

DuPage County Procurement Services

421 North County Farm Road, Room 3-400
Wheaton, Illinois 60187-3978

Phone: (630) 407-6200 Fax: (630) 407-6201

PURCHASE ORDER

Referenced Purchase Order: 1067-0001 SERV Page: 1
Currency: USD Effective Date: 04/28/15
Expiration Date: 11/30/16
Closed Date:
Last Invoice Allowed Date:
Document Origin: Entered

Purchase Agreement: SW-EARTHWERKS 15011

Buyer Contact: Debra Thompson
Phone: 630-407-6184
Fax:

Vendor: 11452 Purchase From:

EARTHWERKS LAND IMPROVEMENT &
DEVELOPMENT CORP
1240 LYON ROAD

Contact:
Phone: 630-482-2341
Fax: L 630-482-2342

BATAVIA IL 60510

THIS CONTRACT IS FOR THE WEST BRANCH DUPAGE RIVER FLOOD CONTROL
AND RE-MEANDER PROJECT FOR STORMWATER MANAGEMENT, PER LOWEST
RESPONSIBLE BID #15-011-DT.

Line	Service Description	UOM	Maximum Quantity	Price
1	W. BRANCH DUPAGE RIVER FLOOD CONTROL		0	2,819,671.800
	Total AOC:		0.000	
	Total Tax:		0.000	
	Total Product Cost:		2,819,671.800	

1067-0001 Sew



PROCUREMENT REVIEW CHECKLIST

REQUISITION # 4506

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

REQUISITION #		CONTRACT TERM	
DATE SUBMITTED	04/03/15	REQUESTING DEPT.	Stormwater Management
VENDOR	Earthwerks Land Improvement & Dev. Corp.	DEPT. CONTACT	Jamie Lock
VENDOR PHONE #	(630) 482-2341	CONTACT PHONE #	(630) 407-6705
DESCRIPTION OF PROCUREMENT / SCOPE OF WORK	\$2,819,671.80 - Furnish all equipment, labor, material, tools and supervision necessary for the construction of a flood control berm, compensatory storage, multi use paths, reconstruction of 2nd street, relocation of the river, and river restoration along the West Branch DuPage River, associated with bid 15-011.		
REASON FOR PROCUREMENT	Lowest Responsive Bidder per Bid No. 15-011-DT		
BACKGROUND (HISTORY)	DuPage County, with funding assistance from a Housing and Urban Development Grant, will be implementing a flood control and river restoration project to provide flood protection to portions of the City of Warrenville that has experienced continued damages associated with flooding of the West Branch DuPage River. This project was identified as a preferred alternative from the West Branch DuPage River Watershed Plan Addendum approved in 2010.		

SOURCE OF FUNDING

- THIS PROCUREMENT WAS SPECIFICALLY BUDGETED FOR (FY & BUDGET CODE) 5000-1520-54060-DR06-54060
- BUDGET TRANSFER (DATE) _____
- FUNDS FOR THIS PROCUREMENT HAVE BEEN IDENTIFIED IN BUDGET LINE _____

DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE PER QUOTE # _____ (ATTACH QUOTE TABULATION)
- LOWEST RESPONSIBLE BIDDER PER BID # 15-011-DT (ATTACH BID TABULATION)
- PER COOPERATIVE PURCHASING AGREEMENT: _____ (STATE NAME OF COOPERATIVE)
- INTERGOVERNMENTAL AGREEMENT
- PUBLIC UTILITY (EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding)
- SOLE SOURCE ((ATTACH SOLE SOURCE JUSTIFICATION FORM) - EXEMPT FROM BIDDING PER DU PAGE COUNTY PURCHASING ORDINANCE, ARTICLE 4-10)
- EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under \$35,000.00
- EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding. Explain below: _____

2015 APR - 8 PM 3:04
 DUPAGE COUNTY
 PURCHASING

BASIS OF DECISION MEMO (ATTACH DECISION MEMO)

- EXPLANATION OF REQUEST FOR PROPOSAL (RFP) INSTEAD OF BID. MOST QUALIFIED OFFEROR PER PROPOSAL # _____ (INCLUDE EVALUATION SUMMARY WITH DECISION MEMO)
- PROFESSIONAL SERVICES EXCLUDED PER 50 ILCS 510 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)
- OTHER PROFESSIONAL SERVICES (DETAIL VETTING PROCESS ON DECISION MEMO)
- EMERGENCY PROCUREMENT AUTHORIZED BY _____ DATE _____
- REQUEST WAIVER OF COUNTY BID RULES (ONLY ALLOWABLE TO STATUATORY LIMITS)
- OTHER THAN LOWEST RESPONSIVE, RESPONSIBLE SOLICITATION # _____

Jamie Lock	04/03/15	<i>Anthony P. Chatter</i>	4-3-15
PREPARED BY	DATE	RECOMMENDED FOR APPROVAL	DATE
<i>DL</i>	4-14-15	<i>Jamie</i>	4/15/15
BUYER	DATE	PROCUREMENT MANAGER	DATE
<i>DLR</i>	4-15-15		
CHIEF FINANCIAL OFFICER (DECISION MEMOS OVER \$25,000)	DATE	STATES ATTORNEY'S OFFICE (AS REQUIRED)	DATE
		APPROVED	
CHAIRMAN'S OFFICE (DECISION MEMOS OVER \$25,000)	DATE		APR 28 2015
			DATE

COUNTY OF DU PAGE, ILLINOIS



Required Vendor Ethics Disclosure Statement

Company Name:	EarthWoods Land Improvement & Development Corporation		
Company Contact:	Dan Davies	Contact Phone:	630-402-2341
Bid/Contract PO:	15-005-DT		

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

I have made the following campaign contributions within the current and previous calendar year:

If no contributions have been made enter "NONE" below:

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
Gary Muckheit		check	\$500	2-2-2015

Attach additional sheets if necessary. Sign each added sheet and number each page ___ (#) of ___ (total pages).

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.

Lobbyists, Agents And Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid	Telephone	Email
n/a		

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments.

The full text of the county's ethics and procurement policies and ordinances are available at <http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature _____
 Printed Name DAN DAVIES
 Title President
 Date 3-19-15



WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE
SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

Entity Name	EARTHWERKS LAND IMPROVEMENT & DEVELOPMENT CORPORATION	File Number	65180926
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	09/22/2006	State	ILLINOIS
Agent Name	BERNARD K WEILER	Agent Change Date	09/22/2006
Agent Street Address	2111 PLUM ST SUITE 201	President Name & Address	DAN DAVIES 1240 LYON ROAD BATAVIA 60510
Agent City	AURORA	Secretary Name & Address	SAME
Agent Zip	60506	Duration Date	PERPETUAL
Annual Report Filing Date	08/06/2014	For Year	2014

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(One Certificate per Transaction)

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**COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES DIVISION
BID TABULATION ADVISE**

**BID #15-011-DT
WEST BRANCH DuPAGE RIVER
FLOOD CONTROL & RE-MEANDER
BID OPENING DATE: MARCH 19, 2015
1:30 P.M.**

This Solicitation required attendance at both a MANDATORY Pre-Proposal Conference and Site Visitation.

RESPONSIBLE BIDS:	TOTAL BASE BID	ITEMS ORDERED BY ENGINEER W/CONTINGENCY	TOTAL BID AMOUNT
EARTHWERKS LAND IMPROVEMENT & DEVELOPMENT CORPORATION	\$2,785,835.80*	\$33,836.00*	\$2,819,671.80*
V3 CONSTRUCTION GROUP, LTD	\$3,500,000.00	\$70,544.00*	\$3,570,544.00*

*CORRECTED TOTALS

NON-RESPONSIBLE BIDS:

NO BID RESPONSES:

BID OPENING ATTENDED BY:

John Meneghini, Procurement Officer *JMM 3/19/2015*
 Larry Gammel, DuPage County Buyer
 Rudy Dixon, Earthwerks Land Improvement & Development
 Tom Foster, V3 Construction Group
 Jamie Lock, Stormwater
 Mike Drew, International Union Of Operating Engineers
 Dan Heinz, Labor Management For Chicago Vicinity

INVITATIONS SENT:	71	POTENTIAL BIDDERS REQUESTING BID DOCUMENTS:	48	TOTAL BID RESPONSES RECEIVED:	2
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COUNTY OF DU PAGE, ILLINOIS

COUNTY OF DUPAGE, ILLINOIS

BID # 15-011-DT

**WEST BRANCH DUPAGE RIVER FLOOD CONTROL & RE-MEANDER
BID FORM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	EarthWerus Land Improvement & Development Corp.		
Main Business Address	1240 Lyon Road		
City, State, Zip Code	BATAVIA IL 60510		
Telephone Number	630-482-2341	Email Address	ddavies@earthwerusinc.com
Bid Contact Person	Dan Davies		

TO: The DuPage County Purchasing Division
The undersigned, being duly sworn, certifies that he is:

- the Owner/Sole Proprietor
 a Member of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

<u>Dan Davies</u> (President or Partner)	<u>Dan Davies</u> (Vice-President or Partner)
<u>Dan Davies</u> (Secretary or Partner)	<u>Dan Davies</u> (Treasurer or Partner)

Further, as Contractor, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Purchasing Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, , , and issued thereto;

Further, the Contractor proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating.

The affiant deposes and says that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the bidder certifies that he has provided equipment, supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

Signature of Bidder authorizes the County of DuPage to verify business references.

COUNTY OF DU PAGE, ILLINOIS

COUNTY OF DUPAGE, ILLINOIS

BID # 15-011-DT

WEST BRANCH DUPAGE RIVER FLOOD CONTROL & RE-MEANDER

BID FORM

BID AWARD CRITERIA:

This bid will be awarded to the lowest responsive, responsible bidder based upon the Total Base Bid. The County of DuPage reserves the right to decrease the quantities and eliminate items shown herein to correspond with Departmental budgetary allowance; the actual Contract award amount will be determined by the County based upon the items selected. The Contractor agrees to provide the equipment, service and supplies described in the contract specifications and under the conditions outlined in attached documents for the amount stated below.

TOTAL BASE BID	\$ 2,705,739. ⁸⁰
ITEMS ORDERED BY ENGINEERING (IOBE)	\$ 18,836. ⁰⁰
*CONTINGENCY	\$15,000.00
TOTAL BASE BID & IOBE	\$ 2,819,575. ⁸⁰

Two million eight hundred and nineteen thousand five hundred seventy five Dollars and eighty Cents.

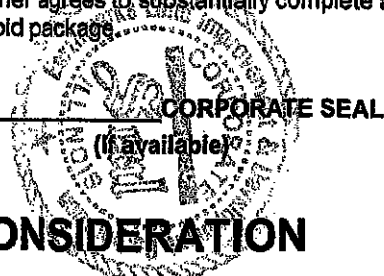
(Print or Type)

*The County has established a Project Contingency Allowance in the amount stipulated to be used solely at the County's discretion to cover construction costs associated with unforeseen project conditions. Such Project Contingency Allowance may not be utilized without the expressed written permission of the County.

STARTING AND COMPLETION:

If awarded a contract under this bid, the undersigned proposes to start work at the site within fifteen (15) calendar days after receipt from the County of a formal Notice to Proceed. The above further agrees to substantially complete all the work covered by the Bid Form in accordance with the time indicated in the bid package.

X [Signature] PRESIDENT DAN DAVIES



BID MUST BE SIGNED FOR CONSIDERATION

THIS BID FORM MUST BE FILLED OUT, SIGNED BY THE BIDDER AND PROPERLY NOTARIZED.

Subscribed and Sworn to before me this 19th day of March AD, 2015. My Commission Expires: 3-3-16

[Signature] L. DAVIES (Notary Public)



The Ethics Disclosure Statement on the following page must be filled out and signed by the bidder. Signature of Bidder authorizes the County of DuPage to verify business information.

West Branch DuPage River Flood Control & Re-meander
DuPage County Stormwater Management

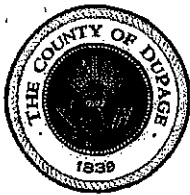
SCHEDULE OF QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
SP-1	PRE-CONSTRUCTION VIDEO TAPING	L SUM	1.0	\$ 3,000.00	\$ 3,000.00
SP-67	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	1050.0	\$ 30.00	\$ 31,500.00
SP-67	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	763.0	\$ 30.00	\$ 22,890.00
SP-9	TEMPORARY FENCE	FOOT	1335.0	\$ 2.00	\$ 2,670.00
SP-9	TREE PROTECTION - TREE TRUNK PROTECTION	EACH	75.0	\$ 100.00	\$ 7,500.00
SP-9	TREE PROTECTION - ROOT PROTECTION MATS	FOOT	405.0	\$ 1.00	\$ 405.00
20101200	TREE ROOT PRUNING	EACH	75.0	\$ 150.00	\$ 11,250.00
SP-15	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	280.0	\$ 12.00	\$ 3,360.00
SP-30	TEMPORARY RIVER CROSSING	L SUM	1.0	\$ 15,000.00	\$ 15,000.00
SP-7	PERIMETER EROSION BARRIER	FOOT	5095.0	\$ 15.00	\$ 76,425.00
SP-8	INLET AND PIPE PROTECTION	EACH	10.0	\$ 100.00	\$ 1,000.00
SP-10	STREET CLEANING	DAY	15.0	\$ 400.00	\$ 6,000.00
SP-4	MOBILIZATION	L SUM	1.0	\$ 150,000.00	\$ 150,000.00
SP-5	TRAFFIC CONTROL AND PROTECTION	L SUM	1.0	\$ 10,000.00	\$ 10,000.00
SP-6	CONSTRUCTION LAYOUT AND AS-BUILT SURVEY	L SUM	1.0	\$ 18,000.00	\$ 18,000.00
SP-12	EARTH EXCAVATION, SPECIAL	CU YD	22870.0	\$ 25.00	\$ 594,620.00
SP-16	EXPLORATORY TRENCH, SPECIAL	FOOT	65.0	\$ 20.00	\$ 1,300.00
SP-13	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	270.0	\$ 30.00	\$ 8,100.00
20700220	POROUS GRANULAR EMBANKMENT	CU YD	270.0	\$ 30.00	\$ 8,100.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	2875.0	\$ 2.00	\$ 5,750.00
20400800	FURNISHED EXCAVATION	CU YD	7063.0	\$ 30.00	\$ 211,890.00
SP-53	TRENCH BACKFILL SPECIAL	CU YD	1369.0	\$ 38.00	\$ 52,022.00
SP-14	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	5630.0	\$ 3.00	\$ 16,890.00
SP-14	TOPSOIL FURNISH AND PLACE, 12"	SQ YD	14143.0	\$ 6.00	\$ 84,858.00
SP-14	TOPSOIL FURNISH AND PLACE, 18"	SQ YD	225.0	\$ 8.00	\$ 1,800.00
SP-17	PAVEMENT REMOVAL	SQ YD	3085.0	\$ 4.00	\$ 12,340.00
44000157	HMA SURFACE REMOVAL 2"	SQ YD	1075.0	\$ 7.50	\$ 8,062.50
SP-17	COMBINATION CONCRETE CURB & GUTTER REMOVAL	FOOT	338.0	\$ 6.00	\$ 2,028.00
SP-17	SIDEWALK REMOVAL	SQ FT	3480.0	\$ 1.00	\$ 3,480.00
SP-17	PATH REMOVAL	SQ YD	750.0	\$ 1.00	\$ 750.00
SP-17	LIMESTONE WALL REMOVAL	L SUM	1.0	\$ 3,000.00	\$ 3,000.00
SP-17	CONCRETE WALL REMOVAL	FOOT	60.0	\$ 30.00	\$ 1,800.00
SP-17	TIMBER WALL REMOVAL	L SUM	1.0	\$ 2,000.00	\$ 2,000.00
SP-17	BUILDING FOUNDATION REMOVAL	L SUM	1.0	\$ 12,000.00	\$ 12,000.00
SP-17	RAILING REMOVAL	FOOT	65.0	\$ 10.00	\$ 650.00
SP-20	SEWER REMOVAL 15" OR LESS	FOOT	960.0	\$ 10.00	\$ 9,600.00
SP-20	SEWER REMOVAL GREATER THAN 15"	FOOT	159.0	\$ 10.00	\$ 1,590.00
SP-19	REMOVE EXISTING END SECTIONS	EACH	1.0	\$ 100.00	\$ 100.00
SP-21	STRUCTURE REMOVAL/ FILLING	EACH	12.0	\$ 100.00	\$ 1,200.00
SP-22	CHAIN LINK FENCE REMOVAL	FOOT	240.0	\$ 2.00	\$ 480.00
SP-17	STREETLIGHT TO BE REMOVED	EACH	1.0	\$ 100.00	\$ 100.00
SP-18	REMOVE AND REINSTALL FENCE	FOOT	300.0	\$ 30.00	\$ 9,000.00
SP-25	PCC SIDEWALK, 5-INCH SPECIAL	SQ FT	3625.0	\$ 6.00	\$ 21,750.00
SP-25	PCC SIDEWALK LANDING	EACH	1.0	\$ 800.00	\$ 800.00
SP-27	DETECTABLE WARNINGS	SQ FT	45.0	\$ 20.00	\$ 900.00
SP-72	DUMPSTER ENCLOSURE COMPLETE	L SUM	1.0	\$ 15,000.00	\$ 15,000.00
35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	455.0	\$ 4.00	\$ 1,820.00
35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	1875.0	\$ 6.00	\$ 11,250.00
35102000	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	774.0	\$ 8.00	\$ 6,192.00
35102200	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	337.0	\$ 10.00	\$ 3,370.00
SP-74	WASHED STONE 4"	SQ YD	38.0	\$ 6.00	\$ 228.00
SP-75	DRAINAGE COURSE AGGREGATE (CA-7)	CU YD	6.70	\$ 30.00	\$ 201.00
SP-75	DRAINAGE COURSE AGGREGATE (CA-16)	CU YD	3.30	\$ 30.00	\$ 99.00
SP-76	INFILTRATION SOIL	SQ YD	115.0	\$ 20.00	\$ 2,300.00
SP-77	CURB CUT COBBLES	EACH	6.0	\$ 1,000.00	\$ 6,000.00
SP-78	SOIL CONDITIONER	SQ YD	35.0	\$ 4.00	\$ 140.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	586.0	\$ 88.00	\$ 51,568.00
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	434.0	\$ 90.00	\$ 39,060.00
X4060110	BITUMINOUS MATERIALS (PRIME COAT)	POUNDS	8525.0	\$ 0.31	\$ 2,642.75

42001300	PROTECTIVE COAT	SQ YD	1320.0	\$ 1.85	\$ 2,442.00
SP-24	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	920.0	\$ 18.00	\$ 16,560.00
SP-24	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.06 (SPECIAL)	FOOT	155.0	\$ 35.00	\$ 5,425.00
SP-24	CONCRETE CURB TYPE B (SPECIAL)	FOOT	75.0	\$ 20.00	\$ 1,500.00
54215547	METAL END SECTION 12"	EACH	1.0	\$ 300.00	\$ 300.00
54213668	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	1.0	\$ 1,000.00	\$ 1,000.00
54213675	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 30"	EACH	1.0	\$ 1,500.00	\$ 1,500.00
SP-54	STORM SEWERS, PVC 6"	FOOT	140.0	\$ 24.00	\$ 3,360.00
SP-54	STORM SEWERS, PVC 12"	FOOT	55.0	\$ 33.00	\$ 1,815.00
SP-54	STORM SEWERS, PVC 12" (WATERMAIN QUALITY)	FOOT	155.0	\$ 40.00	\$ 6,200.00
SP-54	STORM SEWERS, PVC 15" (WATERMAIN QUALITY)	FOOT	25.0	\$ 58.00	\$ 1,450.00
SP-54	STORM SEWERS, CLASS A, TYPE 2, RCP 18"	FOOT	131.0	\$ 41.00	\$ 5,371.00
SP-54	STORM SEWERS, CLASS A, TYPE 2, RCP 27"	FOOT	162.0	\$ 54.00	\$ 8,748.00
SP-54	STORM SEWERS, CLASS A, TYPE 2, RCP 30"	FOOT	57.0	\$ 90.00	\$ 5,130.00
SP-55	PIPE UNDERDRAINS (SPECIAL)	FOOT	120.0	\$ 22.00	\$ 2,640.00
60206905	CATCH BASIN, TYPE C, TYPE 1 FRAME OPEN LID	EACH	1.0	\$ 1,300.00	\$ 1,300.00
60221000	MANHOLES, TYPE A, 5' DIAMETER, TYPE 1 FRAME OPEN LID	EACH	1.0	\$ 2,000.00	\$ 2,000.00
60223700	MANHOLES, TYPE A, 6' DIAMETER, TYPE 1 FRAME OPEN LID	EACH	1.0	\$ 8,500.00	\$ 8,500.00
60234200	INLETS, TYPE A, TYPE 1 FRAME OPEN LID	EACH	1.0	\$ 1,000.00	\$ 1,000.00
60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	2.0	\$ 1,000.00	\$ 2,000.00
SP-23	DEWATERING	L SUM	1.0	\$ 50,000.00	\$ 50,000.00
SP-28	COFFERDAM SYSTEM	L SUM	1.0	\$ 60,000.00	\$ 60,000.00
SP-51	DRAINAGE & UTILITY STRUCTURE TO BE ADJUSTED	EACH	1.0	\$ 500.00	\$ 500.00
SP-51	DRAINAGE & UTILITY STRUCTURE TO BE RECONSTRUCTED	EACH	1.0	\$ 700.00	\$ 700.00
SP-51	PRIVATE UTILITY STRUCTURE TO BE ADJUSTED	EACH	1.0	\$ 700.00	\$ 700.00
SP-62	WATER MAIN TO BE ADJUSTED 8"	FOOT	25.0	\$ 185.00	\$ 4,625.00
SP-71	MOVE FIRE HYDRANT	EACH	1.0	\$ 4,000.00	\$ 4,000.00
SP-21	SANITARY SIPHON STRUCTURE TO BE REMOVED	EACH	1.0	\$ 1,800.00	\$ 1,800.00
SP-57	SANITARY MANHOLE 4' DIA	EACH	1.0	\$ 5,000.00	\$ 5,000.00
SP-57	SANITARY DROP MANHOLE, 5' DIA	EACH	1.0	\$ 6,800.00	\$ 6,800.00
SP-56	SANITARY SEWER, SDR 26, PVC 12"	FOOT	370.0	\$ 70.00	\$ 25,900.00
SP-56	SANITARY SEWER, SDR 26, PVC 16"	FOOT	67.0	\$ 80.00	\$ 5,360.00
SP-58	SANITARY SIPHON STRUCTURE	EACH	1.0	\$ 25,000.00	\$ 25,000.00
SP-56	SANITARY SIPHON 6"	FOOT	230.0	\$ 30.00	\$ 6,900.00
SP-56	SANITARY SIPHON 10"	FOOT	460.0	\$ 50.00	\$ 23,000.00
SP-61	SANITARY BYPASS PUMPING	L SUM	1.0	\$ 75,000.00	\$ 75,000.00
SP-59	CONNECT TO EXISTING SANITARY SIPHON	L SUM	1.0	\$ 3,500.00	\$ 3,500.00
SP-60	SEWER TRENCHLESS REHABILITATION CURED IN PLACE PIPE 6"	FOOT	375.0	\$ 10.00	\$ 3,750.00
SP-60	SEWER TRENCHLESS REHABILITATION CURED IN PLACE PIPE 10"	FOOT	750.0	\$ 10.00	\$ 7,500.00
SP-70	DROP GATE	EACH	1.0	\$ 4,000.00	\$ 4,000.00
72000100	SIGN PANEL TYPE 1	SQ FT	11.0	\$ 100.00	\$ 1,100.00
72900100	METAL POST - TYPE A	FOOT	70.0	\$ 10.00	\$ 700.00
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	60.0	\$ 10.00	\$ 600.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	1087.0	\$ 0.40	\$ 434.80
78001150	PAINT PAVEMENT MARKING - LINE 12"	FOOT	90.0	\$ 1.00	\$ 90.00
78001180	PAINT PAVEMENT MARKING - LINE 24"	FOOT	98.0	\$ 1.80	\$ 176.40
SP-73	UNDERGROUND CONDUIT, PVC, 1 1/4" DIA.	FOOT	315.0	\$ 14.00	\$ 4,410.00
SP-73	UNDERGROUND CONDUIT, GALVANIZED STEEL, 1 1/4" DIA.	FOOT	75.0	\$ 14.00	\$ 1,050.00
SP-73	LIGHT POLE FOUNDATION	EACH	8.0	\$ 4,000.00	\$ 32,000.00
SP-73	LIGHT POLE & FOUNDATION	EACH	1.0	\$ 8,000.00	\$ 8,000.00
SP-73	#10 AWG XHHW WIRE	FOOT	135.0	\$ 3.00	\$ 405.00
SP-73	#12AWG XHHW GROUND WIRE	FOOT	45.0	\$ 3.00	\$ 135.00
SP-26	CONCRETE WHEEL STOP	EACH	15.0	\$ 55.00	\$ 825.00
SP-31	VEGETATED ROCK TOE (0.75 CY ROCK/LF @ 1.5 TONS/CY)	TON	1230.0	\$ 84.00	\$ 103,320.00
SP-32	POINT BAR COBBLE(0.81 TONS/SQ YD)	TON	1050.0	\$ 84.00	\$ 88,200.00
SP-33	RIFFLE COBBLE	TON	325.0	\$ 84.00	\$ 27,300.00
SP-33	RIFFLE BANK RUN GRAVEL AND COBBLE	TON	234.0	\$ 84.00	\$ 19,656.00
SP-33	RIFFLE BOULDERS (18"- 24")	TON	35.0	\$ 90.00	\$ 3,150.00
SP-45	MUSHROOM CAP	EACH	3.0	\$ 400.00	\$ 1,200.00
SP-36	LARGE WOODY DEBRIS	EACH	15.0	\$ 100.00	\$ 1,500.00
SP-36	LARGE WOODY DEBRIS BOULDERS (1 TON PER WOODY DEBRIS)	TON	15.0	\$ 100.00	\$ 1,500.00
SP-37	BOULDER CLUSTER	TON	27.0	\$ 90.00	\$ 2,430.00
SP-35	ROCK OUTLET PROTECTION	TON	143.0	\$ 90.00	\$ 12,870.00
SP-35	ROCK OUTLET PROTECTION BOULDERS	TON	13.0	\$ 90.00	\$ 1,170.00
SP-41	WEED CONTROL PRIOR TO PLANTING	ACRE	2.80	\$ 2,850.00	\$ 7,980.00
SP-46	NATIVE TREES	EACH	32.0	\$ 500.00	\$ 16,000.00

SP-46	NATIVE SHRUBS	EACH	64.0	\$ 70.00	\$ 4,480.00
SP-79	SHADE TREE	EACH	11.0	\$ 500.00	\$ 5,500.00
SP-79	INTERMEDIATE TREE	EACH	2.0	\$ 400.00	\$ 800.00
SP-79	EVERGREEN TREE	EACH	6.0	\$ 500.00	\$ 3,000.00
SP-79	DECIDUOUS SHRUB	EACH	60.0	\$ 70.00	\$ 4,200.00
SP-79	EVERGREEN SHRUB	EACH	19.0	\$ 70.00	\$ 1,330.00
SP-80	PERENNIAL PLANTS	EACH	266.0	\$ 10.00	\$ 2,660.00
SP-84	MULCH	CU YD	48.0	\$ 80.00	\$ 3,840.00
25000400	NITROGEN FERTILIZER NUTRIENTS	POUNDS	60.0	\$ 1.00	\$ 60.00
25000500	PHOSPHORUS FERTILIZER NUTRIENTS	POUNDS	60.0	\$ 1.00	\$ 60.00
25000600	POTASSIUM FERTILIZER NUTRIENTS	POUNDS	60.0	\$ 1.00	\$ 60.00
SP-44	WET MEADOW PLUGS	EACH	5320.0	\$ 4.85	\$ 25,802.00
SP-44	RIVER COMMUNITY PLUGS	EACH	9690.0	\$ 4.85	\$ 46,996.50
SP-81	RAIN GARDEN PLUGS	EACH	1141.0	\$ 6.85	\$ 7,815.85
SP-39	TEMPORARY EROSION CONTROL BLANKET	SQ YD	25970.0	\$ 1.30	\$ 33,761.00
SP-42	WET MEADOW SEED MIX	ACRE	0.355	\$ 4,000.00	\$ 1,420.00
SP-42	OPEN FLOODPLAIN SEED MIX	ACRE	2.067	\$ 3,000.00	\$ 6,201.00
SP-42	UPLAND PRAIRIE/MEADOW SEED MIX	ACRE	0.790	\$ 3,000.00	\$ 2,370.00
SP-42	UPLAND SAVANNA SEED MIX	ACRE	0.789	\$ 3,000.00	\$ 2,367.00
SP-42	IDOT CLASS 4A LOW-PROFILE GRASS SEED MIX	ACRE	0.173	\$ 4,000.00	\$ 692.00
SP-42	IDOT CLASS 2A SALT TOLERANT ROADSIDE SEED MIX	ACRE	0.096	\$ 2,000.00	\$ 192.00
25000210	SEEDING, CLASS 1A	ACRE	0.980	\$ 2,000.00	\$ 1,960.00
SP-43	TRI BLEND RYE SEED MIX	ACRE	0.096	\$ 3,000.00	\$ 288.00
SP-48	ECOLOGICAL MANAGEMENT - HERBICIDE CONTROL	YEAR	5.0	\$ 20,150.00	\$ 100,750.00
SP-49	MOWING	ACRE	2.8	\$ 950.00	\$ 2,660.00
SP-50	PRESCRIBED BURNING	ACRE	2.80	\$ 1,500.00	\$ 4,200.00
SP-65	RESTORATION MONITORING AND REPORTING	YEAR	5.0	\$ 4,845.00	\$ 24,225.00
SP-64	STONE OUTCROPPING	SQFT	2307.0	\$ 25.00	\$ 57,675.00
SP-63	MATERIAL FOR STREAM BED ESTABLISHMENT	CU YD	920.0	\$ 80.00	\$ 73,600.00
SP-34	ROCK VANE BOULDERS	TON	70.0	\$ 90.00	\$ 6,300.00
SP-34	ROCK VANE COBBLE	TON	17.0	\$ 80.00	\$ 1,360.00
SP-31	FABRIC ENCAPSULATED SOIL LIFT	FACE FOOT	1094.0	\$ 30.00	\$ 32,820.00
SP-83	RAIN GARDEN MONITORING AND REPORTING	YEAR	3.0	\$ 3,645.00	\$ 10,935.00
SP-69	SELECTIVE REMOVAL OF INVASIVE WOODY AND HERBACEOUS SPECIES	ACRE	1.30	\$ 8,500.00	\$ 11,050.00
TOTAL BASE BID					\$ 2,785,739.80
ITEM NO.	Items Ordered by Engineer (IOBE)	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
SP-33	RIFFLE COBBLE	TON	60.0	\$ 80.00	\$ 4,800.00
SP-85	DECORATIVE SPLIT RAIL FENCE	FOOT	200.0	\$ 18.00	\$ 3,600.00
SP-82	SUPPLEMENTAL WATERING	UNIT	181.2	\$ 30.00	\$ 5,436.00
SP-66	TURBIDITY CURTAIN	LSUM	1.0	\$ 5,000.00	\$ 5,000.00
TOTAL IOBE					\$ 18,836.00
CONTINGENCY					\$ 15,000.00

2,785,835.80
33,836.00
2,819,671.80



DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400
Wheaton, Illinois 60187-3978

Phone: (630) 407-6184 Fax: (630) 407-6201

Email: dthompson@dupageco.org

NOTICE OF AWARD

April 30, 2015

Earthwerks Land Improvement & Development Corp.
Mr. Dan Davies
1240 Lyn Road
Batavia, IL 60510

SUBJECT: BID #15-011-DT, WEST BRANCH DuPAGE RIVER FLOOD CONTROL & RE-MEANDER

Dear Mr. Davies:

The County has considered the Proposal submitted by you for the above-described project in response to its Invitation to Bid dated February 16 29, 2015.

You are hereby notified that your Bid in the amount of \$2,819,671.80 was accepted by the DuPage County Board at their meeting of April 28, 2015.

As stated in the Bid, you are required to execute and return the attached Notice of Award, Agreement with original signatures, post the Performance and Bond in the amount of the contract amount and furnish a Certificate of Insurance within fifteen (15) calendar days from the date of this Notice. Otherwise, the County shall have the right to charge you \$1,000.00 as liquidated damages for the County's cost in re-bidding.

Sincerely,

Debby Thompson
Debby Thompson, CPPB
DuPage County Buyer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

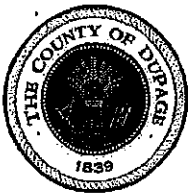
EARTHWERKS LAND IMPROVEMENT & DEVELOPMENT CORPORATION
(Name Of Firm)

this 30th day of APRIL, 2015.

By: *[Signature]* DAN DAVIES

Title: President





DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400
Wheaton, Illinois 60187-3978

Phone: (630) 407-6184 Fax: (630) 407-6201
Email: dthompson@dupageco.org

NOTICE TO PROCEED

May 14, 2015

Earthwerks Land Improvement & Development Corp.
Mr. Dan Davies
1240 Lyn Road
Batavia, IL 60510

SUBJECT: BID #15-011-DT, WEST BRANCH DuPAGE RIVER FLOOD CONTROL & RE-MEANDER

Dear Mr. Davies:

You are hereby notified to commence the work in accordance with the Contract Agreement dated April 29, 2015.

You are required to acknowledge copy of this NOTICE TO PROCEED to the Owner.

Sincerely,

Debby Thompson
Debby Thompson, CPPB
DuPage County Buyer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

Earthwerks Land Improvement & Development Corp.
(Contractor)

this 14th day of May, 2015.

By: *DAN DAVIES*

Title: President



**DuPAGE COUNTY, ILLINOIS
AGREEMENT**

PROJECT NAME: WEST BRANCH DuPAGE RIVER FLOOD CONTROL AND RE-MEANDER

THIS AGREEMENT, made this 29th day of April, 2015, by and between DuPage County, Illinois, hereinafter called "County" or "Owner" and Earthwerks Land Improvement & Development Corporation hereinafter called "Contractor".

WITNESSETH:

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

WHEREAS, the County did on the 28th day of April, 2015, find that the Contractor was the lowest responsive, responsible bidder for hereinafter specified work and did award the Contractor a contract for said work.

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

ARTICLE I- Work To Be Done By Contractor

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

ARTICLE II- Contract Documents

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

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

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

ARTICLE III-Contract Prices, Contract Sum and Payment

County shall pay to Contractor in current funds for the performance of the Work, subject to additions and deductions effected by Change Orders, the separate Contract Prices as stated in the bid proposal, not to exceed the total base bid contract sum, namely: Two Million Seven Hundred Eighty-Five Thousand Seven Hundred Thirty-Nine Dollars and Eighty Cents, \$2,785,739.80

In addition, the County shall pay to Contractor in current funds for providing Additional Items, over and above the base bid, as Ordered by the Engineer/Facilities Manager (County) in accordance with the prices stated in the bid proposal, not to exceed the total Items as Ordered by the County namely: Eighteen Thousand Eight Hundred Thirty-Six Dollars and Zero Cents \$18,836.00.

In addition, the County has established a Project Contingency Allowance in the amount stipulated below to be used solely at the County's discretion to cover construction costs associated with unforeseen project conditions. Such Project Contingency Allowance may not be utilized without the expressed written permission of the County. This amount is Fifteen Thousand Dollars and Zero Cents, \$15,000.00.

The Contract Price aforesaid constitutes the Contract Sum.

ARTICLE IV-Payment

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

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

ARTICLE V- Contract Enforcement - Attorney's Fees

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

ARTICLE VI- Severability Clause

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

ARTICLE VII - Governing Law

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

ARTICLE VIII-Conflict Between Component Parts of Contract

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

1. Addendum Nos. 1, , , and
2. General Conditions of the Contract
3. Special Conditions of the Contract
4. Contract Specifications
5. Contract Drawings
6. Instructions to Bidders
7. Invitation for Bids
8. Bid Form
9. Special Conditions
10. Agreement (This Instrument)
11. Additional General Conditions of the Contract
12. Any and all other Document or Papers included or referred to the foregoing documents.

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

ARTICLE IX-Starting and Completion

The contractor shall substantially complete (as defined in the General conditions) all of the work on the above cited project in accordance with the agreed upon completion date. The contractor shall furnish and deliver to the county all things which are required of it by the Bidding Documents prior to the County's issuing a Notice to Proceed.

All work covered under this agreement shall be substantially completed by the agreed upon completion date of November 30, 2016.

ARTICLE X-Commitment

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

ARTICLE XI-Grant Funding

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

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

ARTICLE XII-Liquidated Damages

The Contractor recognizes that if the Work is not completed on time, the County will suffer a financial loss. Therefore, Contractor further recognizes that payment of damages as specified in the General or Special Conditions herein are fair and reasonable, does not and will not constitute a penalty and may be assessed and recovered by the County for financial loss caused by delayed completion.

The County shall apply liquidated damages as stipulated in the Bid Documents for failure to complete the services within the specified, agreed upon completion date.

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

END OF AGREEMENT ARTICLES

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

Contractor Name Enterprise Urban Improvement & Development Corporation

By [Signature]
(Signature of Officer)

Title President

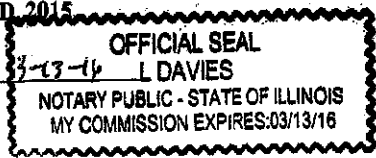
Date 4-30-15



Subscribed and Sworn to before me this 30th day of APRIL AD 2015

[Signature]
(Notary Public)

My Commission Expires: 3-13-16



County of DuPage, Illinois

By: [Signature] Date: 5/7/2015
Procurement Officer

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

IMPORTANT

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2015

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 DSP Insurance Services 1900 E Golf Rd, Suite 650 Schaumburg IL 61073	CONTACT NAME: PHONE (A/C, No, Ext): (847) 934-6100 FAX (A/C, No): (847) 934-6186	
	E-MAIL ADDRESS:	
INSURED Earthwerks Land Improvement & Development Corp 1240 Lyon Rd Batavia IL 60510	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACUITY A Mutual Insurance Co.	NAIC # 14184
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 15842 **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 SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		K61056	3/20/2015	3/20/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Empl Benefits Liab \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		K61056	3/20/2015	3/20/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		K61056	3/20/2015	3/20/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	K61056	3/20/2015	3/20/2016	<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
A	Property		K61056	3/20/2015	3/20/2016	See below if applicable
A	Equipment		K61056	3/20/2015	3/20/2016	Leased/Rented 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROJECT: WEST BRANCH DUPAGE RIVER FLOOD CONTROL AND RE-MEANDER. BID# 15011DT
 Additional insured on General Liability and Auto Liability on a primary and non-contributory basis when required by written contract: THE COUNTY OF DUPAGE
 Waiver of subrogation applies in favor of the additional insured on General Liability, Auto Liability and Workers Compensation when required by written contract

CERTIFICATE HOLDER DUPAGE COUNTY PROCUREMENT SERVICES DIVISION DEBRA J. THOMPSON, BUYER CPPB 421 N. COUNTY FARM RD WHEATON IL 60187	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

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