

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

J RUSS AND COMPANY INC.
16151 S. RANKIN DRIVE
LOCKPORT, IL 60441

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

VILLAGE OF ROMEOVILLE
1050 WEST ROMEO ROAD
ROMEOVILLE, IL 60446

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BOND AMOUNT:

TEN PERCENT OF AMOUNT BID (10% of amount Bid)

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT (Name, location or address, and Project number, if any):

Discovery Park - Mass Earthwork, Underground Utilities, Paving and
Walking Path / Airport Road & Highpoint Drive, Romeoville, IL

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4TH day of APRIL

2017

J RUSS AND COMPANY INC.

(Principal)

(Seal)

(Title)

THE CINCINNATI INSURANCE COMPANY

(Seal)

(Seal)

(Title)

PATRICK MUDRON, Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Patrick Mudron; Shamus Mudron; Joseph Kane and/or Diane Gunderson

of Joliet, Illinois

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



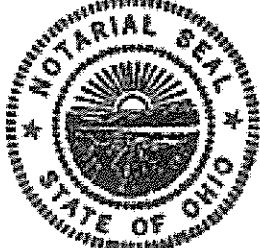
THE CINCINNATI INSURANCE COMPANY

Steven A. Jantz

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 4th day of April 2017



Scott R. Bolen
Secretary

SECTION 000410 - BID FORM

CONTRACTOR: J. Russ and Company, Inc.
16151 Ranken Dr.
Street Address
Lockport IL 60441
City, State, Zip
815 436-3398 815 436-3245
Phone # Fax #

TO: Village of Romeoville
900 West Romeo Road
Romeoville, IL 60446

PROJECT: Discovery Park

Having read the Specifications and examined the Drawings entitled: Discovery Park

Prepared by Hitchcock Design Group for the construction of said Project and having also received, read, and taken into account all ADDENDA thereto as follows: ** (LIST IN THE FOLLOWING SPACES, THE NUMBER OF AND DATE OF EACH ADDENDUM RECEIVED.)

ADDENDUM NOS.: #1 March 17, 2017, #2 March 23, 2017, #3 March 31, 2017
~~#4 April 3, 2017 #5 April 5, 2017~~

and having inspected the site and the conditions affecting and governing the construction of the Project Work, the undersigned proposes to furnish all material and perform all labor, as specified and described in the Specifications and as shown in the Drawings, for the following stipulated lump sums:

(ENTER AMOUNTS FROM 000415-SCHEDULE OF VALUES - round base bid and alternate amounts to nearest whole dollar)

BASE BID:

TOTAL MATERIALS AND LABOR FOR THE SUM OF:

Three million Eighty - six thousand
** Three hundred forty one & 51/100 DOLLARS (** \$ 3,086,341.51)

ALTERNATE BID #1: OMIT AUTOMATIC IRRIGATION SYSTEM AND REPLACE WITH QUICK COUPLER SYSTEM

TOTAL ADD OR DEDUCT (circle one) FOR MATERIALS AND LABOR FOR THE SUM OF:

** One Hundred Thousand DOLLARS (** \$ 100,000.00)

ALTERNATE BID #2: ADD WEST ASPHALT PATH

TOTAL ADD OR DEDUCT (circle one) FOR MATERIALS AND LABOR FOR THE SUM OF:

** Fifty three thousand Two Hundred DOLLARS (** \$ 53,200.00)

ALTERNATE BID #3: ADD TREES AT SOUTHWEST

TOTAL ADD OR DEDUCT (circle one) FOR MATERIALS AND LABOR FOR THE SUM OF:

DISCOVERY PARK
BID FORM

000410 - 1

Thirty-eight Thousand DOLLARS (\$ 38 000.00)

ALTERNATE BID #4: ADD NATIVE SEEDING AT SOUTHWEST

TOTAL ADD OR DEDUCT (circle one) FOR MATERIALS AND LABOR FOR THE SUM OF:

Twenty-two Thousand DOLLARS (\$ 22 000.00)

1. To enter into a lump sum Contract agreement with the Owner and to construct the work as drawn and specified for the stated lump sum amounts regardless of quantity discrepancies. No additional payments will be made due to quantity discrepancies.
2. To hold the bid open for 60 days after bid opening.
3. To enter into a Contract within 14 days of Notice of Award.
4. To furnish a Performance Bond and a Labor and Material Payment Bond for the full amount of the Contract in accordance with 000800-Supplementary Conditions, within 20 days of Contract Award.
5. To furnish evidence of insurance in accordance with 000800-Supplementary Conditions prior to signing the Contract.
6. To furnish a preliminary Construction Schedule in accordance with Section 001310-Project Management and Coordination prior to signing the Contract.
7. To forfeit the Bid Security to the Owner as payment of damages due to delay if the undersigned fails to execute a Contract as required.
8. To begin the work no later than the date specified in the Contract, and to substantially complete the work no later than date indicated in section 000100 Invitation to Bid.

ACKNOWLEDGED AND AGREED TO:

By:

Shirley Russ President
Authorized Signature / Title

Company:

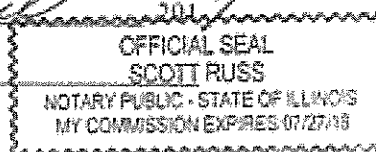
Russ and Company, Inc.

(SEAL - If by Corporation)

Subscribed and sworn to before me this

5 day of April 2017
Scott
Notary Public

END OF SECTION 000410



SECTION 000415 - SCHEDULE OF VALUES

Date: March 15, 2017

RE: Discovery Park

NOTES:

1. Bidder to complete Section 000415-Schedule of Values and enter total amount in appropriate space in Section 000410-Bid Form.
2. Bidder is responsible for performing all quantity take-offs necessary to complete the work as drawn and specified.
3. The successful bidder will be required to enter into a lump sum contract agreement with the owner. No additional payments will be made due to discrepancies between bidder's estimated quantities, owner's estimated quantities, and the actual installed quantities to construct the work as drawn and specified.
4. This Schedule of Values form will become part of the Contract Documents and will be used as a basis for reviewing the Contractor's Applications for Payment. The Schedule of Values Unit Prices and 000416-Unit Price Schedule will be used to establish change orders for additions or deductions to the project as approved by the Owner.
- 5.

This Schedule of Values form is available in Microsoft Excel format from the landscape architect upon request.

Section	Description	Bidder's Est. Qty.	Unit	Unit Cost	Extended Cost	Subtotal
0 & 1	Contracting and General Requirements					
	contracting and general requirements	1.00	LS	\$ 300,000.00	\$ 300,000.00	
	layout	1.00	LS	\$ 25,000.00	\$ 25,000.00	
	Contracting and General Requirements Subtotals :					\$ 325,000
033000	Cast in Place Concrete					
	misc footings	8.00	CY	\$ 610.00	\$ 4,880.00	
	Section Subtotal:					\$ 4,880
044000	Stone Masonry					
	outcropping stone (overlook)	16.00	TN	\$ 600.00	\$ 9,600.00	
	Section Subtotal:					\$ 9,600
116300	Play Field Equipment and Structures					
	volleyball posts / net	2.00	EA	\$ 3,500.00	\$ 7,000.00	
	basketball standards assembly	3.00	EA	\$ 2,500.00	\$ 7,500.00	
	baggo games	4.00	PR	\$ 1,000.00	\$ 4,000.00	
	Section Subtotal:					\$ 18,500
129300	Site Furnishings					
	bollards - fixed	3.00	EA	\$ 1,000.00	\$ 3,000.00	
	bollards - removable	2.00	EA	\$ 1,000.00	\$ 2,000.00	
	bike rack - install	3.00	EA	\$ 300.00	\$ 900.00	
	Section Subtotal:					\$ 5,900

221113 Water Distribution					
corporation stop / tap	1.00	LS	\$ 2,500.00	\$ 2,500.00	
b-box valves	2.00	EA	\$ 250.00	\$ 500.00	
meter / RPZ assembly	1.00	LS	\$ 12,000.00	\$ 12,000.00	
RPZ enclosure	1.00	LS	\$ 7,615.00	\$ 7,615.00	
water main extension to site (8" DI)	443.00	LF	\$ 122.00	\$ 54,046.00	
water main extension for hydrant (6" DI)	26.00	LF	\$ 103.00	\$ 2,678.00	
water service line to maintenance building (2" copper)	315.00	LF	\$ 28.00	\$ 8,820.00	
water service line to concession building (1" copper)	0.00	LF	\$ -	\$ -	
irrigation heads	1.00	LS	\$ 42,898.00	\$ 42,898.00	
irrigation valves, controller, grounding	1.00	LS	\$ 16,757.00	\$ 16,757.00	
irrigation main line / sleeves	1.00	LS	\$ 104,245.00	\$ 104,245.00	
quick couplers	26.00	EA	\$ 350.00	\$ 9,100.00	
Section Subtotal:				\$	261,159

265600 Exterior Lighting					
electrical service	1.00	LS	\$ 50,000.00	\$ 50,000.00	
lighting - vehicular - 2 fixture	2.00	EA	\$ 2,000.00	\$ 4,000.00	
lighting - vehicular - 3 Fixture	8.00	EA	\$ 19,000.00	\$ 152,000.00	
lighting - vehicular - 4 Fixture	5.00	EA	\$ 17,000.00	\$ 85,000.00	
lighting - pedestrian	7.00	EA	\$ 10,000.00	\$ 70,000.00	
service extensions	1.00	LS	\$ 20,000.00	\$ 20,000.00	
in grade junction boxes	10.00	EA	\$ 400.00	\$ 4,000.00	
Section Subtotal:				\$	385,000

311000 Site Clearing					
inlet protection	37.00	EA	\$ 200.00	\$ 7,400.00	
construction fencing	230.00	LF	\$ 20.00	\$ 4,600.00	
silt fence	5,128.00	LF	\$ 3.00	\$ 15,384.00	
construction entrance	1.00	LS	\$ 5,000.00	\$ 5,000.00	
concrete washout	1.00	LS	\$ 2,500.00	\$ 2,500.00	
clear & grub	3.70	AC	\$ 8,410.00	\$ 31,117.00	
tree removal (larger than 6")	1.00	ALLOW	\$ 1,500.00	\$ 1,500.00	
Section Subtotal:				\$	67,501

312000 Earth Moving						
topsoil stripped / respread	27,282.00	CY	\$	7.70	\$ 210,071.40	
balanced earthwork	66,693.00	CY	\$	4.41	\$ 294,116.13	
Section Subtotal:					\$	504,188

323200 Retaining walls						
retaining wall	252.00	LF	\$	140.00	\$ 35,280.00	
Section Subtotal:					\$	35,280

321216 Asphalt Paving						
asphalt paving - vehicular	9,807.00	SY	\$	24.90	\$ 244,194.30	
asphalt paving - pedestrian	15.00	SY	\$	2,111.00	\$ 31,665.00	
basketball - asphalt paving	17.00	SY	\$	618.00	\$ 10,472.00	
basketball - color coat system	6.50	SY	\$	618.00	\$ 4,004.00	
basketball - striping	1.00	LS	\$	1,000.00	\$ 1,000.00	
pavement markings	1.00	LS	\$	4,000.00	\$ 4,000.00	
Section Subtotal:					\$	295,335

321313 Concrete Paving and Curbs						
concrete paving	26,100.00	SF	\$	6.40	\$ 167,040.00	
concrete paving (drop-off)	200.00	SF	\$	6.40	\$ 1,280.00	
concrete paving (apron)	2,132.00	SF	\$	6.40	\$ 13,644.80	
concrete curb & gutter	3,800.00	LF	\$	23.50	\$ 89,300.00	
depressed curb	70.00	LF	\$	23.50	\$ 1,645.00	
volleyball curb	630.00	LF	\$	36.00	\$ 22,680.00	
playground	120.00	LF	\$	21.00	\$ 2,520.00	
concrete band at basketball	360.00	LF	\$	38.00	\$ 13,680.00	
wheel stops	8.00	EA	\$	100.00	\$ 800.00	
ADA ramp / plates	21.00	EA	\$	70.00	\$ 1,470.00	
Section Subtotal:					\$	314,060

321816 Playground Protective Surfacing					
sand surfacing	425.00	TN	\$ 60.00	\$ 25,500.00	
Section Subtotal:					\$ 25,500

329200 Turf and Grasses					
seed (soccer w/ straw)	55,175.00	SY	\$ 1.85	\$ 107,629.30	
seed	43,525.00	SY	\$ 0.60	\$ 26,115.00	
shoreline plugs (60" strip @12" spacing)	4,255.00	EA	\$ 4.88	\$ 20,764.40	
native seeding mix a	28,788.00	SY	\$ 1.85	\$ 53,257.80	
native seeding mix b	584.00	SY	\$ 2.06	\$ 1,203.04	
erosion control blanket	43,525.00	SY	\$ 0.95	\$ 41,348.75	
Section Subtotal:					\$ 250,318

329300 Plants					
Acer rubrum 'Brandywine'	10.00	2 1/2" C	\$ 637.00	\$ 6,370.00	
Catalpa speciosa	4.00	2 1/2" C	\$ 520.00	\$ 2,080.00	
Celtis occidentalis	8.00	2 1/2" C	\$ 546.00	\$ 4,368.00	
Ginkgo biloba 'Autumn Gold'	1.00	2 1/2" C	\$ 832.00	\$ 832.00	
Gymnocladus dioica (male)	21.00	2 1/2" C	\$ 648.00	\$ 13,608.00	
Quercus bicolor	5.00	2 1/2" C	\$ 650.00	\$ 3,250.00	
Quercus imbricaria	2.00	2 1/2" C	\$ 650.00	\$ 1,300.00	
Quercus macrocarpa	10.00	2 1/2" C	\$ 734.00	\$ 7,340.00	
Quercus muehlenbergii	20.00	2 1/2" C	\$ 655.00	\$ 13,100.00	
Quercus robur x macrocarpa	2.00	2 1/2" C	\$ 660.00	\$ 1,320.00	
Quercus x schuetti	11.00	2 1/2" C	\$ 787.00	\$ 8,657.00	
Picea abies	21.00	8' HT	\$ 701.00	\$ 14,721.00	
Allium 'Summer Beauty'	52.00	1 GAL	\$ 12.70	\$ 660.40	
Coreopsis verticillata 'Jethro Tull'	22.00	1 GAL	\$ 11.43	\$ 251.46	
Coreopsis verticillata 'Zagreb'	22.00	1 GAL	\$ 10.16	\$ 223.52	
Nepeta x faassenii 'Walker's Low'	52.00	1 GAL	\$ 10.16	\$ 528.32	
Panicum virgatum 'Shenandoah'	24.00	1 GAL	\$ 13.33	\$ 319.92	
Rudbeckia fulgida 'Viete's Little Suzy'	44.00	1 GAL	\$ 11.43	\$ 502.92	
mulch	35.00	CY	\$ 100.00	\$ 3,500.00	
Section Subtotal:					\$ 82,933

333100 Sanitary Sewer Systems					
sanitary sewer tap / connection	1.00	LS	\$ 5,500.00	\$ 5,500.00	
drop manhole	0.00	EA	\$ -	\$ -	
sanitary sewer extension to site (8")	53.35	LF	\$ 783.00	\$ 41,773.05	
sanitary sewer extension to maintenance building (6")	12.00	LF	\$ 112.00	\$ 1,344.00	
sanitary sewer extension to concession building (8")	0.00	LF	\$ -	\$ -	
sanitary sewer manholes	2.00	EA	\$ 2,750.00	\$ 5,500.00	
Section Subtotal:					\$ 54,117

334100 Sub drainage					
sleeving	1.00	ALLOW	\$ 5,000.00	\$ 5,000.00	
inlet / catch basins	42.00	EA	\$ 1,558.00	\$ 65,436.00	
culvert	589.00	LF	\$ 272.00	\$ 162,928.00	
storm sewer pipe	4,236.00	LF	\$ 42.00	\$ 177,912.00	
FES w/ rip rap	10.00	EA	\$ 2,657.50	\$ 26,575.00	
FES culvert w/ rip rap	4.00	EA	\$ 1,000.00	\$ 4,000.00	
volleyball underdrain	290.00	EA	\$ 18.00	\$ 5,220.00	
Section Subtotal:				\$ 447,071	
Construction Cost Subtotals :				\$ 3,086,341.51	

END OF SECTION

SECTION 000416 - SCHEDULE OF UNIT PRICES

Date: March 15, 2017

RE: Discovery Park

NOTES:

1. Bidder to enter the unit cost for each item on a basis of the unit given. See Section 001270-Unit Prices for specific information.
2. This Schedule of Unit Prices will become part of the Contract Documents and will be used as a basis for payment and to substantiate Change Order requests.
3. This Schedule of Unit Prices form is available in Microsoft Excel format from the landscape architect upon request.

Item	Description	Qty.	Unit	Unit Cost
312000	Earth Moving			
	over excavate and backfill with structural fill	1	CY	\$ 45.00
321216	Asphalt Paving			
	asphalt paving - vehicular	1	SY	\$ 30.00
321313	Concrete Paving and Curbs			
	concrete curb & gutter	1	LF	\$ 25.00

END OF SECTION 000416

SECTION 000420 - SUBSTITUTION FORM

Bidders may suggest substitutions of materials or equipment for consideration. If the substitution is deemed accepted by the Owner's Representative, the information may be issued as an addendum or taken under consideration at the time of signing the contract. The Owner reserves the right to accept or reject any or all proposed substitutions. Substitutions may not be accepted subsequent to award of the Contract unless approved by the Owner's Representative.

List all "Substitutions" for which consideration is desired, showing the addition or reduction in price to be made, for each, if the substitution is accepted, or stating "No Change in Price" if none is proposed.

MATERIALS/EQUIPMENT	SUBSTITUTION	ADD	DEDUCT
<i>None</i>			

It is understood and agreed that the proposals indicated above are based on furnishing materials and equipment shown or specified and entitles the Owner to require that such names, materials, and methods be incorporated in the Work, except as substitutions for same based on the supplementary quotations entered above and as accepted by the Owner's Representative and are subsequently made a part of the written Contract.


(Bidder's Signature)

END OF SECTION 000420

DISCOVERY PARK
SUBSTITUTION FORM

000420 - 1

SECTION 000435 - BID SECURITY

Attached to this Proposal is a bid bond for 10% of the total Base Bid made payable to the Village of Romeoville

Insert amount:

Three Hundred eight Thousand six hundred DOLLARS
thirty four & 15/100
\$ 308,634.15

If this Proposal is accepted and the Bidder fails to execute a Contract with the Owner, the full amount of the security will be forfeited to the Owner as payment of damage due to delay. If this Proposal is not accepted, the security will be returned to the Bidder within 30 days of the execution of the Contract with the successful Bidder.

END OF SECTION 000435

SECTION 000440 - MATERIAL SOURCES and/or SUB-CONTRACTED WORK FORM

List the sources, manufacturers and/or (sub)contractors for the following items:

Trade	Source/Mfg.	(Sub) Contractor
Earthwork	_____	<i>J. Russ & Co. Inc</i>
Concrete	_____	<i>Burla Const.</i>
Sports Field Equipment	_____	<i>Burla Const.</i>
Drainage	_____	<i>J. Russ & Co. Inc</i>
Asphalt Paving	_____	<i>W. Const.</i>
Native Seeding	_____	_____
Planting	_____	_____
Irrigation	_____	<i>Agua Design</i>
Utilities	_____	<i>J. Russ & Co.</i>

END OF SECTION 000440

SECTION 000447 - WAGE RATES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Contractor shall comply with the requirements of 820 ILCS 130/1-12 inclusive with reference to prevailing rates of wages. The Contractor shall pay or cause to be paid not less than the prevailing rates of wages as found by the Owner or Department of Labor or as determined by the Court on Review to all laborers, workers and mechanics.
- B. The Illinois Department of Labor website (<http://www.state.il.us/agency/idol/>) will list the current edition of the prevailing wages for the county where the Work is being performed.
 - 1. Contractor is responsible to verify that prevailing wages listed are current.
 - 2. Contractor must pay current wages in effect at time Work is being carried out.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 000447

SECTION 000455 - CONTRACTOR'S QUALIFICATIONS FORM

A. List below the projects of similar nature that you have successfully completed:

1. Project Name: Joliet Park District 80-acre River Complex
 Project Location: McCormick St. Joliet, IL.
 Project Budget: \$1,000,000.00
 Completion Date: 2011
 Owner's Name: Joliet Park District
 Contact Person: Kary Burish
 Phone: 815741-7275

2. Project Name: Litchfield Sup. Wastewater Park
 Project Location: Renwick Rd (Prairie Bluff) Litchfield, IL.
 Project Budget: 2,500,000.00
 Completion Date: 2010
 Owner's Name: Ron Cronholm Litchfield Park Dist
 Contact Person: Ron Cronholm
 Phone: 815-258-2211

3. Project Name: Blaines Farm & Fleet
 Project Location: Burgess Rd - Wilbur Rd - Romeoville, IL.
 Project Budget: 6,000,000.00
 Completion Date: Oct 2016
 Owner's Name: Ottawa Farm & Fleet
 Contact Person: Dave Wyann
 Phone: EMAIL - DWYANN@BLAINESUPPLY.COM

1.2 PROJECTS IN PROGRESS

A. List below projects currently in progress:

1. Project Name: Old Dominion Trucking Terminal
 Project Location: Dawitt Rd, Montgomery, IL.
 Project Budget: 2,000,000.00
 Completion Date: May 2017

Owner's Name: _____
Contact Person: D. CHASE - Chris Gregory
Phone: 615 - 777-0568

2. Project Name: Palist Blue Ribbon Distribution Warehouse
Project Location: Olympus Rd + Humbolt, Joliet, IL
Project Budget: 750,000.00
Completion Date: May 2017
Owner's Name: _____
Contact Person: Peak Const. - Dave Michael
Phone: 630 - 737-1500

3. Project Name: Yunker Park
Project Location: La Porte Rd. Mokena, IL
Project Budget: 650,000.00
Completion Date: June 2017
Owner's Name: Village of Mokena Park District
Contact Person: Jay Zupancic - Plainfield Const.
Phone: 815 436-4532

1.3 PROJECT MANAGEMENT

A. List name of probable Project Manager or Job Superintendent: Dave Annes

B. List below similar projects managed:

1. Project Name: Joliet Park District - 80 acre Regreen Complex
Contact Person: Larry Burck
Phone: 815 741-7275

2. Project Name: Lockport Juv. Prisoner Park
Contact Person: Rev. Cronholm
Phone: 815 258-2211

3. Project Name: Yunker Park - Village of Mokena
Contact Person: Gay Zupancsek
Phone: 815 436-4532

END OF SECTION 000455

SECTION 000460 - EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared not responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

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 or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) 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 or ancestry.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the commission's Rules and Regulations for Public Contract. 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 Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts 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 contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be not responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

"Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of any employer and an employee):

(a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, utilized in the performance of any one or more contracts; or

(b) under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed."

ACKNOWLEDGED AND AGREED TO:

BY: *Guadalupe Flores*

ATTEST: *[Signature]*

END OF SECTION 000460

SECTION 000470 - AFFIDAVIT OF COMPLIANCE

The undersigned, Gerardette L. Russ, being first duly sworn on oath, deposes that he is
(print or type Name)
PRESIDENT of J. RUSS AND CO. INC., the authority to make
(Sole Owner, Partner, President, Secretary, etc.) (Name of Company)

this certification on behalf of the Bidder;

A. That in connection with this procurement,

- (1) The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- (2) The Bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
- (3) The bid is genuine and not collusive or sham;
- (4) The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- (5) All statements contained in such bid are true;
- (6) No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- (7) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

- B. (1) He is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs 1 through 7 above; or
- (2) (a) He is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs 1 through 7 above and as their agent does hereby so certify; and
 - (b) That he has not participated, and will not participate, in any action contrary to paragraphs 1 through 7 above.

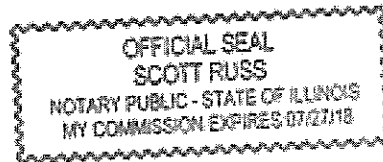
- C. The undersigned certifies that the Bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.
- D. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

By 
(Authorized Signature and Title)

Subscribed and sworn to before me this

5 day of April, 2017

Notary Public



END OF SECTION 000470

SECTION 000510 – FORMS REQUIRED WITH OWNER CONTRACTOR AGREEMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The following items are required prior to signing the Owner Contractor Agreement:
1. Preliminary Construction Schedule per section 0013100.
 2. Certificates of Insurance per Supplementary Conditions section 000800.
 3. Performance Bond per Supplementary Conditions section 000800.
 4. Labor and Material Payment Bond per Supplementary Conditions section 000800.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 000510