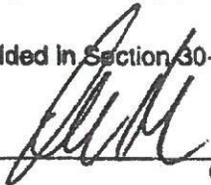
County Lake  
Local Public Agency Village of Hawthorn Woods  
Section Number N/A  
Route Darlington Drive Culvert Replacement

State of Illinois )  
 ) ss.  
County of Lake )

I, Ross M. Burns of Glenview IL  
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the President of Elanar Construction Co.  
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Elanar Construction Co., will maintain a  
(bidder)  
business office in the State of Illinois which will be located in Cook County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

  
\_\_\_\_\_  
(Signature)  
Ross M. Burns  
(Print Name of Affiant)

This instrument was acknowledged before me on 1st day of February, 2018.

(SEAL)



  
\_\_\_\_\_  
(Signature of Notary Public)