

## COUNCIL WORKSHOP ITEM

<b>ITEM:</b>	UNDERGROUNDING OF OVERHEAD UTILITIES – PART B PROJECT #09-04		
<b>DATE:</b>	April 15, 2004		
<b>PREPARED BY:</b>	David H. Barber, P.E. - Director of Public Works Michael D. Millette, P.E. – Assistant Director of Public Works Brian Parks, Senior Engineer - Public Works		
<b>PURPOSE:</b>	To award bid and authorize execution of a contract for the Undergrounding of Overhead Utilities – Part B, Project #09-04		
<b>BID AMOUNT:</b>	<b>\$98,900.00</b>	<b>ACCOUNT:</b>	107.541.0000.5805
<b>BUDGET AMOUNT:</b>	<b>\$100,000.00</b>		

### DISCUSSION:

As part of the Undergrounding of Overhead Utilities - **Part A** that was awarded in March 2004, all conduits for each of the utility companies, ComEd, SBC, and Comcast were installed per plan in preparation for undergrounding of said utilities. Sealed bids for Undergrounding of Overhead Utilities **Part -B** were opened on Wednesday, April 14, 2004 at 10:00 a.m. with only one (1) bid submitted by Lyons/Pinner Electric Company in the amount of \$98,900.00. This bid amount is approximately one percent (1%) below the Engineer's Estimate of \$100,000.00. See attached tabulation of bid.

This work involves furnishing and installing new secondary electrical services to buildings on Main Street, Curtiss Street, and Washington Street bordering the Parking Deck project site. See attached Exhibit A for property addresses and secondary service locations.

These new secondary electrical services will be installed between each proposed ground mounted ComEd transformer and each building referenced in Exhibit A.

Although the Contractor's Lump Sum price may seem high, the bid amount takes two items into account. First, the work is scheduled to occur between the hours of 1:00 a.m. and 4:00 a.m. This is necessary so to least disrupt the local businesses during their normal daytime business hours. This results in premium time being paid by the Contractor. Secondly, the Contractor will be required to mobilize multiple times in order to coordinate each business electrical service transfer with Commonwealth Edison's crews. This is necessary because not all electrical service transfers can occur at one time.

### CONTRACTOR

Lyons/Pinner Electric Company  
La Grange, IL

### BID AMOUNT

\$98,900.00

Lyons/Pinner Electric is currently under contract with the Village to maintain various signalized intersections throughout the Village. They have also successfully bid on and completed several miscellaneous projects over the years for the Village.

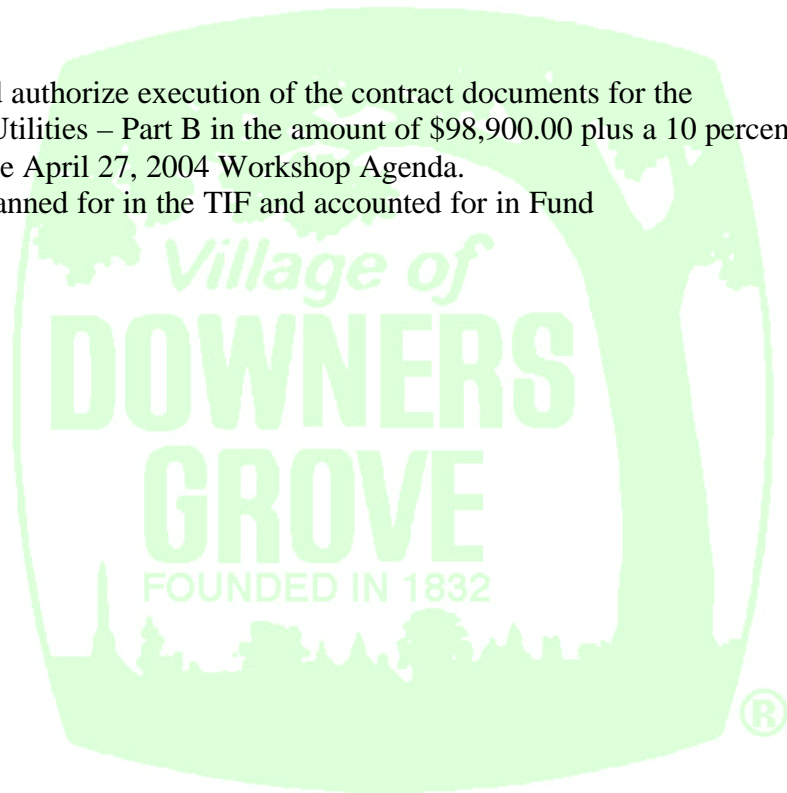
**ATTACHMENTS:**

A tabulation of bid.

A complete contract with Proposal and Bid Bond.

**RECOMMENDATION:**

Place award of the contract and authorize execution of the contract documents for the Undergrounding of Overhead Utilities – Part B in the amount of \$98,900.00 plus a 10 percent contingency of \$9,890.00 on the April 27, 2004 Workshop Agenda. Funding for this project was planned for in the TIF and accounted for in Fund 107.541.0000.5805.



**PROPOSAL**

TO THE: VILLAGE OF DOWNERS GROVE  
PUBLIC WORKS DEPARTMENT  
5101 WALNUT AVENUE  
DOWNERS GROVE, ILLINOIS 60515-4074

1. Following is the Proposal of:

Name: Lyons Electric Company

Address: 650 East Elm Ave. - LaGrange, Il. 60525

Phone No.: 708/588-6800

for the improvement which plans and specifications are designated

**UNDERGROUNDING OVERHEAD UTILITIES - PART B**

- 2. Attached are the specifications for the proposed improvement as prepared by the Village of Downers Grove dated March 2004.
- 3. When submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein; and that the Proposal is made without collusion with any other person, firm, or corporation.

The bidder hereby states the following items of work will not be performed by his organization. List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.

TYPE OF WORK	CONTRACTOR	ADDRESS	PHONE #
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NONE

- 4. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, Standard Specifications, and form of Contract; that he has inspected in detail the site of the proposed work; and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction; and understands that in making this Proposal he waives all rights to plead any misunderstanding regarding the same.
- 5. The undersigned further understands and agrees that if this Proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus, labor, materials; and to do all work as specified in the Specifications, except such materials as are to be furnished by the Owner, in the manner and at the time therein prescribed and in accordance with the requirements as set forth.

6. The undersigned agrees that he understands the quantities described within the Schedule of Prices are estimated, and that they are subject to increase or decrease. The undersigned agrees to take in full payment therefore, the amount of the summation of the actual quantities as finally determined, multiplied by the unit prices shown in the Schedule of Prices contained herein.
7. The undersigned further agrees that the unit prices submitted herein are for the purpose of obtaining a gross sum and for the use of computing the values of additions or deductions to the Plan Quantities; that if there is any discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned further agrees that if the Owner determines the need to increase or decrease the size of the project, the undersigned shall perform the work as altered, increased, or decreased, at the contract unit prices stated herein. The owner may decide to delete work, in whole or in part, at any of the locations described herein.
9. The undersigned further agrees that the Owner may at any time during the progress of the work covered by this Proposal, order other work or materials relative to the project, and that such work and materials which do not appear in this Proposal as a specified item accompanied by a unit price, or which are not included under the bid price for other items in this contract, shall be performed as extra work per Art. 109.04 of the current SSRBC and compensation shall be paid in accordance with Art. 109.04 of the referenced Standard specifications.
10. The undersigned further agrees to execute a contract for this improvement and present the same to the owner within ten (10) calendar days after the receipt of the Notice of Award of the Contract.
11. The undersigned further agrees that he and his Surety will execute and present within ten (10) calendar days after the receipt of Notice of Award of Contract, a Performance Bond and Labor and Materials Payment Bond satisfactory to and in the form prescribed by the Owner in the penal sum of the full amount of the contract guaranteeing the faithful performance and completion of all work in accordance with the terms of the Specifications and Special Provision of the Contract.
12. The undersigned further agrees to begin work not later than ten (10) calendar days after receipt of the Notice to Proceed, or earlier, if approval is granted by the Engineer. The Contractor agrees to then prosecute the work in such a manner and with sufficient materials, equipment, and labor as will insure completion of the Project on or before May 15th, 2004 except as noted elsewhere in this contract, or unless additional time shall be granted by the Owner in accordance with the general requirements, it being understood and agreed that the completion within the time limit heretofore specified is an essential part of the Proposal.

Failure to initiate work within the specified 10 calendar days after receipt of the Notice to Proceed, the Village shall, upon written certificate from the Engineer of the fact of such delinquency and the Contractor's failure to comply with said notice, have full power and authority to forfeit the rights of the Contractor and at its option to call upon the surety to complete the work according to the terms of the contract by any other method necessary to complete said contract in an acceptable manner.

In case of failure to complete the work within the time limits named herein or within such extra time as may have been allowed by extensions, the undersigned agrees to pay the Owner \$550.00 per calendar day starting from May 15th 2004, until all work on the project is finished except in the case an extension of time has been granted by the Owner, in accordance with Article 108.09 of the referenced Standard Specifications.

13. Accompanying this Proposal is a bid deposit in the form of a Bid Bond acceptable to the Owner, Cash Deposit, Certified Check, or a Bank Cashier's check for not less than five percent (5%) of the bid. The bid deposit shall be made payable to the Village of Downers Grove.

If this Proposal is accepted and the undersigned fails to execute a Contract and a Performance Bond and a Labor and Materials Payment Bond as prescribed herein, it is hereby mutually agreed that the amount of the bid deposit shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of failure to execute the Contract and Performance Bond. If the requirements of the Contract and Performance Bond are met, the bid deposit shall be returned to the undersigned.

**ATTACH BID DEPOSIT HERETO**

14. To comply with Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statues, every bid submitted to the Village of Downers Grove shall have a Contractors Certificate Signed by the contractor submitting the bid stating that the contractor is not barred from bidding this contract as a result of violations of Sections 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4; and is not delinquent in payment of any tax administered by the Illinois Department of Revenue.
15. The undersigned Contractor shall submit both a completed bid schedule A and Alternate bid Schedule B. The words "no bid" are to be clearly designated only on the Alternate bid Schedule B if this work is not desired by the contractor.
16. The undersigned Contractor offers to perform the necessary work for this project located within the Village of Downers Grove, Illinois, 60515-4776, in conformance with the General Conditions, Supplementary General Conditions, and Specifications attached hereto with such exceptions or modifications as herewith set forth and in accordance with the terms and conditions herein specified.

16.1 IF INDIVIDUAL BUSINESS:

N/A  
(Signature of Bidder)

\_\_\_\_\_  
(Business Address)

16.2 IF A CO-PARTNERSHIP

N/A  
(Firm Name)

\_\_\_\_\_  
(Business Address)

Names and addresses of all firm members:

N/A

\_\_\_\_\_

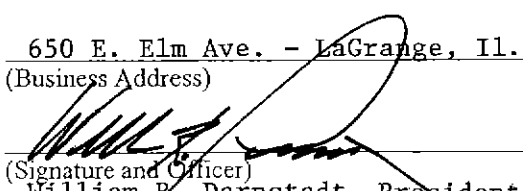
\_\_\_\_\_

\_\_\_\_\_

16.3 IF A CORPORATION:

Lyons Electric Company  
(Corporate Name)

650 E. Elm Ave. - LaGrange, Il. 60525  
(Business Address)

  
(Signature and Officer)  
William R. Darnstadt, President

Names of Officers: William R, Darnstadt  
(President)

Undergrounding Overhead Utilities --Part B

Allen H. Schiefelbein  
(Secretary)

William R. Darnstadt  
(Treasurer)

ATTEST: *Rose Clish*  
Asst. (Secretary) Rose Clish

CONTRACTOR'S CERTIFICATION

Contractor, Lyons Electric Company, hereby certifies  
(Name of Contractor)

that it is not barred from bidding on the contract for:

UNDERGROUNDING OVERHEAD UTILITIES – PART B

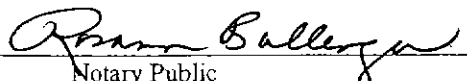
as a result of a violation of either Section 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4 of the Illinois Compiled Statutes.

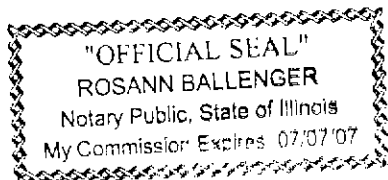
Contractor further certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or that the Contractor is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Contractor further certifies that if it owes any tax payment(s) to the Department of Revenue, Contractor has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Contractor is in compliance with the agreement.

By:   
Contractor's Authorized Agent  
William R. Darnstadt, President

Subscribed and sworn to before me this

14th day of April, 2004

  
Notary Public



### CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?

(Circle one) Yes No

INSURANCE CARRIER'S NAME Zurich Insurance

AGENT/AGENCY Scheer's Inc.

Street Address 1023 W. 55th Street

City, State, Zip Code Countryside, Il. 60525

Telephone Number 708/698-5318 Fax 708/352-1201

(Contractor shall Complete Applicable Paragraph Below)

(a) Corporation

The Contractor is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Lyons Electric Company, and the full names of its Officers are as follows:

President: William R. Darnstadt

Secretary: Allen H. Schiefelbein

Treasurer: William R. Darnstadt

Moreover, it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-laws or other authorization by the Corporation, which permits the person named as Proxy above to execute the certification for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The partnership does business under the legal name of: N/A which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is N/A and if operating under a trade name, said trade name is \_\_\_\_\_ which name is registered with the office of \_\_\_\_\_ in the State of \_\_\_\_\_

**EXAMPLE OF REQUIRED CERTIFICATE OF INSURANCE  
 FOR CONTRACT WORK WITH THE  
 VILLAGE OF DOWNERS GROVE.**

PROJECT: *Undergrounding of Overhead Utilities – Part B*

<u>GENERAL LIABILITY</u>	<u>LIMITS OF LIABILITY IN THOUSANDS (000)</u>	
( X ) COMMERCIAL GENERAL LIABILITY	GENERAL AGGREGATE	\$1,000
	PRODUCTS COMP/OPS AGGREGATE	\$1,000
	PERSONAL & ADVERTISING INJURY	\$1,000
( X ) OCCURRENCE	EACH OCCURRENCE	\$1,000
	FIRE DAMAGE (ANY FIRE)	\$ 50
	MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5
( X ) OWNER'S & CONTRACTORS PROTECTIVE		

<u>AUTOMOBILE LIABILITY</u>		
( ) ANY AUTO	COMBINED SINGLE LIMIT	\$1,000
( X ) ALL OWNED AUTOS	BODILY INJURY (PER PERSON)	\$ 500
( ) SCHEDULED AUTOS	BODILY INJURY	\$1,000
( X ) HIRED AUTOS	(PER ACCIDENT)	
( X ) NON-OWNED AUTOS	PROPERTY DAMAGE (PER ACCIDENT)	\$ 250
( ) GARAGE LIABILITY		

<u>EXCESS LIABILITY</u>		
( )	EACH OCCURRENCE	\$
( ) OTHER THAN UMBRELLA FORM	AGGREGATE	\$

<u>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</u>		
STATUTORY	EACH ACCIDENT	\$ 100
	DISEASE - POLICY LIMIT	\$ 500
	DISEASE - EACH EMPLOYEE	\$ 100

OTHER  
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

\_\*  
 THE VILLAGE OF DOWNERS GROVE, INCLUDING THEIR OFFICERS, EMPLOYEES AND AGENTS, ARE NAMED ADDITIONAL INSURED FOR:

UNDERGROUNDING OF OVERHEAD UTILITIES – PART B PROJECT #09-04

**VILLAGE OF DOWNERS GROVE  
UNDERGROUNDING OF OVERHEAD UTILITIES  
SUMMARY OF QUANTITIES**

ITEM #	DESCRIPTION	QTY	UNIT MEAS	UNIT COST
1	5202 WASHINGTON STREET (Commercial, Residential)	1	LS	10,500.00
2	927 CURTISS STREET (Midwest Bank - Drive through)	1	LS	2,500.00
3	921-925 CURTISS STREET (Midwest Bank, Masonic Temple, Professional Offices)	1	LS	7,000.00
4	933-937 CURTISS STREET (Retail Shops, Professional Offices)	1	LS	13,800.00
5	1001 CURTISS STREET (Fashion Encore)	1	LS	3,700.00
6	1003-1009 CURTISS STREET (Lyzun's Shoe Service, Professional Offices, Angelo's Pizza)	1	LS	4,000.00
7	1011 CURTISS STREET (Beil & Stromberg)	1	LS	3,100.00
8	5145-5139 MAIN STREET (Isabella/Bambaleo)	1	LS	8,900.00
9	5149 & 5147 MAIN STREET (PB & J Children's Clothing, Sugar Plum)	1	LS	7,200.00
10	5151-5155 MAIN STREET (Main Street Barber, Hoff Dry Cleaner, Everything Irish)	1	LS	7,000.00
11	5157 MAIN STREET (Ballydoyle Irish Pub)	1	LS	11,100.00
12	5207 MAIN STREET (Subway, Pharmacy, Coldwell Realestate, Medical Offices)	1	LS	19,600.00
13	MOBILIZATION	1	LS	500.00
14	REMOVE SECONDARY CABLES	1	LS	Not Required
15	ELECTRIC UTILITY SERVICE CONNECTION (CONNECTING THE NEW SECONDARY SIDE WIRING TO EXISTING BUILDING SERVICE)	1	LS	Not Required
<b>TOTAL BID (ITEMS 1 THRU 15)</b>		13		\$98,900.00
* Bid amounts for Items # 14 & # 15 were eliminated per Addendum # 1				

Addendum # 1 dated 4-1-04

Addendum # 2 dated 4-8-04

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

**Affidavit of Availability  
 For the Letting of 04-23-2004**

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	
County and Section Number	Cook 031	Cook 031	Cook 031	Cook 031		
Contract With	Gibson Electric	Park Jr. H.S.	Fraser Const.	Vill of Mc Cook		
Estimated Completion Date	01-05	09-05	08-04	08-04		
Total Contract Price	3,852,554	1,034,884	134,214	137,500		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor				137,500		137,500
Uncompleted Dollar Value if Firm is the Subcontractor	1,035,702	1,034,884	115,584			2,186,170
<b>Total Value of All Work</b>						<b>2,323,670</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
Bituminous Plant Mix						
Bituminous Aggregate Mixture						
Miscellaneous Bituminous Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical	1,035,702	1,034,884	115,584	137,500		
Roof and Seal Coats						
Miscellaneous Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signage						
Fabrication						
Building Construction						
Other Construction (List)						
Totals	1,035,702	1,034,884	115,584	137,500		

**Part III. Work Subcontracted to Others.**

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

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Amount Uncompleted					
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Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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

Subscribed and sworn to before me  
 this 7<sup>TH</sup> day of April 2004

Type or Print Name William R. Darnstadt President  
Officer or Director Title

*Linda F. Darnstadt*  
 Notary Public

Signed *William R. Darnstadt*  
 William R. Darnstadt, President

My commission expires 07/08/04  
 Linda F. Darnstadt, Notary Public

Company Lyons Electric Company, Inc.

Address 650 East Elm Avenue - PO Box 749  
LaGrange, IL 60525



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

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	1	2	3	4	Awards Pending	
County and Section Number	Cook 031	Cook 031	Cook 031	Cook 031		
Contract With	Maine East H.S.	Town of Cicero	Lyons Tnshp HS	Krusinski Const		
Estimated Completion Date	09-04	07-04	10-04	06-04		
Total Contract Price	1,943,345	214,600	324,500	1,419,840		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		198,360				198,360
Uncompleted Dollar Value if Firm is the Subcontractor	475,045		324,500	409,140		1,208,685
<b>Total Value of All Work</b>						<b>1,407,045</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
Bituminous Plant Mix						
Bituminous Aggregate Mixture						
Miscellaneous Bituminous Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical	475,045	198,360	324,500	409,140		
Cover and Seal Coats						
Miscellaneous Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Fabrication						
Building Construction						
Other Construction (List)						
<b>Totals</b>	<b>475,045</b>	<b>198,360</b>	<b>324,500</b>	<b>409,140</b>		

**Part III. Work Subcontracted to Others.**

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

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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

Subscribed and sworn to before me

this 7<sup>TH</sup> day of April 2004

Type or Print Name

William R. Darnstadt

President

Officer or Director  
Title

Linda F. Darnstadt Signed  
Notary Public

William R. Darnstadt  
William R. Darnstadt, President

My commission expires 07/08/04  
Linda F. Darnstadt, Notary Public

Company Lyons Electric Company, Inc.

(Notary Seal)

Address 650 East Elm Avenue - PO Box 749

LaGrange, IL 60525



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

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 For the Letting of 04-23-2004

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	1	2	3	4	Awards Pending	
County and Section Number	Cook 031	Lake 097	Cook 031	Cook 031		
Contract With	Oak Park	Lake Forest	Il. Comm. Comm.	Pk Dist of For Pk		
Estimated Completion Date	04-04	05-04	08-04	05-04		
Total Contract Price	921,228	202,700	266,600	328,700		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	567,826	14,245	266,600	61,557		910,228
Uncompleted Dollar Value if Firm is the Subcontractor						00
Total Value of All Work						910,228

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

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						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
Bituminous Plant Mix						
Bituminous Aggregate Mixture						
Viscellaneous Bituminous Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical	567,826	14,245	266,600	61,557		
Cover and Seal Coats						
Miscellaneous Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Fabrication						
Building Construction						
Other Construction (List)						
Totals	567,826	14,245	266,600	61,557		

**Part III. Work Subcontracted to Others.**

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

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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

Subscribed and sworn to before me  
 this 7<sup>TH</sup> day of April 2004

Type or Print Name William R. Darnstadt President  
Officer or Director Title

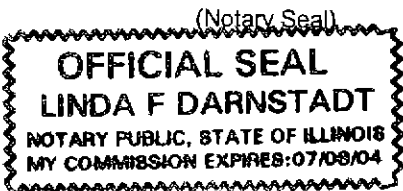
*Linda F. Darnstadt*  
 Notary Public

Signed *William R. Darnstadt*  
 William R. Darnstadt, President

My commission expires 07/08/04  
 Linda F. Darnstadt, Notary Public

Company Lyons Electric Company, Inc.

Address 650 East Elm Avenue - PO Box 749  
LaGrange, IL 60525



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

Affidavit of Availability  
 For the Letting of 04-23-2004

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	
County and Section Number	Cook 031	Cook 031	Cook 031	Cook 031		
Contract With	Fiala Paving	Great Lakes Land	Town of Cicero	All Concrete		
Estimated Completion Date	07-04	05-04	12-04	07-04		
Total Contract Price	256,500	370,024	876,500	91,000		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			876,500			2,122,588
Uncompleted Dollar Value if Firm is the Subcontractor	256,500	317,725		37,867		4,006,947
Total Value of All Work						6,129,535

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
Bituminous Plant Mix						
Bituminous Aggregate Mixture						
Miscellaneous Bituminous Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical	256,500	317,725	876,500	37,867		
Cover and Seal Coats						
Miscellaneous Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
abrication						
uilding Construction						
Other Construction (List)						
Totals	2,335,073	1,565,214	1,583,184	646,064		6,129,535

**Part III. Work Subcontracted to Others.**

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

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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

Subscribed and sworn to before me

this 7<sup>TH</sup> day of April 2004

Type or Print Name William R. Darnstadt **President**  
Officer or Director Title

Signed *William R. Darnstadt*  
William R. Darnstadt, President

*Linda F. Darnstadt*  
 Notary Public

My commission expires 07/08/04  
 Linda F. Darnstadt, Notary Public

(Notary Seal)

Company Lyons Electric Company, Inc.

Address 650 East Elm Avenue - PO Box 749  
LaGrange, IL 60525



VILLAGE OF DOWNERS GROVE

C O N T R A C T

1. THIS AGREEMENT, made and concluded this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between the Village of Downers Grove acting by and through its Council, known as the party of the first part, and \_\_\_\_\_ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the Plans, General Conditions, Supplementary General Conditions, Special Provisions and Specifications hereinafter described, and in full accordance with all the terms of this agreement and the requirements of the Owner under it.

3. And it is also understood and agreed that the Notice to Contractors, General Conditions, Supplementary General Conditions, Specifications, Proposal and Contract Bond hereto attached, for the UNDERGROUNDING OF OVERHEAD UTILITIES – PART B and prepared by the Village of Downers Grove are all essential documents and are all incorporated herein by reference and made a part of this Contract.

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

ATTEST: THE VILLAGE OF DOWNERS GROVE

\_\_\_\_\_ By \_\_\_\_\_  
Village Clerk Director of Engineering

(Municipal Seal)

If a Corporation:  
Corporate Name \_\_\_\_\_

ATTEST: \_\_\_\_\_ By \_\_\_\_\_  
Secretary President

Party of the Second Part

If a Co-Partnership:  
\_\_\_\_\_  
(Seal)

(Corporate Seal) \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Seal)

Partners doing business under the firm name  
of: \_\_\_\_\_

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

If an Individual:  
\_\_\_\_\_  
(Seal)  
Party of the Second Part

Project #





ZURICH

## **THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND**

We are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

### **Disclosure of Terrorism Premium**

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is \$ waived. This amount is reflected in the total premium for this bond.

### **Disclosure of Availability of Coverage for Terrorism Losses**

As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

### **Disclosure of Federal Share of Insurance Company's Terrorism Losses**

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after a insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year.

### **Definition of Act of Terrorism**

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

**These disclosures are informational only and do not modify your bond or affect your rights under the bond.**

Copyright Zurich American Insurance Company 2003

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Peggy FAUST, Kelly A. JACOBS, Stephen T. KAZMER, Bonnie KRUSE, Jennifer J. MCCOMB, Elaine MARCUS, James L. MOORE, Dawn MORGAN and Mary Beth PETERSON, all of Countryside, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings and the execution of such bonds and undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 6th day of March, A.D. 2003.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



*T. E. Smith*

T. E. Smith

By:

*Paul C. Rogers*

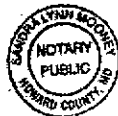
Paul C. Rogers

Vice President

State of Maryland }  
City of Baltimore } ss:

On this 6th day of March, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Sandra Lynn Mooney*

Sandra Lynn Mooney

Notary Public

My Commission Expires: January 1, 2004

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 14th day of April, 2004



Assistant Secretary

STATE OF Illinois  
COUNTY OF Cook

I, Melissa Kotovsky Notary Public of Cook County,  
in the State of Illinois, do hereby certify that Kelly A. Jacobs  
Attorney-in-Fact, of the Fidelity and Deposit Company of Maryland  
who is personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person, and  
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the  
Fidelity and Deposit Company of Maryland  
for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Countryside  
in said County, this 14th day of April A.D., 2004

Melissa Kotovsky  
Notary Public Melissa Kotovsky

My Commission expires: November 6, 2006



VILLAGE OF DOWNERS GROVE UNDERGROUNDING OF OVERHEAD UTILITIES - PART B APRIL 14, 2004 BID RESULTS				LYONS - PINNER ELECTRIC	
ITEM #	DESCRIPTION	QTY	UNIT MEAS	UNIT COST	TOTAL COST
1	5202 WASHINGTON STREET (Commercial, Residential)	1	LS	\$10,500.00	\$10,500.00
2	927 CURTISS STREET (Midwest Bank – Drive through)	1	LS	\$2,500.00	\$2,500.00
3	921-925 CURTISS STREET (Midwest Bank, Masonic Temple, Professional Offices)	1	LS	\$7,000.00	\$7,000.00
4	933-937 CURTISS STREET (Retail Shops, Professional Offices)	1	LS	\$13,800.00	\$13,800.00
5	1001 CURTISS STREET (Fashion Encore)	1	LS	\$3,700.00	\$3,700.00
6	1003-1009 CURTISS STREET (Lyzun's Shoe Service, Professional Offices, Angelo's Pizza)	1	LS	\$4,000.00	\$4,000.00
7	1011 CURTISS STREET (Beil & Stromberg)	1	LS	\$3,100.00	\$3,100.00
8	5145-5139 MAIN STREET (Isabella/Bambaleo)	1	LS	\$8,900.00	\$8,900.00
9	5149 & 5147 MAIN STREET (PB & J Children's Clothing, Sugar Plu	1	LS	\$7,200.00	\$7,200.00
10	5151-5155 MAIN STREET (Main Street Barber, Hoff Dry Cleaner, Everything Irish)	1	LS	\$7,000.00	\$7,000.00
11	5157 MAIN STREET (Ballydoyle Irish Pub)	1	LS	\$11,100.00	\$11,100.00
12	5207 MAIN STREET (Subway, Pharmacy, Coldwell Realestate, Medical Offices)	1	LS	\$19,600.00	\$19,600.00
13	MOBILIZATION	1	LS	\$500.00	\$500.00
14	<del>REMOVE SECONDARY CABLES</del>	<del>4</del>	<del>LS</del>	<del>\$0.00</del>	<del>\$0.00</del>
15	<del>ELECTRIC UTILITY SERVICE CONNECTION (CONNECTING THE NEW SECONDARY SIDE WIRING TO EXISTING BUILDING SERVICE)</del>	<del>4</del>	<del>LS</del>	<del>\$0.00</del>	<del>\$0.00</del>
				<b>LUMP SUM TOTAL</b>	<b>\$98,900.00</b>