



Village of Buffalo Grove

Street Light Maintenance

Bid and Contract Documents

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INVITATION TO BID

Street Light Maintenance

The Village of Buffalo Grove (the “Village”) herein invites you to submit a bid for repair, relamping and replacement of existing Village owned Street Lights, within the Village of Buffalo Grove, Illinois.

PREVAILING WAGE ACT - The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

Motor Fuel Tax Funds – This project will be funded in whole or in part by MFT funds.

For information on how to receive a copy of the Bid Package and any addenda contact the Office of the Purchasing Manager at 847-459-2500 or visit the Village of Buffalo Grove procurement website at www.vbg.org/bids

TIMELINE

Monday, July 15, 2019 9:30 AM

Due date for all questions regarding the Work
 (“Question Due Date”)

Wednesday, July 24, 2019 9:30 AM

Bid Proposals due to the Village
 (“Bid Due Date”)

INSTRUCTIONS TO BIDDERS

QUESTIONS ON THE WORK

All comments, concerns and questions regarding the Work and these documents shall be addressed to the Village of Buffalo Grove Purchasing Manager via email at BGfinance@vbg.org with the subject line “Streetlight Maintenance”. All comments, concerns and questions regarding the Work must be received by the **9:30 AM CST** on the Question Due Date (defined above).

BID PROPOSAL DOCUMENTS

Each bidder must submit **three copies** of the following documents (collectively, the “**Bid Proposal**”):

1. Executed and notarized Public Contract Statement set forth on **Exhibit A**;
2. Completed IDOT required forms BLR12200,12200a,12230,12325,12326, and BC 57 collectively **Exhibit B**;
3. Completed Reference List set forth on **Exhibit C**;
4. A list of the requested changes to the Contract citing the specific Article within the Contract and the specific change requested.

BID SECURITY

Along with the Bid Proposal, each bidder must submit with its Bid Proposal a bank draft, cashier’s check, certified check or bid bond equal to at least ten percent (10%) of the Total Contract Price, as set forth in their Schedule of Prices (the “**Bid Security**”).

BID SUBMITTAL

Sealed Bid Proposals shall be delivered to the Village at the Office of the Village Clerk at 50 Raupp Boulevard, Buffalo Grove, Illinois 60089 on or before **9:30 AM** local time on the Bid Due Date. Each bidder shall deliver their Bid Proposal along with their Bid Security in a sealed envelope or box. The envelope or box shall be marked or endorsed:

VoBG-2019-24 Bid for Village of Buffalo Grove, Illinois

Street Light Maintenance

NO WITHDRAWAL OF BIDS

No Bid Proposal shall be withdrawn after the Bid Due Date without the consent of the Village for a period of sixty (60) calendar days after the Bid Due Date.

QUALIFICATION OF BIDDERS

It is the intention of the Village to award the Work only to a bidder who furnishes satisfactory evidence that they have the requisite qualifications, capital, experience, facilities and ability to complete the Work successfully, promptly, and within the time frame set forth in these documents.

The Village reserves the right to make such investigations as it deems necessary to determine the qualifications and ability of any bidder. To that extent, all bidders agree to furnish to the Village any information and data requested by the Village in its investigation. Failure of a bidder to provide any information or data requested by the Village in its investigation will be grounds to reject that bidder from consideration for the Work.

INSTRUCTIONS TO BIDDERS

1. Bidders must inform themselves of all the conditions under which the Work is to be performed including, but not limited to, and where applicable, the conditions of the ground, building codes. No extra compensation will be given to any bidder who fails to apprise themselves of the conditions under which the Work is to be performed.
2. All changes requested by a bidder to the Contract must be submitted with their Bid Proposal.
3. Bidders shall be responsible, at their own expense, for all permits, business licenses and other licenses which may be required to complete the Work and required by local, county, state or federal government.

RESERVATION OF RIGHTS

The Village reserves the following rights regarding the bidding process:

1. The right to accept the Bid Proposal that is, in the Village's sole judgment, the best and most favorable to the interests of the Village and the public.
2. To reject the lowest bidder.
3. To accept any item or any portion in any Bid Proposal from any bidder.
4. To accept and incorporate corrections, clarifications or modifications following the Bid Due Date when doing so would not, in the Village's opinion, prejudice the procurement process or create any improper advantage to any bidder.
5. To waive irregularities and informalities in the procurement process or in any Bid Proposal; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and bidders shall not rely upon, or anticipate, such waivers in submitting their Bid Proposal.
6. To disqualify any bidder that is found to have contacted the Village's personnel in any manner with regard to the Work.
7. The right to approve or disapprove of any or all subcontractors, or insist on no subcontractors, in connection with any Bid Proposal.
8. Reject any subcontractor from working on the Work if they are not listed in the Bid Proposal.
9. The Village shall hold the Bid Security from the two (2) lowest bidders until the Contract is signed for the Work.
10. Disqualify any bidder who requests changes to the Contract when such changes were not submitted with their Bid Proposal.

EXHIBIT A - PUBLIC CONTRACT STATEMENT

This Public Contract Statement (the “**Contract Statement**”) has been executed by the below supplier, contractor or vendor (collectively the “**Contractor**”) in order for the Village of Buffalo Grove to obtain certain information necessary prior to awarding a public contract. The Contract Statement shall be executed and notarized and submitted as part of the Bid Proposal.

CERTIFICATION OF CONTRACTOR/BIDDER

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

The Contractor certifies that it is not barred from bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, bid rigging and rotating, kickbacks, and bidding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

The Contractor does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting such tax in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The Contractor represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of their Bid Proposal that none of the following Village officials is either an officer or director of Contractor nor owns five percent (5%) or more of the Contractor: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his/her Assistant, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of your business entity or owns five percent (5%) or more thereof: _____.

IN WITNESS WHEREOF, the below Contractor has signed and sealed this Contract Statement as of this ____ day of _____, 20____.

Print Name of Contractor

Signature

Print Title

Given under my hand and official seal, this ____ day of _____, 20____.

Notary Public



**Illinois Department
of Transportation**

**Local Public Agency
Formal Contract Proposal**

PROPOSAL SUBMITTED BY

Contractor's Name

Street

P.O. Box

City

State

Zip Code

STATE OF ILLINOIS

COUNTY OF _____

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

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. _____

SECTION NO. _____

TYPES OF FUNDS _____

☐ SPECIFICATIONS (required)

☐ PLANS (required)

For Municipal Projects

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

~~Department of Transportation~~

☐ ~~Released for bid based on limited review~~

~~Regional Engineer~~

Date

~~For County and Road District Projects~~

~~Submitted/Approved~~

~~Highway Commissioner~~

Date

Submitted/Approved

~~County Engineer/Superintendent of Highways~~

Date

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

RETURN WITH BID

NOTICE TO BIDDERS

County _____
Local Public Agency _____
Section Number _____
Route _____

Sealed proposals for the improvement described below will be received at the office of The Village Clerk
_____ until _____ on _____
Address Time Date

Sealed proposals will be opened and read publicly at the office of The Village Clerk
_____ at _____ on _____
Address Time Date

DESCRIPTION OF WORK

Name _____ Length: _____ feet (_____ miles)
Location _____
Proposed Improvement _____

1. Plans and proposal forms will be available in the office of _____
_____ 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:

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

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 _____
Local Public Agency _____
Section Number _____
Route _____

1. Proposal of _____
_____ for the improvement of the above section by the construction of _____

_____ a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.
2. The plans for the proposed work are those prepared by _____
and approved by the Department of Transportation on _____ N/A
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 the work within _____ working days or by _____ 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 _____ Treasurer of _____ Buffalo Grove _____
The amount of the check is _____ Bid Bond (10% of Total Bid) _____ (_____).
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: Section Number _____.
8. The successful bidder at the time of execution of the contract shall 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.



Illinois Department of Transportation

SCHEDULE OF PRICES

County Cook and Lake
 Local Public Agency Village of Buffalo Grove
 Section N/A
 Route N/A

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Est. Quantity	Unit Price	Total
1	Journeyman	Per Hour	900		
2	Utility truck	Per Hour	400		
3	Pole Set Truck	Per Hour	180		
4	Aerial Truck	Per Hour	330		
5	Backhoe	Per Hour	40		
6	Auger	Per Hour	18		
7	Trencher	Per Hour	18		
8	Directional Boring Rig	Per Hour	18		
9	Arrow Board truck/trailer	Per Hour	135		
10	70 W HPS Lamp	Each	4		
11	100 W HPS Lamp	Each	40		
12	250 W HPS Lamp	Each	40		
13	310 W HPS Lamp	Each	4		
14	400 W HPS Lamp	Each	4		
15	Photo Cell	Each	135		
16	Igniter	Each	4		
17	HPS Ballast	Each	40		
18	Fuse Holder	Each	40		
19	Fuse	Each	80		
20	Leotek EC1-6-M-MV-NW-2-530-DB	Each	3		
21	LITHONIA KAD 70S R3TB	Each	3		
22	LITHONIA KAD 100S R3TB	Each	8		
23	LITHONIA KAD 250S R3TB	Each	8		
24	LITHONIA KAD 320S R3TB	Each	4		
25	LITHONIA KAD 400S R3TB	Each	4		

RETURN WITH BID

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Est. Quantity	Unit Price	Total
26	Centrecon MEO 7 Concrete Pole Type A	Each	5		
27	Centrecon MEO 8.5 Concrete Pole Type B	Each	8		
28	Valmont Corten Pole w/Base Cover (35 Foot Single Davit)	Each	4		
29	Valmont Corten Pole w/Base Cover (40 Foot Twin Davit)	Each	4		
30	Valmont Corten Pole w/Base Cover (34.5 Foot Twin Davit)	Each	4		
31	Pole Numbering Per IDOT Standards with Plaque and hardware	Each	8		
32	Fixture Numbering Per Village Standards	Each	24		
33	Aluminum Davit Arm – (8 foot)	Each	4		
34	Full-height Corten Base Cover	Each	40		
35	Aluminum Skirt Replacement	Each	8		
36	Breakaway Couplings (Set of 4) for Corten Pole	Each	40		
37	Concrete Pole Foundation, 24-inch Diameter	Each	4		
38	Concrete Foundation Extender	Each	4		
39	#6 RHH, RHW, USE-XLP, 600V	Per Foot	900		
40	#8 RHH, RHW, USE-XLP, 600V	Per Foot	2400		
41	2-inch GRC Conduit	Per Foot	40		
42	2-inch IMC Conduit	Per Foot	40		
43	2-inch Schedule 80 PVC Conduit	Per Foot	40		
44	3M Scotchcast Splicing Kit	Each	40		
45	Unit price to inspect street lights/poles.	Each	900		
46	Unit price to re-lamp street lights.	Each	390		
Total Cost					

Note 1: Item 46. Re-lamping shall include replacing lamp, cleaning lens, adjusting fixture, inspecting pole, cleaning space between base plate and top of foundation and documenting actions taken on an Inspection Report (See Appendices). Contractor shall also record the Pole # and Date Changed on the new lamp wrapper and turn in all lamp wrappers thus marked with his Inspection Reports.

Note 2: Item 45. Inspection only shall include, cleaning lens, adjusting fixture, inspecting pole, cleaning space between base plate and top of foundation and documenting actions taken on an Inspection Report (See Appendices).

TRAVEL TIME WILL NOT BE A PAY ITEM IN THIS CONTRACT.

CONTRACTOR CERTIFICATIONS

County _____
 Local Public Agency _____
 Section Number _____
 Route _____

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 I 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 _____
Local Public Agency _____
Section Number _____
Route _____

(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 _____

Signed By _____

President

Business Address _____

Insert Names of Officers



President _____

Secretary _____

Treasurer _____

Attest: _____
Secretary



RETURN WITH BID

Route _____
County _____
Local Agency _____
Section _____

PAPER BID BOND

WE _____ as PRINCIPAL,
and _____ as SURETY,
are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly 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 is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____

Principal

(Company Name)
By: _____
(Signature and Title)

(Company Name)
By: _____
(Signature and Title)

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

Surety

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

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 of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this _____ day of _____

My commission expires _____
(Notary Public)

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

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

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



Return with Bid

Route
County
Local Agency
Section

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.

- 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. ☐

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: _____

By: _____

(Signature)

Address: _____

Title: _____

RETURN WITH BID



**Illinois Department
of Transportation**

Affidavit of Illinois Business Office

County _____
Local Public Agency _____
Section Number _____
Route _____

State of _____)
County of _____) ss.

I, _____ of _____ , _____ ,
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the _____ of _____ .
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, _____ , will maintain a
(bidder)
business office in the State of Illinois which will be located in _____ 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)

(Print Name of Affiant)

This instrument was acknowledged before me on _____ day of _____ , _____ .

(SEAL)

(Signature of Notary Public)



Illinois Department of Transportation

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

Affidavit of Availability For the Letting of _____

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

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

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

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						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals						

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

Part III. Work Subcontracted to Others.

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

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

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 _____ day of _____, _____ Type or Print Name _____
Officer or Director Title

Signed _____

Notary Public

My commission expires _____

(Notary Seal)

Company _____

Address _____

EXHIBIT C – SUBCONTRACTOR AND REFERENCES

SUBCONTRACTOR LISTING

Bidder, to employ the following listed subcontractors for the following enumerated classes of work and is not to alter or add to such list without the written consent of the Village.

<u>SUBCONTRACTOR</u>	<u>CLASS OF WORK</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda(s) _____ (list each addendum number)

Attach each signed addendum, if any, to the bid packet as part of your submittal.

CONTRACTOR SIGNATURE and CONTACT INFORMATION

Date

Phone

Legal Entity

E-mail

(Sign here)

(Print Name)

Street Light Maintenance

EXHIBIT C – SUBCONTRACTOR AND REFERENCES (cont.)

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number and E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number and E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number and E-mail address: _____

Contact Name: _____

Municipality/Business: _____

Dates Employed: _____ to _____

Phone Number and E-mail address: _____

DESCRIPTION OF THE WORK

The work services, equipment, labor and/or materials below shall be collectively referred to as the “Work”:

1. GENERAL DESCRIPTION

A. Purpose: The purpose of the project is to provide for the public health, safety and welfare of the residents and visitors, by maintaining an efficient street lighting system to aid pedestrians and vehicle movement through the community after dark.

B. Scope: Contractor shall be skilled in trouble shooting and making repairs to lighting systems, including power center equipment (lighting controllers), controls, underground cables and light fixture lamps/ballasts. Contractor shall furnish all equipment necessary to replace street light poles and to do all phases of repair and maintenance of the Village street light system.

Contractor shall maintain a sufficient inventory of Village of Buffalo Grove approved street lighting standards (fixtures, poles, distribution centers, base covers, fuses and fuse holders) and related components so as not to delay timely replacement and repair.

2. PLANS & SPECIFICATIONS

The Plans & Specifications shall be understood to include Appendices which are incorporated hereby.

3. SPECIFICATIONS GENERAL

3.0 VILLAGE OCCUPANCY

A. The Contractor shall cooperate with Village to minimize conflict, and to facilitate Village's operations..

3.1 CARE AND PROTECTION OF PROPERTY

A. Contractor shall be responsible for the preservation of all public and private property and use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the contractor, restore such property to a condition similar or equal to that existing before the damage was done, or make good the damage in other manner acceptable to the Village.

3.2 WORK COORDINATION AND SEQUENCE

A. Schedule of Work - Contractor shall be required to respond to a repair work order within twenty-four (24) hours after receiving such order. Same day service is desirable.

B. Working Hours - The Contractor will be allowed to schedule his normal work hours between the hours of 7:00 A.M. and 4:00 P.M. Monday through Friday.

Work during other hours will be allowed only as authorized by the Public Works Director.

SPECIFICATIONS GENERAL (cont.)

C. Concurrent Operations - This contract is a nonexclusive contract with the Village. The Village reserves the right to use other contractors or its own employees to perform work similar to that being performed under the terms of this contract. Performance of work by others shall be construed as being consistent with the terms of this contract and will not be cause for the Contractor to cease performance of work as directed.

D. The Village will notify the Contractor when repairs are necessary

3.3 CHANGE PROCEDURES

A. Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

B. Contractor may propose changes by submitting a request for change to the Village of Buffalo Grove Public Works Director (Public Works Director) or his designee, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation.

C. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation. On request, provide additional data to support computations

D. Execution of Change Orders: Change order shall not be considered valid until executed by both the Village and the Contractor.

3.4 CONTRACTOR RESPONSIBILITIES

A. The Contractor shall provide equipment, materials, labor and tools to complete repairs, removal and installation as required.

B. The Contractor is solely responsible for construction means, methods, techniques, sequences and procedures and for safety precautions and programs.

C. All equipment and installation materials shall be delivered to the installation Contractor with freight and all handling charges included in the proposed price. No materials may be shipped directly to the job site without the prior approval of the Village.

D. The Contractor shall minimize disruptions to the normal operations of the Village and shall render all reasonable assistance when required. The Contractor shall remove all materials, debris and rubbish from the site on a daily basis.

E. The Contractor is responsible for acts and omissions of his employees and his sub-contractors and their agents.

F. The Contractor shall protect Village property and all persons and shall be liable for any and all damages resulting from his operations.

G. The Contractor shall be responsible for the repair or replacement of any facility or utility damaged during a repair, replacement or installation.

3.5 INVOICING AND METHOD OF PAYMENT

- A. The request for payment will be submitted on forms approved by the Village. The invoice shall itemize each chargeable item for each location using the BUFFALO GROVE – INVOICE WORKSHEET or Village approved alternate (See Appendices) for this purpose.
- B. Village will utilize two categories of Work Tasks for assigning work to Contractor. The two categories differ with respect to Village invoicing requirements as follows:
 - i. For Type A Work Tasks: Type A Work Tasks are the “normal” type of work tasks. Contractor shall aggregate all Type A Work Tasks executed during a given month and submit to the Village one invoice covering all such Work Tasks. Said invoice shall be furnished to the Village within ten (10) calendar days following the last day of the preceding month.
 - ii. For Type B Work Tasks: Type B Work Tasks are associated with individual specific repairs that are necessitated by accidents or other similar types of occurrences. For such repairs, the Village can reasonably expect to be reimbursed by others for the cost of those repairs. Contractor shall invoice the Village separately for each Type B Work Task. Each such invoice shall be furnished to the Village within ten (10) calendar days following the completion of the work performed as a result of that Type B Work Task.
- C. Payment will be made using the unit prices for Material and the hourly rates for Labor and Equipment provided in the contract. The Labor and Equipment rates shall only include time actually spent on the job within the Village. Travel time to and from the Village shall not be charged.
- D. The Village will pay according to the Illinois Prompt Payment Act.

3.6 WARRANTY

All material and workmanship shall be guaranteed for a period of one (1) year after inspection and approval by the Public Works Director or his designated representative. Any defects found shall be corrected in a timely manner at the Contractor's expense.

4. PART II BID SPECIFICATIONS

4.0 GENERAL DESCRIPTION

A. The Contractor shall include provisions for the maintenance of the street lighting facilities in accordance with this specification for the illumination of all public roadways, which are within the corporate limits of the Village. The Village shall continuously be kept appraised by the Contractor of the status of all streetlights.

B. Work shall include but not limited to:

1. Streetlight repairs (i.e. bulbs, ballast, photocells, fuses etc.)
2. Cable repair or replacement
3. Pole replacement (concrete and Cor-Ten)
4. Breakaway replacement
5. Fixture replacement
6. Relamping
7. Base cover, skirt and/or light pole hand-hole repair or replacement
8. Light pole foundation modifications or replacement

4.1 OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

All work required in this specification shall conform to the requirements of the "National Electric Code" as amended.

The Contractor at all times during the life of this contract shall observe and abide by all Federal, State and Local laws which in any way affect the conduct of the work and with all decrees and orders of courts of competent jurisdiction.

The Contractor shall be governed by all municipal ordinances and regulations, which in any way affect the conduct of the work.

The Contractor shall procure at his own expense all necessary licenses and permits in connection with the work of his Contract.

4.2 TRAFFIC CONTROL AND WORK AREAS

The Contractor shall erect substantial barricades to protect his work at all points as specified by Federal and State Standards for work zone protection. The Contractor shall place at such points the necessary warning signs, lights, and other suitable devices to protect his work properly and to provide for the convenience and safety of the public at all times. The Contractor shall maintain such barricades, signs, lights and protective devices until the need for them has passed.

In addition, the Contractor shall conform to any Federal and State Department of Transportation regulations applicable to work being performed on or along roadways and any other areas of vehicular activity. The Contractor shall use necessary signage, barricades, lights, directional devices, and any other available means of directing a safe transition of vehicular traffic past the work site, with the least inconvenience possible to said vehicular traffic.

4.3 RESPONSE AND NOTIFICATION

The Contractor shall respond to repairs based on the assigned priority of each task code. (see prioritization code in 4.4)

- High priority tasks = 24 hour response expectation
- Medium priority tasks = 48 hour response expectation
- Low priority tasks = 72 hour response expectation

4.4 WORK TASKS – WORK FLOW

The Village of Buffalo Grove Public Works Department utilizes Cartegraph OMS for our work flow and asset management system. All work will be assigned through Cartegraph OMS as Street Light Maintenance “Tasks”. All Tasks will be given a prioritization code (High, Medium, Low) and repairs should be completed based on the assigned priority of the Task. All repairs are to be completed by the Contractor, and all information related to the repairs shall be identified and included as the Contractor completes the Cartegraph OMS Task. It is the responsibility of the Contractor to complete the Cartegraph OMS Task the same day that repairs have been completed.

Street Light Inspections will be completed on a rotating cycle. These Street Light assets are divided into a GIS generated grid for identification and completion. The Contractor will generate a separate Task for each inspection, and complete that Task in the same manner described in the above paragraph. Street Light Maintenance Tasks are given a higher priority than inspection Tasks. Any inspection Task that requires additional repairs or maintenance should be noted on a new/separate maintenance Task, and all information identified and included as the Contractor completes the repair Task.

As noted in section 4.3 the Contractor shall respond within twenty-four (24) hours after receiving notice. Same day service is most desirable.

The Contractor shall be responsible to provide their staff with an i-Pad or mobile laptop computer to access, create and complete Cartegraph OMS Tasks. The Village of Buffalo Grove Public Works Department will provide the Contractor’s staff with training on Cartegraph OMS and the expected work flow.

4.5 PUBLIC RELATIONS

The goal of the Village of Buffalo Grove is to provide professional, courteous and friendly public services to residents, businesses, and visitors within the Village. With this in mind, the Contractor and his personnel will maintain professional and courteous attitude whenever dealing with the Public.

If the Contractor or his personnel should find himself in a disagreeable situation, or cannot answer a resident's question or concern suitably, he shall direct the party to the Public Works Director, or his authorized representative.

4.6 RATES UNDER CONTRACT

The Contractor shall furnish the Village with labor (straight time), vehicle, and equipment rates to be charged under this contract. Rates will not change, including any union or brotherhood negotiated scale increases, for the period of this contract. Work shall be performed at straight time, unless otherwise authorized by the Public Works Director or his authorized representative. Material will be listed, itemized, and charged according to the price bid.

4.7 FINAL POLICING OF WORK SITE

Before completed maintenance work on public property will be ready for final inspection, the Contractor will have removed from the project sites all surplus equipment, machinery, materials, debris, barricades and signs. The Contractor shall leave said project sites in the best possible condition, to the complete satisfaction of the Public Works Director, or his authorized representative.

4.8 RELAMPING

The Village may continue its relamping program and designate certain areas of the Village for relamping during the contract period. This activity is an option.

4.9 REQUIREMENTS OR ESTIMATED BID QUANTITIES

Acceptance of the bid will bind the Village to pay for, at unit bid prices, only quantities ordered and delivered. Any reference to forecasted or estimated quantities within the bidding documents is intended to inform the bidder of approximate requirements. The Village may purchase as little as zero percent (0%) or as much as two hundred percent (200%) of the forecasted or estimated quantities.

4.10 MATERIALS

A. Poles

Poles are detailed in Appendix D. Exhibits A and B

1. Pole type "A" shall be Ameron International, Centrecon Series Medium Embedded Octagonal Pole, twenty-three (23) feet in height, catalog number MEO-7 (W/MO-AD-8ft. Davit Arm).
2. Pole type "B" shall be Ameron International, Centrecon Series Medium Embedded Octagonal Pole, twenty-eight (28) feet in height, catalog number MEO-8.5 (W/MO-AD-8ft. Davit Arm).
3. Pole type "D" shall be Valmont tapered Cor-Ten steel square upright with 6 ft. long Cor-Ten steel davit(s). The Village utilizes different Cor-Ten pole upright heights as referenced in Appendix D Exhibit B. In some cases the 35 foot pole may be required to be reduced to 34 feet and six inches in length.

Fuses shall be ten (10) amps with Buss fuse holder installed in the power leg inside of the light pole hand hole.

Vertical cables in lighting standards from fuse holder to luminaire shall be number 10, THHN, 600V, stranded copper, single (1) conductor, with ground. Cable shall be color-coded as follows:

Neutral - White

Power - Black

Ground – Green or bare

B. Luminaries and Lamps

Luminaries are detailed in Appendix E. Exhibit A. are to be units manufactured by Lithonia(or alternate approved by the Village in writing), complete with constant voltage ballast's wired for one hundred twenty (120) volt or two hundred forty (240) volt operation, as required. Luminaries are detailed in Appendix E. Exhibit B is to be a unit manufactured by Leotek Light-On group. All fixtures include photocells.

Style 1 LITHONIA KAD 100S R3TB (change ballast for 70W HPS Lamp)

Style 1 LITHONIA KAD 100S R3TB (for 100W HPS Lamp)

Style 4 LITHONIA KAD 250S R3TB (for 250W HPS Lamp)

Style 4 LITHONIA KAD 250 R3TB (change ballast for 310W HPS Lamp)

Style 4 LITHONIA KAD 400S R3TB (for 400W HPS Lamp)

The LEOTEK catalog numbers for these luminaries is as follows:

ECobra-head EC1-6-M-MV-NW-2-530-DB

C. Wire/Cable

1. Underground cable from power source to lighting standards shall be a minimum of #6 stranded two (2) conductor copper commercial grade for direct burial RHH, RHW, USE-XLP, 600 volt with #6 or #8 ground conductor.
2. Any necessary splice in underground cables shall be reported. Splices shall be made by using 3M Scotchcast kits in direct burial cables. No splices are allowed within a cable conduit.
3. Cable slack shall be provided as follows: Two (2) feet of slack at base of light standards and one (1) foot of slack at the source of power. Provide six (6) inches of sand both above and below the conduit in all conduit trenches.
4. All wiring shall have two (2) inch galvanized rigid steel conduit with two (2) inch fiber bushings, or two (2) inch heavy wall PVC schedule 80, used as a raceway for underground cable. Cable in unit duct may be used for long runs with prior approval by the Village.

D. Control Cabinet

1. Circuit Breakers

- a. Breakers shall be molded case, heavy duty, bolt-on type.
- b. Breakers shall be single or multiple pole with capacities and trip ratings as shown on the individual lighting controller drawings.
- c. All lugs and terminators shall be copper. Aluminum copper connectors are not acceptable.
- d. Acceptable manufacturers shall be Siemens I.T.E., Square D', Westinghouse, or equal.

2. Surge Arresters

- a. Surge arresters shall be of the valve-type, consisting of a spark gap structure and a non-linear resistive element of silicon carbide valve blocks.
- b. The arresters shall be 650 V maximum rated, designed for the protection of 240 volt, single phase, three wire, grounded secondary services. The arresters shall meet all applicable ANSI, NEMA, IEEE, and OSHA Standards.
- c. The arresters shall be single pole units as manufactured by Joslyn Mfg., and Supply Co., General Electric Co., or equal.

E. General

All work performed and all materials utilized must meet Village of Buffalo Grove Ordinances and Standards.

APPENDIX A. Invoice Worksheet

LABOR	Hours	Rate	Sub-Total
Journeyman			
Laborer / Helper			
TOTAL LABOR			
EQUIPMENT	Hours	Rate	Sub-Total
Utility truck			
Pole Set truck			
Aerial truck			
Backhoe			
Auger			
Trencher			
Directional Boring Rig			
Arrow Board truck / trailer			
TOTAL EQUIPMENT			
MATERIAL	Amount	Rate	Sub-Total
70W HPS Lamp			
100W HPS Lamp			
250W HPS Lamp			
310W HPS Lamp			
400W HPS Lamp			
Photo Cell			
Igniter			
HPS Ballast			
Fuse Holder			
Fuse			
SD-1-1329 – Vandal Shield (Style 1) Fixture (70W)			
SD-1-1329-1– Vandal Shield (Style 1) Fixture (100W)			
SD-1-1327 (Style 4) Fixture (250W)			
SD-1-1327-1 (Style 4) Fixture (310W)			
SD-1-1327-2 (Style 4) Fixture (400W)			
Centrecon MEO 7 Concrete Pole Type A			
Centrecon MEO 8.5 Concrete Pole Type B			
Funk-Linko Corten Pole w/Base Cover (35 ft. – Single Davit)			
Funk-Linko Corten Pole w/Base Cover (40 ft. – Twin Davit)			
Funk-Linko Corten Pole w/Base Cover (34.5 ft. – Twin Davit)			
Pole Numbering Per IDOT Standards			
Fixture Numbering Per Village Standards			
Aluminum Davit Arm – 8 foot			
Full-height Corten Base Cover			
Aluminum Skirt Replacement			
Breakaway Coupling (Set of 4) for Corten Pole			
Concrete Pole Foundation, 24-inch Diameter			
Concrete Foundation Extender (See Note 1)			
#6 RHH, RHW, USE-XLP, 600V			
#8 RHH, RHW, USE-XLP, 600V			
2-inch GRC Conduit			
2-inch IMC Conduit			
2-inch Schedule 80 PVC Conduit			
3M Scotchcast Splicing Kit			
TOTAL MATERIAL			
INVOICE TOTAL			

**Village of Buffalo Grove
Public Works Operations Division
Streetlight Maintenance Record**

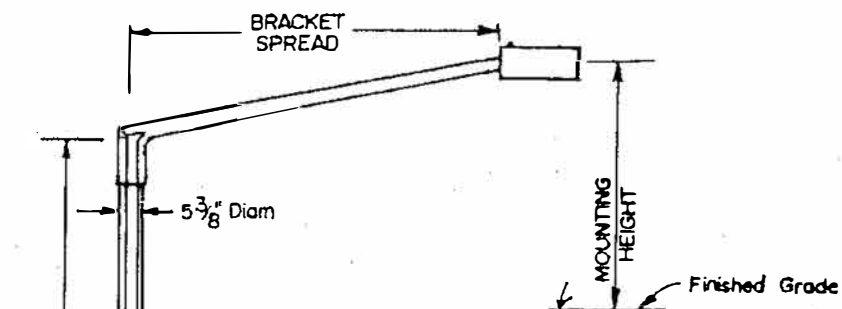
FORM RFP-1

[illegible]

* Pole Inspection shall include, at minimum, checking for the following: physical damage, excessive corrosion, base cover condition, skirt condition, grading around light pole, missing hardware and pole plumbness.

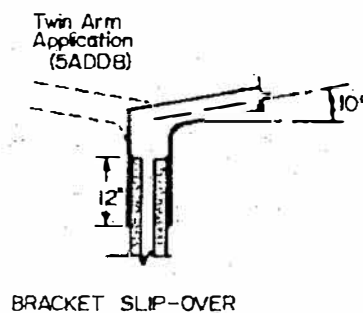
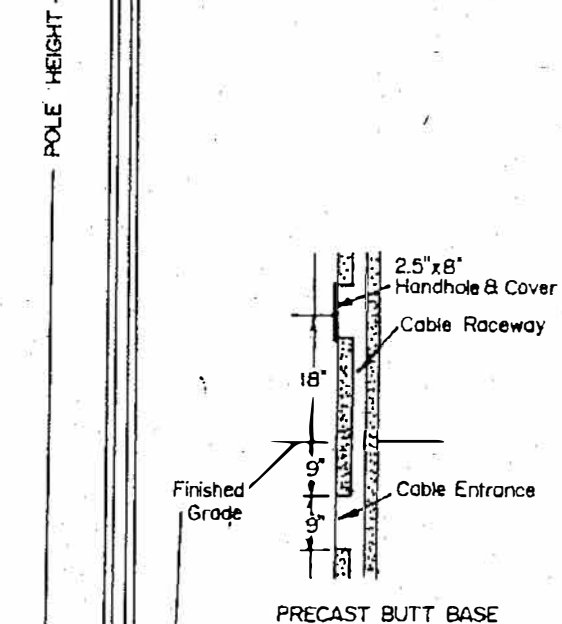
**** If ID is missing or incorrect on the light pole, then install or replace ID # sticker/plaque.**

EXHIBIT A.



SPECIFICATIONS

Base Type	Bracket Spread	Centracon, Inc. Catalogue No.	Pole Type	Mounting Height	Pole Height	Pole Diameter	Base Depth
BUTT	8 ft.	ME0-71w/M0-AD-B # 112 LPF	A	24' 6"	23' 0"	8"	5'
BUTT	8 ft.	ME0-85w/M0-AD-B # 112 LPF	B	29' 6"	28' 0"	8.5"	5'

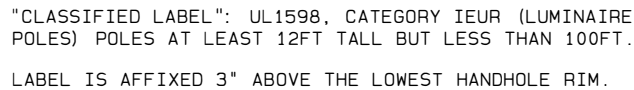


LIGHT POLE
TYPES A&B



CONFORMANCE TO APPLICABLE NEC REQUIREMENTS OF COMPONENTS NOT PROVIDED BY VALMONT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

NATIONAL ELECTRIC CODE (NEC) REQUIREMENTS	
1	NEC 250.118(B) requires that the equipment grounding conductor be connected to the equipment enclosure.
2	NEC 250.118(C) requires that the equipment grounding conductor be connected to the equipment enclosure.
3	NEC 250.118(D) requires that the equipment grounding conductor be connected to the equipment enclosure.
4	NEC 250.118(E) requires that the equipment grounding conductor be connected to the equipment enclosure.
5	NEC 250.118(F) requires that the equipment grounding conductor be connected to the equipment enclosure.
6	NEC 250.118(G) requires that the equipment grounding conductor be connected to the equipment enclosure.
7	NEC 250.118(H) requires that the equipment grounding conductor be connected to the equipment enclosure.
8	NEC 250.118(I) requires that the equipment grounding conductor be connected to the equipment enclosure.
9	NEC 250.118(J) requires that the equipment grounding conductor be connected to the equipment enclosure.
10	NEC 250.118(K) requires that the equipment grounding conductor be connected to the equipment enclosure.
11	NEC 250.118(L) requires that the equipment grounding conductor be connected to the equipment enclosure.
12	NEC 250.118(M) requires that the equipment grounding conductor be connected to the equipment enclosure.
13	NEC 250.118(N) requires that the equipment grounding conductor be connected to the equipment enclosure.
14	NEC 250.118(O) requires that the equipment grounding conductor be connected to the equipment enclosure.
15	NEC 250.118(P) requires that the equipment grounding conductor be connected to the equipment enclosure.
16	NEC 250.118(Q) requires that the equipment grounding conductor be connected to the equipment enclosure.
17	NEC 250.118(R) requires that the equipment grounding conductor be connected to the equipment enclosure.
18	NEC 250.118(S) requires that the equipment grounding conductor be connected to the equipment enclosure.
19	NEC 250.118(T) requires that the equipment grounding conductor be connected to the equipment enclosure.
20	NEC 250.118(U) requires that the equipment grounding conductor be connected to the equipment enclosure.
21	NEC 250.118(V) requires that the equipment grounding conductor be connected to the equipment enclosure.
22	NEC 250.118(W) requires that the equipment grounding conductor be connected to the equipment enclosure.
23	NEC 250.118(X) requires that the equipment grounding conductor be connected to the equipment enclosure.
24	NEC 250.118(Y) requires that the equipment grounding conductor be connected to the equipment enclosure.
25	NEC 250.118(Z) requires that the equipment grounding conductor be connected to the equipment enclosure.



DETAIL 2	UL1598 CATEGORY LABELS
----------	------------------------

VIEWED FROM
OF POLE

270°

LUMINAIRE ARM

45°

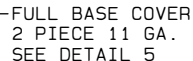
ANCHOR BOLT
HOLE

CHANDHOLE

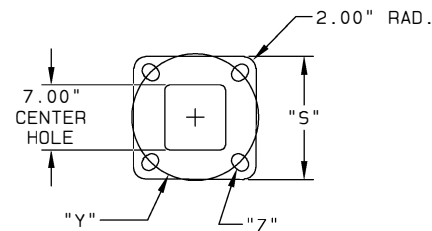
RADIAL INDEX



DETAIL 3	HANDHOLE
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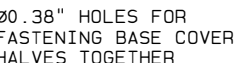
DETAIL 4	BASE PLATE
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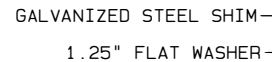
DETAIL 4	BASE PLATE
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THE LIGHTING STRUCTURES SHOWN ON THIS DRAWING HAVE BEEN DESIGNED IN ACCORDANCE WITH THE LOADING AND THE NOMINAL STRENGTH REQUIREMENTS OF THE 2015 AASHTO "LRFD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS, FIRST EDITION", SLTS-1. THE WIND LOADS WERE CALCULATED FROM AN ULTIMATE WIND VELOCITY OF 120 MPH WITH A MEAN RECURRENCE INTERVAL OF 1700 YEARS.

AASHTO 2015 SPECIFICATIONS




DETAIL 5	FULL BASE COVER
----------	-----------------



DETAIL 6	TRANSP0 NO.4125 BREAKAWAY COUPLING
----------	------------------------------------

POLE AND SIGNAL ARM DATA

[illegible]

				SOLD TO:	EXHIBIT B. BUFFALO GROVE - ILLINOIS	VALMONT INDUSTRIES, INC. RESERVES THE RIGHT TO INSTALL VARIOUS, ENGINEER APPROVED, MATERIAL HANGING ACCOMMODATIONS TO FACILITATE THE MANUFACTURING PROCESS.		ORDER NUMBER: 383787-P1
				SHIP TO:				PAGE NUMBER: 1 OF 1
				P.O. #:				DRAWING NUMBER
—	WL10 09/06/17	JTF 09/07/17	-----	AGENT: LIGHTING SOLUTIONS	TITLE	LIGHTING STRUCTURES	Valley, NE 68064 (402) 359-2201	IL383787P1
REV	DRAWN BY-DATE	CHECK BY-DATE	DESCRIPTION					



FEATURES & SPECIFICATIONS

INTENDED USE – Ideal for parking areas, street lighting, walkways and car lots.

CONSTRUCTION – Rugged, die-cast, soft corner aluminum housing with 0.12" nominal wall thickness. Die-cast door frame has impact-resistant, tempered, glass lens that is fully gasketed with one-piece tubular silicone. Finish: Standard finish is dark bronze (DDB) polyester powder finish, with other architectural colors available.

OPTICS – Anodized, aluminum reflectors: IES full cutoff distributions R2 (asymmetric), R3 (asymmetric), R4 (forward throw) and R55 (square) are interchangeable. High-performance anodized, segmented aluminum reflectors IES full cutoff distributions SR2 (asymmetric), SR3 (asymmetric) and SR4SC (forward throw, sharp cutoff). High-performance reflectors attach with tool-less fasteners and are rotatable and interchangeable.

ELECTRICAL – Ballast: High pressure sodium: 250W is high reactance, high power factor. Constant wattage autotransformer for 250-400W. Super CWA (pulse start ballast), DOE 2017 compliant, is required for metal halide 250-400W (SCWA option) for US shipments only. CSA, NOM or INTL required for probe start shipments outside of the US. Ballast is 100% factory-tested.

Socket: Mogul base socket for 250M and above, and 70-400S, with copper alloy, nickel-plated screw shell and center contact. UL listed 1500W, 600V.

LISTINGS – UL Listed (standard). CSA Certified (see Options). UL listed for 25°C ambient and wet locations. IP65 rated in accordance with standard IEC 529.

WARRANTY – 1-year limited warranty. Complete warranty terms located at:

www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Note: Actual performance may differ as a result of end-user environment and application.

Specifications subject to change without notice.



Catalog Number
Notes
Type



Specifications

EPA: 1.2 ft.²

*Weight: 35.9 lbs (16.28 kg)

Length: 17-1/2" (44.5)

Width: 17-1/2" (44.5)

Depth: 7-1/8" (18.1)

All dimensions are inches (centimeters) unless otherwise specified.

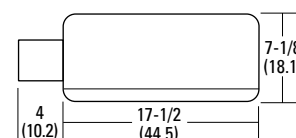
*Weight as configured in example below.

CONTOUR
SERIES

Soft Square Lighting

KAD



METAL HALIDE: 250-400W
HIGH PRESSURE SODIUM: 150-400W
20" TO 35" MOUNTING



ORDERING INFORMATION

For shortest lead times, configure product using **bolded options**.

Example: KAD 400M R3 TB SCWA SPD04 LPI

KAD								
Series	Wattage		Distribution		Voltage	Ballast	Mounting ⁹	
KAD	<u>Metal halide</u>	<u>High pressure sodium</u> ³	<u>Standard reflectors</u>	<u>High performance reflectors</u> ⁵	120	(blank) Magnetic ballast	<u>Ships in fixture carton</u>	<u>Arm length</u>
	250M ¹	150S	R2 IES type II asymmetric ⁴	SR2 IES type II asymmetric ⁴	208 ⁶	CWI Contant wattage isolated ⁸	SPD___ Square pole	04 4" arm
	400M ^{1,2}	250S	R3 IES type III asymmetric ⁴	SR3 IES type III asymmetric ⁴	240 ⁶	 	RPD___ Round pole	06 6" arm
		400S	R4 IES type IV forward throw ⁴	SR4SC IES type IV forward throw	277		WBD___ Wall bracket	09 9" arm
			R55 IES type V square		347		WWD___ Wood or pole wall	12 12" arm
					480 ⁶		<u>Ships separately</u> ^{10,11}	
					TB ⁷	SCWA Super CWA pulse-start ballast	DAD12P Degree arm (pole)	
					23050HZ ⁸	NOTE: For shipments to U.S. territories, SCWA must be specified to comply with EISA.	DAD12WB Degree arm (wall)	
							KMA Mast arm external fitter	
							KTMB Twin mounting bar	
							WBA Decorative wall bracket ¹²	

Options	Finish ¹⁷	Lamp ¹⁸
<u>Shipped installed in fixture</u> SF Single fuse (120, 277, 347V) ¹³ DF Double fuse (208, 240, 480V) ¹³ PD Power tray ¹⁴ PER NEMA twist-lock receptacle only (no photocontrol) QRS Quartz restrrike system ¹⁵ QRSTD QRS time delay ¹⁵ WTB Terminal wiring block ¹⁴	(blank) Dark bronze DWH White DBL Black DMB Medium bronze DNA Natural aluminum <u>Super Durable Finishes</u> DDBXD Dark bronze DBLXD Black	LPI Lamp included L/LP Less lamp DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white

Accessories: Tenon Mounting Slipfitter (RPDXX required.) Order as separate catalog number. Must be used with pole mounting.							
Number of fixtures							
Tenon O.D.	One	Two@180°	Two@90°	Three@120°	Three@90°	Four@90°	
2-3/8"	T20-190	T20-280	T20-290 ¹⁹	T20-320 ¹⁹	T20-390 ¹⁹	T20-490 ¹⁹	
2-7/8"	T25-190	T25-280	T25-290 ¹⁹	T25-320	T25-390 ¹⁹	T25-490 ¹⁹	
4	T35-190	T35-280	T35-290 ¹⁹	T35-320	T35-390 ¹⁹	T35-490 ¹⁹	

Notes

- These wattages require the REGC1 option to be chosen for shipments into California for Title 20 compliance. 250M REGC1 is not available in 347 or 480V.
- Reduced jacket ED28 required for SR2, SR3 and SR4SC optics.
- Not available with SCWA.
- House-side shield available.
- High performance reflectors not available with QRSTD.
- Must specify CWI for use in Canada.
- Optional multi-tap ballast (120, 208, 240, 277V; in Canada: 120, 277, 347V).
- Consult factory for available wattages.
- 9" or 12" arm is required when two or more luminaires are oriented on a 90° drilling pattern.
- May be ordered as an accessory.
- Must specify finish when ordered as an accessory.
- Only available with SPD04 and SPD09. Can be ordered as separate line item.
- Must specify voltage. N/A with TB.
- Only available with SR2, SR3 and SR4SC optics.
- Max allowable wattage lamp included.
- Prefix with KAD when ordered as an accessory.
- See www.lithonia.com/archcolors for additional color options.
- Must be specified. L/LP not available with MHC.
- Must use RPD09 or RPD12.

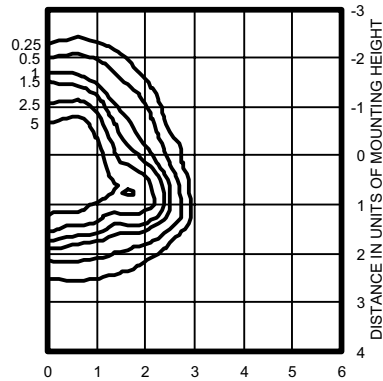
KAD Metal Halide, Arm-mounted Soft Square Cutoff

Coefficient of Utilization

Initial Footcandles

KAD 400M R2 Test no. 1193083101P

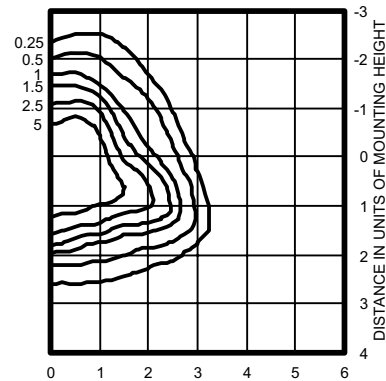
ISOILLUMINANCE PLOT (Footcandle)



400W pulse start metal halide lamp, rated 38000 lumens. Footcandle values based on 20' mounting height.
Classification: Type II, Short, Full Cutoff

KAD 400M R3 Test no. 1192040902P

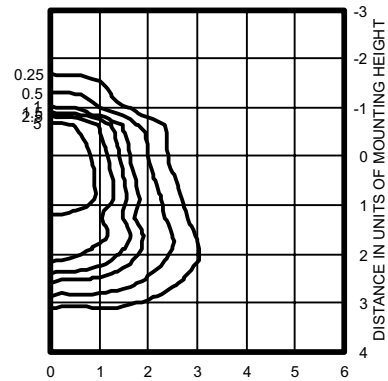
ISOILLUMINANCE PLOT (Footcandle)



400W pulse start metal halide lamp, rated 38,000 lumens. Footcandle values based on 20' mounting height.
Classification: Type II, Short, Full Cutoff

KAD 400M R4 Test no. 1191110101P

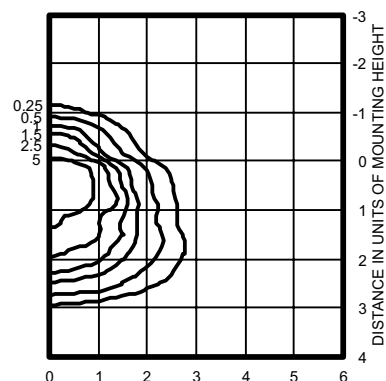
ISOILLUMINANCE PLOT (Footcandle)



400W pulse start metal halide lamp, rated 38,000 lumens. Footcandle values based on 20' mounting height.
Classification: Unclassified (Type III, Very Short), Full Cutoff

KAD 400M R4HS Test no. 1192061101P

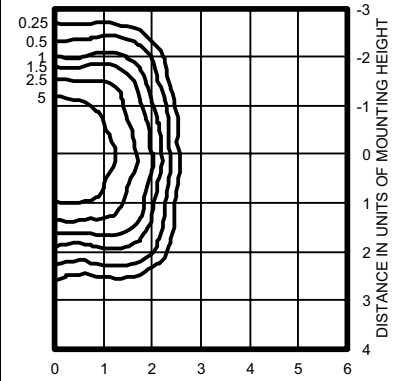
ISOILLUMINANCE PLOT (Footcandle)



400W pulse start metal halide lamp, rated 38,000 lumens. Footcandle values based on 20' mounting height.
Classification: Unclassified (Type III, Very Short), Full

KAD 400M R5S Test no. 1194040801P

ISOILLUMINANCE PLOT (Footcandle)



400W pulse start metal halide lamp, rated 38000 lumens. Footcandle values based on 20' mounting height.
Classification: Unclassified (Type NC, Very Short), Full Cutoff

Notes

- 1 Photometric data for other distributions can be accessed at www.lithonia.com.
- 2 Tested to current IES and NEMA standards under stabilized laboratory conditions. Various operating factors can cause differences between laboratory data and actual field measurements. Dimensions and specifications on this sheet are based on the most current available data and are subject to change without notice.
- 3 For electrical characteristics, consult outdoor technical data specification sheets on www.lithonia.com.

Mounting Height Correction Factor

(Multiply the fc level by the correction factor)

25 ft. = 0.64

35 ft. = 0.32

40 ft. = 0.25

$$\left(\frac{\text{Existing Mounting Height}}{\text{New Mounting Height}} \right)^2 = \text{Correction Factor}$$

Appendix E

Exhibit B.

EC

ECobra-head™ LED Street Light

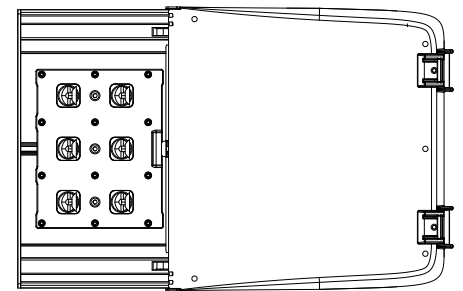
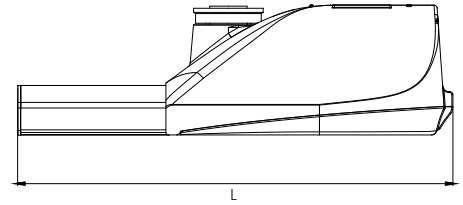
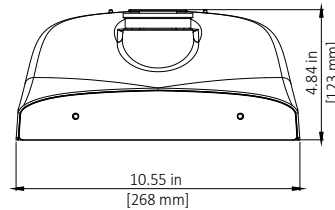
Project

Type

Catalog No.

Luminaire Data

	L	Weight	EPA
EC1	16.1 in [409 mm]	10.8 lb [4.9 kg]	0.40 ft ²
EC3	20.8 in [528 mm]	12.7 lb [5.8 kg]	0.45 ft ²
EC4	23.5 in [597 mm]	14.0 lb [6.3kg]	0.48 ft ²
EC7	30.6 in [777 mm]	19.3 lb [8.8 kg]	0.57 ft ²
EC9	35.4 in [899 mm]	21.3 lb [9.7kg]	0.63 ft ²



Ordering Information

Sample Catalog No. EC1 4M MV NW 2 GY 700 PCR5 WL

Product & No. & Type of LEDs	Voltage	Nominal Color Temperature ¹	Distribution	Finish ²	Drive Current ³	Options
EC1 4M	MV 120-277V	NW 4000K	2 Type 2	GY Gray	350 350mA	BSK Bird Spider Kit
EC1 6M	HV 347-480V		3 Type 3		530 530mA	SPB Square Pole Bracket
EC3 10M					700 700mA	RPB Round Pole Bracket
EC4 14M						PTB Pole-Top Bracket
EC7 18M						DSC Door Safety Cable
EC7 20M						HSS⁴ House Side Shield
EC7 24M						CSS⁵ Cul-de-sac Side Shield
EC9 30M						FDC⁶ Fixed Drive Current
						LPCR Less Photocontrol Receptacle
						PCR5 ANSI 5-wire Photocontrol Receptacle
						PCR7 ANSI 7-wire Photocontrol Receptacle
						SC PCR Shorting Cap
						WL Utility Wattage Label

Notes:

1 4000K standard, consult factory for other color temperatures.

2 Gray standard, consult factory for other finishes.

3 Factory set drive current, field adjustable standard. Refer to performance data on page 3.

4 Flush mounted House Side Shield factory installed, also available for field installation. Shield cuts light off at 1/2 mounting height behind luminaire.

5 Flush mounted Cul-de-sac Shield factory installed, also available for field installation. Shield cuts light off at 1 mounting height on either side of luminaire.

6 Non-field adjustable drive current. Specify 350mA, 530mA or 700mA setting.

EC

ECobra-head™ LED Street Light

Luminaire Specifications

Housing

Die cast and extruded aluminum housing with universal two-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. Leveling adjustment of +/-5°. Meets ANSI C136.31-2001 Normal Application, Bridge & Overpass, and Caltrans 611 Vibration Standards. Electrical components are accessed without tools and are mounted on a removable power door. Power door features quick electrical disconnects to terminal block and LED board.

Light Emitting Diodes

Hi-flux/Hi-power white LEDs produce a minimum of 95% of initial intensity at 100,000 hours of life. LEDs are tested in accordance with IES LM-80 testing procedures. Mean correlated color temperature of 4000K (standard) and 70 minimum CRI. LEDs are 100% mercury and lead free.

Optical Systems

Micro-lens systems produce IESNA Type 2 or Type 3 distributions. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Cul-de-sac shield provides back and side light control for end of cul-de-sac applications. Both shields are field installable without tools.

Electrical

Power supply drive current is field adjustable (350mA, 530mA or 700mA). Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Transient voltage complies with ANSI C62.41 Cat. A. Integral surge protector is tested per ANSI/IEEE C62.45 procedures based on ANSI/IEEE C62.41.2 definitions for standard and optional waveforms for Location Category C High. Photocontrol receptacle is standard, ANSI C136.41 5-wire (PCR5) or 7-wire (PCR7) dimming receptacle optional. Photocontrol or control module is provided by others. Power Supply is 0-10V dimmable standard with PCR5 or PCR7 option.

Finish

Housing receives a fade and abrasion resistant, epoxy polyester powder coat, light gray finish standard. Aluminum extruded components are anodized. Meets 3000 hours salt spray test.

Listings/Ratings/Labels

Luminaires are UL listed for use in wet locations in the United States and Canada. Optical systems maintain an IP66 rating. Design Lights Consortium qualified product.

Photometry

Luminaires are photometrically tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

Warranty

10-year limited warranty is standard on luminaire and components.

Performance Data

See next page

EC

ECobra-head™ LED Street Light

Performance Data

All data nominal, consult factory for IES files or LM-79 reports.

No. of LEDs & Type	Drive Current (mA)	System Wattage (W)	Type 2			Type 3		
			Delivered Lumens (Lm)	Efficacy (Lm/W)	BUG Rating	Delivered Lumens (Lm)	Efficacy (Lm/W)	BUG Rating
EC1 4M	350*	19	1900	100	B1 U0 G1	1800	95	B1 U0 G1
	450	23	2300	100	B1 U0 G1	2200	96	B1 U0 G1
	530	27	2700	100	B1 U0 G1	2500	93	B1 U0 G1
	700	35	3300	94	B1 U0 G1	3100	89	B1 U0 G1
EC1 6M	350	29	3000	103	B1 U0 G1	2900	100	B1 U0 G1
	530	42	4100	98	B1 U0 G1	4000	95	B1 U0 G1
	700	54	5000	93	B1 U0 G1	5000	93	B1 U0 G1
EC3 10M	350	40	4700	118	B1 U0 G1	4500	113	B1 U0 G1
	530	63	6500	103	B2 U0 G2	6500	103	B1 U0 G1
	700	87	8300	95	B2 U0 G2	8300	95	B2 U0 G1
EC4 14M	350	65	6800	105	B2 U0 G2	6800	105	B1 U0 G1
	530	98	9400	96	B2 U0 G2	9400	96	B2 U0 G2
	700	130	11700	90	B2 U0 G2	11700	90	B2 U0 G2
EC7 18M	350	82	8700	106	B2 U0 G2	8600	105	B2 U0 G2
	530	122	12000	98	B2 U0 G2	11900	98	B2 U0 G2
	700	163	15000	92	B2 U0 G2	14800	91	B2 U0 G2
EC7 20M	350	90	9700	108	B2 U0 B2	9600	107	B2 U0 G2
	530	137	13300	97	B3 U0 G3	13200	96	B2 U0 G2
	700	180	16700	93	B3 U0 G3	16500	92	B3 U0 G2
EC7 24M	350	109	11600	106	B3 U0 G3	11500	106	B2 U0 G2
	530	165	16000	97	B3 U0 G3	15800	96	B2 U0 G2
	700	215	20000	93	B3 U0 G3	19700	92	B3 U0 G3
EC9 30M	350	130	14000	108	B3 U0 G3	13800	106	B3 U0 G2
	530	198	19300	97	B3 U0 G3	19100	96	B3 U0 G2
	700	260	24000	92	B3 U0 G3	23700	91	B3 U0 G3

Note:

* DLC qualification for EC1 4M at 350mA limited to 120-240V

STREET LIGHT MAINTENANCE CONTRACT

Street Light Maintenance Contract (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and _____ an [_____] (hereinafter the “**Contractor**”) on this ____ day of _____, 2019 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the Village has solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; and

WHEREAS, the Contractor wishes to enter into this Contract with the Village and the Village wishes to enter into this Contract with the Contractor for the Work;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Contract **Exhibit A** (the “**Work**”) which is incorporated into the Contract by this reference.

ARTICLE II - CONTRACT DOCUMENTS

The following exhibits are attached hereto and incorporated herein by this reference:

Contract Exhibit A – Description of the Work
Contract Exhibit B – Schedule of Prices
Contract Exhibit C – Performance and Payment Bond
Contract Exhibit D – Partial Lien Waiver
Contract Exhibit E – Final Lien Waiver

If any term or provision of this Contract shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

ARTICLE III - CONTRACT AMOUNT

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Contract as detailed in **Contract Exhibit B** (the “**Schedule of Prices**”) Unless explicitly provided otherwise in this Contract, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

The Village of Buffalo Grove reserves the right to reject a proposed price increase and terminate the Contract.

ARTICLE IV – APPLICATION FOR PAYMENT

The Contractor shall be paid at most once a month and only after providing the Village the following:

1. An executed and notarized Contractor’s Sworn Statement in a form similar to AIA G702 or AIA G703;
2. Either a partial or final lien waiver from every subcontractor, sub-subcontractor, or materialman in substantially the same form as attached here as **Contract Exhibit D** and **Contract Exhibit E**;
3. Certified payroll necessary for the Prevailing Wage Act; and

All payments under this Contract must be approved by the Village’s Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V – CONTRACT TIME

Term. The Village will enter into a contract beginning on January 1, 2020 and ending December 31, 2020. At the end of the contract term, The Village of Buffalo Grove reserves the right to extend this contract for a period of up to sixty (60) calendar days for the purpose of securing a new contract.

Termination of Contract. The Contract may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under the Contract through no fault of the terminating party; or the Village may terminate the Contract, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than thirty (30) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

ARTICLE VI – PERFORMANCE and PAYMENT BOND

The Contractor shall provide the Village with a performance and payment bond in substantially the same form as on **Contract Exhibit C** (the “**Performance and Payment Bond**”) prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public Works or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

ARTICLE IX – CONTRACTORS INSURANCE

Contractor shall procure and maintain, for the duration of the Contract and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

K. Failure to Comply

In the event the Contractor fails to obtain or maintain any insurance coverage's required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Contractor.

ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority or Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance's website.

ARTICLE XI – COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor's consultants in connection with the Work (collectively, the "**Documents**") or otherwise pursuant to this Contract and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Contract for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

ARTICLE XII – NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a "**Notice**") shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE: Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089
mreynolds@vbg.org
ATTN: Director of Public Works

WITH COPIES TO: Cc: pbrankin@schainbanks.com
Cc:brobinson@vbg.org

IF TO THE CONTRACTOR: _____

ATTN: _____

ARTICLE XIII – CHANGE ORDERS

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

ARTICLE XIV – NOTICE OF STARTING WORK

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

ARTICLE XV – SEQUENCE OF THE WORK

The Director of Public Works shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XVI – SUPERVISION

The Director of Public Works shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Director of Public Works. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Director of Public Works, and any instructions given to such superintendant or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Director of Public Works, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVIII – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Director of Public Works. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Director of Public Works or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Director of Public Works or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Director of Public Works or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.

ARTICLE XX – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Director of Public Works by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XXI – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Director of Public Works or his authorized representative.

ARTICLE XXII – DEFAULT

The following shall constitute a default an “**Event of Default**” by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics’, materialmens’ or suppliers’ lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

ARTICLE XXIV – COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers’ Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“**FOIA**”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys’ and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

F. PREVAILING WAGE ACT - The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq. Consequently, the Contract and each subcontractor shall submit monthly with their application for payment a certified payroll along with a signed statement attesting that: (i) such payroll is true and accurate; (ii) the hourly rate paid to each worker is at least equal to the prevailing wage for such work; and (iii) the Contractor or subcontractor is aware that filing a falsely certified payroll is a Class B Misdemeanor. Any delay in processing the payments due to a lack of certified payroll shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business day’s Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker’s name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number. The Contractor shall provide a list of every name, address, phone number and email of every sub-contractor for the Work.

Current rates can be located on the Illinois Department of Labor website.

<https://data.illinois.gov/dataset/idol-2018-prevailing-wage-rates/resource/0c95f063-aed9-4db7-adc3-c224acee8fc2>

ARTICLE XXV – NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

ARTICLE XXVI – CONTROLLING LAW AND VENUE

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE XXVII – MISCELLANEOUS

- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. COUNTERPARTS** – This Contract may be executed by the Parties in any any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.
- D. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- E. NO THIRD PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- F. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- G. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- H. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- I. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*

J. CALENDAR DAYS AND TIME. Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be executed as of the Effective Date.

Village of Buffalo Grove,
an Illinois home-rule unit of government

Company
[An Illinois _____ company]

By: _____
Name: Beverly Sussman
Title: Village President

By: _____
Name: _____
Title: _____

CONTRACT EXHIBIT A- DESCRIPTION OF THE WORK

[Insert Description of the Work]

CONTRACT EXHIBIT B- SCHEDULE OF PRICES

[Insert Schedule of Prices]

CONTRACT EXHIBIT C- FORM OF PERFORMANCE AND PAYMENT BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____ (the “**Principal**”) and _____ (the “**Surety**”), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the “**Village**”), the full and just sum of _____ Dollars (\$_____) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular **Street Light Maintenance** contract between Principal and the Village dated ____ day of _____, 20__, (hereinafter referred to as the “**Contract**”), **a copy of which is attached and incorporated by reference as though fully set forth herein.**

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Contract; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the Work provided in said Contract; and (iii) shall remove and replace any defects in workmanship or materials which may be apparent or may develop within the ARTICLE XIX – WARRANTY PERIOD of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Work thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work.

IN WITNESS WHEREOF, we have hereunto set our hands and sea ____ day of _____, 20__.

SURETY

PRINCIPAL

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST

ATTEST

By: _____

By: _____

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.

CONTRACT EXHIBIT D- PARTIAL WAIVER

PARTIAL LIEN WAIVER

STATE OF ILLINOIS

COUNTY OF

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
to furnish _____
for the premises known as _____
of which _____ is the owner.
THE undersigned, for and in consideration of _____
(\$ _____)

) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS *

DATE _____ COMPANY NAME _____
ADDRESS _____
SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____, BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
(COMPANY NAME) _____ WHO IS THE
CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
LOCATED AT _____
OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR.	CONTRACT PRICE INCLD'G EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____
SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____,

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC

