



KANE COUNTY

MARTIN, Wojnicki, Barreiro, Hanson, Lenert, Surges, Weber & ex-officio
Frasz (Transportation Chair) and Kenyon (Forest Preserve President)

COUNTY DEVELOPMENT COMMITTEE

TUESDAY, JULY 16, 2019

County Board Room

Agenda

10:00 AM

Kane County Government Center, 719 S. Batavia Ave., Bldg. A, Geneva, IL 60134

1. **Call to Order**
2. **Approval of Minutes: June 18, 2019**
3. **Monthly Financials**
 - A. June Development Committee Financial Reports (attached)
4. **Public Comment**
5. **Building & Zoning Division**
 - A. Building & Zoning Report
 - B. Zoning Petitions

Petition #4508

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

BLACKBERRY TOWNSHIP

Prairie Lane, LLC (LaFarge Aggregates Illinois)

1S194 Route 47, Blackberry Township (11-17-151-002 & 006,
11-17-301-001, 11-18-200-004 & 009 & 013, 11-18-400-003
& 005)

Special Use in the F-Farming District to expand an existing sand
and gravel mining operation

Agricultural, Proposed Open Space

Regional Planning Comm.: N/A

Zoning Board: To be determined

Development Committee: To be determined

Petition #4509

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

BLACKBERRY & BATAVIA TOWNSHIP

M Club Trust

2S976 Deerpath Road, Blackberry Township (11-25-400-011)
Batavia Township (12-30-300-039)

Special Use in the F-Farming District to expand an existing
public stable

Countryside/Estate Residential

None

Regional Planning Comm.: N/A

Zoning Board: Approval with the following stipulations:

1. The developer shall dedicate a 33 foot half right-of-way
from centerline along Seavey Road
2. A stormwater permit will be required before any
improvements are constructed on-site

Development Committee: To be determined

Petition #4510

VIRGIL TOWNSHIP

Petitioner: John Ament, et ux
 Location: 50W636 Beith Road, Virgil Township (07-30-100-003)
 Proposed: Rezoning from F-District Farming to F-1 District Rural Residential
 2040 Plan: Agricultural
 Objectors: None
 Recommendations: Regional Planning Comm.: N/A
Zoning Board: Approval
Development Committee: To be determined

Petition #4511

AURORA TOWNSHIP

Petitioner: Ridgeway Partners, LLC (Mid America Energy Services, Inc)
 Location: 901 Ridgeway Avenue, Aurora Township (15-28-101-031, 032 & 043)
 Proposed: Rezoning from R-1 District One Family Residential to B-3 District Business with a Special Use to allow safety training, a construction trailer and employee parking.
 2040 Plan: Urban Neighborhoods/Mixed Use Infill
 Objectors: None
 Recommendations: Regional Planning Comm.: N/A
Zoning Board: Approval with the following stipulations:
 1. An adequate outfall for any stormwater must be demonstrated in the stormwater permit application
 2. The existing access to Lenwood Court shall be removed
 3. No new access shall be granted
 4. That a 6’ privacy fence or appropriate screening installed on the west side of the property
Development Committee: To be determined

- C. **Approval:** Minor Adjustment to PUD Zoning: IntraSoccer, LLC, located at 37W950 Mason Road
- D. **Resolution:** Approving of Personnel Hiring and Replacement, Development and Community Services - Zoning Planner

6. Planning & Special Projects

7. Subdivision

8. Environmental Resources

9. Water Resources

- A. **Resolution:** Approving Personnel Replacement Hiring - Administrative Technician
- B. **Presentation:** Cost-Share
- C. **Approval:** Harvest Lane Cost-Share
- D. **Resolution:** Authorizing Contract with Performance Construction for Big Timber Acres Storm Sewer

- E. **Resolution:** Authorizing Contract with Copenhaver Construction, Inc. for Bowes Bend Outfall

- 10. **Office of Community Reinvestment**
- 11. **New Business**
- 12. **Reports Placed On File**
- 13. **Executive Session (If Needed)**
- 14. **Settler's Hill End Use Update**
- 15. **Adjournment**

**Development Committee Revenue Report - Summary
Through June 30, 2019 (58.3% YTD)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	Total % Received
670 Environmental Management	\$ 4,532	\$ 9,240,914	\$ 372,305	4.03%
420 Stormwater Management	\$ 1,425	\$ 232,518	\$ 87,502	37.63%
650 Enterprise Surcharge	\$ 3,107	\$ 2,813,197	\$ 255,033	9.07%
651 Enterprise General	\$ -	\$ 6,195,199	\$ 29,769	0.48%
690 Development	\$ 368,662	\$ 6,768,345	\$ 2,737,784	40.45%
001 General Fund	\$ 161,894	\$ 1,882,200	\$ 1,002,496	53.26%
400 Economic Development	\$ -	\$ 141,604	\$ 92,349	65.22%
401 Community Dev Block Program	\$ 19,978	\$ 1,972,391	\$ 794,674	40.29%
402 HOME Program	\$ 148,717	\$ 1,307,369	\$ 372,168	28.47%
403 Unincorporated Stormwater Mgmt	\$ -	\$ 1,206	\$ 821	68.05%
404 Homeless Management Info Systems	\$ 14,305	\$ 162,230	\$ 101,406	62.51%
405 Cost Share Drainage	\$ -	\$ 224,000	\$ 175,207	78.22%
406 OCR & Recovery Act Programs	\$ -	\$ 256,459	\$ -	0.00%
407 Quality of Kane Grants	\$ -	\$ 30,110	\$ 329	1.09%
408 Neighborhood Stabilization Progr	\$ -	\$ 20,000	\$ -	0.00%
409 Continuum of Care Planning Grant	\$ 2,561	\$ 71,567	\$ 22,324	31.19%
410 Elgin CDBG	\$ 7,728	\$ 474,605	\$ 117,980	24.86%
425 Blighted Structure Demolition	\$ -	\$ 120,000	\$ 1,322	1.10%
435 Growing for Kane	\$ -	\$ 70,888	\$ 41,575	58.65%
521 Bowes Creek Special Service Area	\$ -	\$ 22	\$ 8	38.00%
5300 Sunvale SBA SW 37	\$ 148	\$ 488	\$ 166	34.05%
5301 Middle Creek SBA SW38	\$ 488	\$ 1,950	\$ 1,474	75.58%
5302 Shirewood Farm SSA SW39	\$ 1,174	\$ 2,349	\$ 1,174	50.00%
5303 Ogden Gardens SBA SW40	\$ 808	\$ 2,540	\$ 1,031	40.58%
5304 Wildwood West SBA SW41	\$ 4,458	\$ 9,752	\$ 4,642	47.60%
5306 Cheval DeSelle Venetian SBA SW43	\$ 1,963	\$ 5,064	\$ 2,026	40.02%
5308 Plank Road Estates SBA SW45	\$ 1,475	\$ 3,350	\$ 1,496	44.67%
5310 Exposition View SBA SW47	\$ 1,411	\$ 4,105	\$ 1,434	34.92%
5311 Pasadena Drive SBA SW48	\$ 1,049	\$ 2,881	\$ 1,173	40.73%
5312 Tamara Dittman SBA SW 50	\$ 506	\$ 1,215	\$ 506	41.65%
Grand Total	\$ 373,194	\$ 16,009,259	\$ 3,110,088	19.43%

Development Committee Expenditure Report - Summary
Through June 30, 2019 (58.3% YTD, 57.69% Payroll)

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
670 Environmental Management	\$ 170,651	\$ 9,240,914	\$ 496,189	\$ 2,255,866	29.78%
420 Stormwater Management	\$ 825	\$ 232,518	\$ 41,231	\$ (2,260)	16.76%
650 Enterprise Surcharge	\$ 26,455	\$ 2,813,197	\$ 185,711	\$ 75,155	9.27%
651 Enterprise General	\$ 143,371	\$ 6,195,199	\$ 269,247	\$ 2,182,972	39.58%
690 Development	\$ 336,694	\$ 6,417,729	\$ 2,375,874	\$ 107,241	38.69%
001 General Fund	\$ 125,220	\$ 1,531,584	\$ 885,759	\$ 1,318	57.92%
400 Economic Development	\$ 708	\$ 141,604	\$ 26,619	\$ -	18.80%
401 Community Dev Block Program	\$ 69,032	\$ 1,972,391	\$ 833,025	\$ -	42.23%
402 HOME Program	\$ 39,045	\$ 1,307,369	\$ 215,057	\$ -	16.45%
403 Unincorporated Stormwater Mgmt	\$ 8,500	\$ 1,206	\$ 8,500	\$ -	704.81%
404 Homeless Management Info Systems	\$ 13,657	\$ 162,230	\$ 83,136	\$ -	51.25%
405 Cost Share Drainage	\$ 34,023	\$ 224,000	\$ 64,714	\$ 105,923	76.18%
406 OCR & Recovery Act Programs	\$ 1,752	\$ 256,459	\$ 17,155	\$ -	6.69%
407 Quality of Kane Grants	\$ -	\$ 30,110	\$ -	\$ -	0.00%
408 Neighborhood Stabilization Progr	\$ -	\$ 20,000	\$ -	\$ -	0.00%
409 Continuum of Care Planning Grant	\$ 2,736	\$ 71,567	\$ 32,482	\$ -	45.39%
410 Elgin CDBG	\$ 36,479	\$ 474,605	\$ 165,587	\$ -	34.89%
425 Blighted Structure Demolition	\$ 794	\$ 120,000	\$ 2,820	\$ -	2.35%
435 Growing for Kane	\$ 4,749	\$ 70,888	\$ 40,279	\$ -	56.82%
521 Bowes Creek Special Service Area	\$ -	\$ 22	\$ -	\$ -	0.00%
5300 Sunvale SBA SW 37	\$ -	\$ 488	\$ -	\$ -	0.00%
5301 Middle Creek SBA SW38	\$ -	\$ 1,950	\$ -	\$ -	0.00%
5302 Shirewood Farm SSA SW39	\$ -	\$ 2,349	\$ -	\$ -	0.00%
5303 Ogden Gardens SBA SW40	\$ -	\$ 2,540	\$ -	\$ -	0.00%
5304 Wildwood West SBA SW41	\$ -	\$ 9,752	\$ -	\$ -	0.00%
5306 Cheval DeSelle Venetian SBA SW43	\$ -	\$ 5,064	\$ -	\$ -	0.00%
5308 Plank Road Estates SBA SW45	\$ -	\$ 3,350	\$ -	\$ -	0.00%
5310 Exposition View SBA SW47	\$ -	\$ 4,105	\$ 741	\$ -	18.05%
5311 Pasadena Drive SBA SW48	\$ -	\$ 2,881	\$ -	\$ -	0.00%
5312 Tamara Dittman SBA SW 50	\$ -	\$ 1,215	\$ -	\$ -	0.00%
Grand Total	\$ 507,345	\$ 15,658,643	\$ 2,872,063	\$ 2,363,107	33.43%

**Development Committee Expenditure Report - Detail
Through June 30, 2019 (58.3% YTD, 57.69% Payroll)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
670 Environmental Management	\$ 170,651	\$ 9,240,914	\$ 496,189	\$ 2,255,866	29.78%
420 Stormwater Management	\$ 825	\$ 232,518	\$ 41,231	\$ (2,260)	16.76%
Personnel Services- Salaries & Wages	\$ 656	\$ 26,478	\$ 4,988	\$ -	18.84%
Personnel Services- Employee Benefits	\$ 139	\$ 5,816	\$ 1,017	\$ -	17.49%
Contractual Services	\$ -	\$ 199,024	\$ 34,999	\$ (2,260)	16.45%
Commodities	\$ 30	\$ 1,200	\$ 227	\$ -	18.91%
650 Enterprise Surcharge	\$ 26,455	\$ 2,813,197	\$ 185,711	\$ 75,155	9.27%
Personnel Services- Salaries & Wages	\$ 11,552	\$ 169,316	\$ 86,848	\$ -	51.29%
Personnel Services- Employee Benefits	\$ 3,581	\$ 48,421	\$ 25,261	\$ -	52.17%
Contractual Services	\$ 7,733	\$ 2,549,014	\$ 54,882	\$ 73,780	5.05%
Commodities	\$ 3,589	\$ 36,475	\$ 8,749	\$ 1,375	27.76%
Transfers Out	\$ -	\$ 9,971	\$ 9,971	\$ -	100.00%
651 Enterprise General	\$ 143,371	\$ 6,195,199	\$ 269,247	\$ 2,182,972	39.58%
Contractual Services	\$ 143,371	\$ 6,195,199	\$ 269,247	\$ 2,182,972	39.58%
690 Development	\$ 336,694	\$ 6,417,729	\$ 2,375,874	\$ 107,241	38.69%
001 General Fund	\$ 125,220	\$ 1,531,584	\$ 885,759	\$ 1,318	57.92%
Personnel Services- Salaries & Wages	\$ 95,034	\$ 1,174,464	\$ 685,281	\$ -	58.35%
Personnel Services- Employee Benefits	\$ 20,458	\$ 243,074	\$ 131,170	\$ -	53.96%
Contractual Services	\$ 7,536	\$ 61,497	\$ 59,384	\$ -	96.56%
Commodities	\$ 2,192	\$ 52,549	\$ 9,923	\$ 1,318	21.39%
400 Economic Development	\$ 708	\$ 141,604	\$ 26,619	\$ -	18.80%
Personnel Services- Salaries & Wages	\$ 447	\$ 5,504	\$ 3,347	\$ -	60.81%
Personnel Services- Employee Benefits	\$ 261	\$ 1,645	\$ 1,773	\$ -	107.76%
Contractual Services	\$ -	\$ 134,055	\$ 21,500	\$ -	16.04%
Commodities	\$ -	\$ 400	\$ -	\$ -	0.00%
401 Community Dev Block Program	\$ 69,032	\$ 1,972,391	\$ 833,025	\$ -	42.23%
Personnel Services- Salaries & Wages	\$ 10,054	\$ 152,874	\$ 69,623	\$ -	45.54%
Personnel Services- Employee Benefits	\$ 2,886	\$ 47,807	\$ 18,969	\$ -	39.68%
Contractual Services	\$ 55,934	\$ 1,732,589	\$ 722,304	\$ -	41.69%
Commodities	\$ 159	\$ 17,321	\$ 329	\$ -	1.90%
Transfers Out	\$ -	\$ 21,800	\$ 21,800	\$ -	100.00%
402 HOME Program	\$ 39,045	\$ 1,307,369	\$ 215,057	\$ -	16.45%
Personnel Services- Salaries & Wages	\$ 4,358	\$ 63,664	\$ 29,467	\$ -	46.28%
Personnel Services- Employee Benefits	\$ 932	\$ 14,385	\$ 6,209	\$ -	43.16%
Contractual Services	\$ 33,755	\$ 1,224,115	\$ 179,361	\$ -	14.65%
Commodities	\$ -	\$ 5,205	\$ 20	\$ -	0.39%

**Development Committee Expenditure Report - Detail
Through June 30, 2019 (58.3% YTD, 57.69% Payroll)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
403 Unincorporated Stormwater Mgmt	\$ 8,500	\$ 1,206	\$ 8,500	\$ -	704.81%
Contractual Services	\$ 8,500	\$ -	\$ 8,500	\$ -	0.00%
Contingency and Other	\$ -	\$ 1,206	\$ -	\$ -	0.00%
404 Homeless Management Info Systems	\$ 13,657	\$ 162,230	\$ 83,136	\$ -	51.25%
Personnel Services- Salaries & Wages	\$ 3,866	\$ 38,700	\$ 28,785	\$ -	74.38%
Personnel Services- Employee Benefits	\$ 1,292	\$ 17,988	\$ 8,562	\$ -	47.60%
Contractual Services	\$ 6,218	\$ 88,648	\$ 30,030	\$ -	33.88%
Commodities	\$ 2,281	\$ 16,894	\$ 15,760	\$ -	93.29%
405 Cost Share Drainage	\$ 34,023	\$ 224,000	\$ 64,714	\$ 105,923	76.18%
Contractual Services	\$ 27,489	\$ 125,000	\$ 34,422	\$ 91,173	100.48%
Capital	\$ 6,534	\$ 99,000	\$ 30,293	\$ 14,750	45.50%
406 OCR & Recovery Act Programs	\$ 1,752	\$ 256,459	\$ 17,155	\$ -	6.69%
Personnel Services- Salaries & Wages	\$ 1,471	\$ 10,870	\$ 14,344	\$ -	131.96%
Personnel Services- Employee Benefits	\$ 281	\$ 3,319	\$ 2,758	\$ -	83.10%
Contractual Services	\$ -	\$ 241,503	\$ 52	\$ -	0.02%
Commodities	\$ -	\$ 767	\$ -	\$ -	0.00%
407 Quality of Kane Grants	\$ -	\$ 30,110	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 30,110	\$ -	\$ -	0.00%
408 Neighborhood Stabilization Progr	\$ -	\$ 20,000	\$ -	\$ -	0.00%
Contingency and Other	\$ -	\$ 20,000	\$ -	\$ -	0.00%
409 Continuum of Care Planning Grant	\$ 2,736	\$ 71,567	\$ 32,482	\$ -	45.39%
Personnel Services- Salaries & Wages	\$ 2,084	\$ 28,436	\$ 19,603	\$ -	68.94%
Personnel Services- Employee Benefits	\$ 651	\$ 10,645	\$ 5,379	\$ -	50.53%
Contractual Services	\$ -	\$ 30,258	\$ 7,500	\$ -	24.79%
Commodities	\$ -	\$ 2,228	\$ -	\$ -	0.00%
410 Elgin CDBG	\$ 36,479	\$ 474,605	\$ 165,587	\$ -	34.89%
Personnel Services- Salaries & Wages	\$ 5,872	\$ 82,343	\$ 45,347	\$ -	55.07%
Personnel Services- Employee Benefits	\$ 1,590	\$ 25,366	\$ 12,285	\$ -	48.43%
Contractual Services	\$ 29,004	\$ 360,457	\$ 107,910	\$ -	29.94%
Commodities	\$ 13	\$ 6,439	\$ 44	\$ -	0.69%
425 Blighted Structure Demolition	\$ 794	\$ 120,000	\$ 2,820	\$ -	2.35%
Contractual Services	\$ 794	\$ 120,000	\$ 2,820	\$ -	2.35%
435 Growing for Kane	\$ 4,749	\$ 70,888	\$ 40,279	\$ -	56.82%
Contractual Services	\$ 4,749	\$ 67,913	\$ 38,879	\$ -	57.25%
Commodities	\$ -	\$ 2,975	\$ 1,401	\$ -	47.09%
521 Bowes Creek Special Service Area	\$ -	\$ 22	\$ -	\$ -	0.00%
Contingency and Other	\$ -	\$ 22	\$ -	\$ -	0.00%
5300 Sunvale SBA SW 37	\$ -	\$ 488	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 488	\$ -	\$ -	0.00%
5301 Middle Creek SBA SW38	\$ -	\$ 1,950	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 200	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 1,750	\$ -	\$ -	0.00%
5302 Shirewood Farm SSA SW39	\$ -	\$ 2,349	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 2,349	\$ -	\$ -	0.00%
5303 Ogden Gardens SBA SW40	\$ -	\$ 2,540	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 2,540	\$ -	\$ -	0.00%

**Development Committee Expenditure Report - Detail
Through June 30, 2019 (58.3% YTD, 57.69% Payroll)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
5304 Wildwood West SBA SW41	\$ -	\$ 9,752	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 1,000	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 8,752	\$ -	\$ -	0.00%
5306 Cheval DeSelle Venetian SBA SW43	\$ -	\$ 5,064	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 5,064	\$ -	\$ -	0.00%
5308 Plank Road Estates SBA SW45	\$ -	\$ 3,350	\$ -	\$ -	0.00%
Contingency and Other	\$ -	\$ 4	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 3,346	\$ -	\$ -	0.00%
5310 Exposition View SBA SW47	\$ -	\$ 4,105	\$ 741	\$ -	18.05%
Contractual Services	\$ -	\$ 426	\$ 741	\$ -	173.94%
Transfers Out	\$ -	\$ 3,679	\$ -	\$ -	0.00%
5311 Pasadena Drive SBA SW48	\$ -	\$ 2,881	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 450	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 2,431	\$ -	\$ -	0.00%
5312 Tamara Dittman SBA SW 50	\$ -	\$ 1,215	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 1,215	\$ -	\$ -	0.00%
Grand Total	\$ 507,345	\$ 15,658,643	\$ 2,872,063	\$ 2,363,107	33.43%



Development Accounts Payable by GL Distribution

Payment Date Range 06/01/19 - 06/30/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 001 - General Fund											
Department 690 - Development											
Sub-Department 000 - Revenues											
Account 31300 - Building and Inspection Permits											
Kirk Tiner	TIN053119	Fee Refund-Reduced Fee for Shed Permit	Paid by Check # 367019		05/31/2019	05/31/2019	05/31/2019		06/10/2019	150.00	
								Account 31300 - Building and Inspection Permits Totals		Invoice Transactions 1	\$150.00
								Sub-Department 000 - Revenues Totals		Invoice Transactions 1	\$150.00
Sub-Department 690 - County Development											
Account 50150 - Contractual/Consulting Services											
8437 - Phoenix Staffing & Management Systems	247943B	NANCY MCGARY - TEMP	Paid by EFT # 53330		05/26/2019	05/29/2019	05/29/2019		06/10/2019	630.71	
8437 - Phoenix Staffing & Management Systems	24806	RECEPTIONIST NANCY MCGARY	Paid by EFT # 53575		06/02/2019	06/13/2019	06/13/2019		06/24/2019	662.78	
								Account 50150 - Contractual/Consulting Services Totals		Invoice Transactions 2	\$1,293.49
Account 52140 - Repairs and Maint- Copiers											
8930 - Impact Networking, LLC	1446016	COPIER MAINTENANCE	Paid by EFT # 53521		06/13/2019	06/13/2019	06/13/2019		06/24/2019	478.03	
								Account 52140 - Repairs and Maint- Copiers Totals		Invoice Transactions 1	\$478.03
Account 52230 - Repairs and Maint- Vehicles											
5243 - Duke & Lee's Service Corp	034482	MAINT/REPAIR VEHICLES	Paid by Check # 367083		06/11/2019	06/13/2019	06/13/2019		06/24/2019	83.32	
								Account 52230 - Repairs and Maint- Vehicles Totals		Invoice Transactions 1	\$83.32
Account 53060 - General Printing											
12032 - Fagans Inc	T686687	BUILDNG PERMIT FOLDERS	Paid by EFT # 53481		05/24/2019	06/13/2019	06/13/2019		06/24/2019	511.19	
3245 - Paddock Publications (Daily Herald)	17386	ZONING PETITIONS #4506/4503/4507/4505	Paid by Check # 367150		05/25/2019	06/13/2019	06/13/2019		06/24/2019	421.15	
								Account 53060 - General Printing Totals		Invoice Transactions 2	\$932.34
Account 53070 - Legal Printing											
10045 - Planet Depos, LLC	278561	ZBA PETITION#4498/4493/4500/4501/4502	Paid by EFT # 53333		05/30/2019	05/29/2019	05/29/2019		06/10/2019	1,369.00	
3245 - Paddock Publications (Daily Herald)	16804	ZONING PETITIONS #4502/4493/4501	Paid by Check # 367150		05/18/2019	06/13/2019	06/13/2019		06/24/2019	499.10	
								Account 53070 - Legal Printing Totals		Invoice Transactions 2	\$1,868.10
Account 53100 - Conferences and Meetings											
4526 - Fifth Third Bank	1399-MV-05/19	MAY 2019 PCARD - VANKERKHOFF	Paid by EFT # 53483		06/04/2019	06/13/2019	06/13/2019		06/24/2019	17.55	
								Account 53100 - Conferences and Meetings Totals		Invoice Transactions 1	\$17.55
Account 53120 - Employee Mileage Expense											
12060 - James J Plonczynski	06132019	MILEAGE - ZBA PETITIONS SITE VISITS	Paid by EFT # 53580		06/13/2019	06/13/2019	06/13/2019		06/24/2019	45.82	



Development Accounts Payable by GL Distribution

Payment Date Range 06/01/19 - 06/30/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 001 - General Fund											
Department 690 - Development											
Sub-Department 690 - County Development											
Account 53120 - Employee Mileage Expense											
10256 - Christopher Toth	06052019	MILEAGE - CONFERENCE 6/4/19	Paid by EFT # 53623		06/05/2019	06/13/2019	06/13/2019		06/24/2019	51.16	
								Account 53120 - Employee Mileage Expense Totals		Invoice Transactions 2	\$96.98
Account 60000 - Office Supplies											
3578 - Warehouse Direct Office Products	4303724-0	OFFICE SUPPLIES	Paid by EFT # 53384		05/28/2019	05/29/2019	05/29/2019		06/10/2019	296.32	
								Account 60000 - Office Supplies Totals		Invoice Transactions 1	\$296.32
Account 60010 - Operating Supplies											
4526 - Fifth Third Bank	1399-MV-05/19	MAY 2019 PCARD - VANKERKHOFF	Paid by EFT # 53483		06/04/2019	06/13/2019	06/13/2019		06/24/2019	53.95	
1024 - Ready Refresh by Nestle (Ice Mountain)	19E8105941788	MONTHLY WATER SERVICES	Paid by EFT # 53584		05/24/2019	06/13/2019	06/13/2019		06/24/2019	82.03	
								Account 60010 - Operating Supplies Totals		Invoice Transactions 2	\$135.98
								Sub-Department 690 - County Development Totals		Invoice Transactions 14	\$5,202.11
Sub-Department 692 - Water Resources & Subdivisions											
Account 53070 - Legal Printing											
3245 - Paddock Publications (Daily Herald)	17416	2019 STORMWATER ORDINANCE NOTICE	Paid by Check # 367150		05/25/2019	06/06/2019	06/06/2019		06/24/2019	55.20	
1226 - Shaw Media	0519130626	2019 STORMWATER ORDINANCE NOTICE INV 0519130626	Paid by Check # 367164		05/31/2019	06/13/2019	06/13/2019		06/24/2019	83.50	
								Account 53070 - Legal Printing Totals		Invoice Transactions 2	\$138.70
Account 53100 - Conferences and Meetings											
4526 - Fifth Third Bank	1283-EMA- 05/19	2019 MAY PURCHASES	Paid by EFT # 53483		06/04/2019	06/14/2019	06/14/2019		06/24/2019	1,910.26	
9587 - Robert Linke	2019/05	2019 OHIO FLOODPLAIN CONFERENCE	Paid by Check # 367127		06/03/2019	06/03/2019	06/03/2019		06/24/2019	130.63	
11028 - Anne Wilford	05/28/19	2019 MICHIGAN STRMWTR FLDPLN CONFERENCE	Paid by EFT # 53649		05/29/2019	05/29/2019	05/29/2019		06/24/2019	349.18	
								Account 53100 - Conferences and Meetings Totals		Invoice Transactions 3	\$2,390.07
Account 53130 - General Association Dues											
4526 - Fifth Third Bank	1283-EMA- 05/19	2019 MAY PURCHASES	Paid by EFT # 53483		06/04/2019	06/14/2019	06/14/2019		06/24/2019	50.00	
								Account 53130 - General Association Dues Totals		Invoice Transactions 1	\$50.00
								Sub-Department 692 - Water Resources & Subdivisions Totals		Invoice Transactions 6	\$2,578.77
								Department 690 - Development Totals		Invoice Transactions 21	\$7,930.88
								Fund 001 - General Fund Totals		Invoice Transactions 21	\$7,930.88



Development Accounts Payable by GL Distribution

Payment Date Range 06/01/19 - 06/30/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 401 - Community Dev Block Program										
Department 690 - Development										
Sub-Department 711 - Community Developmt Block Grant										
Account 53100 - Conferences and Meetings										
4526 - Fifth Third Bank	1589-SB-05/19	OCR PCard	Paid by EFT # 53483		06/04/2019	06/14/2019	06/14/2019		06/24/2019	172.71
							Account 53100 - Conferences and Meetings Totals		Invoice Transactions 1	\$172.71
Account 60040 - Postage										
4526 - Fifth Third Bank	1589-SB-05/19	OCR PCard	Paid by EFT # 53483		06/04/2019	06/14/2019	06/14/2019		06/24/2019	80.85
							Account 60040 - Postage Totals		Invoice Transactions 1	\$80.85
							Sub-Department 711 - Community Developmt Block Grant Totals		Invoice Transactions 2	\$253.56
							Department 690 - Development Totals		Invoice Transactions 2	\$253.56
							Fund 401 - Community Dev Block Program Totals		Invoice Transactions 2	\$253.56
Fund 402 - HOME Program										
Department 690 - Development										
Sub-Department 712 - HOME Program										
Account 53100 - Conferences and Meetings										
4526 - Fifth Third Bank	1589-SB-05/19	OCR PCard	Paid by EFT # 53483		06/04/2019	06/14/2019	06/14/2019		06/24/2019	129.68
							Account 53100 - Conferences and Meetings Totals		Invoice Transactions 1	\$129.68
Account 53110 - Employee Training										
4526 - Fifth Third Bank	1589-SB-05/19	OCR PCard	Paid by EFT # 53483		06/04/2019	06/14/2019	06/14/2019		06/24/2019	854.25
							Account 53110 - Employee Training Totals		Invoice Transactions 1	\$854.25
Account 55000 - Miscellaneous Contractual Exp										
9723 - Chicago Title and Trust Company	2018-01-G-01	First Time Homebuyer Assistance Program	Paid by Check # 366913		05/22/2019	05/22/2019	05/31/2019		06/10/2019	10,000.00
8545 - Spillane and Sons Ltd.	2016-01-E-19	Spring-Franklin Homeownership Project	Paid by EFT # 53361		05/20/2019	05/21/2019	05/31/2019		06/10/2019	710.90
9723 - Chicago Title and Trust Company	2018-01-G-02	1st Time Homebuyer Asst - PIN 0614301001 - 19NW7137938DK	Paid by Check # 367053		06/11/2019	06/13/2019	06/14/2019		06/24/2019	10,000.00
							Account 55000 - Miscellaneous Contractual Exp Totals		Invoice Transactions 3	\$20,710.90
							Sub-Department 712 - HOME Program Totals		Invoice Transactions 5	\$21,694.83
							Department 690 - Development Totals		Invoice Transactions 5	\$21,694.83
							Fund 402 - HOME Program Totals		Invoice Transactions 5	\$21,694.83



Development Accounts Payable by GL Distribution

Payment Date Range 06/01/19 - 06/30/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 403 - Unincorporated Stormwater Mgmt										
Department 690 - Development										
Sub-Department 713 - Unincorporated Stormwater Mgmt										
Account 50150 - Contractual/Consulting Services										
8145 - J&L Excavating, Inc.	17-1331	2019 Montgomery Ditch Inv 17-1331	Paid by EFT # 53527		05/23/2019	06/04/2019	06/04/2019		06/24/2019	8,500.00
							Account 50150 - Contractual/Consulting Services Totals		Invoice Transactions 1	\$8,500.00
							Sub-Department 713 - Unincorporated Stormwater Mgmt Totals		Invoice Transactions 1	\$8,500.00
							Department 690 - Development Totals		Invoice Transactions 1	\$8,500.00
							Fund 403 - Unincorporated Stormwater Mgmt Totals		Invoice Transactions 1	\$8,500.00
Fund 404 - Homeless Management Info Systems										
Department 690 - Development										
Sub-Department 714 - Homeless Management Info Systems										
Account 50150 - Contractual/Consulting Services										
10879 - Pathways Community Network Institute	3507	HMIS Administration Services May 2019	Paid by EFT # 53572		05/31/2019	06/14/2019	06/14/2019		06/24/2019	6,218.45
							Account 50150 - Contractual/Consulting Services Totals		Invoice Transactions 1	\$6,218.45
Account 60000 - Office Supplies										
3578 - Warehouse Direct Office Products	4301579-0	Office Chairs	Paid by EFT # 53640		06/06/2019	06/14/2019	06/14/2019		06/24/2019	2,280.60
							Account 60000 - Office Supplies Totals		Invoice Transactions 1	\$2,280.60
							Sub-Department 714 - Homeless Management Info Systems Totals		Invoice Transactions 2	\$8,499.05
							Department 690 - Development Totals		Invoice Transactions 2	\$8,499.05
							Fund 404 - Homeless Management Info Systems Totals		Invoice Transactions 2	\$8,499.05
Fund 405 - Cost Share Drainage										
Department 690 - Development										
Sub-Department 715 - Cost Share Drainage										
Account 50150 - Contractual/Consulting Services										
1196 - Huddleston McBride Drainage Co.	15719	2018 MISC PROJECTS CREW SERCVICES	Paid by EFT # 53515		06/03/2019	06/03/2019	06/03/2019		06/24/2019	15,480.00
1196 - Huddleston McBride Drainage Co.	15619	2019 APR/MAY PROJECT BILLING INV 15619	Paid by EFT # 53515		06/03/2019	06/03/2019	06/03/2019		06/24/2019	6,000.00
1196 - Huddleston McBride Drainage Co.	15519	2019 NOV/DEC/JAN/MAR PROJECT BILLING INV 15519	Paid by EFT # 53515		06/03/2019	06/03/2019	06/03/2019		06/24/2019	5,880.00
							Account 50150 - Contractual/Consulting Services Totals		Invoice Transactions 3	\$27,360.00
Account 73500 - Other Construction										
11825 - Regional Land Services LLC	182	2019 LENCHOW RD TOPO INV 182	Paid by EFT # 53585		05/29/2019	06/03/2019	06/03/2019		06/24/2019	660.00



Development Accounts Payable by GL Distribution

Payment Date Range 06/01/19 - 06/30/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 405 - Cost Share Drainage										
Department 690 - Development										
Sub-Department 715 - Cost Share Drainage										
Account 73500 - Other Construction										
11325 - Stonecrest Homeowners Association	5	STONECREST SUBDV SEWER PROJECT PHASE II INV #5	Paid by EFT # 53614		02/22/2019	06/07/2019	06/07/2019		06/24/2019	5,874.13
							Account 73500 - Other Construction Totals	Invoice Transactions 2		\$6,534.13
							Sub-Department 715 - Cost Share Drainage Totals	Invoice Transactions 5		\$33,894.13
							Department 690 - Development Totals	Invoice Transactions 5		\$33,894.13
							Fund 405 - Cost Share Drainage Totals	Invoice Transactions 5		\$33,894.13
Fund 410 - Elgin CDBG										
Department 690 - Development										
Sub-Department 727 - Elgin CDBG										
Account 60000 - Office Supplies										
4526 - Fifth Third Bank	1589-SB-05/19	OCR PCard	Paid by EFT # 53483		06/04/2019	06/14/2019	06/14/2019		06/24/2019	4.90
3578 - Warehouse Direct Office Products	4302913-0	Office Supplies	Paid by EFT # 53640		05/24/2019	06/14/2019	06/14/2019		06/24/2019	7.99
							Account 60000 - Office Supplies Totals	Invoice Transactions 2		\$12.89
							Sub-Department 727 - Elgin CDBG Totals	Invoice Transactions 2		\$12.89
							Department 690 - Development Totals	Invoice Transactions 2		\$12.89
							Fund 410 - Elgin CDBG Totals	Invoice Transactions 2		\$12.89
Fund 420 - Stormwater Management										
Department 670 - Environmental Management										
Sub-Department 680 - Stormwater Management										
Account 60010 - Operating Supplies										
4526 - Fifth Third Bank	5781-JM-05/19	2019 May Purchases	Paid by EFT # 53483		06/04/2019	06/13/2019	06/13/2019		06/24/2019	30.44
							Account 60010 - Operating Supplies Totals	Invoice Transactions 1		\$30.44
							Sub-Department 680 - Stormwater Management Totals	Invoice Transactions 1		\$30.44
							Department 670 - Environmental Management Totals	Invoice Transactions 1		\$30.44
							Fund 420 - Stormwater Management Totals	Invoice Transactions 1		\$30.44



Development Accounts Payable by GL Distribution

Payment Date Range 06/01/19 - 06/30/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 425 - Blighted Structure Demolition										
Department 690 - Development										
Sub-Department 694 - Blighted Structure Demolition										
Account 50650 - Blighted Structure Demolition										
2788 - Jim Verhaeghe & Sons Landscaping, Inc.	2019-005	7N307 FALCONS TRAIL MOW BLIGHTED STRUCTURE DEMO	Paid by Check # 367112		06/07/2019	06/13/2019	06/13/2019		06/24/2019	280.00
							Account 50650 - Blighted Structure Demolition Totals	Invoice Transactions	1	\$280.00
							Sub-Department 694 - Blighted Structure Demolition Totals	Invoice Transactions	1	\$280.00
							Department 690 - Development Totals	Invoice Transactions	1	\$280.00
							Fund 425 - Blighted Structure Demolition Totals	Invoice Transactions	1	\$280.00
Fund 435 - Growing for Kane										
Department 690 - Development										
Sub-Department 022 - Growing for Kane										
Account 55050 - Grant Services										
4526 - Fifth Third Bank	1843-JH-5/2019	MAY 2019 PCARD - J.HILL	Paid by EFT # 53483		06/04/2019	06/14/2019	06/14/2019		06/24/2019	508.60
							Account 55050 - Grant Services Totals	Invoice Transactions	1	\$508.60
							Sub-Department 022 - Growing for Kane Totals	Invoice Transactions	1	\$508.60
Sub-Department 023 - USDA Farm to School										
Account 50150 - Contractual/Consulting Services										
11654 - R2C2 LLC	100.0208	CONSULTING FARM TO SCHOOL PROJECT	Paid by EFT # 53336		05/01/2019	05/31/2019	05/31/2019		06/10/2019	2,120.00
11654 - R2C2 LLC	100.0209	CONSULTING FARM TO SCHOOL PROJECT JUNE 1-2	Paid by EFT # 53581		06/05/2019	06/13/2019	06/13/2019		06/24/2019	2,120.00
							Account 50150 - Contractual/Consulting Services Totals	Invoice Transactions	2	\$4,240.00
							Sub-Department 023 - USDA Farm to School Totals	Invoice Transactions	2	\$4,240.00
							Department 690 - Development Totals	Invoice Transactions	3	\$4,748.60
							Fund 435 - Growing for Kane Totals	Invoice Transactions	3	\$4,748.60
Fund 650 - Enterprise Surcharge										
Department 670 - Environmental Management										
Sub-Department 670 - Enterprise Surcharge										
Account 50150 - Contractual/Consulting Services										
11034 - EQ-The Environmental Quality Co. (dba US Ecology)	507042	2019 HHW HOME COLLECTION PRGM INV 507042	Paid by EFT # 53479		06/10/2019	06/10/2019	06/10/2019		06/24/2019	5,480.00
							Account 50150 - Contractual/Consulting Services Totals	Invoice Transactions	1	\$5,480.00
Account 50590 - Professional Services										
2748 - Accurate Document Destruction Inc (GROOT)	15657373	2019 MAY 11 EVENT PAPER SHREDDING INV 15657373	Paid by EFT # 53403		05/31/2019	06/10/2019	06/10/2019		06/24/2019	1,880.00



Development Accounts Payable by GL Distribution

Payment Date Range 06/01/19 - 06/30/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 650 - Enterprise Surcharge										
Department 670 - Environmental Management										
Sub-Department 670 - Enterprise Surcharge										
Account 50590 - Professional Services										
1044 - City of Geneva	198004207001419	2019 FABYAN RECYCLE SERVICE	Paid by EFT # 53442		05/15/2019	05/29/2019	05/29/2019		06/24/2019	36.45
8980 - Fluorecycle, Inc.	43310	FLOURECENT TUBE RECYCLE PRGRM INV 43310	Paid by EFT # 53486		05/22/2019	06/10/2019	06/10/2019		06/24/2019	240.73
5805 - Lakeshore Recycling Systems (Pit Stop Clean Sweep)	0004173616	2019 ROLL OFF BOOKS	Paid by EFT # 53540		05/15/2019	06/03/2019	06/03/2019		06/24/2019	125.00
							Account 50590 - Professional Services Totals	Invoice Transactions 4		<u>\$2,282.18</u>
Account 50660 - Electric Vehicle Services										
8375 - CD LLC (dba Carbon Day Automotive)	2507	EV SERVICES-KCVHD NETWORKING FEE INV 2507	Paid by EFT # 53435		05/22/2019	05/29/2019	05/29/2019		06/24/2019	500.00
							Account 50660 - Electric Vehicle Services Totals	Invoice Transactions 1		<u>\$500.00</u>
Account 53120 - Employee Mileage Expense										
4526 - Fifth Third Bank	5781-JM-05/19	2019 May Purchases	Paid by EFT # 53483		06/04/2019	06/13/2019	06/13/2019		06/24/2019	6.80
							Account 53120 - Employee Mileage Expense Totals	Invoice Transactions 1		<u>\$6.80</u>
Account 60010 - Operating Supplies										
4526 - Fifth Third Bank	5781-JM-05/19	2019 May Purchases	Paid by EFT # 53483		06/04/2019	06/13/2019	06/13/2019		06/24/2019	47.98
4526 - Fifth Third Bank	8502-JJ-05/19	2019 MAY PURCHASES	Paid by EFT # 53483		06/04/2019	06/13/2019	06/13/2019		06/24/2019	275.67
1024 - Ready Refresh by Nestle (Ice Mountain)	19E8106259438	2019 Apr/May Service	Paid by EFT # 53584		05/23/2019	06/04/2019	06/04/2019		06/24/2019	32.19
4762 - Signs in Dundee Inc (d/b/a Signs by Tomorrow)	26090	2019 RECYCLE EVENT SIGNS INV 26090	Paid by EFT # 53601		06/05/2019	06/13/2019	06/13/2019		06/24/2019	2,930.69
5899 - Sysco Food Services Chicago	324223827	2019 ENVIRO COFFEE CUPS INV 324223827	Paid by EFT # 53616		05/09/2019	06/06/2019	06/06/2019		06/24/2019	72.06
							Account 60010 - Operating Supplies Totals	Invoice Transactions 5		<u>\$3,358.59</u>
							Sub-Department 670 - Enterprise Surcharge Totals	Invoice Transactions 12		<u>\$11,627.57</u>
							Department 670 - Environmental Management Totals	Invoice Transactions 12		<u>\$11,627.57</u>
							Fund 650 - Enterprise Surcharge Totals	Invoice Transactions 12		<u>\$11,627.57</u>
							Grand Totals	Invoice Transactions 55		<u>\$97,471.95</u>

**Kane County Purchasing Card Information
Development Committee
June 2019 Statement**

COMMUNITY REINVESTMENT			
Transaction Date	Merchant Name	Additional Information	Transaction Amount
6/4/2019	PANERA BREAD #204002 P	BATAVIA	\$10.77
6/19/2019	AMAZON.COM M64DY7SD2	AMZN.COM/BILL	\$858.00
6/24/2019	EB NHSDC FALL 2019 CO	8014137200	\$540.00
6/24/2019	SOUTHWEST AIRLINES	800-435-9792	\$306.96
Total:			\$1,715.73

DEVELOPMENT DEPARTMENT			
Transaction Date	Merchant Name	Additional Information	Transaction Amount
6/4/2019	71930 - MLK SELF PARK	CHICAGO	\$23.00
6/10/2019	SSP CONSERVATION FDN	630-4284500	\$36.05
6/13/2019	MEIJER # 182	ST. CHARLES	\$8.08
6/15/2019	CORNER BAKERY 0199	9726194150	\$327.90
6/19/2019	AMZN MKTP US M629V9QC0	AMZN.COM/BILL	\$9.98
6/20/2019	AMAZON.COM M63RS1WI1 A	AMZN.COM/BILL	\$47.89
6/20/2019	AMZN MKTP US M61QA8QL0	AMZN.COM/BILL	\$14.35
6/21/2019	AMZN MKTP US M691X6Y91	AMZN.COM/BILL	\$65.20
6/24/2019	EIG CONSTANTCONTACT.C	855-2295506	\$45.00
6/25/2019	CHICAGO TRIB SUBSCRIPT	3125467900	\$7.96
6/25/2019	IL TOLLWAY-AUTOREPLENI	8008247277	\$20.00
Total:			\$605.41

WATER RESOURCES DEPARTMENT			
Transaction Date	Merchant Name	Additional Information	Transaction Amount
5/20/2019			(\$152.62)
6/21/2019	NORLAB INC.	4402825265	\$127.00
Total:			(\$25.62)
Total all:			\$2,295.52

Kane County Development & Community Services Department

Planning & Special Projects Division Monthly Report – July 2019

In addition to regular on-going activities, the following are highlights of regional land, agriculture and other Planning Division activities of the past month.

Food Hub Business Planning

- Matt Tansley joined a conference call discussion with the food hub consulting team and operator on June 18th. The working group reviewed an updated financial model as well as future capital and facility needs of the hub to sustain planned business expansion.

Economic Development Roundtable

- On June 14th, Chris Toth hosted an Economic Development Roundtable for Kane County economic development partners. Over 25 attendees from municipalities, local nonprofits and education institutions came to discuss the developments going on around the county and address the needs of Kane County employers.

JJC Farm to School Program

- On May 18th, Matt Tansley participated in a conference call discussion of the JJC Farm to School Program team. The group recapped the addition of a curriculum module on designing terrariums, supported by the USDA Farm to School grant. The group also discussed additional outdoor garden material needs as well as additional partner resources for enhancing the classroom curriculum.

LOIS Webinar

- Chris Toth attended a June 18th webinar outlining the services LocationOne Information System (LOIS) provided free by the state of Illinois for economic development. LOIS enables municipalities to share their available commercial, retail and manufacturing sites in a way that meets the needs of site selectors and real estate consultants.

Kane County Farmer Assessment

- On June 19th, Matt Tansley participated in a debriefing call to discuss the final deliverables for an assessment of Kane County food farmers. The consulting team's report included a summary of key findings among growers as well as recommendations for how the county and community partners might help fill resource and training needs.



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4508: Prairie Lane, LLC

Committee Flow: County Development Committee, County Board
Contact: Keith Berkhout, 630.232.3495, Zoning Planner, Development Department

Summary:

Petition #4508

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

BLACKBERRY TOWNSHIP

Prairie Lane, LLC (LaFarge Aggregates Illinois)

1S194 Route 47, Blackberry Township (11-17-151-002 & 006, 11-17-301-001, 11-18-200-004 & 009 & 013, 11-18-400-003 & 005)

Special Use in the F-Farming District to expand an existing sand and gravel mining operation

Agricultural, Proposed Open Space

Regional Planning Comm.: N/A

Zoning Board: To be determined

Development Committee: To be determined



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4509: M Club Trust

Committee Flow: County Development Committee, County Board
Contact: Keith Berkhout, 630.232.3495, Zoning Planner, Development Department

Summary:

Petition #4509

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

BLACKBERRY & BATAVIA TOWNSHIP

M Club Trust

2S976 Deerpath Road, Blackberry Township (11-25-400-011)
Batavia Township (12-30-300-039)

Special Use in the F-Farming District to expand an existing public stable

Countryside/Estate Residential

None

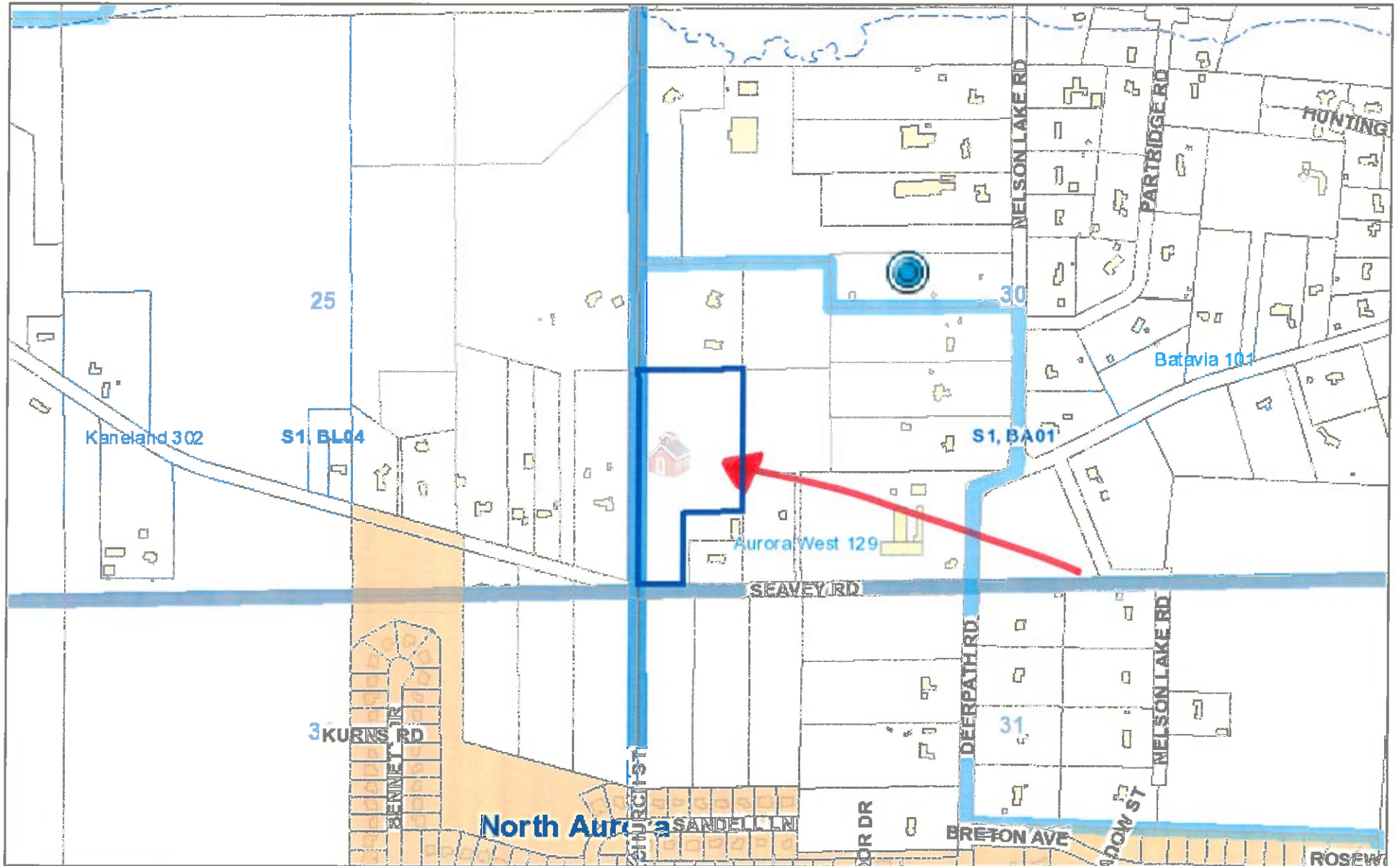
Regional Planning Comm.: N/A

Zoning Board: Approval with the following stipulations:

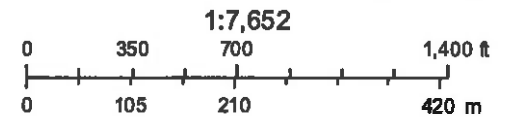
1. The developer shall dedicate a 33 foot half right-of-way from centerline along Seavey Road
2. A stormwater permit will be required before any improvements are constructed on-site

Development Committee: To be determined

Map Title



May 28, 2019



GIS-Technologies

These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

PETITION NO. 4509
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

- 1) That a Special Use in the F-Farming District to expand an existing public stable be granted on the following described property:

That part of the Southeast Quarter of Section 25, Township 39 North, Range 7 East of the Third Principal Meridian and that part of the Southwest Quarter of Section 30, Township 39 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of the Southeast Quarter of said Section 25; thence South 0 Degrees 27 Minutes 20 Seconds West along the East line of said Southeast Quarter 1626.02 feet; thence South 89 Degrees 59 Minutes West 43.36 feet for the Point of Beginning; thence North 89 Degrees 59 Minutes East 431.47 feet; thence South 0 Degrees 27 Minutes 20 Seconds West 1009.26 feet to the South line of said Section 30; thence South 89 Degrees 44 Minutes West along said South line 388.13 feet to the Southwest corner of said Section 30; thence North 73 Degrees 38 Minutes 33 Seconds West along the center line of Seavey road 45.09 feet to a line drawn South 0 Degrees 27 Minutes 20 Seconds West from the Point of Beginning; thence North 0 Degrees 27 Minutes 20 Seconds East 998.24 feet to the Point of Beginning; in the Townships of Batavia and Blackberry, Kane County Illinois. Also; That part of the Southwest Quarter of Section 30, Township 39 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of the Southeast Quarter of Section 25, Township 39 North, Range 7 East of the Third Principal Meridian; thence South 0 Degrees 27 Minutes 20 Seconds West along the West line of said Southwest Quarter of Section 30, a distance of 1626.02 feet; thence North 89 Degrees 59 Minutes East, 388.11 feet to the Point of Beginning; thence South 0 Degrees 27 Minutes 20 Seconds West, 1009.26 feet to the South line of said Section 30; thence North 89 Degrees 44 Minutes East along said South line 100.00 feet; thence North 0 Degrees 27 Minutes 20 Seconds East, 1008.82 feet to a line drawn North 89 Degrees 59 Minutes East from the Point of Beginning; thence South 89 Degrees 59 Minutes West, 100.00 feet to the Point of Beginning, in the Township of Batavia, Kane County, Illinois. Excepting from the above two parcels the following described property: that part of the Southwest Quarter of Section 30, Township 39 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of the Southeast Quarter of Section 25, Township 39 North, Range 7 East of the Third Principal Meridian; thence South 0 Degrees 27 Minutes 20 Seconds West along the West line of the said Southwest Quarter of Section 30, a distance of 1626.02 feet; thence North 89 Degrees 59 Minutes East, 388.11 feet; thence South 0 Degrees 27 Minutes 20 Seconds West, 1009.26 feet to the South line of said Section 30; thence North 89 Degrees 44 Minutes East along said South line 100.00 feet for the Point of Beginning; thence North 0 Degrees 27 Minutes 20 Seconds East 360.0 feet; thence South 89 Degrees 44 Minutes West parallel with the South line of said Southwest Quarter 280.0 feet; thence South 0 Degrees 27 Minutes 20 Seconds West 360.0 feet to the South line of said Southwest Quarter; thence North 89 Degrees 44 Minutes East 280.0 feet to the Point of Beginning, in the Township of Batavia, Kane County, Illinois.

And; That part of the Southwest Quarter of Section 30, Township 39 North, Range 8, East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of the Southeast Quarter of Section 25, Township 39 North, Range 7, East of the Third Principal Meridian; thence South 0 Degrees 27 Minutes 20 Seconds West along the West line of the Southwest Quarter of said Section 30, a distance of 1137.80 feet for the Point of Beginning; thence continuing South 0 Degrees 27 Minutes 20 Seconds West along said West line, 488.22 feet; thence North 89 Degrees 59 Minutes East, 488.11 feet; thence North 0 Degrees 27 Minutes 20 Seconds East, 488.22 feet to a line drawn North 89 Degrees 59 Minutes East from the Point of Beginning; thence South 89 Degrees 59 Minutes West, 488.11 feet to the Point of Beginning, in the Township of Batavia, Kane County, Illinois. The property is located west of the property at 2S976 Deerpath Road.

- 2) That the Special Use be granted subject to the following stipulations:
 1. The developer shall dedicate a 33 foot half right-of-way from centerline along Seavey Road
 2. A stormwater permit will be required before any improvements are constructed on-site
- 3) That the zoning maps of Kane County, Illinois be amended accordingly.
- 4) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on August 13, 2019

John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4510: John Ament, et ux

Committee Flow: County Development Committee, County Board
Contact: Keith Berkhout, 630.232.3495, Zoning Planner, Development Department

Summary:

Petition #4510

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

VIRGIL TOWNSHIP

John Ament, et ux

50W636 Beith Road, Virgil Township (07-30-100-003)

Rezoning from F-District Farming to F-1 District Rural Residential

Agricultural

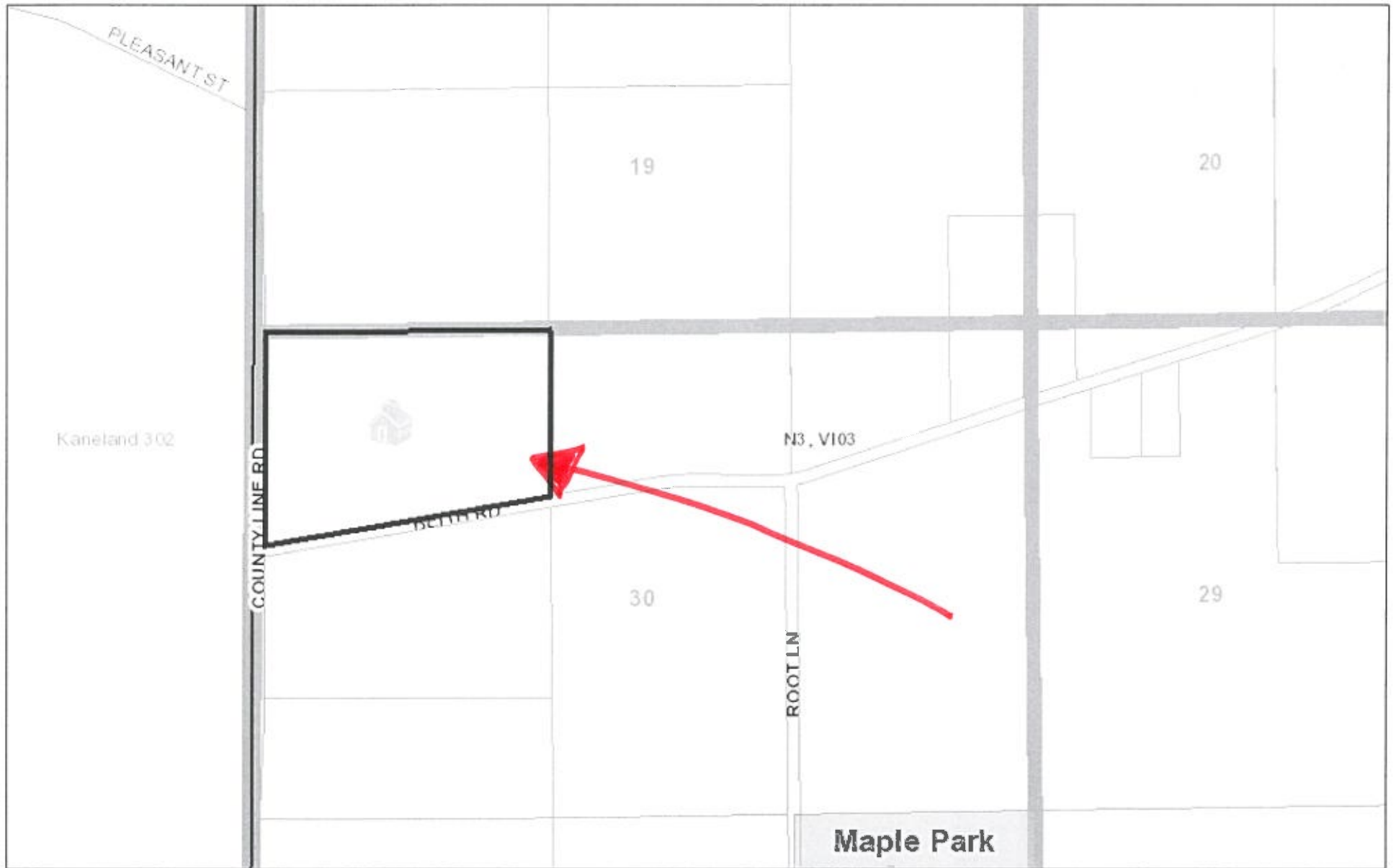
None

Regional Planning Comm.: N/A

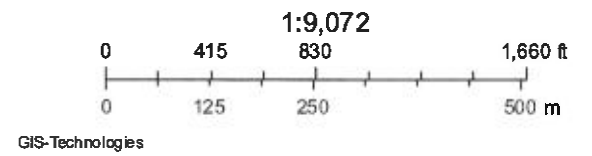
Zoning Board: Approval

Development Committee: To be determined

Map Title



May 28, 2019



These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

STATE OF ILLINOIS
COUNTY OF KANE

PETITION NO. 4510
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

- 1) That a rezoning from F-District Farming to F-1 District Rural Residential be granted on the following described property:

THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE CENTER LINE OF BEITH ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION, 1620.01 FEET TO THE NORTHEAST CORNER OF SAID QUARTER; THENCE SOUTHERLY AT AN ANGLE OF 90 DEGREES 04 MINUTES 14 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID NORTH LINE, ALONG THE EAST LINE OF SAID QUARTER, 934.23 FEET TO THE CENTER LINE OF BEITH ROAD; THENCE SOUTHWESTERLY AT AN ANGLE OF 99 DEGREES 22 MINUTES 38 SECONDS MEASURED COUNTERCLOCKWISE FROM SAID EAST LINE, ALONG SAID CENTER LINE, 313.04 FEET FOR A POINT OF BEGINNING; THENCE NORTHERLY AT AN ANGLE OF 80 DEGREES 37 MINUTES 22 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE BEING PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, 319.79 FEET; THENCE WESTERLY, PERPENDICULAR WITH THE LAST DESCRIBED COURSE, 641.83 FEET; THENCE SOUTHERLY, PERPENDICULAR WITH THE LAST DESCRIBED COURSE, 425.78 FEET TO THE CENTERLINE OF BEITH ROAD; THENCE EASTERLY AT AN ANGLE OF 80 DEGREES 37 MINUTES 22 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, ALONG SAID CENTERLINE, 650.53 FEET TO THE POINT OF BEGINNING, ALL IN VIRGIL TOWNSHIP, KANE COUNTY ILLINOIS. The property is located at 50W636 Beith Road.

- 2) That the zoning maps of Kane County, Illinois be amended accordingly.
- 3) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on August 13, 2019

John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4511: Ridgeway Partners, LLC (Mid America Energy Services, Inc)

Committee Flow: County Development Committee, County Board
Contact: Keith Berkhout, 630.232.3495, Zoning Planner, Development Department

Summary:

Petition #4511

Petitioner:
Location:

Proposed:

2040 Plan:
Objectors:

Recommendations:

AURORA TOWNSHIP

Ridgeway Partners, LLC (Mid America Energy Services, Inc)
901 Ridgeway Avenue, Aurora Township (15-28-101-031, 032 & 043)

Rezoning from R-1 District One Family Residential to B-3 District Business with a Special Use to allow safety training, a construction trailer and employee parking.

Urban Neighborhoods/Mixed Use Infill

None

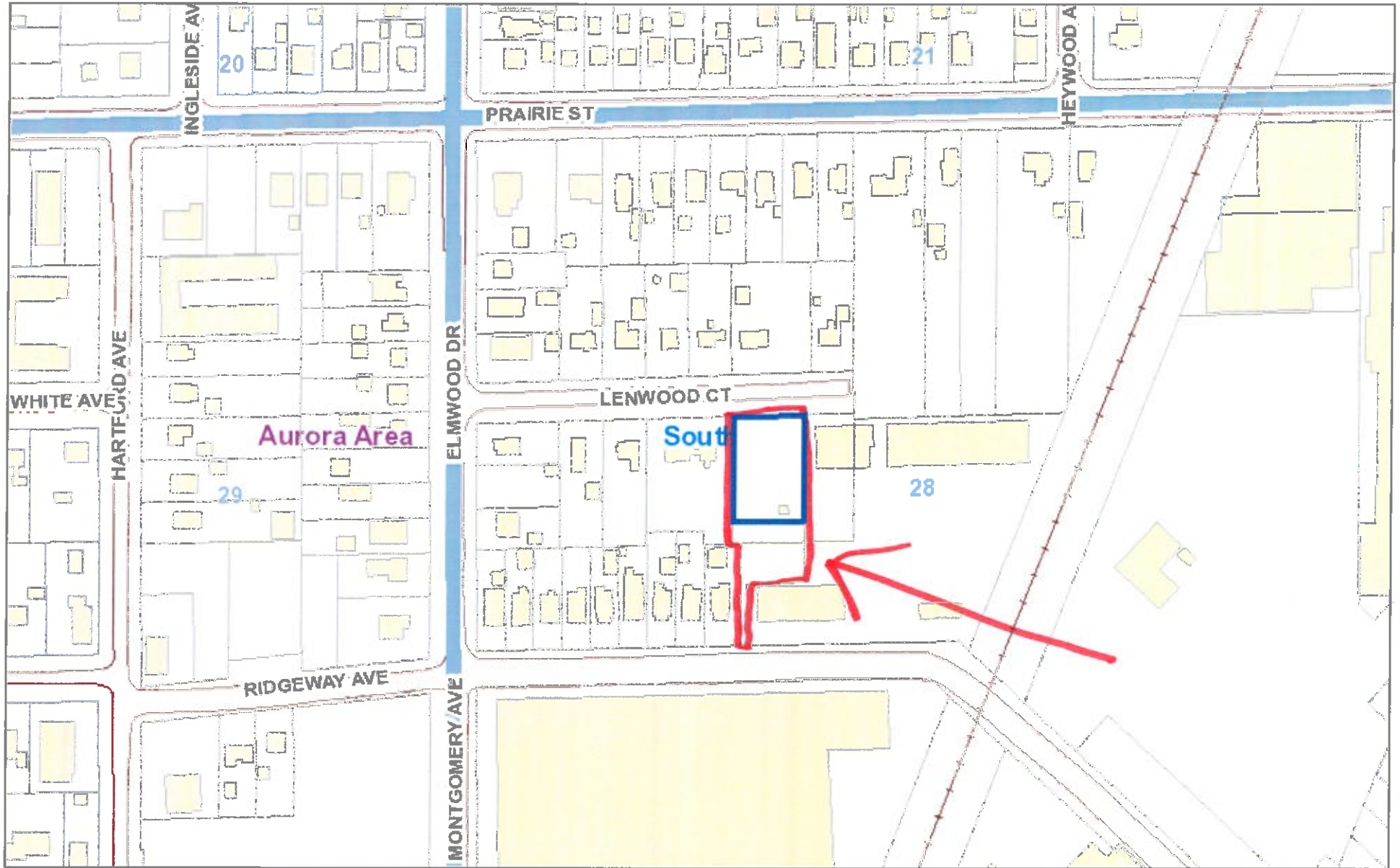
Regional Planning Comm.: N/A

Zoning Board: Approval with the following stipulations:

1. An adequate outfall for any stormwater must be demonstrated in the stormwater permit application
2. The existing access to Lenwood Court shall be removed
3. No new access shall be granted
4. That a 6' privacy fence or appropriate screening installed on the west side of the property

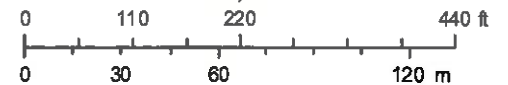
Development Committee: To be determined

Map Title



June 21, 2019

1:2,344



GIS-Technologies

These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

STATE OF ILLINOIS
COUNTY OF KANE

PETITION NO. 4511
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

- 1) That a rezoning from R-1 District One Family Residential to B-3 Business District with a Special Use for safety training, office trailer and employee parking be granted on the following described property:

15-28-101-031 - The North 150 feet of Lot 5 and the North 150 feet (except the East 70 feet) of Lot 6 in Lenington Addition according to the Plat dated January 22, 1947 and Recorded February 4, 1947, in Plat Book 29, Page 60 as Document 573461, in the Township of Aurora, Kane County, Illinois. 15-28-101-032 and 15-28-101-043 The South 30 feet of Lot 5 and the South 30 feet of Lot 6 (except the East 70 feet) all in Lenington Addition to Aurora, in the Township of Aurora, Kane County, Illinois, and also that part of Block 9 of County Clerk's Subdivision of a part of Wagner's Second Addition to Aurora, described as follows: Beginning at a point on the South Line of Lot 6 of Lenington Addition to Aurora, 70 feet West of the Southeast Corner thereof; thence South parallel with the East Line of said Block 9, 50 feet; thence West parallel with the South Line of said Block, 80 feet; thence South parallel with the East Line of said Block 9, 125 feet to the center of Ridgeway Avenue; thence West along said center line 9 feet to a point 402 feet East of the Third Principal Meridian (measured along the center of said Ridgeway Avenue); thence North parallel with the West Line of said Northwest Quarter 175 feet to the South Line of said Lenington Addition; thence East along said South Line 89 feet to the Point of Beginning, in the Township of Aurora, Kane County, Illinois. The property is located at just west of 901 Ridgeway Avenue.

- 2) That the rezoning be granted subject to the following stipulations:
 1. An adequate outfall for any stormwater must be demonstrated in the stormwater permit application
 2. The existing access to Lenwood Court shall be removed
 3. No new access shall be granted
 4. That a 6' privacy fence or appropriate screening installed on the west side of the property
- 3) That the zoning maps of Kane County, Illinois be amended accordingly.
- 4) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on August 13, 2019

John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

COUNTY OF KANE

**DEVELOPMENT & COMMUNITY
SERVICES DEPARTMENT**

Mark D. VanKerkhoff, AIA, Director



County Government Center
719 Batavia Avenue
Geneva, IL 60134
Phone: (630) 232-3480
Fax: (630) 232-3411

May 31, 2019

This letter is to notify you that IntraSoccer, LLC has requested two minor adjustments to its PUD-Planned United Development zoning to allow for the construction of an indoor sports court and for the relocation of the existing "eating and drinking or daycare" area away from residential neighbors at its property located at 37W950 Mason Road.

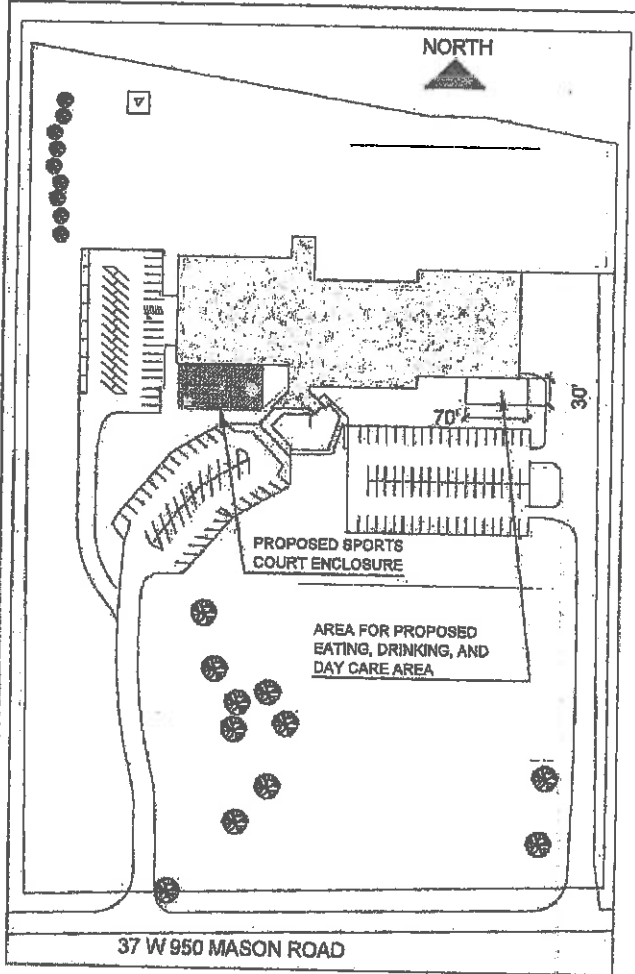
This petition was presented to the Kane County Development Committee on June 19th, 2018 and was tabled at the request of the petitioner. The original request, dated April 23, 2018, is enclosed, as is the modified request dated April 30, 2019.

This adjustment will be considered by the Kane County Development Committee at its meeting to be held on Tuesday, June 18th, 2019 at 10:00am. The meeting will be held at the Kane County Government Center, 719 S. Batavia Avenue, Building A, Second Floor County Board Meeting Room. If you have any further questions, feel free to contact Tony Farruggia, Kane County Zoning Planner, at 630-232-3494 or FarruggiaTony@Co.Kane.IL.US.

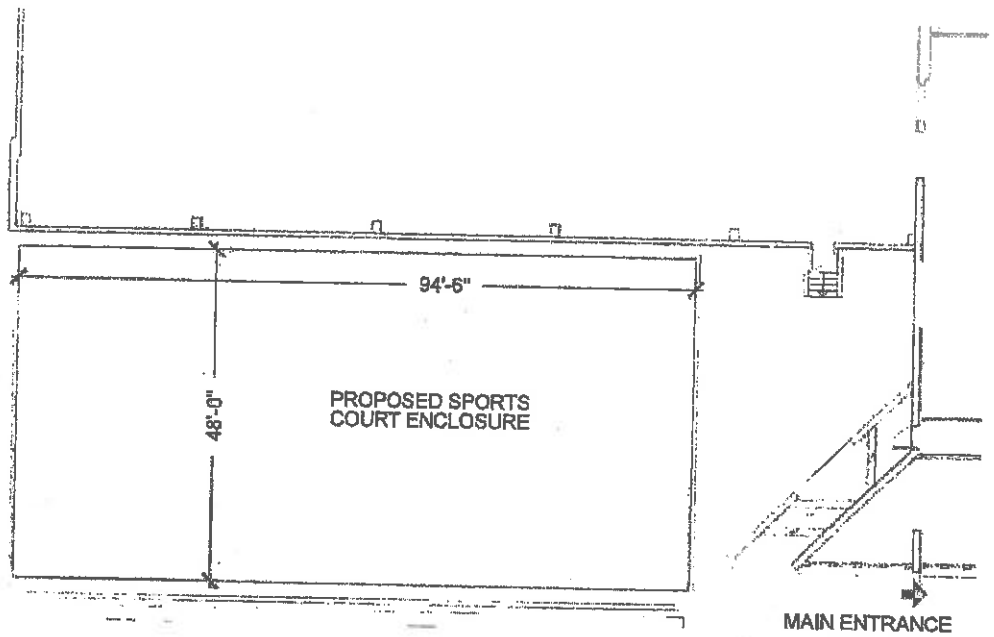
Thank you.

Tony Farruggia, AICP Candidate
Zoning Planner
FarruggiaTony@Co.Kane.IL.US
630.232.3494

County of Kane, Illinois
Development & Community Services Department



SITE PLAN
SCALE: 1/128" = 1FT



FLOOR PLAN
SCALE: 1/16" = 1FT

BAZOSFREEMAN

Bazos, Freeman, Kramer, Schuster & Pope, LLC

April 30, 2019

VIA EMAIL ONLY

Mark D. VanKerkhoff, AIA, Director
Kane County Development & Community Services Department
719 South Batavia Avenue
Geneva, Illinois 60134
Email: vankerkhoffmark@co.kane.il.us

Peter C. Bazos
Bradley T. Freeman
Mark Schuster
Jonathan S. Pope
Aaron H. Reinke

Christopher S. Nudo,
of counsel

Writer's Contact:
Areinke@bazosfreeman.com
(847) 841-2024

Re: Minor adjustment to PUD
Intra Soccer, LLC, 37W950 Mason Road, Elgin, Illinois 60124

Dear Mr. VanKerkhoff:

As you know, I represent Intra Soccer, LLC ("Intra") relative to its request for two (2) minor adjustments to the existing PUD for the property commonly known as 37W950 Mason Road, Elgin ("Subject Property"): (1) the construction of a fully enclosed indoor sports court; and (2) relocation of the existing "eating and drinking or daycare" away from residential neighbors.

I. **Construction of a fully enclosed indoor sports court.**

As depicted on the site plan attached hereto as Exhibit "A", Intra proposes to construct a building fully enclosing an existing concrete pad approximately fifty feet (50') wide by ninety-four feet (94') long for the purpose of playing indoor sports ("Proposed Sports Court"). While the design of the proposed building is not yet completed, Intra plans to utilize a metal building system to produce an enclosure that blends with the existing structure. The Proposed Sports Court would be used to play smaller and more limited sports such as futsal, which is a variation on soccer played with only five (5) members on each team. Any sound generated during game play will be mitigated by: (1) the proposed building; (2) the significant distance between the proposed building and adjacent residential properties located to the west; and (3) an existing berm approximately four to six (4-6) feet high and eight to twelve feet (8-12) wide. No new game play would occur outdoors and no new exterior lighting is proposed.

Please note that the current approved PUD designates the Proposed Sports Court area for outdoor "eating and drinking or daycare". The Proposed Sports Court will involve fewer people, generate less noise, and be less intensive than the use *already* approved for the subject area.

1250 Larkin Avenue #100 Elgin, IL 60123
847-742-8800 (o) 847-742-9777 (fx)

www.bazosfreeman.com

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II. Relocation of the "eating and drinking or daycare" away from residential neighbors.

Intra also proposes to relocate the "eating and drinking or daycare" area to the southeast corner (wing) of the existing principal building, between the parking lot to the south and said building. The proposed location, approximately seventy (70) feet by thirty (30) feet, is also depicted on Exhibit "A" hereto. Intra would place a limited number of tables and chairs in the relocated "eating and drinking or daycare" area, but no permanent structures would be constructed. The construction of an awning to provide shade to the customers is being considered. There will not be any outdoor music or other amplified sound. Any sound generated will be mitigated by: (1) the existing Intra building and the Proposed Sports Court building; (2) the significant distance between the proposed "eating and drinking or daycare" area and adjacent residential properties located approximately five hundred twenty (520) feet to the west; and (3) as mentioned above, the existing berm. The proposed minor adjustment would not require a change to Intra's liquor license.

Intra respectfully suggests the proposed minor adjustments to the PUD are appropriate, will not disturb adjacent property owners, and will not otherwise harm the public health, safety and welfare. Intra hopes the Development Committee will grant the minor adjustment as set forth herein. If we can provide further information, please feel free to contact me.

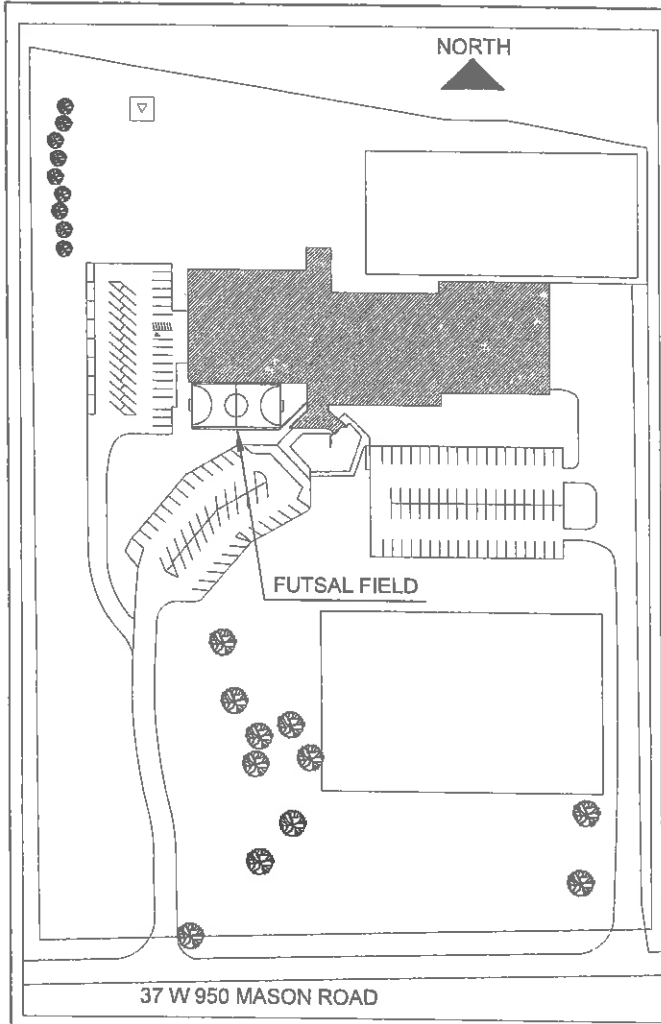
Very truly yours,



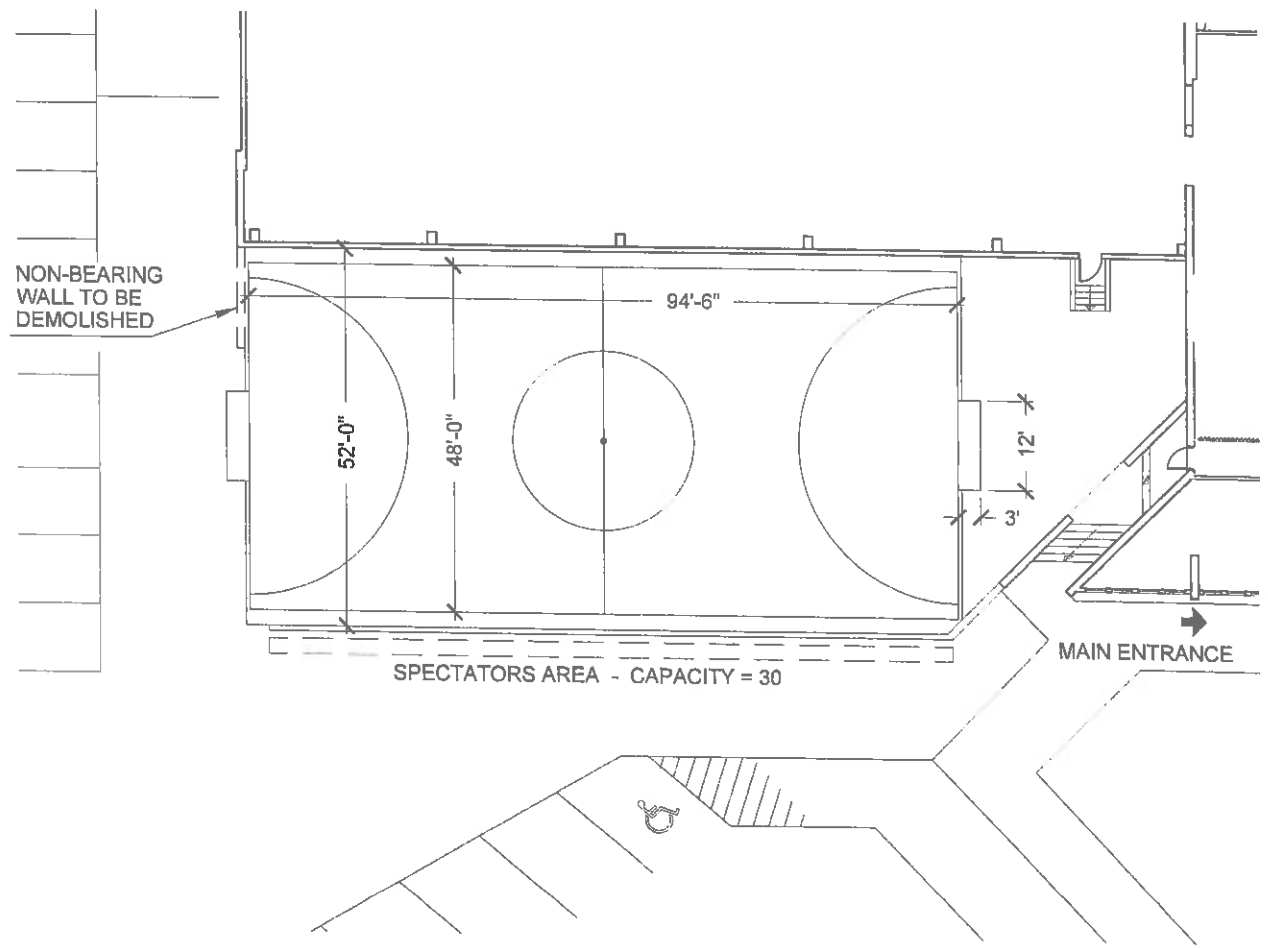
Aaron H. Reinke, Esq.

Encl.

cc: Keith T. Berkhout, Zoning Planner, Kane County (berkhoutkeith@co.kane.il.us)
 Andy Schcolnik (andys@anscore.net)



SITE PLAN
SCALE: 1/128" = 1FT



FLOOR PLAN
SCALE: 1/16" = 1FT

4/23/18

COUNTY OF KANE

**DEVELOPMENT & COMMUNITY
SERVICES DEPARTMENT**

Mark D. VanKerkhoff, AIA, Director



County Government Center

719 Batavia Avenue

Geneva, IL 60134

Phone: (630) 232-3480

Fax: (630) 232-3411

December 27, 2018

This letter is to notify you that IntraSoccer, LLC has requested a minor adjustment to its PUD-Planned United Development zoning to allow for a futsal court (a roughly 50' by 94' soccer court) at its property located at 37W950 Mason Road.

This petition was presented to the Kane County Development Committee on June 19th, 2018 and was tabled at the request of the petitioner. The original request, dated April 23, 2018, is enclosed, as is the modified request dated November 9th.

This adjustment will be considered by the Kane County Development Committee at its meeting to be held on Tuesday, January 15th, 2019 at 10:00am. The meeting will be held at the Kane County Government Center, 719 S. Batavia Avenue, Building A, Second Floor County Board Meeting Room. If you have any further questions, feel free to contact Tony Farruggia, Kane County Zoning Planner, at 630-232-3494 or FarruggiaTony@Co.Kane.IL.US.

Thank you.

Tony Farruggia, AICP Candidate

Zoning Planner

FarruggiaTony@Co.Kane.IL.US

630.232.3494

County of Kane, Illinois

Development & Community Services Department

BAZOSFREEMAN

Bazos, Freeman, Kramer, Schuster & Braithwaite, LLC

April 23, 2018

VIA EMAIL ONLY

Mark D. VanKerkhoff, AIA, Director
Kane County Development & Community Services Department
719 South Batavia Avenue
Geneva, Illinois 60134
Email: yankerkhoffmark@co.kane.il.us

Re: Minor adjustment to PUD
Intra Soccer, LLC, 37W950 Mason Road, Elgin, Illinois 60124

Dear Mr. VanKerkhoff:

Thank you for considering Intra Soccer, LLC's ("Intra") proposal relative to the installation of an outdoor futsal court at the property commonly known as 37W950 Mason Road, Elgin ("Subject property").

As depicted on the attached site plan, Intra proposes to construct a futsal court of approximately fifty feet (50') wide by ninety-four feet (94') long, immediately adjacent to Intra's main building. As you are aware, the PUD currently provides for this area to be used for "eating and drinking or daycare". Intra respectfully requests a minor PUD adjustment to permit outdoor sports in this limited area.

Futsal is a variation on soccer, played with only five (5) members on each team. The futsal court may be utilized for other team sports of the same approximate size. Intra expects approximately thirty (30) spectators for each game; spectators can easily be accommodated on the south side of the court. The court would be illuminated with the existing lights mounted on the south side of the main building. In the event that additional lighting is needed, Intra proposed to utilize an existing light pole in the adjacent parking lot and simply add one (1) fixture thereto.

Games would occur mostly on weekends with some weekday play for summer camps. Most games would occur during the day with some evening games running until 10:00 PM. Summer camp games would end at 6:00 PM. Intra plans on eventually hosting tournaments, if interest so warrants.

1250 Larkin Avenue #100 Elgin, IL 60123
847-742-8800 (o) 847-742-9777 (fx)

www.bazosfreeman.com

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Peter C. Bazos
Bradley T. Freeman
Mark Schuster
J. William Braithwaite
Jonathan S. Pope
Aaron H. Reinke

Christopher S. Nudo,
of counsel

Writer's Contact:
Areinke@bazosfreeman.com
847-742-8800 x 2024

LW

The proposed minor adjustment would not require a change to Intra's liquor license as existing eating areas are sufficient.

Any sound generated during game play will be mitigated by the significant distance between the court and adjacent properties located to the west. Further, since games would only occur in the spring and summer, additional screening will be provided by spring and summer foliage.

I hope the County will consider this information and grant the minor adjustment. If I can provide further information, please feel free to contact me.

Very truly yours,

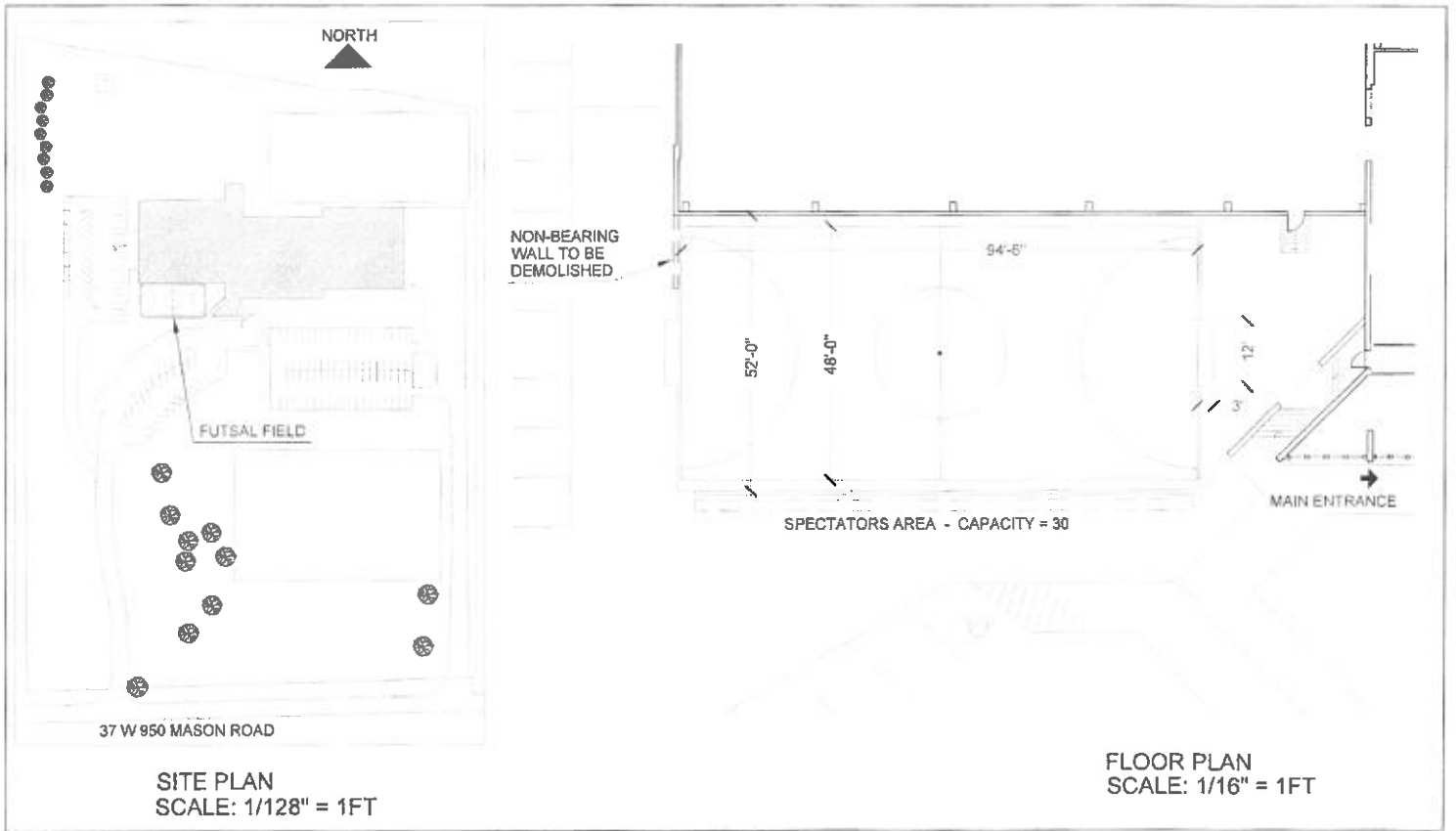

Aaron H. Reinke, Esq.

Encl.

cc: Keith T. Berkhout, Zoning Planner, Kane County (berkhoutkeith@co.kane.il.us)
Andy Scholnik (andys@anscore.net)

1250 Larkin Avenue #100 Elgin, IL 60123
847-742-8800 (o) 847-742-9777 (fx)

www.bazosfreeman.com



SITE PLAN
SCALE: 1/128" = 1FT

FLOOR PLAN
SCALE: 1/16" = 1FT

BAZOSFREEMAN

Bazos, Freeman, Kramer, Schuster & Braithwaite, LLC

Peter C. Bazos
Bradley T. Freeman
Mark Schuster
J. William Braithwaite
Jonathan S. Pope
Aaron H. Reinke

July 6, 2018

VIA EMAIL ONLY

Mark D. VanKerkhoff, AIA, Director
Kane County Development & Community Services Department
719 South Batavia Avenue
Geneva, Illinois 60134
Email: vankerkhoffmark@co.kane.il.us

Christopher S. Nudo,
of counsel

Writer's Contact:
Areinke@bazosfreeman.com
847-742-8800 x 2024

Re: Minor adjustment to PUD
Intra Soccer, LLC, 37W950 Mason Road, Elgin, Illinois 60124

Dear Mr. VanKerkhoff:

As you know, I represent Intra Soccer, LLC ("Intra") relative to its request for a minor adjustment to the PUD applicable to 37W950 Mason Road, Elgin ("Subject Property").

The Subject Property was originally developed as a sports complex in the 1960's and hosted various sports during its over fifty (50) year history, including a former disco/nightclub that ran for several years on the west building of the property. The adjacent residential subdivision, Gilberts Glen, was developed in or about 1980. From approximately 1973 until 1996, the Subject Property was used for the operation of a tennis club, with both inside courts and outside courts on what is now the eastern parking lot. Since 1996, the Subject Property was used predominantly for soccer and associated uses. In 2013, Intra secured a PUD from Kane County approving a number of uses including, but not limited to, outdoor sports activities, outdoor instruction in sports activities, outdoor events, indoor sports, and indoor parties. Intra greatly appreciates the 2013 PUD and has used it to improve both the condition and business operations of the Subject Property to better serve the community. Currently, Intra serves hundreds of children ages two (2) through eighteen (18), as well as adults and seniors, including a softball league for a nearby retirement community.

As originally outlined in my correspondence of April 23, 2018, Intra requests the PUD site plan be amended to change the use of a certain limited area of the Subject Property ("Futsal Court") from "*eating and drinking or daycare*" to permit outdoor sports. Given that outdoor sports is already an approved use for the Subject Property, Intra is only seeking a minor site plan amendment.

1250 Larkin Avenue #100 Elgin, IL 60123
847-742-8800 (o) 847-742-9777 (fx)

www.bazosfreeman.com

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The Futsal Court will be located on an existing concrete pad approximately fifty feet (50') wide by ninety-four feet (94') long, immediately adjacent to Intra's main building. The Futsal Court will be illuminated by existing light fixtures that have been mounted on the south side of the (main) building for many years. These existing fixtures face downward and are partially screened on the west side by a fifteen (15) foot wing wall. On the south side of the court, Intra plans to install one or two additional lighting fixtures on an *existing* fifteen (15) foot standard light pole, using LED lights with visor glare shields to avoid light bothering the neighbors. LED lighting is directional as opposed to conventional lightbulbs, so there will be minimal light spillage and glare. Furthermore, artificial light will only be used during the summer months *and* during game play when daylight is insufficient. Intra is confident that the limited additional lighting will not bother adjacent property owners.

The Futsal Court is screened from the neighboring residential area by an existing berm approximately four to six (4-6) feet high and eight to twelve feet (8-12) wide. This berm has existed for many years and is covered with a very dense, tall foliage consisting of mature trees and lower vegetation. The proposed court itself can accommodate only ten (10) players together with a limited number of spectators due to the existing building walls on the court's north and east sides; a fifteen (15') foot wide wing wall on the court's west side; and a three (3) foot high retaining wall on the south side. Intra is confident that the significant screening together with limited hours of game play with a restricted number of players and spectators will not disturb the neighbors.

Considering the objections of some adjacent property owners and the Village of Gilberts, Intra proposes a two (2) year sunset provision to the minor PUD amendment whereby Intra could operate the Futsal Court for two (2) full seasons and then either discontinue the Futsal Court use, or fully enclose the Futsal Court with a building on the existing footprint. In the event that the Futsal Court use expires, the area could be used in accordance with the original PUD site plan (i.e. "eating and drinking or daycare").

We are aware that the County received four (4) objections from adjacent property owners and the Village of Gilberts concerning the proposed zoning relief and general use of the Subject Property. While much of the concerns do not relate to the proposed Futsal Court, Intra would still like to address the objections.

As a preliminary matter, Intra reached-out to these owners via email offering to meet with them to discuss their specific concerns and possible solutions, but the owners expressed little or no interest in such a dialog. Please see the attached email correspondence. As of the date of this correspondence, Intra is in the process of reaching-out to the Village of Gilberts.

Relative to the stormwater violation, please be advised that Intra is working diligently with Kane County to correct issues in two (2) separate watersheds. *Please note the stormwater issues do not involve the proposed Futsal Court.* The issue in the southern watershed has been corrected. The issue in the north watershed will require the cooperation of the Village of Gilberts and neighbors to resolve. A historical field tile system that drained the northern part of the Subject Property was severed many years ago when the residential subdivision located to the west was platted and built

in the late 1970's and early 1980's. Intra has reached-out to neighboring property owners to discuss drainage issues and solutions, and has met with them in the past. Among other things, Intra plans a new drain tile run to bypass the severed run thereby improving drainage for the Subject Property and some of the residential properties in the Gilberts Glen subdivision. Intra is in the process of designing and implementing a feasible solution whereby all parties will see improved drainage. This week, Intra submitted engineering design plans to the County for a stormwater detention facility located on the Subject Property, and we expect approval relatively soon. Please note that approval of the requested minor amendment will not effect this stormwater issue.

We are in receipt of a list of incidents from the Kane County Sheriff dating back to January, 2014. We understand some have suggested the number of calls could be interpreted to mean something significant. While Intra takes calls to law enforcement very seriously, Intra respectfully submits the number of calls decreased significantly once Intra took over management of the Subject Property. It has also been suggested that these calls are initiated by alcohol consumption. Please note that the previous management did not have a liquor license, but the facility generated more calls under previous management than it does now with a liquor license. Moreover, the number and type of calls are not unusual given the number of people at the Subject Property, and its proximity to a residential neighborhood, wherein residents are at liberty to call 911 at their discretion. Any similarly situated sports or entertainment facility would encounter the same or additional volume and type of calls to law enforcement. One possible *subjective perception* could be that Intra is a problem; however, the *objective facts* demonstrate that Intra has *never been cited* for disturbing the peace or otherwise making too much noise. The fact that the current management took over a tired and poorly run facility with a bad reputation, and converted to what it is now, should not be overlooked

Intra understands some neighbors perceive the Futsal Court and Intra's business operations are a nuisance. Clearly, these neighbors would undoubtedly prefer to live next to a forest preserve or unimproved and unused field. However, Intra has the legal right to engage in its business operations. The Subject Property was used for the same or similar purposes before the construction of the Gilberts Glen subdivision. While Intra respectfully disagrees that it is a nuisance, it has always been open to working with all members of the community. To facilitate greater communication, Intra will offer a community hotline so residents can contact Intra with concerns. During events at Intra, the hotline could be staffed by an off-duty Kane County Deputy Sheriff or other person, who will serve as neutral third party to direct Intra to turn the music down, if necessary.

Intra suggests the proposed minor adjustment to the PUD is appropriate, will not disturb adjacent property owners, and will not otherwise harm the public health, safety and welfare. Intra is not proposing to expand its use or facility, but rather merely change the currently approved use of "eating and drinking or daycare" to a more limited and productive use. This proposed use will involve fewer people, generate less noise, and be less intensive than the use already approved for the site.



Intra hopes the Development Committee will consider this additional information and grant the minor adjustment. The proposed Futsal Court is vital to the continued operation of Intra Soccer, and will allow Intra to continue to improve the facility.

If we can provide further information, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'A.H. Reinke'. The signature is written in a cursive style with a large initial 'A'.

Aaron H. Reinke, Esq.

Encl.

cc: Keith T. Berkhout, Zoning Planner, Kane County (berkhoutkeith@co.kane.il.us)
Andy Scholnik (andys@anscore.net)

1250 Larkin Avenue #100 Elgin, IL 60123
847-742-8800 (c) 847-742-9777 (fx)

www.bazosfrecman.com

BAZOSFREEMAN

Bazos, Freeman, Kramer, Schuster & Pope, LLC

November 9, 2018

VIA EMAIL ONLY

Mark D. VanKerkhoff, AIA, Director
Kane County Development & Community Services Department
719 South Batavia Avenue
Geneva, Illinois 60134
Email: vankerkhoffmark@co.kane.il.us

Re: Minor adjustment to PUD
Intra Soccer, LLC, 37W950 Mason Road, Elgin, Illinois 60124

Peter C. Bazos
Bradley T. Freeman
Mark Schuster
Jonathan S. Pope
Aaron H. Reinke

Christopher S. Nude,
of counsel

Writer's Contact:
Areinke@bazosfreeman.com
847-742-8800 x 2024

Dear Mr. VanKerkhoff:

As you know, I represent Intra Soccer, LLC ("Intra") relative to its request for a minor adjustment to the PUD applicable to 37W950 Mason Road, Elgin ("Subject Property"). The purpose of this correspondence is to update Intra's application.

Intra has modified its plan to resolve the stormwater issue. Rather than constructing an onsite-detention facility and repair off-site drain tiles, Intra will remove impervious surface located at the northeastern part of the Subject Property. This plan has been discussed and approved by the Kane County Division of Environmental and Water Resources, and we anticipate the issuance of a permit shortly. Upon completion of the work, the stormwater issue will be entirely resolved.

As you will recall, Intra requested the PUD site plan be amended to change the use of a certain limited area of the Subject Property ("Futsal Court") from "*eating and drinking or daycare*" to permit outdoor sports. Intra maintains this request, but due to the removal of the impervious surface noted above, Intra requests that other sports may be played on the Futsal Court, such as Intra's popular "Little Kickers" soccer program. Further, Intra may enclose the Futsal Court with a building at some point in the future.

Intra also proposed to relocate the "*eating and drinking or daycare*" area to the southeast of the principal building, between the parking lot and said building. The proposed location is depicted as a checked box in the attached plan.

Intra hopes the Development Committee will grant the minor adjustment as set forth herein. If we can provide further information, please feel free to contact me.

Very truly yours,


Aaron H. Reinke, Esq.

Encl.

cc: Keith T. Berkhout, Zoning Planner, Kane County (berkhoutkeith@co.kane.il.us)
Andy Scholnik (andy.s@anscore.net)

1250 Larkin Avenue #100 Elgin, IL 60123
847-742-8800 (o) 847-742-9777 (fx)

www.bazosfreeman.com

S:\wpdocs\Work\38825\Letters and Memos\#41 Ltr MVK 11-9-18.DOCX

**PROJECT REMOVAL OF NON LOAD BEARING WALL ON 1ST FLOOR @
PROPERTY 37 W330 MASON RD ELGIN, IL 60124**

NOTICE
The engineer has prepared this report based on the information provided to him by the client and on the visual inspection of the existing structure. The engineer does not warrant the accuracy of the information provided to him by the client. The engineer is not responsible for the design of the structure to be removed. The engineer is not responsible for the design of the structure to be removed. The engineer is not responsible for the design of the structure to be removed.

ASSUMPTIONS
The engineer has assumed that the structure to be removed is a non-load bearing wall. The engineer has assumed that the structure to be removed is a non-load bearing wall. The engineer has assumed that the structure to be removed is a non-load bearing wall. The engineer has assumed that the structure to be removed is a non-load bearing wall. The engineer has assumed that the structure to be removed is a non-load bearing wall.

SURVEY INFORMATION
The engineer has assumed that the structure to be removed is a non-load bearing wall. The engineer has assumed that the structure to be removed is a non-load bearing wall. The engineer has assumed that the structure to be removed is a non-load bearing wall. The engineer has assumed that the structure to be removed is a non-load bearing wall. The engineer has assumed that the structure to be removed is a non-load bearing wall.



LOCATION MAP

REMARKS
The engineer has assumed that the structure to be removed is a non-load bearing wall. The engineer has assumed that the structure to be removed is a non-load bearing wall. The engineer has assumed that the structure to be removed is a non-load bearing wall. The engineer has assumed that the structure to be removed is a non-load bearing wall. The engineer has assumed that the structure to be removed is a non-load bearing wall.

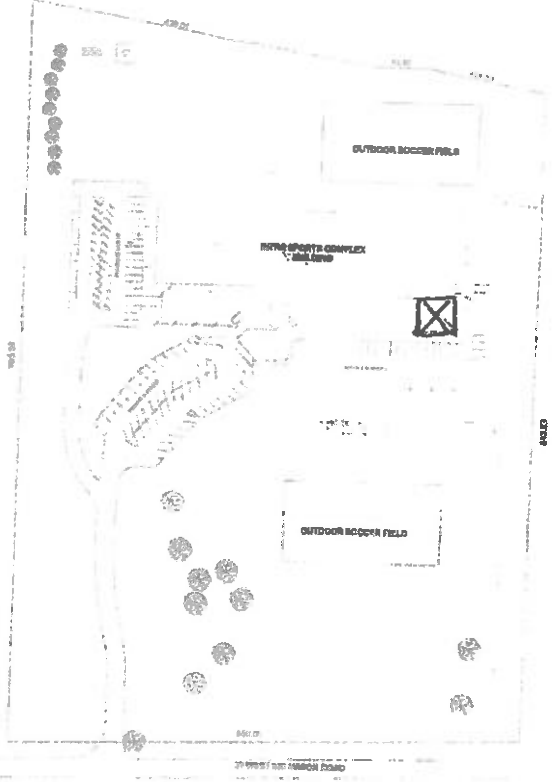
LOADING LOAD TABLE

DESCRIPTION	UNIFORM LOAD (PSF)	POINT LOAD (KIP)
Roof	20	0
1st Floor	40	0
2nd Floor	40	0
Basement	40	0
Walls	0	0
Columns	0	0
Beams	0	0
Slabs	0	0
Stairs	0	0
Elevators	0	0
Other	0	0

SOIL INFORMATION

DEPTH (FT)	SOIL TYPE	UNIT WEIGHT (PCF)	COMPRESSION INDEX (C _c)	FLUIDITY INDEX (I _f)
0 - 2	CLAY	120	0.7	0.0
2 - 4	SAND	110	0.0	0.7
4 - 6	SAND	110	0.0	0.7
6 - 8	SAND	110	0.0	0.7
8 - 10	SAND	110	0.0	0.7

ADDITIONAL INFORMATION
The engineer has assumed that the structure to be removed is a non-load bearing wall. The engineer has assumed that the structure to be removed is a non-load bearing wall. The engineer has assumed that the structure to be removed is a non-load bearing wall. The engineer has assumed that the structure to be removed is a non-load bearing wall. The engineer has assumed that the structure to be removed is a non-load bearing wall.



ALVIN PROTECTA
Professional Engineer
No. 123456789
State of Illinois
Professional Seal
ALVIN PROTECTA
123456789
123456789
123456789

DATE
12/31/2023

REVISIONS

NO.	DATE	DESCRIPTION
1	12/31/2023	Initial Design
2	12/31/2023	Revised Design
3	12/31/2023	Final Design

SCALE
1" = 10'-0"

DATE
12/31/2023



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving of Personnel Hiring and Replacement, Development and Community Services - Zoning Planner

Committee Flow: County Development Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Mark VanKerkhoff, 630.232.3451

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$35,000 to \$50,000 Annual
If not budgeted, explain funding source:	

Summary:

In accordance with the County Board Resolution #17-202 the Development and Community Services Department is seeking County Board approval to hire one (1) full time Zoning Planner. The position is critical for the administration and enforcement of the Kane County Zoning Ordinance. This position will be posted on the County's website.

The above vacancy was created due to the retirement of a full time Executive Planner. The full time Executive Planner position will be changed to part time and will be filled by the current part time Zoning Planner. The current part time Zoning Planner position will be changed to full time. The retired Executive Planner will continue as part-time. There will be no increase in the approved FY2019 Budget for salaries. Having an additional full time, rather than part time, Zoning Planner will improve customer service and the administration and enforcement of the Kane County Zoning Ordinance.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING OF PERSONNEL HIRING AND REPLACEMENT, DEVELOPMENT AND COMMUNITY SERVICES - ZONING PLANNER

WHEREAS, the Development and Community Services Department is responsible for the administration and enforcement of the Kane County Zoning Ordinance as adopted in the Kane County Code; and

WHEREAS, Kane County has adopted Resolution 17-202, instituting a moratorium on the hiring or replacement of County personnel, which resolution required that no new personnel shall be hired unless specifically approved by the County Board; and

WHEREAS, the County Board believed the hiring of a Zoning Planner to be fiscally responsible and in the best interest of the County to hire a qualified individual to fill the existing Zoning Planner vacancy in the Building and Zoning Division of the Development and Community Services Department; and

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Development and Community Services Department is hereby authorized to hire and fill the existing vacant Zoning Planner position in the Building and Zoning Department with an annual salary between Thirty-Five Thousand and Fifty Thousand Dollars (\$35,000 - \$50,000).

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?

Passed by the Kane County Board on August 13, 2019.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

19-07 Hiring Replacement



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving Personnel Replacement Hiring - Administrative Technician

Committee Flow: County Development Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Jodie Wollnik, 630.232.3499

Budget Information:

Was this item budgeted? Yes	Appropriation Amount:\$45,000
If not budgeted, explain funding source:	

Summary:

This Resolution is for the replacement of the Administrative Assistant for the Environmental and Water Resources Department. This position has historically served the Department for all administrative needs as well as putting together several County Board agendas and Ad-Hoc Committee agendas. The technician portion of the job description includes field work related to flooding events and misc. drainage calls.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING PERSONNEL REPLACEMENT HIRING - ADMINISTRATIVE TECHNICIAN

WHEREAS, the Environmental and Water Resources Department is responsible for the timely review of building and stormwater permits, processing of Subdivisions, intake of drainage complaints, renewal of hauler licenses and development of multiple County Board agendas; and

WHEREAS, Kane County has adopted Resolution 17-202 instituting a moratorium on hiring or replacement of County personnel, which resolution requires that no new personnel shall be hired unless specifically approved by the County Board; and

WHEREAS, the County Board believes that hiring of an Administrative Technician to be fiscally responsible and in the best interest of the County to hire a qualified individual to fill the need in the Environmental and Water Resources Department.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Environmental and Water Resources Department is hereby authorized to hire and fill the vacant Administrative Technician position with an annual salary between Forty Thousand and Forty-Five Thousand Dollars (\$40,000-\$45,000).

Passed by the Kane County Board on August 13, 2019.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

19-08 Admin Technician

Kane County Water Resources

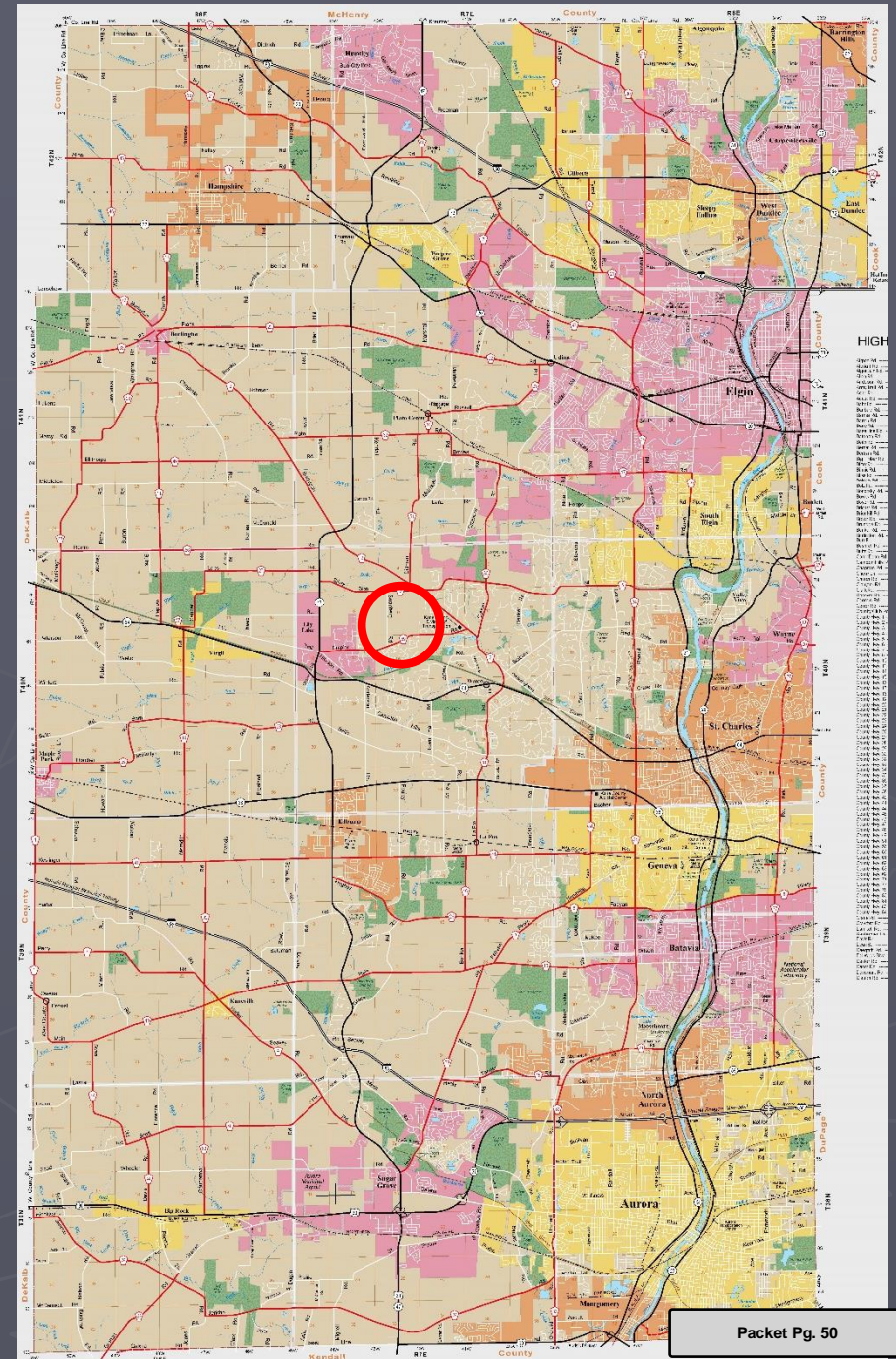


Cost-Share Projects

Presented to
Development Committee
July 16, 2019

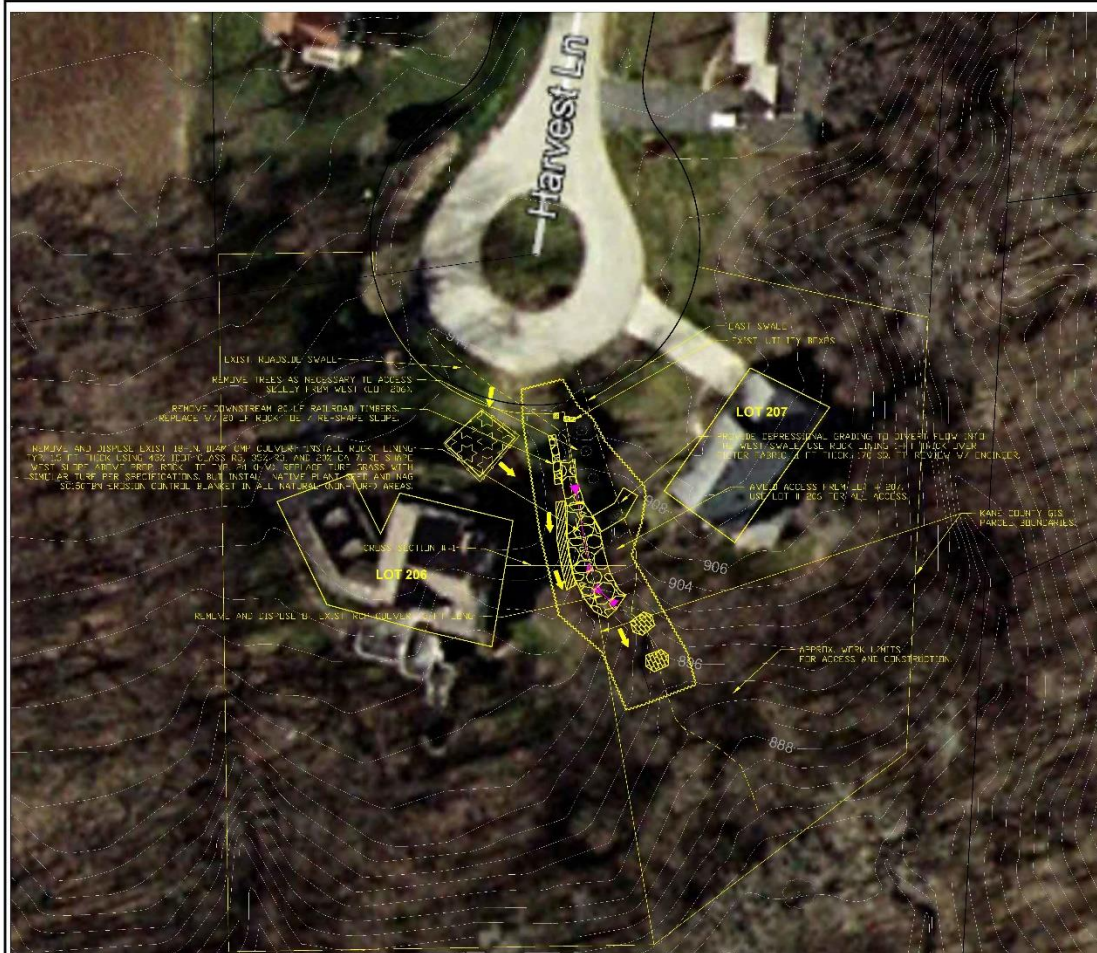
Harvest Lane Ravine Stabilization

Campton
Township, Section 16



► Severe Erosion

Harvest Lane Ravine Stabilization



NOTES:

1. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT SITE AND HAS FOUND THE EXISTING CONDITIONS TO BE AS SHOWN ON THESE PLANS. THE DESIGNER HAS NOT CONDUCTED ANY OTHER INVESTIGATION AND IS NOT RESPONSIBLE FOR ANY OTHER INVESTIGATION OR FOR ANY OTHER INVESTIGATION THAT MAY BE CONDUCTED BY ANY OTHER PARTY.
2. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT SITE AND HAS FOUND THE EXISTING CONDITIONS TO BE AS SHOWN ON THESE PLANS. THE DESIGNER HAS NOT CONDUCTED ANY OTHER INVESTIGATION AND IS NOT RESPONSIBLE FOR ANY OTHER INVESTIGATION THAT MAY BE CONDUCTED BY ANY OTHER PARTY.
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4. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT SITE AND HAS FOUND THE EXISTING CONDITIONS TO BE AS SHOWN ON THESE PLANS. THE DESIGNER HAS NOT CONDUCTED ANY OTHER INVESTIGATION AND IS NOT RESPONSIBLE FOR ANY OTHER INVESTIGATION THAT MAY BE CONDUCTED BY ANY OTHER PARTY.
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6. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT SITE AND HAS FOUND THE EXISTING CONDITIONS TO BE AS SHOWN ON THESE PLANS. THE DESIGNER HAS NOT CONDUCTED ANY OTHER INVESTIGATION AND IS NOT RESPONSIBLE FOR ANY OTHER INVESTIGATION THAT MAY BE CONDUCTED BY ANY OTHER PARTY.
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- LEGEND**
- ROCK TOE OR ROCK LINING
 - RE-SHAPE SLOPE
 - ROCK POINT
 - ROCK CHECK
 - PROP. TEMP. STOCKPILE
 - CONSTRUCTION ACCESS
 - PROP. SILT FENCE
 - GULLY THALGEW
 - 1 FOOT GIS TOPOGRAPHY
 - PARCEL BOUNDARIES
 - WORK LIMITS
 - FLOODPLAIN BOUNDARY
 - SANITARY MANHOLE
 - EX STORM INLET
 - EX STORM FES
 - EX WATER



JOHN DEERE
 UTILITY
 & CONSTRUCTION
 EQUIPMENT
 CALL 1-800-892-0123

Living Waters Consultants, Inc. WESTERN SPRINGS, ILLINOIS				
DATE: 10/15/2018				
DESIGNED BY: J. SMITH				
CHECKED BY: J. SMITH				
PROJECT NO. 18-001				
CITY/TOWN: WESTERN SPRINGS, IL				
PROJECT NAME: HARVEST LANE RAVINE STABILIZATION				
PROJECT NO. 18-001				

Living Waters
 CONSULTANTS

LIVING WATERS CONSULTANTS, INC.
 P.O. BOX 473
 WESTERN SPRINGS, IL 60558
 TEL: 630-321-1133 FAX: 630-321-1144

WINDINGS OF
 FERSON CREEK

SHEET 2: HARVEST LANE (LOTS # 206 & 207)
 RAVINE STABILIZATION PROJECT
 WINDINGS OF FERSON CREEK
 SHEET 2 OF 8

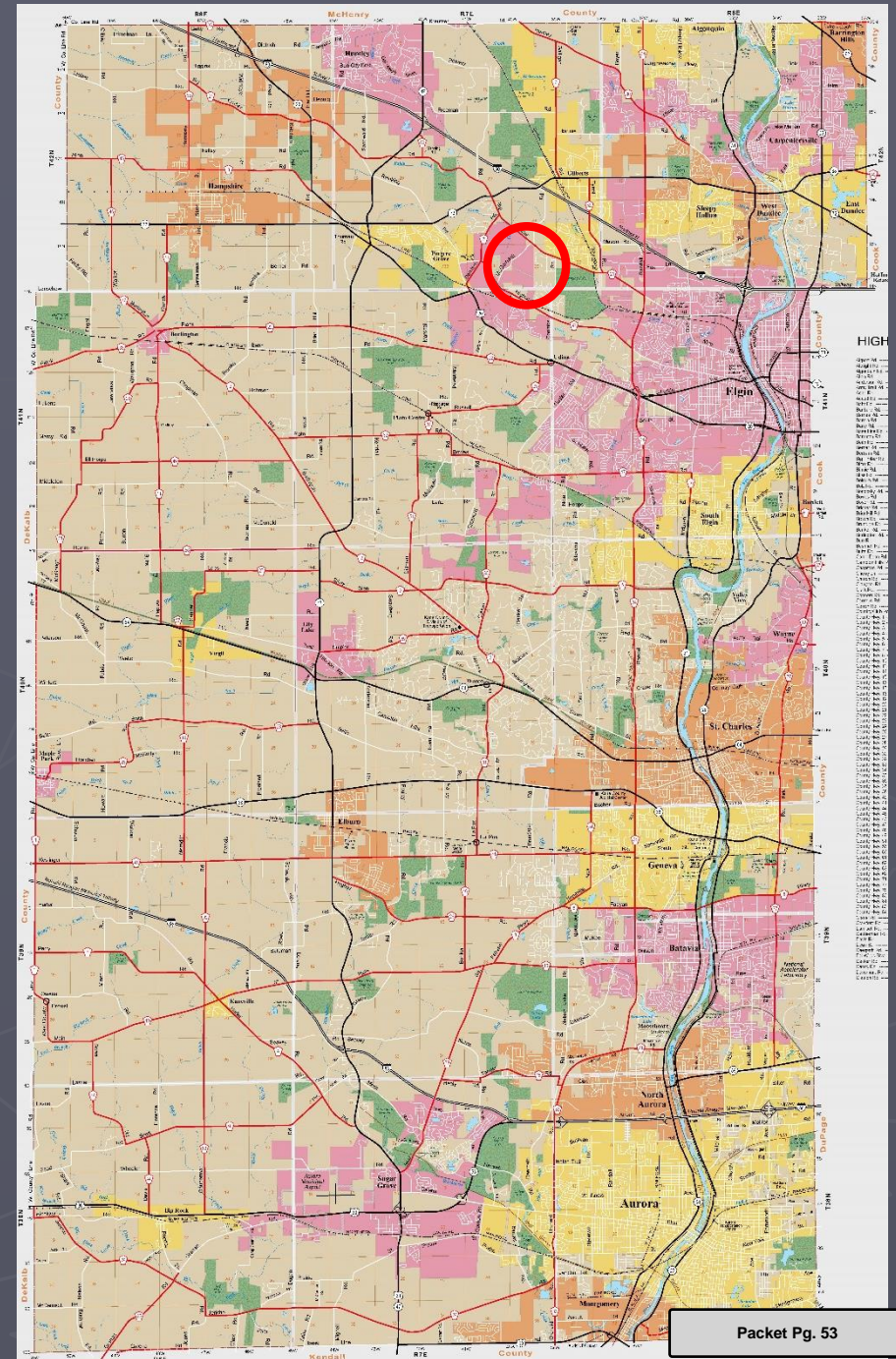
Harvest Lane Ravine Stabilization

- ▶ **Total Construction Cost:** **\$32,000.00**
 - Windings of Ferson Creek HOA \$16,000 (50%)
 - KC Cost-Share FY-2019 Funds \$16,000 (50%)

- Recommend approval of the Harvest Lane Ravine Stabilization Project

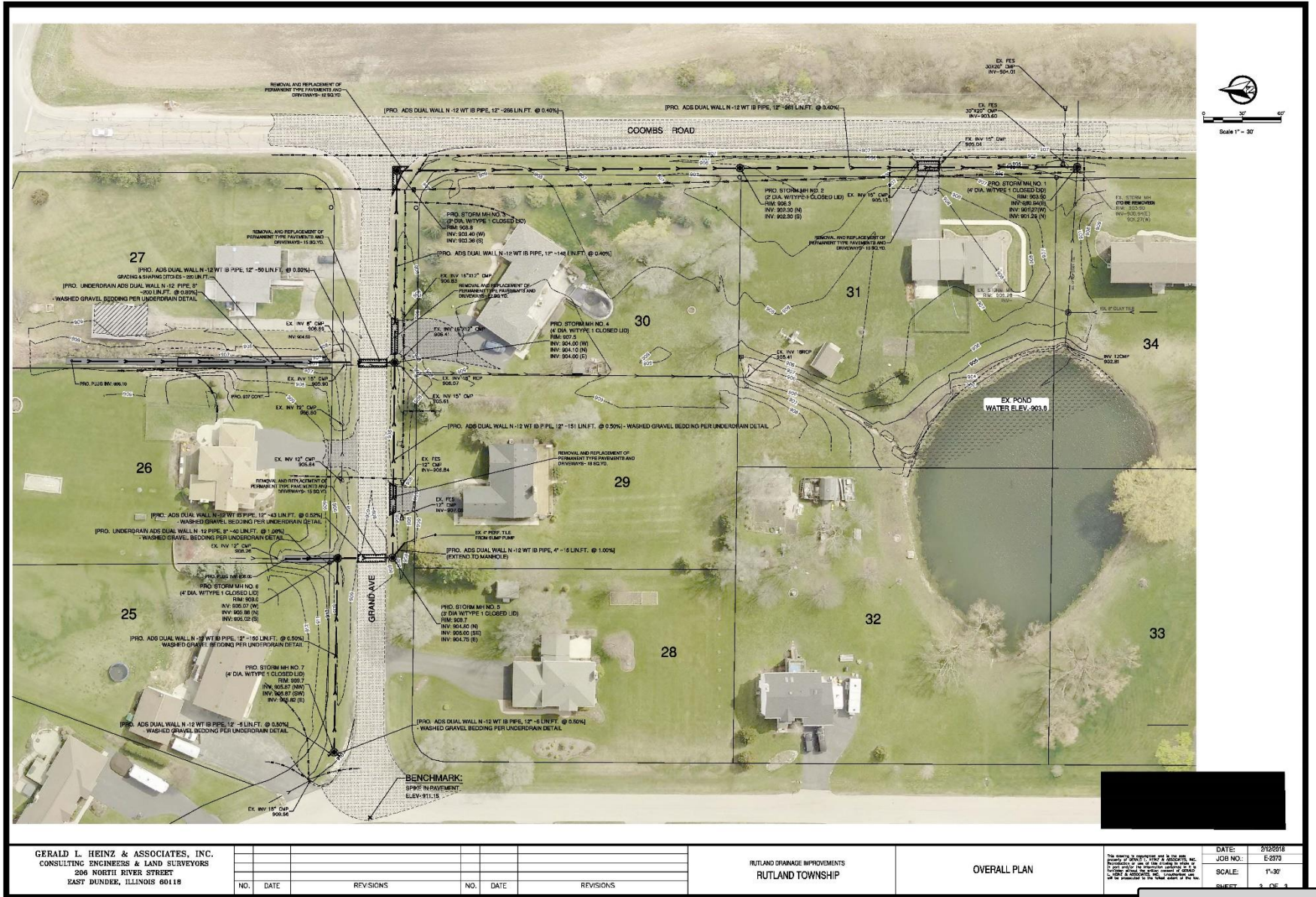
Big Timber Acres Storm Sewer

Rutland Township, Section 35



- ▶ Severe Groundwater Issues,
- ▶ Lack of Low Flow System

Big Timber Acres Storm Sewer



GERALD L. HEINZ & ASSOCIATES, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 206 NORTH RIVER STREET
 EAST DUNDEE, ILLINOIS 60118

NO.	DATE	REVISIONS	NO.	DATE	REVISIONS

RUTLAND DRAINAGE IMPROVEMENTS
 RUTLAND TOWNSHIP

OVERALL PLAN

DATE:	8/12/2018
JOB NO.:	E-2372
SCALE:	1"=30'
SHEET:	3 OF 3

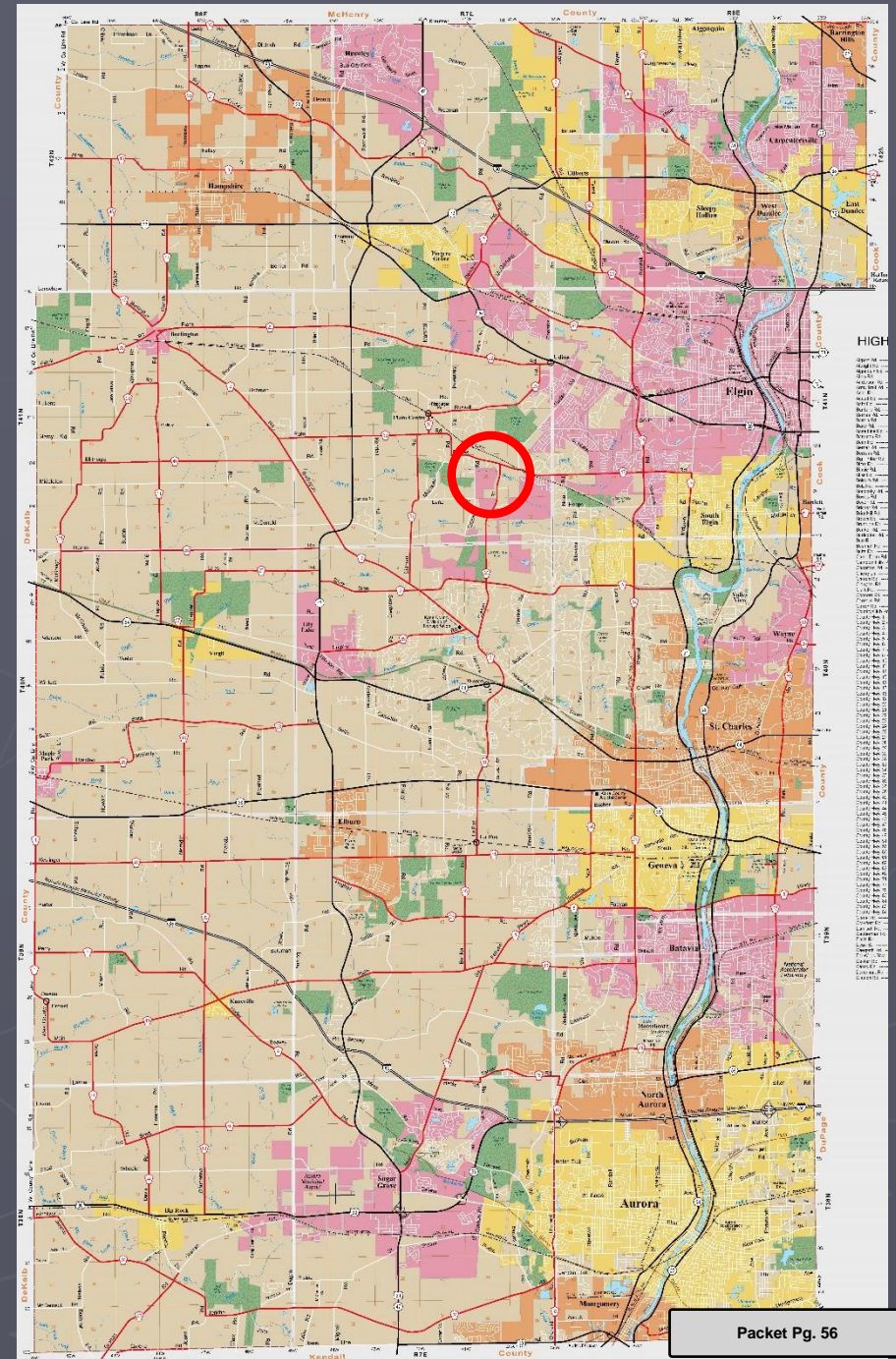
Big Timber Acres Storm Sewer

- ▶ **Total Construction Cost:** **\$115,365.00**
- Rutland Township Road District \$65,000 (57%)
- KC Cost-Share FY-2019 Funds \$50,365 (43%)

- Recommend approval of the Big Timber Acres Storm Sewer Project
- Recommend approval of a contract with Performance Construction

Bowes Bend Outfall Storm Sewer

Plato Township, Section 27



- ▶ Severe Groundwater Issues,
- ▶ Failed Drain Tile in Subdivision

Bowes Bend Outfall Storm Sewer

SUBSURFACE DRAINAGE IMPROVEMENT PLAN BOWES CREEK WOODS FOREST PRESERVE INCLUDING BOWES BEND SUBDIVISION PREPARED FOR KANE COUNTY DEPARTMENT OF WATER RESOURCES SECTION NO. 26 & 27, PLATO TWP., KANE CO., IL.

EXISTING SUBSURFACE AGRICULTURAL
DRAIN TILE INVESTIGATION REPORT

**BOWES CREEK WOODS
FOREST PRESERVE**
FOREST PRESERVE DISTRICT OF KANE COUNTY

OWNER: KANE COUNTY DEPARTMENT OF WATER RESOURCES, PROJECT NO. 6-22-21, CIVIL, 10/17/17
DESIGNER: HULLSTON DRAINAGE MAPPING SYSTEM, 1111 S. MAIN STREET, DECATUR, IL 62521
DATE: 10/17/17

DESCRIPTION CHART NO. 3A:

CHART NO.	TYPE	QUALITY	DATE	BY	REVISION
3A	EXISTING	FIELD	10/17/17	TOM HULLSTON	10/17/17

DESCRIPTION CHART NO. 1F:

CHART NO.	TYPE	QUALITY	DATE	BY	REVISION
1F	PROPOSED	DESIGN	10/17/17	TOM HULLSTON	10/17/17

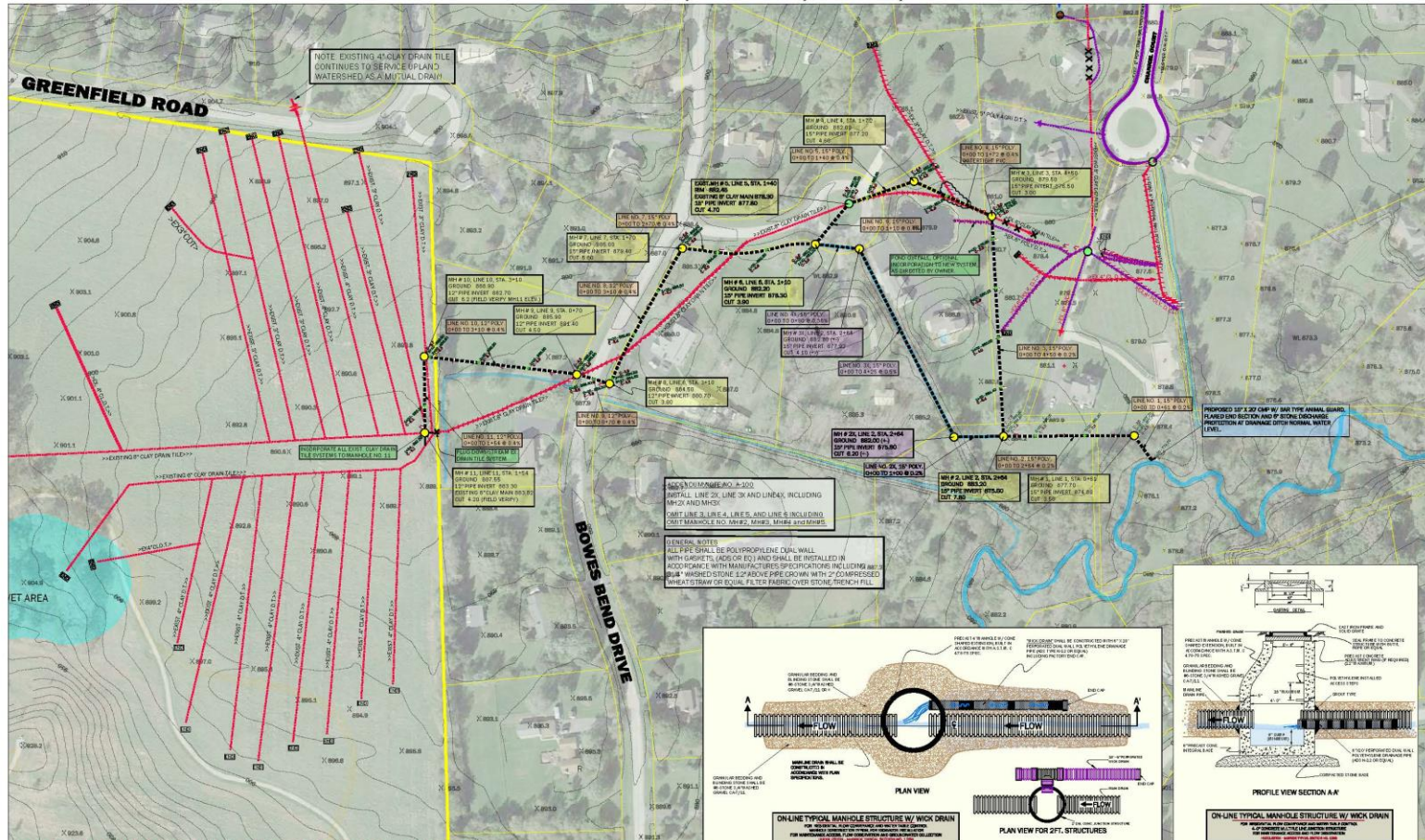


SITE LOCATION
SECTION NO. 26 & 27, PLATO TWP., KANE CO., IL.

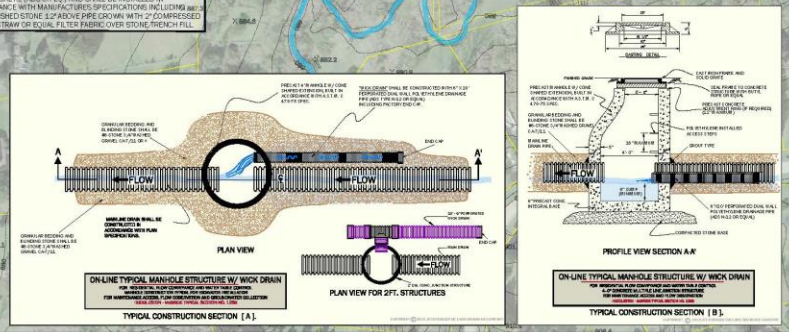
MAP LEGEND:
 - EXISTING SUBSURFACE DRAIN TILES: Red lines with 'X' markers.
 - PROPOSED SUBSURFACE DRAIN TILES: Solid red lines.
 - EXISTING SURFACE DRAINAGE: Yellow lines.
 - PROPOSED SURFACE DRAINAGE: Solid yellow lines.
 - PROPERTY BOUNDARIES: Dashed black lines.
 - ELEVATION SPOTS: 'X' markers with numerical values.

REPORT LEGEND:
 - THIS REPORT IS THE PROPERTY OF HULLSTON DRAINAGE MAPPING SYSTEM. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN.
 - THIS REPORT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.
 - THE USER OF THIS REPORT AGREES TO HOLD HULLSTON DRAINAGE MAPPING SYSTEM HARMLESS FROM ANY AND ALL LIABILITY, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT MAY BE INCURRED BY ANY PARTY AS A RESULT OF THE USE OF THIS REPORT.

SPECIAL NOTES:
 1. ALL PROPOSED DRAIN TILES SHALL BE INSTALLED AT A MINIMUM DEPTH OF 48 INCHES BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
 2. ALL PROPOSED DRAIN TILES SHALL BE INSTALLED AT A MINIMUM SLOPE OF 0.001' PER FOOT UNLESS OTHERWISE SPECIFIED.
 3. ALL PROPOSED DRAIN TILES SHALL BE INSTALLED WITH A MINIMUM COVER OF 18 INCHES UNLESS OTHERWISE SPECIFIED.
 4. ALL PROPOSED DRAIN TILES SHALL BE INSTALLED WITH A MINIMUM COVER OF 18 INCHES UNLESS OTHERWISE SPECIFIED.



PRELIMINARY PLAN FOR BID COST



KANE CO. DEPT. OF WATER RESOURCES
JODIE WOLLNIK, P.E., PROJECT MANAGER
719 BATAVIA AVENUE, GENEVA, IL, 60134

APPROVED BY: **TOM HULLSTON 10/17/17**
 HULLSTON DRAINAGE MAPPING SYSTEM
 DRAWN BY: **TOM HULLSTON 10/17/17**

PROJECT DATE: **10/17/17**
 FIELD FILE NO: **4-12-27**
 SHEET NO.: **4-12-27R3**

METRIC CONDITIONS: **SUNNY / WARM - 35e**
 DRAWING SCALE: **1" TO 300'**
 SHEET NO.: **ONE OF ONE**

41 YEARS OF SERVICE

HULLSTON McBRIDE
 PROFESSIONAL LAND DRAINAGE ADVISORS

BOWES CREEK WOODS FOREST PRESERVE

Packet Pg. 57

M:\1A HUDOCAG HISTORIC ARCHIVES\HUDOCAG HISTORIC TILE ARCHIVE\14 - KANEVA - 12-7\KANE FOREST BOWES14 2273.dwg, Plan Sheet, 6/14/2019 6:44:40 PM, Tom, DWG to PDF.pc3, ARCH full bleed D (36.00 x 24.00 inches), 1:200

Bowes Bend Outfall Storm Sewer

- **Total Construction Cost:** **\$218,000**
- Kane County Cost-Share \$116,720 (55%)
 - Plato Township Highway in kind \$35,000 (16%)
 - Bowes Bend Residents \$58,780 (27%)
 - Kane County Forest Preserve \$7,500 (4%)
-
- Recommend approval of the Bowes Bend Outfall Storm Sewer Project. This approval voids the previous 2018 approval for Bowes Bend
 - Approval is Copenhaver Construction Option 2 portion of bid is contingent on verification of references (total \$116,720.00)
 - Plato Road portion of bid will be constructed upon approval of the SSA

COUNTY OF KANE

KANE COUNTY DIVISION OF
ENVIRONMENTAL & WATER
RESOURCES



County Government Center
719 Batavia Avenue
Geneva, IL 60134
Phone: (630) 232-3497
Fax: (630) 208-3837
e-mail: WollnikJodie@co.kane.il.us
website: <http://www.co.kane.il.us>

Jodie L. Wollnik, P.E., CFM
Director

STAFF RECOMMENDATION

TO: Development Committee
Kane County Board

FROM: Jodie L. Wollnik, P.E.
Water Resources Division

DATE: July 8, 2019

RE: Cost-Share Drainage
Improvement Projects FY-2019

The following report is being submitted in accordance with the Policy and Guidelines for the Allocation and Disbursement of Assistance Funds for Stormwater And Subsurface Drainage Improvements discussed by the Development Committee on December 21, 1993:

1. Project Number: 2019-002
2. Project Location:
 - Windings of Ferson Creek – Harvest Lane Ravine Stabilization – Lots #206 & 207
 - Campton Township – Section 16
 - South of Empire Road, east of the Village of Lily Lake
3. Description of Improvements:
 - Ravine Stabilization
4. Cost:

	<u>Total Project</u>	<u>Percent Share</u>
Total Cost:	\$32,000	100%
• Kane County Water Resources Division	\$16,000	50%
• Windings of Ferson Creek HOA	\$16,000	50%
5. Start Date:
 - Fall 2019
6. Type of Problem(s):

Severe ravine on Harvest Lane in the Windings of Ferson Creek. Work will include removal of timbers and existing CMP culvert and restoration of ravine area with rock.



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Authorizing Contract with Performance Construction for Big Timber Acres Storm Sewer

Committee Flow: County Development Committee, Executive Committee, County Board

Contact: Jodie Wollnik, 630.232.3499

Budget Information:

Was this item budgeted? Yes	Appropriation Amount:\$56,000
If not budgeted, explain funding source:	

Summary:

The Big Timber Acres residents are experiencing drainage issues with long standing water due to cycling of sump pumps. This project will bring a low flow drainage pipe from the Coombs Road outlet to Grand Avenue where the township road district can expand from in the future.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

**AUTHORIZING CONTRACT WITH PERFORMANCE CONSTRUCTION FOR BIG TIMBER
ACRES STORM SEWER**

WHEREAS, bids have been solicited and received by the Purchasing Department for the Big Timber Acres Storm Sewer project; and

WHEREAS, Performance Construction and Engineering, LLC of Plano, IL is the lowest responsible bidder for the project in the amount of One Hundred Fifteen Thousand, Three Hundred Sixty-Five dollars and zero cents (\$115,365.00).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the lowest responsible bid of Performance Construction & Engineering, LLC for the Big Timber Acres Storm Sewer project in the amount of One Hundred Fifteen Thousand, Three Hundred Sixty-Five dollars and zero cents (\$115,365.00) be accepted with the Kane County Cost-Share portion being Fifty-Five Thousand, Four hundred and One dollars and zero cents (\$55,401.00) which includes a ten (10) percent contingency (Rutland Township portion being Sixty-Five Thousand dollars and zero cents with no contingency) be approved pending receipt of the Certificate of Insurance and that the Chairman thereof is hereby authorized to enter into a contract with Performance Construction and Engineering, LLC for the County's portion of the project.

Passed by the Kane County Board on August 6, 2019.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

19-08 Big Timber

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

THERESA DOBERSZTYN, C.P.M., CPPB
Director of Purchasing



719 S. Batavia Avenue, Bldg. A
Geneva, Illinois 60134
Telephone: (630) 232-5929
Fax: (630) 208-5107

INVITATION TO BID

BID NUMBER: 28-019 BIG TIMBER STORM SEWER PROJECT

DATE: JUNE 24, 2019

The County of Kane is seeking experienced and licensed Contractors to provide all materials, equipment and labor for storm sewer improvements and replacements project, located in the Big Timber Acres subdivision in Rutland Township off Coombs Road and Big Timber Roads in Elgin, IL for the Kane County Water Resources Department. This is a Prevailing Wage project.

SUBMITTAL REQUIREMENTS: Submit one (1) original bid response, one (1) paper copy and one (1) electronic copy on CD/Flash Drive in PDF format.

- Signed Offer to Contract Form
- *Bid Submittal check list*
- Contractor Disclosure Statement (Term and Condition – Section 30)
- Certificate of Insurance
- References
- 10% Bid Bond
- Performance and Payment Bond (if awarded)
- Prevailing Wages Apply

SUBMISSION LOCATION:

County of Kane
Purchasing Department, Bldg., A., Rm#210, 212, or 214.
719 S. Batavia Avenue
Geneva, Illinois 60134

SUBMISSION TIME & DATE:

3:00 p.m., CST on Monday, July 8, 2019

Bids received after the submittal time will be rejected and returned unopened to the sender.

CONTACT PERSON:

Tim Keovongsak, CPPB
Buyer III
Telephone: (630) 232-5929

ALL QUESTIONS PERTAINING TO THIS BID AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET, NO LATER THAN 11 A.M., JULY 1, 2019 FAX AND E-MAIL ACCEPTED. FAX questions to (630) 208-5107 or E-mail PURCHASING@CO.KANE.IL.US

Attachment: SPECIAL PROVISIONS – (Pages 1-6) and PLAN SHEET

**INSTRUCTIONS TO BIDDERS
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - BID
TERMS AND CONDITIONS**

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has one hundred twenty (120) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.

The County of Kane reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

GSA Schedule 13 (General Services Administration)
State of Illinois Central Management Services (CMS)
U. S. Communities
National IPA
National Joint Power Alliance (NJPA)

7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency of error, which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.

17. **INDEMNIFICATION.** The Seller shall defend, indemnify and hold harmless the County and the Sheriff and their respective officers, elected officials, agents, servants and employees, from and against all injuries, losses, claims, suits, costs and expenses, including without limitation attorney's fees and litigation expenses, which may accrue against the County or Sheriff as a consequence of granting the Contract.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, elected officials, Agents, servants and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and /or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder. Counsel provided for representation of the County or their respective officers, employees and agents will be chosen by the Kane County State's Attorney's Office, subject to the approval of the Contractor and/or Servicer's and/or Seller. The County may elect to defend against or to join as co-counsel in any claim or lawsuit in which the County or any agent, employee or officer is involved without waiving the defense, indemnification and hold harmless provision set forth herein.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.
19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

21. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
22. **EQUAL EMPLOYMENT OPPORTUNITY.** The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of and in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

23. **PREVAILING WAGE RATES**

WHEREAS, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work. Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://data.illinois.gov/dataset/> Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

CERTIFIED PAYROLL REQUIREMENTS: ([Public Act 94-0515](#))

Effective August 10, 2005 Contractors and Sub-Contractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

**STATEMENT OF WORK
For
BIG TIMBER STORM SEWER PROJECT**

I. OVERVIEW:

The County of Kane is seeking experienced and licensed Contractors to provide all materials, equipment and labor for storm sewer improvements and replacements project, located in the Big Timber Acres subdivision in Rutland Township off Coombs Road and Big Timber Roads in Elgin, IL for the Kane County Water Resources Department. This is a Prevailing Wage project.

II. INTENT OF SPECIFICATIONS:

It is the intent and purpose of these specifications that all labor, transportation, equipment and materials necessary be provided for the completion of all work by the Contractor. The delivery and service shall be complete in all details, including all minor items and accessories or devices necessary for the completion of the Big Timber Acres Storm Sewer Improvement and Replacement Project. Reference to brand names and part numbers are descriptive, but not restrictive, unless otherwise specified, it is understood that the product or service bidder is offering shall meet, exceed, or "equal" the requirements as specified within this bid document.

III. INSTRUCTIONS & REQUIREMENTS:

The Contractor agrees to furnish all labor, materials, and equipment necessary to perform the Work as specified within and as outlined in the Special Provision and Proposed Plan Sheet for the Big Timber Acres Storm Sewer Improvement and Replacement Project. This is a Prevailing Wage project. In additions to the terms and conditions, and general requirements contained within this bid document, Vendors shall reference to the attached **SPECIAL PROVISIONS – Pages 1-6 & Rutland Township Drainage Improvement Plan)** for specifications, additional instructions, and project requirements.

A. SPECIFIED BID ITEMS:

KANE COUNTY – WORK OUTSIDE OF RIGHT OF WAY:

Item	Description	Qty.	UOM
1	8" N-12 Solid Pipe with washed stone bedding	240	LF
2	Clearing, Grubbing and Tree Removal between lot 26 & 27	1	LS
3	Reshape ditch between lots 26 & 27, & fine grading between 25 & 26	1	LS
4	Seed and Blanket between 26 & 27 and 25 & 26	1	LS

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any Contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

24. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.
25. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.
26. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

DEBARMENT AND SUSPENSION. No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County'

Debarment is the process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12 month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

27. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.
- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.
- e) Umbrella Liability:
Aggregate Limits \$5,000,000

Vendor to furnish a copy of the Endorsement showing Kane County as an additional named insured on the General Liability, Auto, and Excess policies. The contractor and all subcontractors shall also list: Huddleston-McBride Drainage Company and Rutland Township and Cesar Lopez and Heather Stevens 39W020 Grand Ave, Trust #8002378018 39W048 Grand Ave Elgin, Kevin and Kimberly Satterfield 39W084 Grand Ave. The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

28. BID DEPOSIT

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than ten (10%) percent of the amount of the Bid, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY TREASURER.**

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

29. EXECUTION OF A PERFORMANCE BOND AND LABOR AND MATERIALS BOND

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price.

30. FAILURE TO FURNISH BOND

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

31. **CONTRACTOR DISCLOSURE**

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval.

For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.

- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:

(a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement.

(b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.

(c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.

(d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.

- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.

- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

32. COMMUNICATION DURING THE PROCUREMENT PROCESS

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all request for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquiries will be collected by the Purchasing Department staff who will then submit the inquires to the Department Head responsible for the procurement. Responses by the Department Head to the inquires will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

33. ILLINOIS NON-APPROPRIATION CLAUSE:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

34. TERMINATION FOR CAUSE:

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute. Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

35. **LITIGATION:**

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

36. **HOLIDAY SCHEDULE: 2019**

Kane County is closed for business on the following holidays: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Spring Holiday (April 19), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day Following Thanksgiving Day and Christmas Day.

37. **COMPLAINT AND DISPUTE RESOLUTIONS:**

The Vendor shall faithfully perform all work as set forth in these specifications for Kane County. If the Vendor fails to faithfully execute their work in accordance with the contract and/or a dispute arises as to the quality and/or quantity of work completed, Kane County reserves the right to withhold authorization for payment of completed work until such time that performance has been improved upon, or the dispute resolved. In instances where a dispute cannot be resolved by the Vendor and the Judiciary Department Office Manager or other appointed designate, the dispute may be resolved by the Kane County Director of Purchasing.

38. **PROPRIETARY INFORMATION**

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a proposal or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

RUTLAND TOWNSHIP ROAD DISTRICT – WORK IN RIGHT OF WAY:

Item	Description	Qty.	UOM
1	12" N-12 Solid Pipe including US and DS connections & washed stone	1069	LF
2	4" N-12 Solid Pipe Sump Connection	15	LF
3	Existing Manhole Removal	1	EA
4	4' Dia. Manhole with Frame and Grate with Wick Drains	4	EA
5	3' Dia. Manhole with Frame and Grate with Wick Drains	2	EA
6	2' Dia. Manhole with Frame and Grate with Wick Drains	1	EA
7	Trench Backfill	100	TON

IV. GENERAL CONDITIONS:

The adherence to all conditions, qualifications, trade requirements, and statement of work of this bid is required. Vendors shall be responsible for the accuracy of all field measurements, dimensions, quantities, equipment and material requirements for site conditions and needs to perform and complete the project. Vendors shall immediately bring to the attention of the owner or project manager if any discrepancies are discovered on site and/or within the scope of work / specifications.

KANE COUNTY'S WATER RESOURCE (JODIE WOLLNIK - 630-232-3499) SHALL BE THE PROJECT MANAGER FOR THE BIG TIMBER ACRES STORM SEWER PROJECT.

A. General Instructions:

Any drawings and general provisions of any subsequent contract, including these General Conditions and the provisions contained in this bid shall apply to any work related hereto commonly referred to as Big Timber Storm Sewer Improvements Project.

B. Demolition and Disposal:

The Contractor shall provide all necessary labor, machinery, tools, apparatus, equipment, and do all of the work necessary for the complete removal and disposal of all waste, rubbish and debris from Kane County premises or project site.

C. Permits and Fees:

The Contractor or their agent shall obtain any and all permits and payment of fees, which may be required by law or ordinance prior to commencing removal or demolition or other work.

D. Damages:

It shall be the responsibility and liability of the Contractor or purchaser to protect all surrounding areas, surfaces, buildings and other property. The Contractor shall promptly repair any damages if they are responsible to its original conditions before damage occurred, including any damages caused to adjacent facilities and utilities by removal or demolition operations or during construction, at no cost to the County.

E. Clean Up:

Clean adjacent structures and improvements of dust, dirt and debris caused by demolition and removal operations as directed by the County or governing authorities. Return adjacent areas to conditions existing prior to the start of work at no expense to the County.

F. Site Inspection:

It is understood that the Contractor before submitting a bid, has visited the site, and has inspected and examined in detail the nature, scope of service, location, character and all of the local conditions affecting the project described herein. No allowance will be made for not being familiar with the general provisions and contract requirements, plans, drawings, building, fixtures, and conditions affecting the work of this project.

G. Quality Assurance:

Installation and materials shall comply with all applicable codes and industry standards.

H. Warranty:

The Contractors shall reference to the special provision for maintenance warranty.

I. Default:

In case of default of the Contractor, the County of Kane may procure the items and services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. By signing this bid document (Offer to Contract Form), the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Revised Statutes, Ch. 38, Par. 33E-1, et seq).

V. BID PRICES

Bid pricing shall be all-inclusive. No additional costs will be paid by the County, which includes but is not limited to disposal fees, administrative charges, permits, fuel charges, delivery charges, freight or handling charges and any other costs (labor, materials and equipment) associated with project completion.

VI. SPECIAL CONDITIONS

A. SITE-VISIT

There is no site bidder's conference scheduled for this project, however bidders may visit the site on their own. All questions should be submitted to the Purchasing Department in writing via fax or e-mail prior to the deadline.

B. BID FORMS

Vendors are required to use only the Kane County "Offer to Contract Form", pages 1-4, to submit a response. Attach all required submittal documents as listed on this bid package and project manual. Vendor shall reference to supplementary conditions under special provision for additional submittal instructions and requirements.

C. AWARD

It is the intention of Kane County to make a single award to the most responsive and responsible bidder providing the lowest pricing meeting the specifications and contract requirements. Kane County reserves the right to add additional parts or services if it is in the best interest of the County to do so and to compare or accept pricing of all known cooperatives available to local government in Illinois and/or to evaluate by but not limited to: bid completeness, cost and compliance with specifications, lead-time and delivery, references, optional cost for warranty, training and ongoing maintenance and upgrades.

VII. RESPONSE INSTRUCTIONS:

One (1) original BID response, marked as "original" one (1) paper copy, (with all submittal requirements), and one (1) PDF electronic copy on CD or Flash Drive shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "28-019 Big Timber Storm Sewer Project" Your bid response may be mailed or hand delivered as follows:

COUNTY OF KANE
Purchasing Department, Building (A), 2nd Fl., Room 210, 212, or 214
719 South Batavia Ave., Geneva, IL 60134
Hours: 8:30 a.m. – 4:30 p.m. CST Monday - Friday

ALL QUESTIONS PERTAINING TO THIS BID SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET, NO LATER THAN 11 A.M., JULY 1, 2019, FAX AND E-MAIL ACCEPTED.

FAX questions to (630) 208-5107 or PURCHASING@CO.KANE.IL.US

**BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.
LATE BIDS CANNOT BE ACCEPTED!**

SPECIAL PROVISIONS

GENERAL

These Special Provisions supplement the Standard Specifications. In case of any conflict the Special Provision shall precede and govern. The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction" (Standard Specifications), adopted Jan. 1, 2012 and the "Supplemental Specifications and Recurring Special Provisions" adopted Jan. 1, 2015.

The County of Kane has a limited amount of funds available to complete this project. Therefore, the Contractor is herein notified that the County of Kane reserves the right to add or delete items and delete sections of the improvements from this Contract as deemed necessary. The aforementioned deletions or additions shall not alter the contract unit prices.

The Contractor shall provide a list of the intended source of materials and the intended Subcontractors to be used for the project. THE COUNTY OF KANE SHALL APPROVE ALL SUB-CONTRACTORS TO BE USED ON THE PROJECT AND RESERVES THE RIGHT TO REJECT THE USE OF ANY SUBCONTRACTOR DUE TO PAST PERFORMANCE or THE APPARENT INABILITY TO PROPERLY PERFORM THE WORK REQUIRED.

All work on this project is to be completed 90 days after the Notice to Proceed is issued. Should the Contractor fail to obtain any of the milestone completion dates within the time stipulated or within such extended time as may have been allowed, the Contractor shall be liable to the County of Kane in the amount of \$1000 per calendar day. This is not as a penalty but rather liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed.

Payments will be made to the Contractor on a monthly basis and in accordance with the work completed. Lien waivers will be required from the Contractor before final contract payment will be made by the County. Ten percent retainage will be withheld from each pay estimate due to the Contractor until substantial completion. After substantial completion, the Contractor may request a reduction in the retainage to 5%. The County, at its discretion, may decrease the retainage to 5% or maintain the retainage at 10% depending upon the work remaining and punchlist items required for contract completion.

From the date of final payment, the County of Kane shall have a one-year maintenance warranty on all work under this Contract. The Contractor shall secure a maintenance bond for this purpose for 10% of the awarded Contract amount or request that the County hold the retainage from the final payment (minimum of 5%) for the 1 year period. Rutland Township Road District will be patching the road and landscaping the right of way. Rutland Township will landscape their right of way so the bid for landscaping will only include areas outside of the right of way. Where final grading and restoration will be done by the township, the Contractor shall be responsible to restore existing grades and rough grading of the site to allow proper drainage until the landscaping can be completed. Any previously disturbed areas where settlement occurs during the contract maintenance period shall be repaired by the contractor. No additional compensation will be allowed for this work, within the one (1) year warranty period.

Construction activities shall be limited to the hours between 7:00 a.m. and 5:00 p.m. each working day. No work is to be performed on Sunday and holidays observed in the State of Illinois. However, work may be performed on Saturdays if allowed by the Engineer. A forty-eight hour written notice must be submitted and approved. A work-schedule for the day must also be submitted for approval along with the intended start-time and stop-time. **Any day that work is not allowed heavy equipment shall NOT be started, cleaned, serviced, removed from or dropped off on the job site.**

The Contractor shall designate, at the Preconstruction conference, the employee to be assigned as Project Superintendent. The Project Superintendent, at the time of the pre-construction meeting shall supply the County of Kane with two telephone numbers by which he or she can be contacted in cases of emergency or when otherwise necessary. The Project Superintendent shall be required to assume the responsibility for general supervision of the Contractor and Subcontractors' operations. THE COUNTY OF KANE RESERVES THE RIGHT TO REJECT ANY PROJECT SUPERINTENDENT, FOREMAN OR OTHER DUE TO PAST PERFORMANCE, CONFLICTS OF THE INABILITY TO PROPERLY PERFORM THE WORK REQUIRED. The Project Superintendent and the Engineer shall work together to properly control and complete the work for the proposed improvements. The Engineer shall be provided 72 hours' notice of all work items requiring inspection or verification of layout. The Engineer will mark all pay items slated for removal & replacement prior to their removal, and shall be called by contractor for inspection and approval of same before it is replaced. No payment will be made for any item of work, which has not been field measured, marked, inspected and approved by the Engineer. No additional payment will be made for removal and/or replacement beyond field markings or the limits shown on the plans, unless specifically authorized by the Engineer.

Any increase or decrease of any quantity in this contract will be done so at the unit price of that item. If an increase in any quantity will cause the Contractor not to be able to finish the project within the previously specified timeframe additional time will be allowed by the Engineer. However, this additional time will only be allowed to complete the additional work, unless the additional work becomes a controlling item of another item in the contract.

Rutland Township Road District will haul excess material for the project, however stone must be hauled in by the Contractor. Please contact them if you have any further questions. Any other material that needs to be removed shall become the property of the Contractor and shall be his responsibility to remove from the site. The disposal of waste material shall be made at a site that complies with the regulations of the Illinois Environmental Protection Agency and in accordance with Public Act 96-1416, if applicable. The Contractor shall comply with the applicable rules and guidelines governing removal of material.

All excess excavated material shall be removed from the site and disposed of in accordance with all laws and regulations including Public Act 96-1416.

The Contractor shall verify all measurements and identify materials and other conditions affecting the work before proceeding with the work. All required permits and fees for the project shall be the responsibility of the Contractor and shall be satisfactorily obtained by the contractor so as not to cause any delay to the project.

LOCATION OF IMPROVEMENTS

The project is located in the Big Timber Acres subdivision in Rutland Township off Coombs Road and Big Timber Roads in Elgin, IL.

CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

In addition to listing Kane County as additional insured as per the Instruction to Contractors, the contractor and all subcontractors shall also list: Huddleston-McBride Drainage Company and Rutland Township and Cesar Lopez and Heather Stevens 39W020 Grand Ave, Trust #8002378018 39W048 Grand Ave Elgin, Kevin and Kimberly Satterfield 39W084 Grand Ave.

SP-1 INCIDENTAL CONSTRUCTION

The Contractor shall perform all work indicated or implied in the Contract Documents. All work not specified, but required to complete the project in a satisfactory manner, shall be performed by the Contractor. All items of work not listed in the Bid Items shall be considered as incidental work to the Contract and no additional compensation will be allowed.

SP-2 CONSTRUCTION LIMITS

The Contractor shall confine his operations within the Right of Way of Grand Avenue and the 20' wide drainage easement between lots 26 and 27. Any damage outside of the limits described above shall be repaired at the Contractor's expense. Special care shall be taken to locate the wells and septic systems on the individual properties. No vehicles or traffic shall be allowed in these areas.

SP-3 ACCESS

Access to the site other than the approved route shall be by written agreement with the landowner. Any fencing removal required for access shall be replaced in kind at no additional compensation. Contractor vehicles and equipment and supplies shall be stored at staging areas identified by the Township. Any damage resulting from the moving of equipment or materials shall be the sole responsibility of the Contractor. The Contractor shall not block traffic on public rights of way and shall provide appropriate IDOT and KDOT signage for vehicles entering and leaving the site. Public roadways shall be kept free of debris and posted weight limits respected.

SP-4 ROAD AND DRIVEWAY CLOSURE NOTIFICATION

The Contractor shall not close any road or driveway without prior notification and consent of the County and shall provide at least twenty-four (24) hours' notice to the affected motorists, residents, and businesses. Any road or driveway closed during working hours, in the event of an emergency the Contractor shall provide immediate access to closed driveways, roads or traffic lanes.

SP-5 TRAFFIC CONTROL AND PROTECTION AND PUBLIC CONVENIENCE AND SAFETY

In addition to the requirements of Article 107.09 of the Standard Specifications, the CONTRACTOR shall maintain entrances to the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. Any delays or inconveniences caused the CONTRACTOR by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

The CONTRACTOR shall ensure that all barricades will be removed from the pavement during non-work hours. During all construction operations, the CONTRACTOR will be required to provide, erect and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control.

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

The CONTRACTOR will be required to provide all warning signs, barricades, traffic cones, flagmen and other appurtenances as the ENGINEER deems necessary to guarantee the safety of motorists and pedestrians during construction.

All labor, materials, and equipment required to satisfy the conditions stated herein shall be considered as included in the contract bid prices and no extra compensation will be allowed.

The CONTRACTOR shall attempt to stage construction so that there are no open excavations left overnight. If open excavation is necessary, proper fencing and signage shall be erected to guarantee the safety of residents.

Rutland Township Road District will provided flaggers as needed. Traffic Control and Protection shall be incidental to the contract.

SP-6 STREET CLEANING

Special attention shall be paid to Section 107.15 of the Standard Specifications. If the CONTRACTOR fails to clean the pavement adjacent to the section under construction to the satisfaction of the ENGINEER at any time during the contract, the ENGINEER will notify the CONTRACTOR at which time the CONTRACTOR will have 4 hours to respond. If the CONTRACTOR fails to respond within 4 hours, an amount of \$500.00 per incident will be deducted from any monies due the CONTRACTOR. The requirements to satisfy the conditions stated herein shall be considered as included in the contract bid prices and no extra compensation will be allowed. Sweeping, watering and dust control are considered incidental to the contract.

SP-7 MAINTENANCE OF EXISTING UTILITIES

The Contractor is responsible for interference with or damage to any existing utilities such as water mains, sewers, gas mains, cable, conduit, etc. and shall repair or replace the same at his own expense. The Contractor shall contact JULIE to mark the location of underground utilities 48 hours prior to commencing the work. At the end of each working day, the Contractor shall insure that positive drainage is maintained and existing drainage systems are functional until the new system is operational. The requirements to satisfy the conditions stated herein shall be considered as included in the contract bid prices and no extra compensation will be allowed. The County shall be responsible for the cost of relocating existing utilities. In the event of conflicts between the existing and proposed utilities, the contractor shall notify the ENGINEER of the conflict.

SP-8 DISPOSAL OF MATERIAL

The CONTRACTOR shall work with Rutland Township Road District for the dispose of all surplus, unstable and unsuitable materials and organic waste as directed by the ENGINEER, including but not limited to stone, concrete, logs, brush, wood chips, and other clearing debris, in such a manner that public or private property will not be damaged or endangered. All construction and demolition debris not coordinated with Rutland Township Road District for their removal shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal solid waste disposal laws and regulations and solid waste determinations of the IEPA. Disposal of all material shall be considered incidental to the contract.

SP-9 MOBILIZATION

Shall consist of the work necessary to move equipment and personnel to the project site for the establishment of temporary facilities necessary for the project and operations. Mobilization is considered to be incidental to the bid prices and no extra compensation is allowed.

SP-10 TREE AND BUSH TRIMMING, BUSH/SMALL TREE REMOVAL

Tree and brush removal as well as clearing and grubbing, and tree trimming shall be included in the lump sum item for Clearing, grubbing and tree trimming and removal.

SP-11 PAVEMENT REMOVAL

This work shall consist of all materials, labor, sawcutting, and equipment necessary to remove and dispose of pavement and driveway materials as shown on the plans and encountered in the field. Pavement crossings shall be brought up to grade with stone to match existing pavement. The Rutland Township Road District will be providing new culvert piping for the driveways and patching the pavement. This work shall be considered incidental to the installation of the pipes.

SP-12 N-12 PIPE WITH WATER-TIGHT GASKETS

This work shall consist of installation of new pipe with connections to the existing drain tile as described on the plans. The price shall include all labor and materials including the pipe, wye and tee connections, non-shear couplings, washed gravel bedding as shown on the plan sheet. Excess material shall be hauled from the site in coordination with Rutland Township Road District. This work shall be paid for at the contract unit price per linear foot of pipe installed.

SP-13 CATCHBASINS or MANHOLES

This work shall consist of constructing manholes, together with the necessary cast iron frames and lids, in accordance with Section 602 of the STANDARD SPECIFICATIONS, except as specified herein. All MANHOLES AND CATCH BASINS shall have a frame and grate or lid (casting). Castings shall not be paid for separately, but shall be incidental to the contract unit price per each for CATCH BASINS or MANHOLES, of the size specified. All excess material shall hauled from the site unless the homeowner agrees to allow it to be leveled in place and shall be considered incidental to the contract price for CATCH BASINS or MANHOLES.

This work shall be paid for at the contract unit price per each for CATCH BASINS or MANHOLES, of the type and size specified, together with the specified frames and grates or lids.

SP-15 TRENCH BACKFILL

This work shall conform to Section 550.04 of the Standard Specifications, except as modified herein or on the plans. Trench Backfill shall be utilized within 2' of pavement and shall be compacted per the requirements of 550.04 and the Standards for Sewer and Watermain Construction (latest edition). All excess material shall be removed and disposed of in accordance with Article 202.03 and shall be considered incidental to the price of the pipe. All labor, material and equipment shall be included in the unit price cost for the pipe or culvert installed. Quantity shall be in accordance with the Standards for Sewer and Watermain Construction calculation and shall be incidental to the price of the pipe or culvert installed.

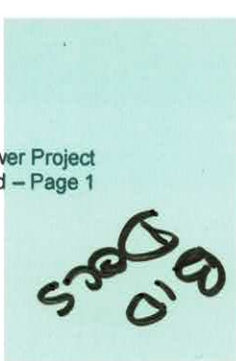
SP-16 FINAL GRADING AND SEEDING

This work shall conform to the Standard Specifications for Road and Bridge Construction, except as modified herein or on the plans.

The trench shall be backfilled, leveled and excess material hauled from the site. The disturbed area shall be leveled and graded and stabilized in such a manner that will allow Rutland Township Road District to complete the fine grading in the right of way. The final grading is incidental to the contract. Outside of the right of way, the fine grading and reshaping of the ditch between 26 & 27 shall be bid as lump sum with seeding and blanket on the bid form as a separate lump sum bid item.

SP-17 SILT FENCE AND EROSION CONTROL

This work shall conform to Kane-DuPage Soil and Water Conservation District and NRCS Standards Details. The silt fence shall be maintained until a sufficient stand of grass is achieved as confirmed by the engineer. The contractor shall be responsible for removal of the silt fence upon stabilization. All labor, materials and equipment necessary to install, maintain and remove the soil erosion and sediment control measures shall be per linear foot of silt fence.



BID BOND:

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than ten (10%) percent of the amount of the Bid, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY TREASURER**.

The amount of the check, draft or bond is 10% of \$150,000 (\$ 15,000.00).

Attach Bank Draft, Bank Cashier's Check, Certified Check or Bid Bond Here.

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

SURETY: I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

REFERENCES

**BIG TIMBER STORM SEWER PROJECT
For
KANE COUNTY BOARD, Geneva, Illinois**

List below businesses or other organizations for which you have provided comparable services within the last three years: **SEE ATTACHED REFERNCES**

Offeror's Name: Performance Construction & Engineering, LLC

1. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

2. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

3. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

4. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

Job References

Offeror's Name: Performance Construction and Engineering, LLC

1. City of Aurora
44 E. Downer Place
Aurora IL.
(630)256-3200
Contact: Jason Bauer
Project Date: August, 2015
Project Name: Redwood Dr. Water Main
Project Cost: \$440,000

2. Baxter and Woodman
1788 Sycamore Road
Dekalb, IL. 60115
(815)459-1260
Contact: James Sparber
Project Date: October 2015 - April 2016
Project Name: Hillcrest Sanitary Sewer
Project Cost: \$1.3 million

3. McClure Engineering
2728 Grand Ave
Waukegan IL. 60085
(847)336-7100
Contact: Harland Doland
Project Date: June 2016 – August 2016
Project Name: Arlington Heights, 2016 Water
Main
Improvements
Project Cost: \$1,000,000

4. City of Plano
(630)552-2000
Contact: John McGinnis
Project Date: August 2016 – September 2016
Project Name: 2016 Sanitary Sewer
Improvements
Project Cost: \$150,000

5. Engineering Enterprises
52 Wheeler Rd
Sugar Grove IL. 60554
(630)466-6700
Contact: Dave Burroughs
Project Date: October-November 2016
Project Name: City of Elburn 2016 Water
Main
Improvements
Project Cost: \$170,000

6. Village of Bollingbrook
375 W. Briarcliff Rd.
Bollingbrook, IL. 60440
(630)226-8851
Contact: Tom Pawlowicz, Village Engineers
Project Date: October-Current
Project Name: Fire Station #3 Improvements
2016
Project Cost: \$240,000

7. Engineering Solution Team
4925 Forest Ave
Downers Grove, IL. 60515
(630)796-2064
Contact: Ed Kalina, P.E
Project Date: October-November
Project Name: Bolingbrook Fire Station
Project Cost: \$239,000.00

8. Rempe-Sharpe Consulting Engineers
324 W. State St.
Geneva, IL. 60134
(630)232-0827
Contact: Dan Watson, P.E Principal
Project Date: January - March 2017
Project Name: Village of Winfield, 2016
Water and Sewer
Project Cost: \$308,000

9. Village of Elburn
301 th St.
Elburn, IL. 60119
Contact: Dave Burroughs
(630)466-6700
Project Date: March – April 2017
Project Name: NW Storm Sewer
Improvements
Project Cost: \$225,000

10. Village of Hoffman Estates
1900 Hassell Rd
Hoffman Estates, IL. 60169
(815)482-9261
Contact: Eric Muraskas
Project Name: Sanitary Manhole Replacement
Project Cost: \$315,000

11. Village of Glendale Heights
300 Civic Center Plaza
Glendale Heights, IL. 60139
Contact: Jeff McCumber, Utilities Division
Manager
(630) 909-5150
Project Date: March 2017 – April 2017
Project Name: Sewer Lining and Repair in
Glendale Heights
Project Cost: \$225,000

12. Village of Arlington Heights
33 S. Arlington Heights Rd. 60005
Contact: Jeff Musinski, Superintendent of
Utilities
(847)368-5806
Project Date: May 2017 – Dec 2017
Project Name: 2017 Water System
Improvement
Project Cost: \$1.45million

13. Fox Metro Water Reclamation
230 Woodlawn Ave, Aurora IL. 60506
Contact: John Frerich (630) 897-4651
Project Date: August 2017
Project Name: Moecherville Sanitary Sewer
Repairs
Project Cost: \$333,000

14. US Army Corp. of Engineers
88th RSC Col. P. Schulstad Reserve Center
1515 W. Central Road
Arlington Heights, IL 60005
Contact: Mark Simpson, RB Construction
Company
(618)974-9624
Project Date: September 13, 2017
Project Name: USACE Arlington Heights IL
Water Line Replacement Project
Project Cost: \$462,000.00

15. City of Batavia
100 N. Island Avenue
Batavia, IL 60510
City Contact: Timothy Grimm, P.E.
Eng Contact: Dennis Debros, P.E.
Baxter Woodman
(708)478-2090
Project Date: June 2018-Sept 2018
Project Name: 2018 Ward 1 STSW
Reconstruction
Project Cost: \$1.4 Million

16. Village of Crestwood
13840 S. Cicero Avenue
Crestwood, IL 60418
(708) 371-4800
Eng Contact: Arlan Schattke
Farnsworth Group
(708) 326-4000
Project Date: March 2018-July 2018
Project Name: E. Playfield Sanitary Sewer
Replacement
Project Cost: \$148,800

17. Village of Crestwood
13840 S. Cicero Avenue
Crestwood, IL 60418
(708) 371-4800
Eng Contact: Jose Raya
Farnsworth Group
(708) 326-4000
Project Date: Oct 2018-Present
Project Name: Crestwood Phase 1 Storm
Rehabilitation
Project Cost: \$568,800

18. College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
(630) 942-4063
Donald Inman
Senior Project Manager
Project Date: May 2017
Project Name: COD Repairs
Project Cost: \$51,000.00

19. McHenry County College
18410 US Highway 14
Woodstock, IL 60098
(815) 455-8564
Todd Wheeland
Executive Director of Facilities
Project Date: February 2018
Project Name: Water Service Ext & Booster
Station
Project Cost: \$668,866.00

20. Union School District 81
1661 Cherry Hill Road
Joliet, IL 60433
Ronald McGrath
Trai Architecture Engineer
(630) 455-4500
Project Date: February 2019
Project Name: 2018 Site Drainage
Renovations Project-18-026
Project Cost: \$93,700.00

21. Village of Bartlett
228 S. Main Street
Bartlett, IL 60103
Contact: Eric Johnson, Rempe-Sharpe
(630)232-0827
Project Date: November 2018
Project Name: Villa Olivia Watermain &
Sanitary Project
Project Cost: \$567,500.00
22. City of Aurora
44 E. Downer Place
Aurora, IL 60505
Contact: Mark Phipps, City of Aurora
(630)256-4636
Project Date: March 2018
Project Name: Demolition of 822 Kane St
Demolition Project
Project Cost: \$ 24,980.00
23. City of Aurora
44 E. Downer Place
Aurora, IL 60505
Contact: Mark Phipps
(630)256-4636
Project Date: March 2018
Project Name: Demolition of 104 and 108
Woodlawn Avenue
Project Cost: \$51,910.00
24. City of Aurora
44 E. Downer Place
Aurora, IL 60505
Contact: Kurt Muth
(630)256-4636
Project Date: March 2018
Project Name: 77 S. Broadway Ave
Parking Structure Demolition
Project Cost: \$608,000.00
25. City of Batavia
100 N. Island Avenue
Batavia, IL 60510
City Contact: Timothy Grimm, P.E.
Eng Contact: Dennis Debros, P.E.
Baxter Woodman
(708)478-2090
Project Date: May 2019
Project Name: Ward 1 Phase 2 STSW
Reconstruction
Project Cost: \$1,312,466.00

**KANE COUNTY and RUTLAND TOWNSHIP ROAD DISTRICT
OFFER TO CONTRACT FORM
For
28-019 BIG TIMBER STORM SEWER PROJECT**

Bid Due Date & Time: 3:00 p.m., CST on Monday, July 8, 2019

To: County of Kane (Purchasing Department)
Kane County Government Center, Building (A) Room 210, 212, or 214
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: Performance Construction & Engineering, LLC

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish and delivery of materials, products, equipment, and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.*
 1. *the Vendor has examined the Contractor Disclosure (Section 31) of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
 - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, Special Provisions, Plan Sheet, and the following addenda:
No.____, No.____, No.____, No.____, (Contractor to acknowledge addenda here).
 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Contractor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.
 - D. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project.

BID

III. BID PRICES:

The Contractor agrees to furnish all labor, materials, and equipment necessary to perform the Work as specified within and as outlined in the Special Provision and Proposed Plan Sheet for the Big Timber Storm Sewer Improvements Project. This is a Prevailing Wage project. The lowest bid will be based upon the sum of the Kane County and Plato bids. The project will be awarded as one project however, the Contractor will be contracting and billing separately.

A. SCHEDULE OF PRICES – SCHEDULE OF PRICES – KANE COUNTY – WORK OUTSIDE OF RIGHT OF WAY:

Item	Description			Unit Cost	Extended Cost
1	8" N-12 Solid Pipe with washed stone bedding	240	LF	50.00	12,000.00
2	Clearing, Grubbing and Tree Removal between lot 26 & 27	1	LS	5,000.00	5,000.00
3	Reshape ditch between lots 26 & 27, & fine grading between 25 & 26	1	LS	4,500.00	4,500.00
4	Seed and Blanket between 26 & 27 and 25 & 26	1	LS	8,000.00	8,000.00
TOTAL KANE COUNTY BID					29,500.00

B. SCHEDULE OF PRICES – RUTLAND TOWNSHIP ROAD DISTRICT – WORK IN RIGHT OF WAY:

Item	Description			Unit Cost	Extended Cost
1	12" N-12 Solid Pipe including US and DS connections with washed stone	1069	LF	60.00	64,140.00
2	4" N-12 Solid Pipe Sump Connection	15	LF	45.00	675.00
3	Existing Manhole Removal	1	EA	550.00	550.00
4	4' Dia. Manhole with Frame and Grate with Wick Drains	4	EA	2,800.00	11,200.00
5	3' Dia. Manhole with Frame and Grate with Wick Drains	2	EA	2,500.00	5,000.00
6	2' Dia. Manhole with Frame and Grate with Wick Drains	1	EA	1,800.00	1,800.00
7	Trench Backfill	100	TON	25.00	2,500.00
TOTAL RUTLAND TOWNSHIP BID					85,865.00

C. TOTAL LUMP SUM BID AMOUNT:

FOR A TOTAL COST OF: \$ 115,365.00

One hundred fifteen thousand three hundred sixty five Dollars

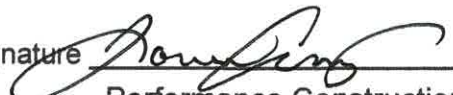
E. PROJECT TIMEFRAME:

The Undersigned attests that he is able to perform the Work of the Contract within the parameters of the following construction timeframe, and furthers agrees to adhere to that schedule as a provision of the Contract Agreement.

1. The Work shall be substantially completed within 90 days of the Notice to Proceed

Additional Comments:

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE SHALL SIGN THIS SECTION.**

Signature  Typed Signature Lonnie Avery
Company Performance Construction & Engineering, LLC
Address/City/State 217 W. John Street, Plano, IL 60545
Phone # (630) 273-2693 Fax # (866) 636-1301
Federal I.D./Social Security # 47-3784921 Date 07/08/2019

ACCEPTANCE

The Offer is hereby accepted for **BIG TIMBER STORM SEWER PROJECT**

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **28-019**. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Date

Award Amount

Jay Schultz
Rutland Township Road District
Elgin, Illinois

Date

Award Amount

REQUIRED CONTACT INFORMATION

Vendor shall provide following contact information.

Customer Service/General Information: Ph: (630) 273-2693

To place an order: Name: Lonnie Avery

Ph: (630) 918-1237 Fax: (866) 636-1301

E-mail: lonnie6272@gmail.com

Billing & Invoicing question:

Name: Carole Parnell

Ph: (630) 273-2693

E-mail: cparnellpce@gmail.com

Operation: Supervisor

Name: Dale Goldsboro

Ph: (815) 693-0403

E-mail: dgoldsbopce@gmail.com

24-hours answering service:

Ph: (815) 693-0403

BID SUBMITTAL CHECK LIST

The undersigned Vendor acknowledged and verified that all required documents, statements and all certificates meeting County's requirements are included in their bid response. Vendor shall check the following required submittal items checklist to assure the completeness and in order for assembling of their bid response.

: SIGNED BID OFFER TO CONTRACT FORM (pages 1-4)

: CONTRACTOR DISCLOSURE STATEMENT (See attached sample)

: CERTIFICATE OF INSURANCE (See attached sample)

: REFERENCES & CONTACT INFORMATION

: BID BOND (10%)

: ONE (1) ORIGINAL BID, ONE (1) PAPER COPY AND ONE (1) ELECTRONIC BID COPY (save as PDF on a CD or Flash Drive)

Vendor/Agency: Performance Construction & Engineering, LLC

Address/City/State: 217 W. John Street, Plano, IL 60545

Phone # (630) 273-2693 Fax # (866) 636-1301



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60604	CONTACT NAME: PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No): 630-468-5696 E-MAIL ADDRESS: CSUConstruction@hubinternational.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Westfield Companies</td> <td>24112</td> </tr> <tr> <td>INSURER B :</td> <td>Accident Fund Insurance Company of America</td> <td>10166</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Westfield Companies	24112	INSURER B :	Accident Fund Insurance Company of America	10166	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED PERFCO-05 Performance Construction & Engineering, LLC 217 W. John Street Plano IL 60545																					

COVERAGES **CERTIFICATE NUMBER:** 1941951650 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU COV INCL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TRA 013454R	2/1/2019	2/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	TRA 013454R	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0			TRA 013454R	2/1/2019	2/1/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
							FOLLOWS FORM	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6182158	2/1/2019	2/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
A	Leased & Rented Equip Contractors' Equipment			TRA 013454R	2/1/2019	2/1/2020	Limit/Deductible SEE BELOW:	\$300,000/\$5,000 \$5,000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Bid# 28-019; Big Timber Storm Sewer Project

The County of Kane is included as an additional insured under General Liability (per CG 2010 & 2037), when agreed in a written contract, subject to policy terms, conditions, and exclusions. A waiver of subrogation applies under General Liability, Automobile Liability, & Worker's Compensation in favor of the additional insured's listed, when agreed in a written contract, subject to policy terms, conditions, and exclusions. Umbrella follows form.

Ken Corbin is excluded from the Workers Compensation Liability

CERTIFICATE HOLDER County of Kane 719 S. Batavia Ave Building A Geneva IL 60134	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: SEE WORDING BELOW
Location And Description of Completed Operations: ANY PERSONS OR ORGANIZATIONS WHEN YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSONS OR ORGANIZATIONS BE ADDED AS AN ADDITIONAL INSURED.
Additional Premium: INCL

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSONS OR ORGANIZATIONS WHEN YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSONS OR ORGANIZATIONS BE ADDED AS AN ADDITIONAL INSURED.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in

connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A Statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
<div data-bbox="279 659 1341 802" style="border: 1px solid black; width: 65%; margin: 0 auto; padding: 10px 0;">SAMPLE</div>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who is an Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

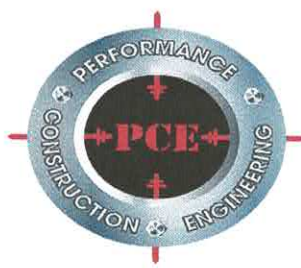
Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)



PERFORMANCE CONSTRUCTION & ENGINEERING, LLC

217 W. John Street

Plano, IL 60545

(630) 273-2693

lonnie6272@gmail.com

July 8, 2019

As of July 8, 2019, Performance Construction & Engineering, LLC, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners with at least 5% holdings in Performance Construction & Engineering, LLC:

Lonnie Avery 1000 Independence Blvd. Yorkville, IL 60560	67%
--	-----

K. Paul Corbin 1201 Sunset Yorkville, IL 60560	33%
--	-----



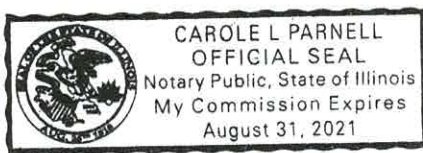
Officer / Title **President**

July 8, 2019
Date

Subscribed and Sworn this 8th day of July, 2019



Notary Public





AIA[®] Document A310[™] – 1970



Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Performance Construction & Engineering, LLC**
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **North American Specialty Insurance Company**
(Here insert full name and address or legal title of Surety)


a corporation duly organized under the laws of the State of **New Hampshire**
as Surety, hereinafter called the Surety, are held and firmly bound unto **Kane County, IL**
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **TEN PERCENT OF AMOUNT BID**
Dollars (\$ **10%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **28-019 Big Timber Storm Sewer**
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the
prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal
to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed
the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good
faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

Signed and sealed this **8th** day of **July, 2019**

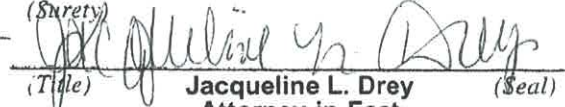

(Witness)

Performance Construction & Engineering, LLC
(Principal) (Seal)


(Title) **PRESIDENT**


(Witness)

North American Specialty Insurance Company
(Surety)


(Title) **Jacqueline L. Drey** (Seal)
Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

DAVID A. DOMINIANI, JOAN LEU, MAURA P. KELLY, SHARON K. MURRAY, JACQUELINE L. DREY and DUSTIN COOPER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company: and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By [Signature] Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of April, 2018.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 17th day of April, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of July, 2019.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

BID 28-019 Big Timber Storm Sewer

Opening Tabulation

Monday, July 8, 2019 @ 3 p.m.

VENDORS	BASE BIDS			Bid Submittals		
	Section A - Total Cost: KC Work Outside Right of Way	Section B - Total Cost: Rutland Township District	TOTAL LUMP SUM (Sections A&B)	Bid Signature	COI & Disclosure Statement	Bid Bond
Copenhaver Construction, Inc 75 Koppie Drive, Gilberts, IL 60136	\$31,360.00	\$103,543.00	\$134,903.00	X	XX	X
Martam Construction, Inc. 1200 Gasket Drive, Elgin, IL 60120	\$45,520.00	\$107,999.00	\$153,519.00	X	X	X
Performance Construction & Engineering, LLC 217 W. John Street, Plano, IL 60545	\$29,500.00	\$85,865.00	\$115,365.00	X	XX	X
DiMeo Bros Inc. 720 Richard Lane, Elk Grove Village, IL 60007	\$28,000.00	\$116,870.00	\$144,870.00	X	XX	X
V3 Construction Group, Ltd. 7325 Janes Avenue, Woodridge, IL 60517	\$53,100.00	\$161,945.00	\$215,045.00	X	XX	X

Bid Opening Attendees:

Jairo Gomez - LMCC Laborer's Union

James Boll - Copenhaver Construction, Inc.

Chris Mack - V3 Companies

Jean Kutrovatz - Martam Construction, Inc.

Theresa Dobersztyn - Kane County

Maria Calamia - Kane County

COUNTY OF KANE

KANE COUNTY DIVISION OF
ENVIRONMENTAL & WATER
RESOURCES



County Government Center
719 Batavia Avenue
Geneva, IL 60134
Phone: (630) 232-3497
Fax: (630) 208-3837
website: <http://www.co.kane.il.us>

Jodie L. Wollnik
Director

STAFF RECOMMENDATION

TO: Development Committee
Kane County Board

FROM: Jodie L. Wollnik, P.E.
Water Resources Division

DATE: July 9, 2019

RE: Cost-Share Drainage
Improvement Projects FY-2019

The following report is being submitted in accordance with the Policy and Guidelines for the Allocation and Disbursement of Assistance Funds for Stormwater and Subsurface Drainage Improvements discussed by the Development Committee on December 21, 1993:

1. Project Number: 2019-004

2. Project Location:

- Big Timber Acres Subdivision
- Rutland Township – Section 35
- South of Big Timber and West of Coombs

3. Description of Improvements:

- 1300 lin. ft of Storm Sewer
- 7 Manhole Structures

4. Cost:

Total Cost:

Total Project

\$115,365.00

Percent Share

100%

- Kane County Water Resources Division
- Rutland Township Highway Dept

\$50,365.00

43 %

\$65,000.00

57 %

5. Start Date:

- **Fall 2019**

6. Type of Problem(s):

The subdivision has a high groundwater table and sump pumps recycle water pumped due to the lack of a positive outfall. This project will extend a low flow pipe up onto Grand Avenue that will allow the township to expand the system as needed.



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Authorizing Contract with Copenhaver Construction, Inc. for Bowes Bend Outfall

Committee Flow: County Development Committee, Executive Committee, County Board

Contact: Jodie Wollnik, 630.232.3499

Budget Information:

Was this item budgeted? Yes	Appropriation Amount:120,000
If not budgeted, explain funding source:	

Summary:

The Bowes Bend residents are experiencing drainage issues impacting basements and roads resulting from a failed drain tile system. This project will replace the drain tile from the creek to Current Court where the Road District and residents can continue the improvements.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

AUTHORIZING CONTRACT WITH COPENHAVER CONSTRUCTION, INC. FOR BOWES BEND OUTFALL

WHEREAS, bids have been solicited and received by the Purchasing Department for the Bowes Bend Outfall project; and

WHEREAS, Copenhaver Construction, Inc. of Gilberts, IL is the lowest responsible bidder for the project in the amount of One Hundred Sixteen Thousand, Seven Hundred Twenty dollars and zero cents for the Kane County Cost-Share portion of the project.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the lowest responsible bid of Copenhaver Construction, Inc. of Gilberts, IL for the Bowes Bend Outfall project in the amount of One Hundred Twenty-Eight Thousand Three Hundred Ninety Two dollars and zero cents which includes a ten (10) percent contingency be approved pending receipt of the Certificate of Insurance and verification of references and that the Chairman thereof is hereby authorized to enter into a contract with Copenhaver for the County's portion of the project.

Passed by the Kane County Board on August 6, 2019.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

19-08 Bowes Bend

COUNTY OF KANE

KANE COUNTY DIVISION OF
ENVIRONMENTAL & WATER
RESOURCES



County Government Center
719 Batavia Avenue
Geneva, IL 60134
Phone: (630) 232-3497
Fax: (630) 208-3837
website: <http://www.co.kane.il.us>

Jodie L. Wollnik
Director

STAFF RECOMMENDATION

TO: Development Committee
Kane County Board

FROM: Jodie L. Wollnik, P.E.
Water Resources Division

DATE: July 9, 2019

RE: Cost-Share Drainage
Improvement Projects FY-2019

The following report is being submitted in accordance with the Policy and Guidelines for the Allocation and Disbursement of Assistance Funds for Stormwater and Subsurface Drainage Improvements discussed by the Development Committee on December 21, 1993:

1. Project Number: 2019-003
2. Project Location:
 - Bowes Bend Subdivision
 - Plato Township – Section 27
 - South of Bowes Road
3. Description of Improvements:
 - 940 lin. ft of Storm Sewer
 - 5 Manhole Structures

4.	<u>Cost:</u>	<u>Total Project</u>	<u>Percent Share</u>
	Total Cost:	\$218,000.00	100%
	<ul style="list-style-type: none">• Kane County Water Resources Division• Plato Township Highway Dept• Subdivision Residents• Kane County Forest Preserve	<ul style="list-style-type: none">\$116,720.00\$35,000.00\$58,780.00\$7,500.00	<ul style="list-style-type: none">53 %16 %27 %4%

5. Start Date:
 - **End of November**

6. Type of Problem(s):

The existing drain tile is in disrepair and has caused significant flooding and high groundwater issues for the homes on Current Court and Bowes Bend Drive. This outfall phase of the project will reconstruct a key section of the tile and to Current Court. The residents will be requesting an SSA for their portion of the project.

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

THERESA DOBERSZTYN, C.P.M., CPPB
Director of Purchasing



719 S. Batavia Avenue, Bldg. A
Geneva, Illinois 60134
Telephone: (630) 232-5929
Fax: (630) 208-5107

INVITATION TO BID

BID NUMBER: 27-019 BOWES BEND OUTFALL IMPROVEMENTS

DATE: JUNE 20, 2019

The County of Kane is seeking experienced and licensed Contractors to provide all materials, equipment and labor for storm sewer and drain tile improvements and replacements project, located in the Bowes Bend subdivision in Plato Township off Bowes Road, Elgin, IL for the Kane County Water Resources Department. This is a Prevailing Wage project.

SUBMITTAL REQUIREMENTS: Submit one (1) original bid response, one (1) paper copy and one (1) electronic copy on CD/Flash Drive in PDF format.

- Signed Offer to Contract Form
- *Bid Submittal check list*
- Contractor Disclosure Statement (Term and Condition – Section 30)
- Certificate of Insurance
- References
- 10% Bid Bond
- Performance and Payment Bond (if awarded)
- Prevailing Wages Apply

SUBMISSION LOCATION:

County of Kane
Purchasing Department, Bldg., A., Rm#210, 212, or 214.
719 S. Batavia Avenue
Geneva, Illinois 60134

SUBMISSION TIME & DATE:

2:00 p.m., CST on Monday, July 8, 2019

Bids received after the submittal time will be rejected and returned unopened to the sender.

CONTACT PERSON:

Tim Keovongsak, CPPB
Buyer III
Telephone: (630) 232-5929

ALL QUESTIONS PERTAINING TO THIS BID AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET, NO LATER THAN 11 A.M., JULY 1, 2019 FAX AND E-MAIL ACCEPTED. FAX questions to (630) 208-5107 or E-mail PURCHASING@CO.KANE.IL.US

Attachment: SPECIAL PROVISIONS – (Pages 1-7) and PLAN SHEET

**INSTRUCTIONS TO BIDDERS
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - BID
TERMS AND CONDITIONS**

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has one hundred twenty (120) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.

The County of Kane reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

GSA Schedule 13 (General Services Administration)
State of Illinois Central Management Services (CMS)
U. S. Communities
National IPA
National Joint Power Alliance (NJPA)

7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency of error, which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.

17. **INDEMNIFICATION.** The Seller shall defend, indemnify and hold harmless the County and the Sheriff and their respective officers, elected officials, agents, servants and employees, from and against all injuries, losses, claims, suits, costs and expenses, including without limitation attorney's fees and litigation expenses, which may accrue against the County or Sheriff as a consequence of granting the Contract.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, elected officials, Agents, servants and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and /or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder. Counsel provided for representation of the County or their respective officers, employees and agents will be chosen by the Kane County State's Attorney's Office, subject to the approval of the Contractor and/or Servicer's and/or Seller. The County may elect to defend against or to join as co-counsel in any claim or lawsuit in which the County or any agent, employee or officer is involved without waiving the defense, indemnification and hold harmless provision set forth herein.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.
19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

21. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
22. **EQUAL EMPLOYMENT OPPORTUNITY.** The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of and in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

23. **PREVAILING WAGE RATES**

WHEREAS, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work. Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://data.illinois.gov/dataset/> Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

CERTIFIED PAYROLL REQUIREMENTS: (Public Act 94-0515)

Effective August 10, 2005 Contractors and Sub-Contractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any Contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

24. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.
25. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.
26. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

DEBARMENT AND SUSPENSION. No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County'

Debarment is the process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12 month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

27. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**
Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:
- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
 - b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.
- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.
- e) Umbrella Liability:
Aggregate Limits \$5,000,000

Vendor to furnish a copy of the Endorsement showing Kane County as an additional named insured on the General Liability, Auto, and Excess policies. The contractor and all subcontractors shall also list: Huddleston-McBride Drainage Company and Plato Township and Hannah Meek – 41W109 Current Ct, Itasca Bank & Trust 11568 aka Joseph & Cynthia Kliem – 41W081 Current Ct, Peter Samaras – 09N830 Channel Ct, and Bowes Bend Homeowners – Home Fed Svgs & Loan Assn of Elgin et al – 16 N Spring St, Elgin. The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

28. BID DEPOSIT

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than ten (10%) percent of the amount of the Bid, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY TREASURER.**

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

29. EXECUTION OF A PERFORMANCE BOND AND LABOR AND MATERIALS BOND

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price.

30. FAILURE TO FURNISH BOND

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

31. **CONTRACTOR DISCLOSURE**

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval.

For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.

- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:

(a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement.

(b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.

(c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.

(d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.

- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.

- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

32. COMMUNICATION DURING THE PROCUREMENT PROCESS

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all request for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquiries will be collected by the Purchasing Department staff who will then submit the inquires to the Department Head responsible for the procurement. Responses by the Department Head to the inquires will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

33. ILLINOIS NON-APPROPRIATION CLAUSE:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

34. TERMINATION FOR CAUSE:

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute. Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

35. **LITIGATION:**

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

36. **HOLIDAY SCHEDULE: 2019**

Kane County is closed for business on the following holidays: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Spring Holiday (April 19), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day Following Thanksgiving Day and Christmas Day.

37. **COMPLAINT AND DISPUTE RESOLUTIONS:**

The Vendor shall faithfully perform all work as set forth in these specifications for Kane County. If the Vendor fails to faithfully execute their work in accordance with the contract and/or a dispute arises as to the quality and/or quantity of work completed, Kane County reserves the right to withhold authorization for payment of completed work until such time that performance has been improved upon, or the dispute resolved. In instances where a dispute cannot be resolved by the Vendor and the Judiciary Department Office Manager or other appointed designate, the dispute may be resolved by the Kane County Director of Purchasing.

38. **PROPRIETARY INFORMATION**

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a proposal or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

**STATEMENT OF WORK
For
BOWES BEND OUTFALL IMPROVEMENT PROJECT**

I. OVERVIEW:

The County of Kane is seeking experienced and licensed Contractors to provide all materials, equipment and labor for storm sewer and drain tile improvements and replacements project, located in the Bowes Bend subdivision in Plato Township off Bowes Road, Elgin, IL for the Kane County Water Resources Department. This is a Prevailing Wage project.

II. INTENT OF SPECIFICATIONS:

It is the intent and purpose of these specifications that all labor, transportation, equipment and materials necessary be provided for the completion of all work by the Contractors. The delivery and service shall be complete in all details, including all minor items and accessories or devices necessary for the completion of the Bowes Bend Outfall Improvement Project. Reference to brand names and part numbers are descriptive, but not restrictive, unless otherwise specified, it is understood that the product or service bidder is offering shall meet, exceed, or "equal" the requirements as specified within this bid document.

III. INSTRUCTIONS & REQUIREMENTS:

The work as described below entails the complete materials, equipment and labor for the storm sewer and drain tile replacement project at the Bowes Bend subdivision, located in Plato Township off Bowes Road, Elgin IL for the Kane County Water Resources Department. In addition to the terms and conditions, and general requirements contained within this bid document, Vendors shall reference the attached **SPECIAL PROVISIONS – Pages 1-7 & Subsurface Drainage Improvement Plan**) for specifications, additional instructions, and project requirements.

A. SPECIFIED BID ITEMS:

KANE COUNTY - OPTION 1 ROUTE N OF CURRENT POND FROM MH6 TO OUTFALL INTO CREEK:

Item	Description	Qty.	UOM
1	15" N-12 Solid Pipe including US and DS connections & pond and 3" connections	1197	LF
2	3' Dia. Manhole with Frame and Grate with Wick Drains	5	EA
3	15" CMP with animal guard	20	LF
4	Clearing, Grubbing and Tree Removal from MH1 to outfall & misc. trimming along entire route	1	LS
5	Trench Backfill	20	CY
6	Silt fence	300	LF
7	Final Grading and Seeding between MH 2 & outfall	1	LS

KANE COUNTY - OPTION 2 ROUTE IN 30' DRAINAGE EASEMENT BETWEEN MEEK AND KLEIM PROPERIES FROM MH 6 TO OUTFALL INTO CREEK:

Item	Description	Qty.	UOM
1	15" N-12 Solid Pipe including US and DS connections	940	LF
2	3' Dia. Manhole with Frame and Grate with Wick Drains	5	EA
3	15" CMP with animal guard	20	LF
4	Clearing, Grubbing and Tree Removal from MH3X to outfall and along line 4X (large willow) & misc. trimming along entire route	1	LS
5	Trench Backfill	8	CY
6	Silt fence	300	LF
7	Final Grading and Seeding between MH 2X & outfall	1	LS

PLATO TOWNSHIP ROAD DISTRICT:

Item	Description	Qty.	UOM
1	15" N-12 Solid Pipe incl. US and DS connections and 2 connections to existing 8"	580	LF
2	3" Dia. Manhole with Frame and Grate with Wick Drains	1	EA

IV. GENERAL CONDITIONS:

The adherence to all conditions, qualifications, trade requirements, and statement of work of this bid is required. Vendors shall be responsible for the accuracy of all field measurements, dimensions, quantities, equipment and material requirements for site conditions and needs to perform and complete the project. Vendors shall immediately bring to the attention of the owner or project manager if any discrepancies are discovered on site and/or within the scope of work / specifications.

KANE COUNTY'S WATER RESOURCE (JODIE WOLLNIK - 630-232-3499) SHALL BE THE PROJECT MANAGER FOR THE BOWES BEND OUTFALL IMPROVEMENT PROJECT.

A. General Instructions:

Any drawings and general provisions of any subsequent contract, including these General Conditions and the provisions contained in this bid shall apply to any work related hereto commonly referred to as Bowes Bend Outfall Improvement Project.

B. Demolition and Disposal:

The Contractor shall provide all necessary labor, machinery, tools, apparatus, equipment, and do all of the work necessary for the complete removal and disposal of all waste, rubbish and debris from Kane County premises or project site.

C. Permits and Fees:

The Contractor or their agent shall obtain any and all permits and payment of fees, which may be required by law or ordinance prior to commencing removal or demolition or other work.

D. Damages:

It shall be the responsibility and liability of the Contractor or purchaser to protect all surrounding areas, surfaces, buildings and other property. The Contractor shall promptly repair any damages if they are responsible to its original conditions before damage occurred, including any damages caused to adjacent facilities and utilities by removal or demolition operations or during construction, at no cost to the County.

E. Clean Up:

Clean adjacent structures and improvements of dust, dirt and debris caused by demolition and removal operations as directed by the County or governing authorities. Return adjacent areas to conditions existing prior to the start of work at no expense to the County.

F. Site Inspection:

It is understood that the Contractor before submitting a bid, has visited the site, and has inspected and examined in detail the nature, scope of service, location, character and all of the local conditions affecting the project described herein. No allowance will be made for not being familiar with the general provisions and contract requirements, plans, drawings, building, fixtures, and conditions affecting the work of this project.

G. Quality Assurance:

Installation and materials shall comply with all applicable codes and industry standards.

H. Warranty:

The Contractors shall reference to the special provision for maintenance warranty.

I. Default:

In case of default of the Contractor, the County of Kane may procure the items and services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. By signing this bid document (Offer to Contract Form), the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Revised Statutes, Ch. 38, Par. 33E-1, et seq).

V. BID PRICES

Bid pricing shall be all-inclusive. No additional costs will be paid by the County, which includes but is not limited to disposal fees, administrative charges, permits, fuel charges, delivery charges, freight or handling charges and any other costs (labor, materials and equipment) associated with project completion.

VI. SPECIAL CONDITONS

A. SITE-VISIT

There is no site visit nor a bidder's conference schedules for this project. All questions should be submitted to the Purchasing Department in writing via fax or e-mail prior to the deadline.

B. BID FORMS

Vendors are required to use only the Kane County "Offer to Contract Form", pages 1-4, to submit a response. Attach all required submittal documents as listed on this bid package and project manual. Vendor shall reference to supplementary conditions under special provision for additional submittal instructions and requirements.

C. AWARD

It is the intention of Kane County to make a single award to the most responsive and responsible bidder providing the lowest pricing meeting the specifications and contract requirements. Kane County reserves the right to add additional parts or services if it is in the best interest of the County to do so and to compare or accept pricing of all known cooperatives available to local government in Illinois and/or to evaluate by but not limited to: bid completeness, cost and compliance with specifications, lead-time and delivery, references, optional cost for warranty, training and ongoing maintenance and upgrades.

VII. RESPONSE INSTRUCTIONS:

One (1) original BID response, marked as "original" one (1) paper copy, (with all submittal requirements), and one (1) PDF electronic copy on CD or Flash Drive shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "27-019 Bowes Bend Outfall Improvement" Your bid response may be mailed or hand delivered as follows:

**COUNTY OF KANE
Purchasing Department, Building (A), 2nd Fl., Room 210, 212, or 214
719 South Batavia Ave., Geneva, IL 60134
Hours: 8:30 a.m. – 4:30 p.m. CST Monday - Friday**

ALL QUESTIONS PERTAINING TO THIS BID SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET, NO LATER THAN 11 A.M., JULY 1, 2019, FAX AND E-MAIL ACCEPTED.

FAX questions to (630) 208-5107 or PURCHASING@CO.KANE.IL.US

**BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.
LATE BIDS CANNOT BE ACCEPTED!**

SPECIAL PROVISIONS

GENERAL

These Special Provisions supplement the Standard Specifications. In case of any conflict the Special Provision shall precede and govern. The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction" (Standard Specifications), adopted Jan. 1, 2012 and the "Supplemental Specifications and Recurring Special Provisions" adopted Jan. 1, 2015.

The County of Kane has a limited amount of funds available to complete this project. Therefore, the Contractor is herein notified that the County of Kane reserves the right to add or delete items and delete sections of the improvements from this Contract as deemed necessary. The aforementioned deletions or additions shall not alter the contract unit prices.

The Contractor shall provide a list of the intended source of materials and the intended Subcontractors to be used for the project. THE COUNTY OF KANE SHALL APPROVE ALL SUB-CONTRACTORS TO BE USED ON THE PROJECT AND RESERVES THE RIGHT TO REJECT THE USE OF ANY SUBCONTRACTOR DUE TO PAST PERFORMANCE or THE APPARENT INABILITY TO PROPERLY PERFORM THE WORK REQUIRED.

All work on this project is to be completed 90 days after the Notice to Proceed is issued. Should the Contractor fail to obtain any of the milestone completion dates within the time stipulated or within such extended time as may have been allowed, the Contractor shall be liable to the County of Kane in the amount of \$1000 per calendar day. This is not as a penalty but rather liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed.

Payments will be made to the Contractor on a monthly basis and in accordance with the work completed. Lien waivers will be required from the Contractor before final contract payment will be made by the County. Ten percent retainage will be withheld from each pay estimate due to the Contractor until substantial completion. After substantial completion, the Contractor may request a reduction in the retainage to 5%. The County, at its discretion, may decrease the retainage to 5% or maintain the retainage at 10% depending upon the work remaining and punchlist items required for contract completion.

From the date of final payment, the County of Kane shall have a one-year maintenance warranty on all work under this Contract. The Contractor shall secure a maintenance bond for this purpose for 10% of the awarded Contract amount or request that the County hold the retainage from the final payment (minimum of 5%) for the 1 year period. Plato Township Road District will be patching the road and landscaping the right of way. The property owners will landscape their property outside of the right of way. The contractor will only be responsible for final grading and seeding on the open space parcel between manhole 2X and the outfall into the creek as well as the necessary soil erosion and sediment control to prevent movement of sediment into the creek. Where final grading and restoration will be done by others, the Contractor shall be responsible to restore existing grades and rough grading the site to allow proper drainage until the landscaping can be completed. Any previously disturbed areas where settlement occurs during the contract maintenance period shall be repaired by the contractor. No additional compensation will be allowed for this work, within the one (1) year warranty period.

Construction activities shall be limited to the hours between 7:00 a.m. and 5:00 p.m. each working day. No work is to be performed on Sunday and holidays observed in the State of Illinois. However, work may be performed on Saturdays if allowed by the Engineer. A forty-eight hour written notice must be submitted and approved. A work-schedule for the day must also be submitted for approval along with the intended start-time and stop-time. **Any day that work is not allowed heavy equipment shall NOT be started, cleaned, serviced, removed from or dropped off on the job site.**

The Contractor shall designate, at the Preconstruction conference, the employee to be assigned as Project Superintendent. The Project Superintendent, at the time of the pre-construction meeting shall supply the County of Kane with two telephone numbers by which he or she can be contacted in cases of emergency or when otherwise necessary. The Project Superintendent shall be required to assume the responsibility for general supervision of the Contractor and Subcontractors' operations. THE COUNTY OF KANE RESERVES THE RIGHT TO REJECT ANY PROJECT SUPERINTENDENT, FOREMAN OR OTHER DUE TO PAST PERFORMANCE, CONFLICTS OF THE INABILITY TO PROPERLY PERFORM THE WORK REQUIRED. The Project Superintendent and the Engineer shall work together to properly control and complete the work for the proposed improvements. The Engineer shall be provided 72 hours' notice of all work items requiring inspection or verification of layout. The Engineer will mark all pay items slated for removal & replacement prior to their removal, and shall be called by contractor for inspection and approval of same before it is replaced. No payment will be made for any item of work, which has not been field measured, marked, inspected and approved by the Engineer. No additional payment will be made for removal and/or replacement beyond field markings or the limits shown on the plans, unless specifically authorized by the Engineer.

Any increase or decrease of any quantity in this contract will be done so at the unit price of that item. If an increase in any quantity will cause the Contractor not to be able to finish the project within the previously specified timeframe additional time will be allowed by the Engineer. However, this additional time will only be allowed to complete the additional work, unless the additional work becomes a controlling item of another item in the contract.

Plato Township Road District will haul excess material and stone for the project. Please contact them if you have any further questions. Any other material that needs to be removed shall become the property of the Contractor and shall be his responsibility to remove from the site. The disposal of waste material shall be made at a site that complies with the regulations of the Illinois Environmental Protection Agency and in accordance with Public Act 96-1416, if applicable. The Contractor shall comply with the applicable rules and guidelines governing removal of material.

All excess excavated material shall be removed from the site and disposed of in accordance with all laws and regulations including Public Act 96-1416.

The Contractor shall verify all measurements and identify materials and other conditions affecting the work before proceeding with the work. All required permits and fees for the project shall be the responsibility of the Contractor and shall be satisfactorily obtained by the contractor so as not to cause any delay to the project.

LOCATION OF IMPROVEMENTS

The project is located in the Bowes Bend subdivision in Plato Township off Bowes Road, Elgin, IL.

ARMY CORPS OF ENGINEERS PIPE OUTFALL

As the pipe will be constructed above the ordinary high water mark of the creek and as the bank elevation in the area of the creek outfall is high and no wetlands are present, it is understood that no Army Corp permit will be required. If conditions change, however, Kane County will coordinate with the Army Corp for any other permitting needs.

CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

In addition to listing Kane County as additional insured as per the Instruction to Contractors, the contractor and all subcontractors shall also list: Huddleston-McBride Drainage Company and Plato Township and Hannah Meek – 41W109 Current Ct, Itasca Bank & Trust 11568 aka Joseph & Cynthia Kliem – 41W081 Current Ct, Peter Samaras – 09N830 Channel Ct, and Bowes Bend Homeowners – Home Fed Svgs & Loan Assn of Elgin et al – 16 N Spring St, Elgin.

SP-1 INCIDENTAL CONSTRUCTION

The Contractor shall perform all work indicated or implied in the Contract Documents. All work not specified, but required to complete the project in a satisfactory manner, shall be performed by the Contractor. All items of work not listed in the Bid Items shall be considered as incidental work to the Contract and no additional compensation will be allowed.

SP-2 CONSTRUCTION LIMITS

The Contractor shall confine his operations within the Right of Way of Bowes Bend Drive and a 20' wide construction corridor on the property downstream of Current Court for Option 1 or the 30' drainage easement for Option 2. Any damage outside of the limits described above shall be repaired at the Contractor's expense. Special care shall be taken to locate the wells and septic systems on the individual properties. No vehicles or traffic shall be allowed in these areas.

SP-3 ACCESS

Access to the site other than the approved route shall be by written agreement with the landowner. Any fencing removal required for access shall be replaced in kind at no additional compensation. Contractor vehicles and equipment and supplies shall be stored at staging areas identified by the Township. Any damage resulting from the moving of equipment or materials shall be the sole responsibility of the Contractor. The Contractor shall not block traffic on public rights of way and shall provide appropriate IDOT and KDOT signage for vehicles entering and leaving the site. Public roadways shall be kept free of debris and posted weight limits respected.

SP-4 ROAD AND DRIVEWAY CLOSURE NOTIFICATION

The Contractor shall not close any road or driveway without prior notification and consent of the County and shall provide at least twenty-four (24) hours' notice to the affected motorists, residents, and businesses. Any road or driveway closed during working hours, in the event of an emergency the Contractor shall provide immediate access to closed driveways, roads or traffic lanes.

SP-5 TRAFFIC CONTROL AND PROTECTION AND PUBLIC CONVENIENCE AND SAFETY

In addition to the requirements of Article 107.09 of the Standard Specifications, the CONTRACTOR shall maintain entrances to the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. Any delays or inconveniences caused the CONTRACTOR by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

The CONTRACTOR shall ensure that all barricades will be removed from the pavement during non-work hours. During all construction operations, the CONTRACTOR will be required to provide, erect and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control.

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

The CONTRACTOR will be required to provide all warning signs, barricades, traffic cones, flagmen and other appurtenances as the ENGINEER deems necessary to guarantee the safety of motorists and pedestrians during construction.

All labor, materials, and equipment required to satisfy the conditions stated herein shall be considered as included in the contract bid prices and no extra compensation will be allowed.

The CONTRACTOR shall attempt to stage construction so that there are no open excavations left overnight. If open excavation is necessary, proper fencing and signage shall be erected to guarantee the safety of residents.

Traffic Control and Protection shall be incidental to the contract.

SP-6 STREET CLEANING

Special attention shall be paid to Section 107.15 of the Standard Specifications. If the CONTRACTOR fails to clean the pavement adjacent to the section under construction to the satisfaction of the ENGINEER at any time during the contract, the ENGINEER will notify the CONTRACTOR at which time the CONTRACTOR will have 4 hours to respond. If the CONTRACTOR fails to respond within 4 hours, an amount of \$500.00 per incident will be deducted from any monies due the CONTRACTOR. The requirements to satisfy the conditions stated herein shall be considered as included in the contract bid prices and no extra compensation will be allowed. Sweeping, watering and dust control are considered incidental to the contract.

SP-7 MAINTENANCE OF EXISTING UTILITIES

The Contractor is responsible for interference with or damage to any existing utilities such as water mains, sewers, gas mains, cable, conduit, etc. and shall repair or replace the same at his own expense. The Contractor shall contact JULIE to mark the location of underground utilities 48 hours prior to commencing the work. At the end of each working day, the Contractor shall insure that positive drainage is maintained and existing drainage systems are functional until the new system is operational. The requirements to satisfy the conditions stated herein shall be considered as included in the contract bid prices and no extra compensation will be allowed. The County shall be responsible for the cost of relocating existing utilities. In the event of conflicts between the existing and proposed utilities, the contractor shall notify the ENGINEER of the conflict.

SP-8 DISPOSAL OF MATERIAL

The CONTRACTOR shall work with Plato Township Road District for the dispose of all surplus, unstable and unsuitable materials and organic waste as directed by the ENGINEER, including but not limited to stone, concrete, logs, brush, wood chips, and other clearing debris, in such a manner that public or private property will not be damaged or endangered. All construction and demolition debris not coordinated with Plato Township Road District for their removal shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal solid waste disposal laws and regulations and solid waste determinations of the IEPA. Disposal of all material shall be considered incidental to the contract.

SP-9 MOBILIZATION

Shall consist of the work necessary to move equipment and personnel to the project site for the establishment of temporary facilities necessary for the project and operations. Mobilization is considered to be incidental to the bid prices and no extra compensation is allowed.

SP-10 TREE AND BUSH TRIMMING, BUSH/SMALL TREE REMOVAL

Tree and brush removal as well as clearing and grubbing, and tree trimming shall be included in the lump sum item for Clearing, grubbing and tree trimming and removal.

SP-11 PAVEMENT REMOVAL – CURRENT COURT

This work shall consist of all materials, labor, sawcutting, and equipment necessary to remove and dispose of pavement and driveway materials as shown on the plans and encountered in the field. Pavement crossings shall be brought up to grade with stone to match existing pavement. The Plato Township Road District will be patching the pavement. This work shall be considered incidental to the installation of the pipes.

SP-12 N-12 PIPE WITH WATER-TIGHT GASKETS

This work shall consist of installation of new pipe with connections to the existing drain tile as described on the plans. The price shall include all labor and materials including the pipe, wye and tee connections, non-shear couplings, washed gravel bedding as shown on the plan sheet. Excess material shall be hauled from the site in coordination with Plato Township Road District.

This work shall be paid for at the contract unit price per linear foot of pipe installed.

SP-13 CORRUGATED METAL PIPE

This work shall consist of installation of new pipe with connections to the N-12 pipe as described on the plans. The price shall include all labor and materials including the pipe, animal guard, non-shear couplings, as shown on the plan sheet. Excess material shall be hauled from the site in coordination with Plato Township Road District.

This work shall be paid for at the contract unit price per linear foot of pipe installed.

SP-14 CATCHBASINS or MANHOLES

This work shall consist of constructing manholes, together with the necessary cast iron frames and lids, in accordance with Section 602 of the STANDARD SPECIFICATIONS, except as specified herein. All MANHOLES AND CATCH BASINS shall have a frame and grate or lid (casting). Castings shall not be paid for separately, but shall be incidental to the contract unit price per each for CATCH BASINS or MANHOLES, of the size specified. All excess material shall hauled from the site unless the homeowner agrees to allow it to be leveled in place and shall be considered incidental to the contract price for CATCH BASINS or MANHOLES.

This work shall be paid for at the contract unit price per each for CATCH BASINS or MANHOLES, of the type and size specified, together with the specified frames and grates or lids.

SP-15 TRENCH BACKFILL

This work shall conform to Section 550.04 of the Standard Specifications, except as modified herein or on the plans. Trench Backfill shall be utilized within 2' of pavement and shall be compacted per the requirements of 550.04 and the Standards for Sewer and Watermain Construction (latest edition). All excess material shall be removed and disposed of in accordance with Article 202.03 and shall be considered incidental to the price of the pipe. All labor, material and equipment shall be included in the unit price cost for the pipe or culvert installed. Quantity shall be in accordance with the Standards for Sewer and Watermain Construction calculation and shall be incidental to the price of the pipe or culvert installed.

SP-16 FINAL GRADING AND TEMPORARY STABILIZATION

This work shall conform to the Standard Specifications for Road and Bridge Construction, except as modified herein or on the plans.

The trench shall be backfilled, leveled and excess material hauled from the site. The disturbed area shall be leveled and graded and stabilized in such a manner that will allow the homeowner and Plato Township Road District to complete the fine grading. The final grading is incidental to the contract.

SP-17 SILT FENCE AND EROSION CONTROL

This work shall conform to Kane-DuPage Soil and Water Conservation District and NRCS Standards Details. The silt fence shall be maintained until a sufficient stand of grass is achieved as confirmed by the engineer. The contractor shall be responsible for removal of the silt fence upon stabilization. All labor, materials and equipment necessary to install, maintain and remove the soil erosion and sediment control measures shall be per linear foot of silt fence.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Copenhaver Construction, Inc.
75 Koppie Dr.
Gilberts, IL 60136

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street
New York, NY 10038

OWNER:

(Name, legal status and address)

County of Kane
719 S. Batavia Avenue, Bldg. A.
Geneva, IL 60134

BOND AMOUNT: Ten Percent of Accompanying Bid (10% of Bid)

PROJECT:

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

Bowes Bend Outfall Improvements

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

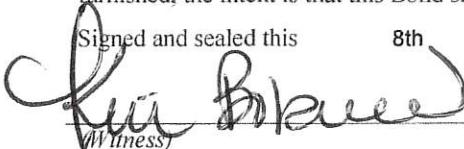
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

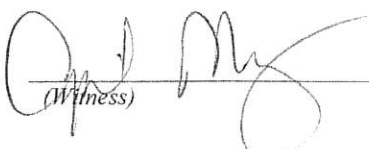
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

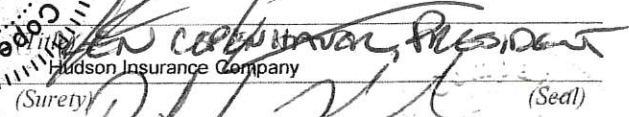
Signed and sealed this 8th day of July 2019


(Witness)


(Witness)



Copenhaver Construction, Inc.
(Principal) (Seal)


Hudson Insurance Company
(Surety) (Seal)

(Title) David A Kotula, Attorney-in-fact

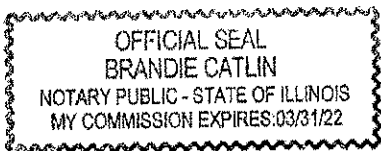
CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Acknowledgement of Corporate Surety

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

On this 8th day of July 2019, before me personally
appeared David A. Kotula, to me known, who, being by me duly sworn,
did depose and say: that he resides at Chicago, IL that he is/ are the
Attorney-in-fact of Hudson Insurance Company, the corporation
described in and which executed and annexed instrument; that he know(s) the corporate
seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it
was so affixed by the order of the Board of Directors of said corporation; that he signed
the same name(s) thereto by like order; and that the liabilities of said corporation do not
exceed its assets as ascertained in the manner provided by law.



Brandie Catlin
(Notary Public in and for the Above County and State)

My Commission Expires 03/31/22



BID BOND POWER OF ATTORNEY

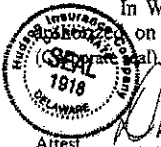
KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

David A. Kotula
of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly on this 1st day of August, 20 17 at New York, New York.



Attest: Dina Daskalakis, Corporate Secretary

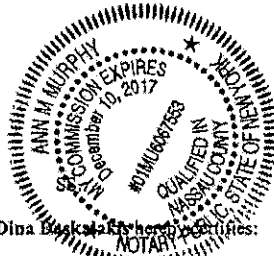
HUDSON INSURANCE COMPANY
By: Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 1st day of August, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

(Notarial Seal)



STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 8th day of July, 20 19.

By: Dina Daskalakis, Corporate Secretary

BID BOND:

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than ten (10%) percent of the amount of the Bid, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY TREASURER.**

The amount of the check, draft or bond is _____ (\$ 12,915).

OR 10% of Contract
TOTAL

Attach Bank Draft, Bank Cashier's Check, Certified Check or Bid Bond Here.

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

SURETY: I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

REFERENCES

**BOWES BEND OUTFALL IMPROVEMENTS
For
KANE COUNTY BOARD, Geneva, Illinois**

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: Copenhagen Construction, Inc.

1. Organization: Please see attached
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

2. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

3. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

4. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

COPENHAVER CONSTRUCTION INC.

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

Project References

2019 Project revenue- \$29,487,321

Algonquin Township Highway Dept. Edwards Road Culvert over Fox River Tributary Replacement

Cost: \$510,872.25

Project: Earth Excavation, Stabilization, box culverts, sheet pile driving, sheet pile installation, concrete head walls, site restoration

Contact: Andrew Gasser, 850-866-1055

Completion: March, 2018

City of Elgin/ South Street Roadway Extension

Cost: \$7,983,473.20 *APWA Award 2018*

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

Contact: Julie Morrison, EEI, (630) 816-4465

Completion: 2018

IDOT 34 Contract No. 63761, Warrenville

Cost: \$3,332,268.20

Project: Bridge reconstruction & road widening, removing the existing structure and constructing a new precast prestressed concrete deck beam bridge (21" depth), earth excavation, placement of aggregate subgrade, combination concrete curb and gutter, HMA binder and surface course, HMA shoulder and aggregate shoulder, sidewalk, storm sewer, sanitary surface, forcemain and watermain installation, guard rail, PCC wearing surface, pavement marking, lighting, landscaping

Contact: Todd Wells (630)466-6758

Completion: April 2017

City of Wheaton/ 2019 Downtown Streetscape – Phase 2 Construction

Cost: \$6,622,337.00

Project: Roadway resurfacing, Sidewalk and curb and gutter, roadway lighting, traffic Signals, Storm sewers, manholes, catch basins, wayfinding signage, and permeable pavers over structural soil, street furniture (benches, bicycle racks, trash cans, etc.) trees, landscaping.

Contact: Sarang Lagvanker, 630-260-2067, Slagvanker@wheaton.il.us

Completion: October 2019

City of Wheaton/ Front Street Underground Utility Upgrades

Cost: \$1,728,556.00

Project: Sanitary Sewer and watermain, sidewalks and curbs, and gutters with ADA ramps, fire hydrants with auxiliary valves and valves box, manholes

Contact: Sarang Lagvanker, 630-260-2067, Slagvanker@wheaton.il.us

Completion: April 2018

Village of Algonquin/ Surry Lane

Cost: \$1,536,400.00

Project: Storm sewer, earth excavation, road construction

Contact: Bob Mitchard, 847-344-8019

Completion: 2017

City of Crystal Lake/ Crystal Creek Culvert Removal and Replacement Project

Cost: \$1,305,218.00

Project: Removal and replacement of 5 culvert locations, concrete headwalls, box culverts, storm sewer, water main, water valves, catch basins, concrete curb and gutter, thermoplastic pavement markings

Contact: Abigail Wilgreen, 815-356-3605, awilgreen@crystallake.org

Completion: Fall 2019

Hampshire Township Park District/ Bruce Ream Memorial Park (Splash Park)

Cost: \$390,212.00

Project: Installation of Splash Pad/ Park, electric and concrete work.

Engineer/ Contact: Laura Schraw (847) 683-2690, laura@hampshireparkdistrict.org

Completion: July 2017

IDOT 24/ Contract No. 63843

Cost: \$5,735,964.00

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

Contact: Abigail Wilgreen (815)356-3605

Completion: 10/30/2015

IDOT 148/ Contract No. 63855. Algonquin

Cost: \$ 3,415,627.00

Project: Bridge reconstruction, road work, storm sewer

Contact: Ryan Lindeman, 847-823-0500

Completion: 2014

Community School District 300/ Concrete Work

Cost: \$ 174,950.00

Project: Concrete work at various Community Unit School District Locations. Sidewalk, Curb, Stairs

Contact: Dan Opels, 847-532-6701

Completion: 2018

Village of Franklin Park/ Silver Creek Channel Improvements

Cost: \$4,175,770.90

Project: T-Wall installation, concrete walls, drainage, box culverts, curb and sidewalk

Contact: James Post, 847-260-5800

Completion: 2016

Village of Bensenville/ Industrial Area Improvements

Cost: \$2,540,477.00

Project: Installation of Gabion Wall stabilization and shoreline improvements

Contact: Joel Kozial, 847-878-6709

Completion: 2014

City of Aurora/ Green Infrastructure

Cost: \$2,167,546.00

Project: Porous pavement, bio-infiltration basins, pipe work, concrete curb and landscaping

Contact: Eric Shoney, 630-688-8410

Completion: 2014

IDOT 16 Contract No. 61B80, Algonquin

Cost: \$703,432.08

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

Contact: Shawn Hurtig 847-658-2754 x4403

Completion: 6/1/2016

Village of Cary/ Cary Metra Platform

Cost: \$203,972.00

Project: ADA Concrete sidewalks & ramp, train Platform Improvements, railings, concrete, retaining wall, landscape restoration

Contact: Paul Grassly, V3 Corp, 630-936-0329

Completion: October 2019

City of Aurora/ Benton Watermain Replacement

Cost: \$261,000.00

Project: Watermain and road reconstruction

Contact: Kurt Muth. 630-701-4125

Completion: 2018

Lake Villa/ Cedar Avenue Streetscape

Cost: \$976,000.00

Project: Streetscape

Contact: Joyce DeLong, 224-372-0751, jjdelong@ati-ae.com

Completion: 2019

**KANE COUNTY and PLATO TOWNSHIP ROAD DISTRICT
OFFER TO CONTRACT FORM
For
27-019 BOWES BEND OUTFALL IMPROVEMENT**

Bid Due Date & Time: 2:00 p.m., CST on Monday, July 8, 2019

To: County of Kane (Purchasing Department)
Kane County Government Center, Building (A) Room 210, 212, or 214
719 S. Batavia Ave., Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: Copenhagen Construction, Inc.

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish and delivery of materials, products, equipment, and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.*
 1. *the Vendor has examined the Contractor Disclosure (Section 31) of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
 - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, Special Provision, Plan Sheet, and the following addenda:
No.____, No.____, No.____, No.____, (Contractor to acknowledge addenda here).
 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Contractor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.
 - D. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project.

III. BID PRICES:

The Contractor agrees to furnish all labor, materials, and equipment necessary to perform the Work as specified within and as outlined in the Special Provision and Proposed Plan Sheet for the Bowes Bend Outfall Improvements. This is a Prevailing Wage project. The lowest bid will be based upon the sum of the Kane County and Plato bids. The project will be awarded as one project however, the Contractor will be contracting and billing separately.

A. SCHEDULE OF PRICES – KANE COUNTY – OPTION 1 ROUTE N OF CURRENT POND FROM MH6 TO OUTFALL INTO CREEK:

Item	Description			Unit Cost	Extended Cost
1	15" N-12 Solid Pipe including US and DS connections & pond and 3" connections	1197	LF	81	96,957
2	3' Dia. Manhole with Frame and Grate with Wick Drains	5	EA	3500	17,500
3	15" CMP with animal guard	20	LF	120	2,400
4	Clearing, Grubbing and Tree Removal from MH1 to outfall & misc. trimming along entire route	1	LS	6500	6,500
5	Trench Backfill	20	CY	40	800
6	Silt fence	300	LF	5	1,500
7	Final Grading and Seeding between MH 2 & outfall	1	LS	3500	3,500
TOTAL KANE COUNTY OPTION 1 BID					129,157

B. SCHEDULE OF PRICES – KANE COUNTY – OPTION 2 ROUTE IN 30' DRAINAGE EASEMENT BETWEEN MEEK AND KLEIM PROPERTIES FROM MH 6 TO OUTFALL INTO CREEK:

Item	Description			Unit Cost	Extended Cost
1	15" N-12 Solid Pipe including US and DS connections	940	LF	81	76,140
2	3' Dia. Manhole with Frame and Grate with Wick Drains	5	EA	3500	17,500
3	15" CMP with animal guard	20	LF	120	2,400
4	Clearing, Grubbing and Tree Removal from MH3X to outfall and along line 4X (large willow) & misc. trimming along entire route	1	LS	14,500	14,500
5	Trench Backfill	8	CY	60	480
6	Silt fence	300	LF	5	1,500
7	Final Grading and Seeding between MH 2X & outfall	1	LS	4200	4,200
TOTAL KANE COUNTY OPTION 2 BID					116,720

C. SCHEDULE OF PRICES – PLATO TOWNSHIP ROAD DISTRICT:

Item	Description			Unit Cost	Extended Cost
1	15" N-12 Solid Pipe incl. US and DS connections and 2 connections to existing 8"	580	LF	81	46,980
2	3" Dia. Manhole with Frame and Grate with Wick Drains	1	EA	5000	5,000
TOTAL PLATO ROAD BID					51,980

D. TOTAL LUMP SUM BID AMOUNT:

FOR A TOTAL COST OF: \$ 129,157

~~ONE HUNDRED TWENTYNINE THOUSAND, ONE HUNDRED~~ Dollars
FIFTY SEVEN DOLLARS

E. PROJECT TIMEFRAME:

The Undersigned attests that he is able to perform the Work of the Contract within the parameters of the following construction timeframe, and furthers agrees to adhere to that schedule as a provision of the Contract Agreement.

1. The Work shall be substantially completed within 90 days of the Notice to Proceed

Additional Comments:

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE SHALL SIGN THIS SECTION.**

Signature [Handwritten Signature] Typed Signature Ken Copenhagen
Company Copenhagen Construction, Inc.
Address/City/State 75 Hoppic Drive, build 25, IL 60136
Phone # 847-428-6696 Fax # 847-428-6798
Federal I.D./Social Security # 20-076 78 55 Date 7/9/2019

ACCEPTANCE

The Offer is hereby accepted for **BOWES BEND OUTFALL IMPROVEMENTS**

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **27-019**. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Date

REQUIRED CONTACT INFORMATION

Vendor shall provide following contact information.

Customer Service/General Information: Ph: 847-428-6696

To place an order: Name: Project Manager

Ph: 847-428-6696 Fax: 847-428-6798

E-mail: Copenhageninc@yahoo.com

Billing & Invoicing question:

Name: Kim Buczynski

Ph: 847-428-6696 x 103

E-mail: Kim@CopenhagenConstruction.com

Operation: Supervisor

Name: Chuck Polito

Ph: 224-725-9944

E-mail: Chuckp1583@gmail.com

24-hours answering service:

Ph: 847-627-0080 Ken

COPENHAVER CONSTRUCTION INC.

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

July 8, 2019

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

CONTRACTOR DISLCOSURE

As of July 8, 2019, Copenhaver Construction, Inc. to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners with at least 5% holdings in Copenhaver Construction, Inc.:

Kenneth Copenhaver
12 Little Bend Road
Barrington Hills, IL 60010

Officer, Title

President

Date

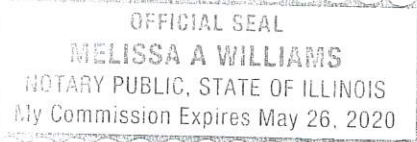
7-8-2019

Subscribed and Sworn this 8 day of July, 2019

Notary Public

Kim Bolanowski
Estimator/ Secretary

cc: Ken Copenhaver, President



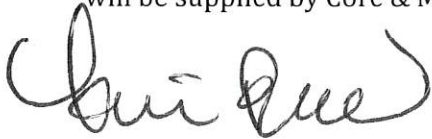
COPENHAVER CONSTRUCTION INC.

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

July 8, 2019

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

Copenhaver Construction, Inc. will self-perform all work as noted in the bid documents. Material will be supplied by Core & Main, 220 South Westgate Drive, Carol Stream, IL 60188.



Kim Bolanowski
Estimator/ Secretary

cc: Ken Copenhaver, President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lamb, Little & Co 1101 Perimeter Drive Suite 500 Schaumburg IL 60173	CONTACT NAME: Anna Kuta PHONE (A/C, No, Ext): 847-230-3208 E-MAIL ADDRESS: akuta@lamblittle.com	FAX (A/C, No): 847-398-7077	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Copenhaver Construction, Inc 75 Koppie Dr Gilberts IL 60136	INSURER A: Accident Fund Ins Co of Amer		10166
	INSURER B: Erie Insurance Company		26263
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1875721298

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	Q430850832	7/8/2019	7/8/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	Q070840059	7/8/2019	7/8/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			Q310870305	7/8/2019	7/8/2020	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCS7500605	7/8/2019	7/8/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Leased/Rented Equip			Q430850832	7/8/2019	7/8/2020	Limit: \$475,000	Ded: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 27-019 BOWES BEND OUTFALL IMPROVEMENTS BID DATE 7/8/2019

The following are included as additional insured under the general liability policy on a primary and non-contributory basis, as required by written contract (per CG2010 & CG2037):

County of Kane

Waiver of subrogation applies on the general liability, business auto and workers compensation policies in favor of the additional insureds, as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**
 County of Kane
 719 Batavia Ave Bldg A
 Geneva IL 60134

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: As required by written contract
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization:</p> <p>As required by written contract</p>
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

BID SUBMITTAL CHECK LIST

The undersigned Vendor acknowledged and verified that all required documents, statements and all certificates meeting County's requirements are included in their bid response. Vendor shall check the following required submittal items checklist to assure the completeness and in order for assembling of their bid response.

: SIGNED BID OFFER TO CONTRACT FORM (pages 1-4)

: CONTRACTOR DISCLOSURE STATEMENT (See attached sample)

: CERTIFICATE OF INSURANCE (See attached sample)

: REFERENCES & CONTACT INFORMATION

: BID BOND (10%)

: ONE (1) ORIGINAL BID, ONE (1) PAPER COPY AND ONE (1) ELECTRONIC BID COPY (save as PDF on a CD or Flash Drive)

Vendor/Agency: Copenhagen Construction, Inc.
Address/City/State: 75 Koppie Drive, Gilberts IL 60134
Phone # 847-428-6696 Fax # 847-428-6798



Illinois Department of Transportation

Certificate of Eligibility

Contractor No 1216

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

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED \$25,187,000.00

001	EARTHWORK	\$7,225,000
012	DRAINAGE	\$8,325,000
017	CONCRETE CONSTRUCTION	\$3,600,000
018	LANDSCAPING	\$3,125,000
022	FENCING	\$150,000
034	DEMOLITION	\$750,000
09A	HIGHWAY STRUCTURES	\$3,550,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/2/2019 TO 4/30/2020 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/3/2019.

Tim Kell

Engineer of Construction



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lamb, Little & Co 1101 Perimeter Drive Suite 500 Schaumburg IL 60173	CONTACT NAME: Anna Kuta PHONE (A/C, No., Ext): 847-230-3208 E-MAIL ADDRESS: akuta@lamblittle.com	FAX (A/C, No.): 847-398-7077
	INSURER(S) AFFORDING COVERAGE	
INSURED Copenhaver Construction, Inc 75 Koppie Dr Gilberts IL 60136	INSURER A: Accident Fund Ins Co of Amer NAIC # 10166	
	INSURER B: Erie Insurance Company 26263	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1130316146 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			Q430850832	7/8/2019	7/8/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			Q070840059	7/8/2019	7/8/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			Q310870305	7/8/2019	7/8/2020	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCS7500605	7/8/2019	7/8/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Leased/Rented Equip			Q430850832	7/8/2019	7/8/2020	Limit: \$475,000	Ded: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROOF OF INSURANCE.

CERTIFICATE HOLDER

COPENHAVER CONSTRUCTION, INC.
75 KOPPIE DRIVE
GILBERTS IL 60136

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Copenhaver Construction, Inc			
2 Business name/disregarded entity name, if different from above			
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3); Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
5 Address (number, street, and apt. or suite no.) See instructions. 75 Koppie Dr		Requester's name and address (optional)	
6 City, state, and ZIP code Gilberts, IL 60136			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	0	-	0	7	6	7	8	3	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Jim Buczynski, Controller</i>	Date ▶ <i>4/5/18</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

File Number

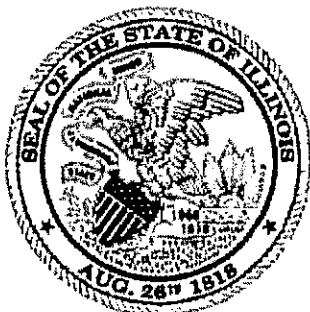
6334-748-5



To all to whom these Presents Shall Come, Greeting:

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

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



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

Jesse White

SECRETARY OF STATE

Authentication #: 1803200212 verifiable until 02/01/2017
Authenticate at: <http://www.cyberdriveillinois.com>



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 6/14/2019
(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	Big Timber	183	Geneva Road	Fairfield Road	X-Ray/ E Beam	
Contract With	City of Elgin	IDOT	DUDOT	LCDOT	Steris	
Estimated Completion Date	TBD	12/31/2020	7/1/2019	50 WD	TBD	
Total Contract Price	165,486.00	1,085,382.00	170,050.07	772,811.00	355,080.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	165,486.00	737,380.99	170,050.07	772,811.00	355,080.00	2,200,808.06
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						2,200,808.06

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	32,000.00		4,784.00	115,490.00		152,274.00
Portland Cement Concrete Paving					110,080.00	110,080.00
HMA Plant Mix			11,465.00	61,649.00		73,114.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures				45,265.00	222,000.00	267,265.00
Drainage			69,966.00	319,277.00		389,243.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction			14,505.00	83,174.00		97,679.00
Landscaping	105,486.00	646,959.99	2,690.00	2,596.00		757,731.99
Fencing				15,832.00		15,832.00
Guardrail	10,000.00			23,008.00		33,008.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition					23,000.00	23,000.00
Pavement Markings (Paint)	18,000.00		2,520.00	4,320.00		24,840.00
Other Construction (List) Tree Rem				3,886.00		3,886.00
Traffic Control			62,370.07	55,314.00		117,684.07
Mobilization		31,410.00		43,000.00		74,410.00
Totals	165,486.00	678,369.99	168,300.07	772,811.00	355,080.00	2,140,047.06

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		Alas Trucking	Trotter		
Type of Work		Truck/ Haul	Staking		
Subcontract Price		109,007.00	1,750.00		
Amount Uncompleted		59,011.00	1,750.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	59,011.00	1,750.00	0.00	0.00

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

Subscribed and sworn to before me

this 14th day of June, 2019.

Ambuly S. Buczynski
Notary Public

My commission expires: 10/14/22

(Notary Seal)

Type or Print Name Ken Copenhagen, President
Office or Director Title
Signed [Signature]
Company Copenhagen Construction, Inc.
Address 175 Koppie Drive
Gilberts, IL 60136



Illinois Department of Transportation

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

**Affidavit of Availability
For the Letting of 6/14/2019**

(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	129/ 62F14	PH2 Streetscape	1812-002-CL	002/60Y68	Pottawatomie	
Contract With	IDOT	City of Wheaton	City of Crystal Lake	IDOT	St. Charles Park Dist.	
Estimated Completion Date	12/31/2020	11/1/2019	8/15/2019	11/30/20	6/15/2020	
Total Contract Price	578,100.10	6,651,936.36	1,305,218.00	131,623.00	384,920.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	578,100.10	4,776,810.38	842,819.20	28,001.00	384,920.00	8,811,458.74
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						8,811,458.74

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		411,150.00	77,000.00		72,203.00	712,627.00
Portland Cement Concrete Paving			21,675.00			131,755.00
HMA Plant Mix						73,114.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures			89,585.00		108,982.00	465,832.00
Drainage		182,867.21	360,661.20		71,370.00	1,004,141.41
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction		271,577.00	166,320.00			535,576.00
Landscaping	543,419.10	234,991.00	8,440.00	19,401.00	71,365.00	1,635,348.09
Fencing			15,765.00			31,597.00
Guardrail						33,008.00
Painting						0.00
Signing		500.00				500.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						23,000.00
Pavement Markings (Paint)						24,840.00
Other Construction (List) MOB/ Allowance	32,981.00	531,788.00	39,250.00	8,600.00	61,000.00	677,505.00
Site Furnishings		164,152.00				281,836.07
Tree/ Paver Grates		144,026.00				218,436.00
Totals	576,400.10	1,941,051.21	778,696.20	28,001.00	384,920.00	5,849,115.57

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	FootStone	Acura	Work Zone Safety		
Type of Work	Wetlands Mgmt	Concrete	TC&P		
Subcontract Price	1,700.00	1,280,614.59	49,250.00		
Amount Uncompleted	1,700.00	924,491.67	49,250.00		
Subcontractor		Elmund & Nelson	TruSeal		
Type of Work		Electric	Thermo Strip		
Subcontract Price		1,420,000.00	3,347.50		
Amount Uncompleted		1,178,000.00	1,673.00		
Subcontractor		HWY Safety Corp	Trotter		
Type of Work		TC & P	Layout		
Subcontract Price		27,210.00	7,050.00		
Amount Uncompleted		13,605.00	7,050.00		
Subcontractor		LPS	TAT Ent		
Type of Work		Pavers	Asphalt		
Subcontract Price		221,850.00	4,500.00		
Amount Uncompleted		221,850.00	0.00		
Subcontractor		RE ALLEN	Homer Tree		
Type of Work		Staking	Tree Removal		
Subcontract Price		16,000.00	6,150.00		
Amount Uncompleted		16,000.00	6,150.00		
Subcontractor		Schroeder			
Type of Work		Asphalt			
Subcontract Price		467,461.40			
Amount Uncompleted		467,461.40			
Subcontractor		TruSeal			
Type of Work		Thermo Strip			
Subcontract Price		14,351.10			
Amount Uncompleted		14,351.10			
Total Uncompleted	1,700.00	2,835,759.17	64,123.00	0.00	0.00

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

Subscribed and sworn to before me

this 14th day of June, 2019

Kimberly S. Buczynski
Notary Public

My commission expires: 10/14/20

(Notary Seal)

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

Signed [Signature]

Company Copenheaver Construction, Inc.
Address 175 Popple Drive
Gilberts, Pa 16036



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 6/14/2019

(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	Sleepy Hollow	1/60J13	StreetScape 2	Conant ATH FD		
Contract With	Village of Algonquin	IDOT	Lake Villa	Hoffman Estates		
Estimated Completion Date	10/11/2019	10/26/208	7/1/2019	9/21/2018		
Total Contract Price	2,789,644.00	6,798,424.50	594,866.03	431,635.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	2,463,702.25	4,699,899.75	412,325.00	207,075.00		16,594,460.74
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						16,594,460.74

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	193,367.00	684,765.00	14,590.00			1,605,349.00
Portland Cement Concrete Paving						131,755.00
HMA Plant Mix						73,114.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures	281,300.00	608,210.20				1,355,342.20
Drainage	109,775.00	2,308,059.00				3,421,975.41
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction		159,435.00	234,000.00			929,011.00
Landscaping	66,097.00		83,000.00	120,450.00		1,904,895.09
Fencing						31,597.00
Guardrail						33,008.00
Painting						0.00
Signing						500.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						23,000.00
Pavement Markings (Paint)						24,840.00
Other Construction (List)						677,505.00
Traffic Control/ Layout	395,125.00	195,000.00				871,961.07
						218,436.00
Totals	1,045,664.00	3,955,469.20	331,590.00	120,450.00	0.00	11,302,288.77

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	ALAMP	Industrial Fence	Utility Dynamics	TNT Landscape	
Type of Work	PCC	Misc Fence	Electric	Seed/ Sod/ Mulch	
Subcontract Price	394,525.00	122,077.35	126,013.00	86,625.00	
Amount Uncompleted	394,525.00	122,077.35	65,735.00	86,625.00	
Subcontractor	Clean Cut	Abari	JM Irrigation		
Type of Work	Tree Removal	Concrete	Irrigation		
Subcontract Price	14,851.00	67,062.00	15,000.00		
Amount Uncompleted	14,851.00	67,062.00	15,000.00		
Subcontractor	Geske	Elmun & Nelson			
Type of Work	Asphalt	Electric			
Subcontract Price	587,162.50	84,817.50			
Amount Uncompleted	487,162.50	84,814.50			
Subcontractor	MW Fence	Kadilex Const			
Type of Work	Guardrail	Rebar- Install			
Subcontract Price	13,177.50	175,440.00			
Amount Uncompleted	13,177.50	165,747.65			
Subcontractor	PPM	Peter Baker			
Type of Work	Thermo Strip	Asphalt			
Subcontract Price	24,921.25	267,276.35			
Amount Uncompleted	24,921.25	267,276.35			
Subcontractor	Utility Dynamics	PPM			
Type of Work	Electric	Pavement Marking			
Subcontract Price	339,861.00	12,496.70			
Amount Uncompleted	339,861.00	12,496.70			
Subcontractor	Rock Solid	Sincere Landscape			
Type of Work	Base Stabilization	Landscaping			
Subcontract Price	143,540.00	68,992.18			
Amount Uncompleted	143,540.00	24,956.00			
Total Uncompleted	1,418,038.25	744,430.55	80,735.00	86,625.00	0.00

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

Subscribed and sworn to before me

this 14th day of June, 2019.

Kimberly S. Buczynski
Notary Public

My commission expires: 10/14/22

(Notary Seal)

Type or Print Name Ken Copenhagen, President
Officer of Director Title
 Signed [Signature]
 Company Copenhagen Construction, Inc.
 Address 175 Maggie Drive
Gilbert, IL 60136



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 6/14/2019
(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	157/ 61E94	2019 Shared Use Path	Rollins Savana	141/ 61F75		
Contract With	IDOT	Montgomery	LCP	IDOT		
Estimated Completion Date	25 WD	8/2/2019	11/1/2019	10/30/2020		
Total Contract Price	303,835.00	288,803.50	393,791.00	6,139,353.90		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	303,835.00	225,608.50	393,791.00	6,139,353.90		23,657,049.14
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						23,657,049.14

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	63,634.00	32,000.00	147,250.00	756,633.00		2,604,866.00
Portland Cement Concrete Paving						131,755.00
HMA Plant Mix	25,530.00					98,644.00
HMA Paving	23,530.00			400,855.00		424,385.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures				275,325.00		1,630,667.20
Drainage	25,905.00		27,040.00	2,380,562.00		5,855,482.41
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	111,421.00	69,278.00	50,204.00	734,066.00		1,893,980.00
Landscaping	2,940.00	8,610.00	40,336.80			1,956,781.89
Fencing	1,250.00					32,847.00
Guardrail						33,008.00
Painting						0.00
Signing	3,460.00			7,080.00		11,040.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						23,000.00
Pavement Markings (Paint)						24,840.00
Other Construction (List) Tree REM	3,167.26			7,961.00		688,633.26
Traffic Control		21,722.56	11,000.00	259,944.09		1,164,627.72
ENG Items/ Allow		14,684.50	51,980.78	300,000.00		585,101.28
Totals	260,837.26	148,295.06	327,811.58	5,122,426.09	0.00	17,159,658.76

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.

7 of 8
Page 4 of 15

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	Marking Specialists	TruSeal	DLZ	Conin CS	
Type of Work	PVMT Mark	Thermo Strip	Layout	Landscaping	
Subcontract Price	3,859.74	7,585.54	7,100.00	170,863.25	
Amount Uncompleted	3,859.74	7,585.54	7,100.00	170,863.25	
Subcontractor	Quigg ENG	Schroeder	Everlast	Marking Specialists	
Type of Work	Staking	Asphalt	HMA	PVMT Marking	
Subcontract Price	12,965.00	50,902.50	12,589.10	15,027.44	
Amount Uncompleted	12,965.00	50,902.50	12,589.10	15,027.44	
Subcontractor	Millennia PS	Home Town Ele	Footstone	C3 Corporation	
Type of Work	QCT	Electric	Herbicide	Layout	
Subcontract Price	5,961.00	20,825.40	17,437.20	36,350.00	
Amount Uncompleted	5,961.00	20,825.40	17,437.20	36,350.00	
Subcontractor	Sugura, Tr.		Thome Ele	Peter Baker	
Type of Work	Truck/ Haul		Electric	Asphalt	
Subcontract Price	20,212.00		27,053.12	794,687.12	
Amount Uncompleted	20,212.00		27,053.12	794,687.12	
Subcontractor			TruSeal		
Type of Work			Thermo		
Subcontract Price			1,800.00		
Amount Uncompleted			1,800.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	42,997.74	79,313.44	65,979.42	1,016,927.81	0.00

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

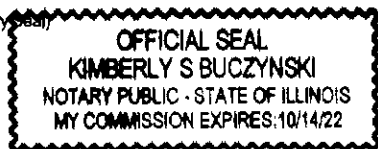
Subscribed and sworn to before me

this 14th day of June, 2019

Kimberly S. Buczynski
Notary Public

My commission expires: 10/14/22

(Notary Seal)



Type or Print Name Ken Copenhagen, President

Officer or Director

Title

Signed

Company

Address

Copenhagen Construction, Inc.
75 Koppie Drive
Colberts, IL 60036

SEALED BID

BID #: Sealed Bid 27-019 Bowes Bend Outfall Improvements
OPENING DATE: 7/8/2019 - OPENING TIME: 2:00 P.M. CST
DESCRIPTION: BOWES BEND OUTFALL IMPROVEMENTS
DATED MATERIAL DELIVER IMMEDIATELY

VENDOR CONTACT: Ken Copenhaver

COMPANY NAME: Copenhaver Construction, Inc.

STREET ADDRESS: 75 Koppie Drive

CITY, STATE, ZIP: Gilberts, IL 60136

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR BID TO HELP ENSURE PROPER DELIVERY! LATE BIDS WILL BE NOT BE ACCEPTED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/3/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER XYZ Insurance Company	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :AM Best A Rated Carrier		
INSURER B :AM Best A Rated Carrier		
INSURER C :AM Best A Rated Carrier		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 1738544639 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	ABC123	12/1/2014	12/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	ABC123	12/1/2014	12/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			ABC123	12/1/2014	12/1/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	ABC123	12/1/2014	12/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Job No./Event/Project

PLEASE INCLUDE COPY OF ENDORSEMENTS

County of Kane is included as additional insured on a primary/non-contributory basis for Commercial General Liability as required by written contract (Per CG 2010 & CG2037 or equivalent).
Waiver of Subrogation on General Liability, Auto, & W.C in favor of the additional insureds as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
County of Kane 719 Batavia Ave., Bldg A Geneva IL 60134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>John Anderson Signature</i>

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A Statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
SAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who is an Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
EXAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

YOUR LETTERHEAD
 1234 South Main Street
 Geneva, IL 60134

CONTRACTOR DISLCOSURE

As of January 1, 2015, ABC Company , to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners with at least 5% holdings in ABC Company:

Mr. John Smith	50%
456 Second Street	
Geneva, IL 60134	

Ms. Sue Jones	50%
456 Second Street	
Geneva, IL 60134	

_____	_____
Officer	Date
Title	

Subscribed and Sworn this ____ day of _____, 2015

 Notary Public

EXISTING SUBSURFACE AGRICULTURAL DRAIN TILE INVESTIGATION REPORT
BOWES CREEK WOODS FOREST PRESERVE
 FOREST PRESERVE DISTRICT OF KANE COUNTY

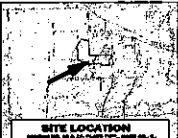
STATIONED WHEN PROPOSED UNDER 1500' AS SHOWN
 DISTANCE FROM THE SUBSURFACE INVESTIGATION POINT
 GREAT BAY'S FARM ROAD TO THE SOUTHWEST

DESCRIPTION OF CHANGES

NO.	DESCRIPTION OF CHANGES	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

DESCRIPTION OF CHANGES

NO.	DESCRIPTION OF CHANGES	DATE
1		
2		
3		
4		
5		
6		
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8		
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ASSUMPTIONS

1. BASED UPON THE INVESTIGATION REPORT AND FIELD SURVEY DATA.
 2. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION CODE (ICC) AND THE ILLINOIS SUBSURFACE DRAINAGE CODE (ISDC).
 3. ALL EXISTING CONSTRUCTION SHALL BE MAINTAINED AND REPAIRED AS NECESSARY.

REPORT SCOPE

1. TO PREPARE A PRELIMINARY PLAN FOR BID COST FOR THE SUBSURFACE DRAINAGE IMPROVEMENT PLAN.
 2. TO SHOW THE LOCATION AND DEPTH OF ALL EXISTING AND PROPOSED DRAIN TILES AND MANHOLES.
 3. TO SHOW THE LOCATION AND DEPTH OF ALL EXISTING AND PROPOSED EROSION CONTROL STRUCTURES.

SPECIAL NOTES

1. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION CODE (ICC) AND THE ILLINOIS SUBSURFACE DRAINAGE CODE (ISDC).
 2. ALL EXISTING CONSTRUCTION SHALL BE MAINTAINED AND REPAIRED AS NECESSARY.
 3. THE PROPOSED DRAINAGE IMPROVEMENT PLAN SHALL BE SUBJECT TO APPROVAL BY THE KANE COUNTY DEPARTMENT OF WATER RESOURCES.

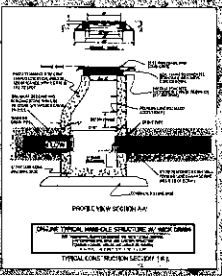
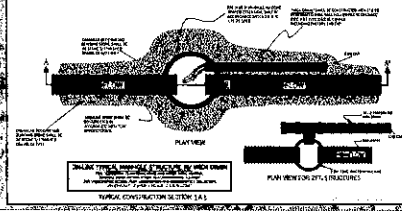
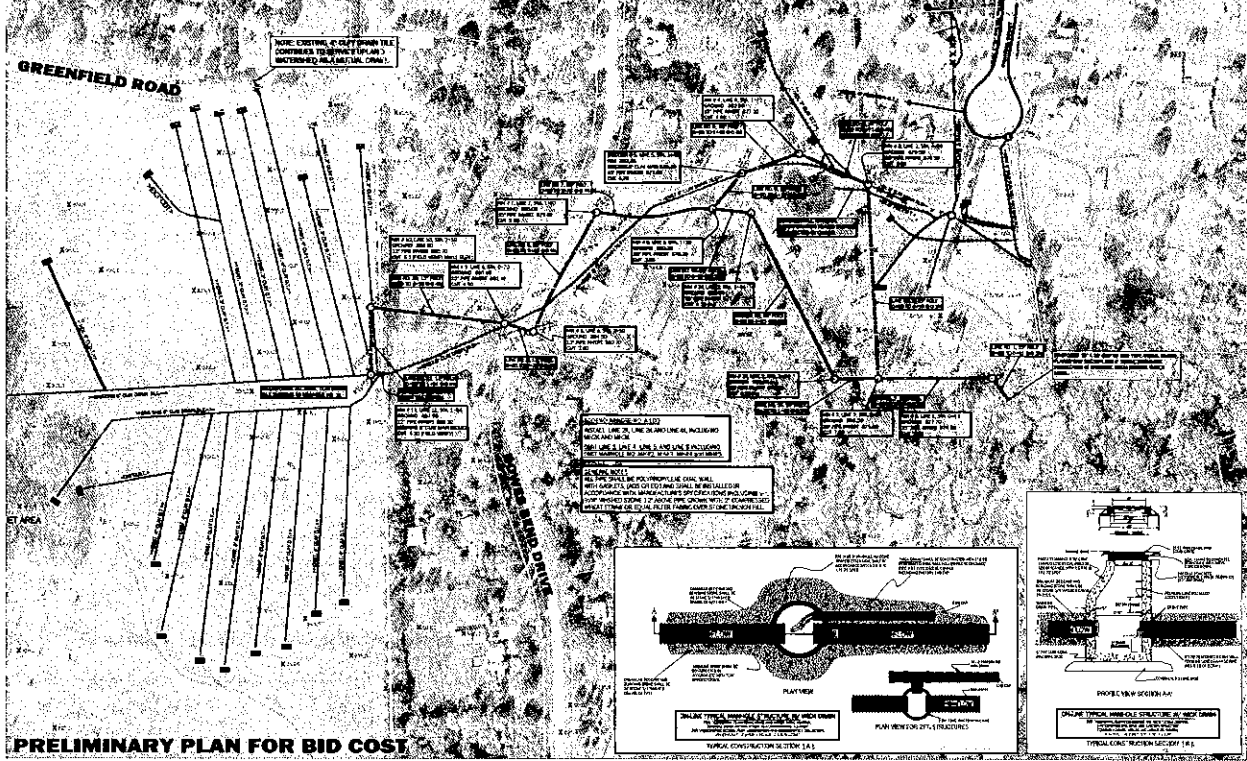
SUBSURFACE DRAINAGE IMPROVEMENT PLAN

BOWES CREEK WOODS FOREST PRESERVE

INCLUDING BOWES BEND SUBDIVISION

PREPARED FOR KANE COUNTY DEPARTMENT OF WATER RESOURCES

SECTION NO. 26 & 27, PLATO TWP., KANE CO., IL.



KANE CO. DEPT. OF WATER RESOURCES
 JOHN W. HULLING, P.E., PROJECT MANAGER
 747 BATAVIA AVENUE, GENEVA, IL, 60134

NO.	DATE	BY	REVISION
1	10/1/17	THOMAS HULLING	ISSUE FOR BIDDING
2	4/1/20	THOMAS HULLING	REVISION TO BIDDING
3	4/15/20	THOMAS HULLING	REVISION TO BIDDING

NO.	DATE	BY	REVISION
1	10/1/17	THOMAS HULLING	ISSUE FOR BIDDING
2	4/1/20	THOMAS HULLING	REVISION TO BIDDING
3	4/15/20	THOMAS HULLING	REVISION TO BIDDING

BOWES CREEK WOODS FOREST PRESERVE
 MUDDLER & MCBRIDE
 PROFESSIONAL ENGINEERS & SURVEYORS
 1200 W. MONROE STREET, DEERFIELD, IL 60015

BID 27-019 Bowes Bend Outfall Project

Opening Tabulation

Monday, July 8, 2019 @ 2 p.m.

VENDORS	BASE BIDS				Bid Submittals			
	A. Option 1 – Total Cost	B. Option 2 – Total Cost	C. Plato Township Road – Total Cost	TOTAL LUMP SUM (Sections A - C)	Bid Signature	COI & Disclosure Statement	Add #1	Bid Bond
Copenhaver Construction, Inc. 75 Koppie Drive, Gilberts, IL 60136	\$129,157.00	\$116,720.00	\$51,980.00	\$297,857.00	X	XX		X
Martam Construction, Inc. 1200 Gasket Drive, Elgin, IL 60120	\$158,652.00	\$135,710.00	\$56,660.00	\$351,022.00	X		X	X
Performance Construction & Engineering, LLC 217 W. John Street, Plano, IL 60545	\$155,324.00	\$140,260.00	\$54,540.00	\$350,124.00	X	XX	X	X
DiMeo Bros, Inc. 720 Richard Lane, Elk Grove Village, IL 60007	\$183,040.00	\$154,780.00	\$73,600.00	\$411,420.00	X	XX	X	X

Bid Opening Attendees:

James Boll - Copenhaver Construction, Inc.

T.J. Floyd - DiMeo Bros, Inc.

Jairo Gomez - LMCC Laborer's Union

Jean Kutrovatz - Martam Construction, Inc.

Lonnie Avery - Performance Construction & Engineering, LLC

Theresa Dobersztyn - Kane County

Maria Calamia - Kane County