

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
AUGUST 14, 2012 AGENDA

| SUBJECT: | TYPE: | SUBMITTED BY: |
|---|--|--|
| Award of Bid and Authorization of Execution of Agreement for Wisconsin and Janes Stormwater Improvements (SW-062) | ✓ Resolution Ordinance ✓ Motion Discussion Only | Nan Newlon, P.E. Director of Public Works |

SYNOPSIS

A motion is requested to award a contract for the Wisconsin and Janes Stormwater Improvement project to Austin Tyler, LLC of Elwood, Illinois in the amount of \$279,505.78, and a resolution has been prepared to authorize execution of an agreement with C-RAAP, LLC (“ServiceMaster”).

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY12 budget includes \$300,000 for this project in the Stormwater Fund.

RECOMMENDATION

Approval on the August 21, 2012 consent agenda.

BACKGROUND

Undersized sewers and an inadequate overland flow path regularly cause flooding at the intersection of Wisconsin Avenue and Janes Avenue and at the commercial property located at 2400 Wisconsin (ServiceMaster).

The base bid for this project involves the installation of a larger storm sewer system from the intersection of Wisconsin and Janes north through the property at 2400 Wisconsin that will significantly decrease the frequency of street and structural flooding. The recommended project includes an alternate bid that would allow the property owner at 2400 Wisconsin, C-RAAP, LLC (ServiceMaster), to improve at their cost the overland flow path of stormwater through the property and/or to improve the pavement parking lot at their own cost. ServiceMaster notified staff in writing that it would like the Village’s contractor to construct alternative #1, which includes a grind and overlay of their western parking lot. ServiceMaster has provided the Village a check for the additional cost of alternate #1. An agreement between ServiceMaster and the Village for reimbursement for these improvements which will be performed by the Village’s selected contractor, which also includes a permanent easement for the new storm sewer system and a temporary construction easement, has been generated and is recommended for execution by the Village by the attached resolution.

Bids were received on Wednesday, July 18, 2012. The following is a synopsis of the bid results:

| Contractor | Base Bid Amount | Alternate #1 Bid | Base + Alternate 1 |
|---|------------------------|-------------------------|---------------------------|
| AUSTIN TYLER, LLC | \$ 257,857.03 | \$ 21,648.75 | \$ 279,505.78 |
| J.S. RIEMER, INC. | \$ 298,929.50 | \$ 31,751.50 | \$ 330,681.00 |
| BISPING CONSTRUCTION CO. INC. | \$ 317,154.00 | \$ 42,838.00 | \$ 359,992.00 |
| JOHN NERI CONSTRUCTION CO. INC. | \$ 326,591.00 | \$ 37,147.50 | \$ 363,738.50 |
| TRINE CONSTRUCTION CORP. | \$ 329,841.75 | \$ 33,186.50 | \$ 363,028.25 |
| SWALLOW CONSTRUCTION CORP. | \$ 337,803.50 | \$ 39,895.00 | \$ 377,698.50 |
| H. LINDEN AND SONS SEWER & WATER, INC. | \$ 369,030.00 | \$ 22,444.00 | \$ 391,474.00 |
| LEN COX AND SONS EXCAVATING | \$ 369,351.00 | \$ 26,815.00 | \$ 396,166.00 |
| SHERIDAN PLUMBING & SEWER, INC. | \$ 465,868.00 | \$ 32,621.00 | \$ 498,489.00 |

The low bidder is Austin Tyler, LLC. Austin Tyler, LLC is currently constructing the Knottingham Reconstruction project and is performing well. Staff recommends award of the contract to Austin Tyler, LLC.

ATTACHMENTS

Contract Form

Campaign Disclosure Form

Capital Project Sheet SW-062

Agreement between C-RAAP and the Village

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND C-RAAP, LLC**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and C-RAAP, LLC (“ServiceMaster”), for drainage improvements on ServiceMaster property and applicable reimbursement from ServiceMaster to the Village in connection with the Wisconsin Avenue Stormwater Improvement Project, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 2012, by and between the Village of Downers Grove, an Illinois Municipal Corporation (hereinafter referred to as "the Village") and C-RAAP, LLC, an Illinois Limited Liability Company.

WHEREAS, the Village is a home rule unit of government in accordance with Article VII, Section 6, of the Constitution of the State of Illinois, 1970; and

WHEREAS, C-RAAP, LLC owns the property located at 2400 Wisconsin Avenue, Downers Grove (PIN 08-12-302-014) and has a ServiceMaster cleaning and restoration company located thereon (C-RAAP, LLC will hereinafter be referred to as "ServiceMaster");

WHEREAS, 2400 Wisconsin Avenue, Downers Grove is near the intersection of Wisconsin Avenue and Janes Avenue; and

WHEREAS, the intersection of Wisconsin Avenue and Janes Avenue experiences flooding regularly as does ServiceMaster's building at 2400 Wisconsin Avenue, which flooding is caused by undersized storm sewers and an inadequate overland flow path to St. Joseph Creek; and

WHEREAS, the Village intends to construct an upgraded storm sewer system at the intersection of Wisconsin Avenue and Janes Avenue and along the western parcel of 2400 Wisconsin Avenue and restore Wisconsin Avenue and any disturbed pavement in ServiceMaster's parking lot at the Village's sole expense (hereinafter referred to as "the Village's Storm Sewer Improvements"); and

WHEREAS, ServiceMaster agrees to allow the Village to construct said improvements on its property in accordance with this Agreement; and

WHEREAS, in conjunction with the Village's Storm Sewer Project, ServiceMaster will have the opportunity to utilize the Village's contractor to make additional improvements on its property at its sole cost and expense (hereinafter referred to as the "ServiceMaster Additional Improvements");

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein set forth, the parties hereto agree as follows:

1. The above recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph 1.
2. The Village shall cause to be designed and constructed, and shall fund at its sole expense, the Village Storm Sewer Improvements, more specifically described as follows: installation of a new 42"-diameter storm sewer pipe from the intersection of Wisconsin Ave and Janes Avenue north through 2400 Wisconsin Avenue; installation of manholes, catch basins, and inlets as needed to properly drain the west side of 2400 Wisconsin Avenue; implementation of sediment and erosion control measures at the downstream end of the improvements; construction of a 2000 square foot, 3.5 foot deep controlled overland flow route basin, which will be stabilized with 3" stone; restoration of disturbed sections of the parking lot along the west side of 2400 Wisconsin, unless ServiceMaster chooses to utilize the Village's contractor for additional pavement improvement services as detailed in Sections 6 and 7 of this agreement.
3. ServiceMaster shall grant a temporary construction easement and a permanent easement to the Village in the form attached hereto as Exhibit A. ServiceMaster will forward the signed document(s) to the Village, and the Village will record the document(s) at its expense.
4. ServiceMaster shall have the opportunity to review all plans and specifications at the 50% and 100% completion stages, but will only have the right to approve those which pertain to

ServiceMaster's Additional Improvements. ServiceMaster agrees it will review such plans and specifications within ten (10) days of its receipt of same. If ServiceMaster fails to review such plans and specifications within this 10 day time frame and advise the Village in writing of its acceptance or rejection of such plans and specifications, such plans and specifications shall be deemed approved by ServiceMaster.

5. The Village shall have the right to choose not to construct the Storm Sewer Project and declare this Agreement null and void in the event the bids received exceed the Village's budgeted amount for this project.

6. The Village shall provide ServiceMaster with copies of the bids received within five (5) days after the opening of the bids. ServiceMaster shall have two (2) weeks from date of delivery to advise the Village in writing if it will be utilizing the Village's contractor to complete the ServiceMaster Additional Improvements.

7. If ServiceMaster chooses to proceed with the ServiceMaster Additional Improvements, then ServiceMaster shall pay to the Village the entire cost for said Improvements within two (2) weeks after it provides the written notice described in paragraph 6 above. If the final constructed cost for the ServiceMaster Additional Improvements is less than the amount paid in accordance with this paragraph, the Village shall refund the difference. If the final constructed cost for the ServiceMaster Additional Improvements is more than the amount paid in accordance with this paragraph, ServiceMaster shall pay the difference to the Village no later than thirty (30) days after the Improvements have been completed.

8. Notwithstanding any unforeseen circumstances, the Village will adhere to following construction schedule to the best of its ability:

- * Prepare Final Engineering Plans - May 28, 2012
- * Award a Construction Contract – July 17, 2012
- * Commence Construction – August 6, 2012
- * Complete Construction – November 15, 2012

9. The Village shall advise its contractor to maintain access for ServiceMaster's vehicles to its building as much as possible. ServiceMaster understands and acknowledges that at times, access may not be possible due to typical storm sewer installation procedures. In this event, the Village or its contractor will use its best efforts to coordinate any interference with building access with ServiceMaster.

10. As this project site is located within an industrial area, and cannot be certified as uncontaminated utilizing an IEPA Form 662, environmental testing will need to be performed to determine the suitability of the existing soil for disposal in a clean fill site. The Village and ServiceMaster shall agree to use the contractor's certified material tester in determining whether excavated soil is suitable for disposal to a clean fill site. In the event any contaminated soil is found on the ServiceMaster property, either through initial testing or during construction, ownership of said material shall remain exclusively with ServiceMaster. ServiceMaster agrees to process any required paperwork associated with testing and/or contaminated material and shall work in good faith to provide any required documentation or paperwork in a timely manner so as not to impede the progress of construction. Any additional cost associated with the handling, removal and/or disposal of contaminated material shall be the responsibility of ServiceMaster. ServiceMaster shall have the right to direct the contractor to leave any material deemed contaminated onsite at a location of their choosing; once stockpiled by the contractor, handling, removal, and/or disposal of said material shall be the sole responsibility of ServiceMaster.

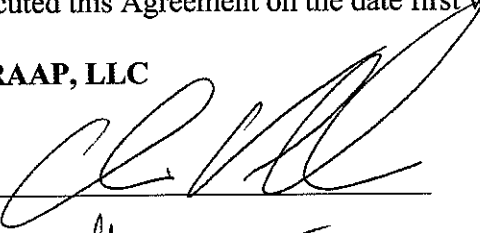
11. The Village shall have its contractor add ServiceMaster as an additional insured to its insurance policies for this Project.
12. Upon completion of both the Village's Storm Sewer Improvements and ServiceMaster's Additional Improvements, the Village shall maintain any Improvements which are located below ground, while ServiceMaster shall maintain any Improvements at grade and/or above ground and shall also continue to be responsible for maintenance, upkeep and repairs for its parking lot.
14. The parties agree to cooperate with one another and use their best efforts to insure the timely and successful completion of this Project.
15. This Agreement represents the entire agreement between the parties.
16. This Agreement shall only be amended by a written instrument approved and signed by all parties hereto. Such amendment shall take effect immediately upon its execution.
17. This Agreement shall be binding upon any successors or assigns to either Party to this Agreement.
18. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The forum for any legal disputes between the Village and ServiceMaster arising out of this Agreement or this Project shall be DuPage County, Illinois.
19. Any statement or writing to be presented to a Party hereunder shall be so presented by personal delivery or by deposit in the United States mail, with postage properly prepaid, and properly addressed to the offices of the other Party, and shall be deemed presented on date of postmark.
20. If any section, paragraph, clause or provision of this Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Agreement.

IN WITNESS WHEREOF, the Parties, pursuant to proper and necessary authorization have executed this Agreement on the date first written above.

C-RAAP, LLC

VILLAGE OF DOWNERS GROVE

By: _____



By: _____

Title: _____

Manager

Title: _____

Printed
Name: _____

Chris Feldman

ATTEST:

Village Clerk

**This instrument
prepared by and
after recording return to:**

Legal Department
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515

STORMWATER EASEMENT AGREEMENT

THIS AGREEMENT, dated as of this 19th day of July, 2012, by and between the **VILLAGE OF DOWNERS GROVE**, an Illinois municipal corporation, with offices at 801 Burlington Avenue, Downers Grove, Illinois (hereinafter referred to as "the Village") and **C-RAAP, LLC**, an Illinois Limited Liability Company with offices at 2400 Wisconsin Avenue, Downers Grove, Illinois (hereinafter referred to as "the Owner");

RECITALS:

WHEREAS, Owner is the legal owner of record of real property located at 2400 Wisconsin Avenue, in the Village of Downers Grove, County of DuPage, and State of Illinois, which real property is legally described in Exhibit A to this Easement Agreement (hereinafter referred to as "the Property"); and

WHEREAS, the Village desires to locate storm water improvements, specifically the Wisconsin and Janes Stormwater Improvements (hereinafter referred to as "the Improvements"), in, upon, under, through, along, and across a portion of the Property, in the location described in Exhibit B, (hereinafter referred to as "the Easement Premises"); and

WHEREAS, the parties desire to formalize in a written easement agreement the rights and responsibilities of both parties regarding the Easement Premises; and

NOW, THEREFORE, for good and valuable consideration and the mutual covenants and agreements set forth in this Agreement, the parties mutually agree as follows:

Section 1: Grant of Easement. Owner hereby grants, conveys, warrants, and dedicates to the Village, its successors and assigns, a perpetual easement and right of way to survey, construct, reconstruct, lay, use, own, operate, maintain, test, inspect, repair, replace, enlarge, alter, remove, or abandon in place (these activities are collectively referred to as

Exhibit A

“Installation”) the Improvements, and with all attachments, equipment, and appurtenances as the Village deems necessary or desirable for its needs (the equipment and appurtenances are collectively be referred to as the “Facilities”), subject to the terms and conditions set forth in this Agreement, in, upon, under, through, along, and across the Easement Premises, together with all reasonable rights of ingress and egress over, along, upon, and across the Easement Premises and any adjoining lands of Owner necessary for the exercise of the rights herein granted.

Section 2: Grant of Temporary Construction Easement. Owner hereby further grants, conveys, warrants, and dedicates to the Village a temporary construction easement for the Installation of the Improvements and/or Facilities over, along, upon, and across the real property legally described in Exhibit C attached hereto and by this reference incorporated herein and made a part hereof (hereinafter referred to as “the Temporary Construction Easement Premises”). The Temporary Construction Easement Premises shall be used by the Village only during periods of actual Installation activities and for any necessary restoration of the Easement Premises. After actual installation/restoration activities have ceased such Temporary Construction Easement shall terminate and the provisions of Section 6 shall not apply to the Temporary Construction Easement Premises.

Section 3: Installation. The Village agrees that the Installation of the Improvements and/or Facilities will be completed in a good and workmanlike manner, all at the sole expense of the Village.

Section 4: Restoration. Upon completion of any Installation activity by the Village, its authorized agents, servants, employees, or contractors, the Village agrees to restore all pavement, roads, and improvements as nearly as practicable to the condition immediately preceding the Installation if damaged or removed by the Village as a direct result of the Installation.

Section 5: Insurance. The Village shall cause its Contractor to name Owner as an additional insured on its insurance policies in relation to the Installation of the Improvements and/or Facilities on the Easement Premises and/or Temporary Easement Premises.

Section 6: Reservation of Rights. Owner reserves the right to use the Easement Premises, Temporary Easement Premises, and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Village of the rights granted in this Agreement; provided, however, that Owner shall not construct any permanent structure within the Easement Premises during the duration of the easement nor permit the Temporary Easement Premises to be permanently or temporarily disturbed, damaged, destroyed, injured, or obstructed, at any time during the term of said easement, without the express prior written consent of the Village. Notwithstanding the foregoing, Owner may keep in place the fence which is currently located on the Property.

Section 7: Further Assurances. Owner hereby represents and warrants that it will execute all documents that are reasonably necessary to perfect the Village’s right, title, and interest in the Easement Premises.

Section 8. Maintenance Responsibilities. Notwithstanding anything to the contrary

herein, upon completion of the Improvements, the Village shall maintain any Improvements which are located below ground, while Owner shall maintain any Improvements at grade and/or above ground and shall also continue to be responsible for maintenance, upkeep and repairs for its parking lot.

Section 9: Covenants Running with the Land. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, will be recorded against the Easement Premises, and will be binding upon and inure to the benefit of Owner and the Village and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, Temporary Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then those easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

Section 10: Notices. All notices and other communications in connection with this Agreement must be in writing and will be deemed delivered to the addressee (a) when delivered in person and receipted for on a business day at the address set forth below; (b) on the fifth business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid mail, at the address listed below; (c) when delivered to the address listed below by any courier service; (d) on the date of transmission, if transmitted by facsimile at the facsimile number listed below and deposited in the U.S. mail on the same day for delivery to the address listed below:

To Owner:

C-RAAP, LLC
Attn: Chris Veldman
2400 Wisconsin Avenue
Downers Grove, IL 60515

To the Village:

Village of Downers Grove
Attn: Village Manager
801 Burlington Avenue
Downers Grove, IL 60515

Section 11: Assignment of Rights. Owner agrees that the Village may assign its rights or delegate its duties under this Agreement, in whole or in part, without the consent of Owner. Notwithstanding, any assignment by the Village will not interfere or affect Owner's use of the Easement Premises as provided for in Section 6 above.

Section 12: Amendment. This Agreement may be modified, amended, or annulled only by the written agreement of Owner and the Village.

Section 13: Survival. All representations and warranties contained in this Agreement will survive the execution of this Agreement and its recordation and will not be merged.

IN WITNESS WHEREOF, the parties have executed or have caused this Agreement to be executed by their proper officers duly authorized to execute this Agreement.

C-RAAP, LLC

By: _____

Its: _____

Printed Name: _____

[Handwritten Signature]
Manager/Member
Chris Veldman

VILLAGE OF DOWNERS GROVE

By: _____

Its: _____

ATTEST:

STATE OF ILLINOIS)
) SS
COUNTY OF DeKalb)

I, Susan M McGhee, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Chris Veldman, personally known to me to be the same person who executed this agreement on behalf of C-RAAP, LLC, appeared before me this day and acknowledged that s/he signed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 19th day of July, 2012.

[Handwritten Signature]
Notary Public

My commission expires: 6-14-14

(SEAL)

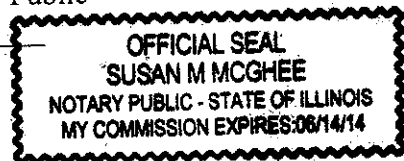


EXHIBIT A

LOT 3 IN FRANK LOPATA RESUBDIVISION OF LOTS 10, 11 AND 12 IN THE RESUBDIVISION OF LOTS 8 TO 13, INCLUSIVE, IN ELLSWORTH PARK UNIT NO. 3 AND LOT 24 IN ELLSWORTH PARK UNIT NO. 5, BEING SUBDIVISIONS SITUATED IN PART OF THE SOUTHWEST $\frac{1}{4}$ AND THE SOUTHEAST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID FRANK LOPATA RESUBDIVISION RECORDED AUGUST 13, 1965 AS DOCUMENT R65-30445, IN DUPAGE COUNTY, ILLINOIS. .

PIN: 08-12-302-014

Common Address: 2400 Wisconsin Avenue, Downers Grove, Illinois

EXHIBIT B

EASEMENT PREMISES

A STRIP OF LAND TWENTY (20) FEET WIDE, BEING ALL THAT PART OF LOT 3 IN FRANK LOPATA RESUBDIVISION OF LOTS 10, 11, AND 12 IN THE RESUBDIVISION OF LOTS 6 TO 13, INCLUSIVE, IN ELLSWORTH PARK UNIT NO. 3 AND LOT 24 IN ELLSWORTH PARK UNIT NO. 5, BEING SUBDIVISIONS IN PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 13, 1965 AS DOCUMENT R65-30445, IN DUPAGE COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 89 DEGREES 42 MINUTES 31 SECONDS EAST (WITH THE BASIS FOR THE BEARINGS BEING ASSUMED) ALONG THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 11.89 FEET TO THE POINT OF BEGINNING FOR THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 00 DEGREES 20 MINUTES 26 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 509.34 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 3, SAID POINT BEING 12.46 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3, AS MEASURED ALONG THE NORTH LINE THEREOF; THENCE SOUTH 89 DEGREES 41 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 20 MINUTES 26 SECONDS WEST ALONG A STRAIGHT LINE, A DISTANCE OF 509.34 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 3; THENCE NORTH 89 DEGREES 42 MINUTES 31 SECONDS WEST ALONG SAID SOUTHERLY LINE OF LOT 3, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 10,187 SQUARE FEET (0.23386 ACRES) OF LAND, MORE OR LESS.

EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENT PREMISES

ALL THAT PART OF LOT 3 IN FRANK LOPATA RESUBDIVISION OF LOTS 10, 11, AND 12 IN THE RESUBDIVISION OF LOTS 6 TO 13, INCLUSIVE, IN ELLSWORTH PARK UNIT NO. 3 AND LOT 24 IN ELLSWORTH PARK UNIT NO. 5, BEING SUBDIVISIONS IN PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 13, 1965 AS DOCUMENT R65-30445, IN DUPAGE COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 00 DEGREES 16 MINUTES 36 SECONDS EAST (WITH THE BASIS FOR THE BEARINGS BEING ASSUMED) ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 509.35 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 41 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 59.94 FEET TO A POINT; THENCE SOUTH 00 DEGREES 06 MINUTES 06 SECONDS EAST ALONG A STRAIGHT LINE, A DISTANCE OF 100.15 FEET TO A POINT ON THE NORTH FACE OF AN EXISTING BUILDING; THENCE NORTH 89 DEGREES 27 MINUTES 50 SECONDS WEST ALONG A STRAIGHT LINE, SAID LINE BEING THE NORTH FACE OF AN EXISTING BUILDING, A DISTANCE OF 20.21 FEET TO A POINT, WITH SAID POINT BEING THE NORTHWEST CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 00 DEGREES 27 MINUTES 18 SECONDS WEST ALONG A STRAIGHT LINE, SAID LINE BEING THE WEST FACE OF AN EXISTING BUILDING, A DISTANCE OF 90.15 FEET TO A POINT, WITH SAID POINT BEING THE SOUTHWEST CORNER OF SAID EXISTING BUILDING; THENCE SOUTH 89 DEGREES 41 MINUTES 10 SECONDS EAST ALONG A STRAIGHT LINE, SAID LINE BEING THE SOUTHERLY FACE ON AN EXISTING BUILDING, A DISTANCE OF 19.55 FEET TO A POINT, WITH SAID POINT BEING THE INTERSECTION OF SAID SOUTHERLY FACE OF AN EXISTING BUILDING WITH THE WESTERLY FACE OF AN EXISTING BUILDING; THENCE SOUTH 00 DEGREES 24 MINUTES 48 SECONDS WEST ALONG A STRAIGHT LINE, SAID LINE BEING THE AFORESAID WESTERLY FACE OF AN EXISTING BUILDING AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 319.12 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 3; THENCE NORTH 89 DEGREES 42 MINUTES 31 SECONDS WEST ALONG SAID SOUTHERLY LINE OF LOT 3, A DISTANCE OF 58.91 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 28,581 SQUARE FEET (0.65613 ACRES) OF LAND, MORE OR LESS.



CALL FOR BIDS – FIXED WORKS PROJECT

Austin Tyler Construction, LLC

- I. Name of Company Bidding: _____
- II. Instructions and Specifications:
- A. Bid No.: SW-062-12
 - B. For: WISCONSIN AND JANES STORMWATER IMPROVEMENTS
 - C. Bid Opening Date/Time: WEDNESDAY, JULY 18, 2012 @ 10:00AM
 - D. Pre-Bid Conference Date/Time: WEDNESDAY, JULY 11, 2012 @ 10:00AM
 - E. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVENUE, DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: JULY 2, 2012

This document comprises 63 pages

RETURN ORIGINAL BID IN SEALED ENVELOPE MARKED WITH THE BID NUMBER AS NOTED ABOVE TO:

JIM TOCK, P.E.
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-2453
FAX: 630/434-5495
www.downers.us

Village of Downers Grove

CALL FOR BIDS – FIXED WORKS PROJECT

Bid No.: SW-062-12

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Building, 5101 Walnut Avenue, Downers Grove, IL 60515.

The Village Council reserves the right to accept or reject any and all bids, to waive technicalities and to accept or reject any item of any Bid.

The documents constituting component parts of this Contract are the following:

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. GENERAL PROVISIONS
- IV. SPECIAL PROVISIONS
- V. BID & CONTRACT FORM

All Bidders MUST submit the entire bid package, with one original Bid Form. Upon formal Award, the successful Bid will automatically convert to a Contract, and the successful Bidder will receive a copy of the executed contract upon formal award of the Bid with the Notice of Award.

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.

I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to:
JULY 18, 2012 @ 10:00AM
 - 1.2 Defined Terms:
 - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder’s completed proposal, bonds and all required certifications.
 - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
 - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
 - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
 - 1.2.6 Work – the construction or service defined herein.
 - 1.2.7 Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.
 - 1.2.8 Proposal Guaranty – the required bid deposit.
 - 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
 - 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Jim Tock, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
 - 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
 - 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.
- ### **2. BID PREPARATION**
- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.
 - 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the Work and become fully acquainted with the detailed requirements

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of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the Bid resulting from his willing or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.

- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids or the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the

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estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.

- 2.7 The Bidder must submit his Bid on the form furnished by the Village. The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
 - 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
 - 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
 - 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.
 - 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
 - 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.
- 3. PRE-BID CONFERENCE**
- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.
 - 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid

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conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.

3.3 No Contract Documents will be issued after the pre-bid conference except to attendees.

4. BID SUBMISSION

4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.

4.2 A bid deposit will be required, which shall not exceed ten percent (10%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his Bid and according to the plans and specifications in case the contract shall be awarded to him.

4.3 Bids shall be publicly opened at the hour and place indicated above.

5. BID MODIFICATION OR WITHDRAWAL

5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.

5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.

5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

6. BID REJECTION

6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for, or irregularities of any kind, shall be rejected as informal or insufficient. Bids otherwise acceptable, which are not accompanied by the proper Proposal Guaranty, shall also be rejected as informal or insufficient. The Village reserves the right however, to reject any or all Bids and to waive such technical error as may be deemed best for the interest of the Village.

7. BIDDER COMPETENCY

7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.

8. BIDDER DISQUALIFICATION

8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a

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Bidder and the rejection of their Bid.

- 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.
- 8.1.2 Evidence of collusion among Bidders.
- 8.1.3 Unbalanced Bids in which the prices for some items are substantially out of proportion to the prices for other items.
- 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
- 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
- 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
- 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
- 8.1.8 Failure to submit a signed Bidder's Certificate stating the following:
 - 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
 - 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and
 - 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract; and
 - 8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

9. BASIS OF AWARD

- 9.1 The Village reserves the exclusive right to accept or reject any and all Bids or to waive sections, technicalities and irregularities, or to accept or reject any Bid or any item of any Bid.

10. AWARD OF CONTRACT

- 10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder)
- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of

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Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

11. RETURN OF BID DEPOSIT

- 11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) days after the opening of Bids. The remaining bid deposits of each contractor will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

12. FAILURE TO ENTER INTO CONTRACT

- 12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.
- 12.2 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.
- 12.3 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

13. SECURITY FOR PERFORMANCE

- 13.1 The successful Bidder shall, within ten (10) days after acceptance of the Bidder's Bid by the Village, furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the Bid. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

14. TAX EXEMPTION

- 14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification number will also be provided to the selected Bidder.

15. RESERVED RIGHTS

- 15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of

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Bids, however, will not be waived.

16. CATALOGS AND SHOP DRAWINGS

- 16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the work or material he proposes to furnish.

17. TRADE NAMES AND SUBSTITUTIONS

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Bidder's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

II. TERMS AND CONDITIONS

18. VILLAGE ORDINANCES

18.1 The successful Bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

19. USE OF VILLAGE'S NAME

19.1 The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

20. HOURS OF WORK

20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village.

21. PERMITS AND LICENSES

21.1 The Contractor shall obtain all necessary permits and licenses required to complete the Work. The cost of acquisition of all necessary permits, bonds, insurance and services as specified herein shall be considered INCIDENTAL, and no additional compensation will be allowed the Contractor.

22. INSPECTION

22.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

23. DELIVERIES

23.1 All materials shipped to the Village must be shipped F.O.B. designated location, Downers Grove, Illinois.

24. SPECIAL HANDLING

24.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

25. NONDISCRIMINATION

25.1 Contractor shall, as a party to a public contract:

25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive

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Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

- 25.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq, and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

26. SEXUAL HARASSMENT POLICY

26.1 The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

- 26.1.1 Notes the illegality of sexual harassment;
- 26.1.2 Sets forth the State law definition of sexual harassment;
- 26.1.3 Describes sexual harassment utilizing examples;
- 26.1.4 Describes the Contractor's internal complaint process including penalties;
- 26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

27. EQUAL EMPLOYMENT OPPORTUNITY

27.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

- 27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 27.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire

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for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- 27.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 27.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 27.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

28. DRUG FREE WORK PLACE

28.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

28.1.1 Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

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(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

- (A) abide by the terms of the statement; and
- (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

28.1.2 Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Village's or Contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance programs;
- (4) the penalties that may be imposed upon employees for drug violations.

28.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

28.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.

28.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

28.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

28.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

29.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

30. PREVAILING WAGE ACT

30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.

30.2 Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the

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Contractor in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

30.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

31. PATRIOT ACT COMPLIANCE

31.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

32. INSURANCE REQUIREMENTS

32.1 Prior to starting the Work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property,

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including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

| | | |
|--|--------------|--|
| Workers Compensation | \$500,000 | Statutory |
| Employers Liability | \$1,000,000 | Each Accident |
| | \$1,000,000 | Disease Policy Limit |
| | \$1,000,000 | Disease Each Employee |
| Comprehensive General Liability | \$2,000,000 | Each Occurrence |
| | \$2,000,000 | Aggregate |
| | | <i>(Applicable on a Per Project Basis)</i> |
| Commercial Automobile Liability | \$1,000,000 | Each Accident |
| Professional Errors & Omissions (pursuant to section.9 below) | \$2,000,000 | Each Claim |
| | \$2,000,000 | Annual Aggregate |
| Umbrella Liability | \$ 5,000,000 | |

- 32.2 Comprehensive General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a “Per Project Basis”.
- 32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers, its officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising

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out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.

- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 32.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 33. INDEMNITY AND HOLD HARMLESS AGREEMENT**
- 33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.

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- 33.2 The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its subcontractors.

34. SUBLETTING OF CONTRACT

- 34.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of this Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

35. TERMINATION OF CONTRACT

- 35.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason.

- 35.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

36. BILLING AND PAYMENT PROCEDURES

- 36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.

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36.3 As this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

36.4 Please send all invoices to the attention of: Village of Downers Grove Public Works, 5101 Walnut Ave, Downers Grove, IL 60515.

37. COMPLIANCE WITH OSHA STANDARDS

37.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

38. CERCLA INDEMNIFICATION

38.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.

39. COPYRIGHT or PATENT INFRINGEMENT

39.1 The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

40. BUY AMERICA

40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

41. CAMPAIGN DISCLOSURE

41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove

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Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

41.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

42. GUARANTEE PERIOD

42.1 The Contractor shall provide a guarantee in writing covering a minimum period of one (1) year after approval and acceptance of the Work. The Guarantee shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantees are required, they will be noted in the Special Provisions for this project.

43. SUCCESSORS AND ASSIGNS

43.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

44. WAIVER OF BREACH OF CONTRACT

44.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

45. CHANGE ORDERS

45.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.

45.2 Change orders for public works projects which authorize an increase in the contract price ~~that~~ is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

46. SEVERABILITY OF INVALID PROVISIONS

46.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

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47 GOVERNING LAW

47.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

48. NOTICE

48.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Contractor as designated on the Contract Form.

49. AMENDMENT

49.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

50. COOPERATION WITH FOIA COMPLIANCE

50.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

51.1 If the work contemplated by this Contract is funded or financed in whole or in part with State Funds or funds administered by the State, Contractor agrees to comply with the terms of the Employment of Illinois Workers on Public Works Act by employing at least 90% Illinois laborers on the project. 30 ILCS 570/1 et seq. Contractor agrees further to require compliance with this Act by all of its subcontractors.

III. GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

- 1.1 The following standards shall govern the construction of the proposed improvements:
 - 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition, 2009 (the Water & Sewer Specs.); and
 - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2012; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2012; and
 - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised March, 2006.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

2. COOPERATION OF CONTRACTOR

- 2.1 The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.
- 2.2 The Contractor shall have on the work site at all times, as the Contractor's agent, a competent English-speaking representative capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed. The representative shall also be capable of receiving instruction from the Village, and shall have full authority to promptly respond to such instruction. He shall be capable of supplying such materials, equipment, tools, labor and incidentals as may be required. The Contractor shall not replace him without prior written notification to the Village.

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

- 3.1 Section 107 of the SSRBC shall govern the Contractor's legal regulations and responsibility to the public, with the following additions:
 - 3.1.1 PROJECT SAFETY. Add the following to Article 107.28:
 - 3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well being of those engaged in the completion of the Work specified in this Contract.
 - 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as

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outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and/or regulations of the Occupation Safety and Health Administration (OSHA) and Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). **SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.**

- 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
- 3.1.2 **BACKING PRECAUTIONS.** Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.
- 3.1.3 **OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS.** The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.
- 3.1.4 **BARRICADES AND WARNING SIGNS.** The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

4. PROSECUTION AND PROGRESS

- 4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:
 - 4.1.1 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.
 - 4.1.2 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings

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and be prepared to report on the prosecution of the Work according to the progress schedule.

5. MEASUREMENT AND PAYMENT

5.1 Section 109 of the SSRBC shall govern measurement and payment, with the following additions:

5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)

5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors MUST accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

IV. SPECIAL PROVISIONS

The following Special Provisions shall modify, supercede, or supplement the Standard Specifications referred to in Section III - General Provisions.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *supplemented* by any of the following paragraphs, the provisions of such section, subsection, paragraph, or subparagraph shall remain in effect. The Special Provisions shall govern in addition to the particular Standard Specification so supplemented, and not in lieu thereof.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *amended, voided, or superceded* by any of the following paragraphs, any provision of such section, subsection, paragraph, or subparagraph standing unaffected, shall remain in effect. The Special Provisions shall govern in lieu of any particular provision of the Standard Specification so amended, voided, or superceded, and not in addition to the portion changed.

GENERAL SCOPE OF WORK

Description: The Wisconsin and Janes Stormwater Improvement Project shall generally consist of the following:

Base Bid:

- Open cut, remove, and replace bituminous pavement
- Remove existing storm pipe and construct new 48" storm sewers, manholes, and catch basins
- Construct overland flow, stabilized with rip rap
- Restore all disturbed turf areas with seed and blanket

Pavement Alternate 1:

- Grind and overlay bituminous pavement for areas of road not directly impacted by storm sewer installation, patching poor areas as necessary

Pavement Alternate 2:

- Remove and replace full depth pavement
- Earth excavation and grading of sub-grade
- Install modular block retaining wall
- Remove and install 8" storm sewer
- Re-grade disturbed turf areas and restore with seed and blanket

Pavement Alternate 3:

- Remove and replace full depth pavement
- Earth excavation and grading of sub-grade
- Install modular block retaining wall
- Re-grade disturbed turf areas and restore with seed and blanket

GENERAL CONSTRUCTION REQUIREMENTS

The following general requirements are intended to govern the overall priority for the performance of the Work described in this Contract. As general requirements, they are not intended to dictate to the Contractor the precise method by which these tasks shall be performed.

All street openings made prior to November 15th shall be fully restored according to the applicable special provisions, and the street reopened to regular traffic upon the availability of hot-mix bituminous concrete. The Contractor shall assume the risk of restoration over those reaches of pipe installed but not yet pressure-tested for pipe integrity.

No more than three hundred linear feet (300 LF) of pavement may be open-cut and closed to use by the motoring public. Access to **all** individual drives within the current work zone must be restored at the end of each workday.

The Contractor shall maintain traffic flow on ALL STREETS during the day in accordance with the applicable special provision. Adequate signing and flagging is of particular importance for safe travel of all residents.

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SP-1 CONSTRUCTION STAKING AND RECORD DRAWINGS

Description: Section 5-7 of the Water and Sewer Specs shall be replaced in its entirety by the following:

The Contractor shall furnish and place all construction layout stakes for this project. Competent personnel with suitable equipment shall conduct this work, supervised by a licensed Illinois Land Surveyor. The Contractor shall be responsible for having the finished work conform substantially to the lines, grades, elevations and dimensions shown on the plans.

The Contractor shall provide adequate control points to construct the individual Project elements, and shall provide the Engineer with adequate control in close proximity to check the compliance of the elements constructed.

The Contractor shall record all field notes in standard survey field notebooks and those books shall become the property of the Owner at the completion of the Project. All notes shall be neat, orderly and in an accepted format.

Prior to final payment, the Contractor shall provide the Owner with record drawings showing the lines, grades, elevations and dimensions of all work constructed. The Contractor shall also provide digital files listing all constructed manholes, catch basins, inlets, vaults, and any other storm or water structures and/or critical items defined by the Engineer as part of the project. The digital files shall list the items above as points with supplemental data as shown below in the Stormwater and Watermain GPS Code Lists.

Watermain GPS Code List

| Field Name | Description | Entry |
|------------|---------------------------------|--|
| ValveID | Short Unique ID (1,2,3..) | |
| Notes | special notes | |
| GISLocQty | Location quality of valve point | good, fair, poor, hand |
| StructID | Unique ID, if applicable | |
| CollType | How was point collected? | HQGPS, locates, hand |
| CollSource | Who collected point? | |
| Owner | Who owns valve? | VDG, private, other |
| Structure | What type of valve is it? | main line, interconnect, fire protection, domestic |

Stormwater GPS Code List

| Field Name | Description | Entry |
|--------------------------|--|--|
| Lid_Type | frame and grate type | solid, open, b-hive, rollback, square, guard, other, none |
| Structure | | inlet, manhole, catch basin, endsection, culvert, bridge, blind tap, other, none |
| Inverts (no inverts = 0) | # of inverts | |
| Struct_Dept (ft) | structure depth | |
| Invert_Dep (ft) | invert depths, starting at north position going clockwise | |
| Invert_Siz (in) | invert sizes, starting at north position going clockwise | |
| Invert_Mat | invert material starting at north position going clockwise | RCP, CMP, PVC, clay, ductile iron, plastic, other, none |
| Flow_Angle | | 90 degrees, 135 degrees, straight through, 1 hole, junction, other, none |
| Flow_Direc | | north, south, east, west, NE, NW, SE, SW, divide |
| Struct_Mat | structure material | cast, block, brick, unknown, other, none, clay |
| Condition | structure condition | new, good, repair, replace, clean, unknown |
| Point_Loca | location of shot taken on rim | Center, Rim, Centr StSide, Invert, Top Pipe, Top Center Wall, Nrim, Srim, Erim, Wrim, Hand Marked, Flow Line |
| Comment1 | special comments | |
| Comment2 | special comments cont'd | |
| CollType | How point was collected | HQGPS, locates, hand |
| CollSource | Who collected point? | |
| Outfall | is the structure an outfall? | yes, no |

Basis of Payment: This work will be paid for at the contract **LUMP SUM** price for:

CONSTRUCTION STAKING AND RECORD DRAWINGS,
which price shall be payment in full for the work as specified herein.

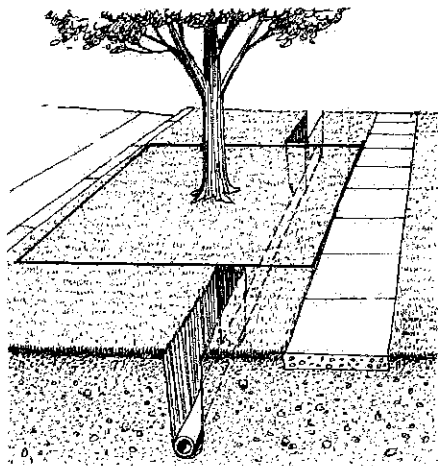
SP-2 TREE PROTECTION

Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. The Village Forester shall approve all tree protection measures and any deviations. All tree protection measures and any deviations shall be noted in the contract specifications and on approved project plan sheets and permits using the guidelines listed below.

Tree protection shall include avoiding damage to the above ground tree branches and trunk, and the below ground root system and surrounding soil. Tree crowns and trunks shall not suffer any branch or bark loss. Roots shall be protected from compaction, storage of materials, severing, regrading of the parkway or excavation unless specifically noted on the project plan sheets.

The Critical Root Zone, or CRZ, is the area immediately surrounding a tree that must be protected from damage. In a municipal parkway setting with utilities and paved or concrete surfaces, the size of the CRZ has been adjusted to form a rectangle around the parkway tree trunk with minimum dimensions listed in the following table. The depth of the CRZ extends to 4 feet below the natural ground surface level.

| <u>Parkway</u> <u>Tree diameter at 4.5'</u> | <u>Width street to property</u> <u>(min. curb to sidewalk)</u> | <u>Length along street</u> <u>street(minimum)</u> | <u>Depth</u> |
|--|---|--|--------------|
| 0 – 12.0 inches | 10.0 feet | 10 feet | 4 feet |
| 12.1 – 24.0 inches | 10.0 feet | 20 feet | 4 feet |
| 24.1 or more inches | 10.0 feet | 30 feet | 4 feet |



For projects that involve excavations of less than one (1) foot in depth in the parkway or street and are replacing structures in the same location, fencing of the public parkway trees shall not be required. Example projects include, but are not limited to, street pavement resurfacing, curb removal/replacement,

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driveway removal/replacement, or sidewalk removal/repairs or new sidewalk installations. Contractors shall be mindful of the CRZ dimensions and potential for fines if any parkway trees suffer any unauthorized damage as determined by the Village Forester.

For projects that involve excavations of two (2) or more feet in depth in the parkway or street or both, fencing of the public parkway trees shall be required. Example projects include, but are not limited to, watermain replacements with new roundway keystops and domestic service box installations, sanitary line replacements and new service connections, new or replacement natural gas services, new or replacement phone or fiber optic lines, or new or replacement storm sewers, or projects that widen roads which in turn decreases the parkway soil volume around public parkway trees.

Projects that require fencing (listed above) shall fence the public parkway trees with six (6) foot high chain link construction fence secured to metal posts driven in the ground which are spaced no further than ten (10) feet apart. The dimensions of the fence shall depend on the tree diameter size and shall follow the table listed for the CRZ above, or as large as practical dependent on driveways and other field conditions. The fenced rectangle shall have three (3) sides with the opening facing the adjacent residences for easy access for mowing or tree care. Under no circumstances shall any items be stored within the fence. All fence shall be maintained daily in an upright good condition. The size and location of all fencing shall be shown on the project plan sheets.

To avoid damage to the CRZ, utilities must be augered underneath the public parkway trees. Excavation pits for augering equipment are to be outside the fenced area and are to be shown on the project plan sheets. Excavation pits for roundway keystops and domestic service boxes are to be as small as practical with excavation occurring in a direction away from the adjacent public parkway tree.

In cases when severing of roots within a portion of the CRZ may be unavoidable (ex. sidewalk installation, curb replacement, water or sanitary service replacement), subject to the approval of the Village Forester, sharp clean cuts shall be made on root ends to promote wound closure and root regeneration. Root pruning and excavation activities shall occur such that the smallest volume of soil and roots is disturbed, and the locations shall be shown on the project plan sheets.

In addition to fines and citations that may be assessed for violations of any Chapter 24 of the Municipal Code (such as not maintaining fencing around the CRZ or unauthorized removal of protected trees), the contractor may be subject to the following provisions:

- issuance of an invoice for the value or partial value of the tree lost due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
- costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
- fines of \$500 for the 1st offense; \$1,000 for the 2nd offense; \$2,500 for the 3rd and subsequent offenses.
- each day during which a violation continues shall be construed as a separate and distinct offense.

The value or partial value of the tree lost shall be determined by the Village Forester using the most current edition of the Guide for Plant Appraisal (prepared by the Council of Tree & Landscape Appraisers and the International Society of Arboriculture) and the most current edition of the Species Ratings & Appraisal Factors for Illinois (prepared by the Illinois Arborist Association). The total cost determined for the damage shall be deducted from the payments made to the Contractor for the project. Should the Village

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hire another Contractor or tree service to complete pruning work, these costs shall also be deducted from the payments made to the Contractor.

Basis of Payment: This work will be paid for at the contract unit price per **FOOT** for:

TREE PROTECTION,

which price shall be payment in full for the work as specified herein, except tree removal as defined by the standard specifications, which will be paid for separately.

SP-3 STREET SWEEPING AND DUST CONTROL

All roadway surfaces shall be kept free of dirt, mud, dust and debris of any kind throughout every phase of the project. Dirt, mud, dust and debris of any kind shall be removed from the roadway surface to the satisfaction of the Engineer by any one or combination of the following: approved mechanical sweeping equipment, manual labor, or other approved techniques.

Whenever ordered by the Engineer, especially for locations subject to a particularly high volume of traffic, the Contractor shall mechanically sweep the work site.

Basis of Payment: This work will be paid for at the contract unit price per **HO**UR for

STREET SWEEPING AND DUST CONTROL,

which price shall be payment in full for the work as specified herein.

SP-4 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

Description: This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices.

No waiving of these requirements will be allowed without prior written approval of the Engineer.

The Contractor shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such circumstances may include, but not be limited to work performed along the route under construction, road closures for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work. The Contractor shall ensure that work zone in question is properly signed, barricaded and otherwise marked.

The contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations shall be protected by Type I barricades equipped with working bi-directional flashing lights at each end of the excavation, as well as at 50-foot intervals between ends for excavations greater than 50 feet in length and weighted down by **one sandbag per each barricade**. All street closures shall be protected by Type III barricades equipped with working bi-directional flashing lights and weighted down by **eight sandbags per each barricade**.

The Contractor shall plan his work so that there will be no open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.

In the event that one direction of vehicular travel must be closed, the Contractor has the option of setting up a detour route or using flaggers (minimum of two) to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and lane closures, and shall issue written authorization prior to closure.

In the event that both directions of vehicular travel must be closed, the Contractor shall set up a detour route to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and shall issue written authorization prior to closure.

The Contractor shall maintain his operations in a manner such that traffic flow shall not be substantially impeded during the construction of the proposed improvements. Where traffic must cross open trenches during a given work day, the Contractor shall provide steel plates at street intersections and driveways. Prior to the end of a given work day, the pavement surface shall be temporarily restored.

No open excavation may be left overnight or on the weekend without the express written permission of the Engineer.

No street closure shall be permitted without the express written permission of the Engineer. No street closure may exceed 800 linear feet, nor be in effect from Friday night at 4:30PM to Monday morning at 9:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.

As the condition and location of the work changes, the Contractor shall maintain all traffic control devices

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and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or proper for the situation ahead shall be covered or taken down. Barricading and signage shall be monitored by the Contractor on a daily basis to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.

The Contractor shall provide a name and phone number of a responsible party capable of providing emergency service, 24 hours per day, for the duration of the Project.

Basis of Payment: This work shall be paid for at the contract **LUMP SUM** price for:

TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS,

which price shall be payment in full for the installation and maintenance of proper traffic control to protect the work and public for the duration of the Project.

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SP-5 EXPLORATION TRENCH

Description: This work shall consist of constructing a trench for the purpose of locating existing utilities potentially in conflict with the proposed improvements. All exploratory trenches shall be constructed and restored per Section 213 in the SSRBC.

Basis for Payment: This work shall be paid for at the contract unit price per **FOOT/60-INCH DEPTH** for:

EXPLORATION TRENCH,

which price shall include all material, labor, and equipment necessary to complete this item, which includes backfilling with spoils and/or approved backfill. Maintenance of the backfilled trench shall be incidental.

SP-6 STORM SEWER REMOVAL (SIZE SPECIFIED)

Description. This work shall consist of the removal of storm sewers including laterals. Existing storm sewers shall be removed so that all pipe considered suitable by the Engineer for future use shall be salvaged. The location and manner of storage of salvaged material shall be as directed by the Engineer.

Any of the material having salvage value which has been damaged by the Contractor shall be replaced with new pipe of the same kind and size. Material not suitable for salvage shall be disposed according to Article 202.03 of the SSRBC.

Excavation of trenches shall be performed according to the applicable requirements of Article 550.04 of the SSRBC.

Backfilling for the removed storm sewer shall be considered incidental to Storm Sewer Removal.

Basis of Payment. This work shall be measured and paid for at the contract unit price per **FOOT** for:

STORM SEWER REMOVAL (SIZE SPECIFIED),

of the size specified, which price shall be payment in full for performing this task as specified, including all material, labor and equipment.

SP-7 COMBINATION CONCRETE CURB AND GUTTER REMOVAL

Description: This work shall consist of the removal of existing P.C.C. Curb and Gutter of the type and size at the locations noted in Schedule of Quantities. This work shall be performed in accordance with Section 440 of the Standard Specifications, except as amended herein.

At those locations where curb removal operations fall within the Critical Root Zone (CRZ) the Contractor will be required to trench with a "chain" driven trencher immediately back of curb prior to curb removal. This procedure will proceed uninterrupted through the CRZ and insure general tree root pruning. The width of the CRZ shall be determined as noted in the general provision for TREE PROTECTION elsewhere in these documents. If it is determined that proposed removal methods do not cause undo harm to adjacent roots, the Village Forester may waive the need to perform trenching.

During removal operations Contractor shall take special care not to damage or extend sawed joint into adjacent appurtenances such as driveways and sidewalks which are to remain in place. During machine sawing operations Contractor shall also take special care to remove, clean, or otherwise account for any residue / slurry produced by the sawing so material will not be tracked by either vehicular or foot traffic onto adjacent appurtenances which are to remain in place.

Basis of Payment: This work will be paid for at the contract unit price per **FOOT** for

COMBINATION CONCRETE CURB AND GUTTER REMOVAL,

which price shall be payment in full for the work as specified herein.

SP-8 DRAINAGE STRUCTURE TO BE REMOVED

Description: This work shall consist of removing and disposing of existing manholes, catch basins and inlets in accordance with Section 605 of the Standard Specifications and as specified herein.

In addition to the requirements of Article 605.03 of the Standard Specifications, the Contractor shall saw cut a square area around the structure to be removed sufficient to remove the structure and construct the replacement structure.

Basis of Payment: This work shall be measured and paid for at the contract unit price per **EACH** for:

DRAINAGE STRUCTURES TO BE REMOVED

The word DRAINAGE STRUCTURE shall be understood to mean manhole, catch basin or inlet as the case may be.

SP-9 PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACE
or PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, NEW

Description: This work shall consist of installation of new P.C.C. and the removal and replacement of existing P.C.C. sidewalk as indicated by location or shown on the plans. All P.C.C. sidewalks shall be removed and replaced by methods and with materials in accordance with Articles 424 and 1020.04 of the SSRBC, except as amended herein.

Removal of existing sidewalk shall include saw cutting and disposal of existing concrete as directed by the Engineer, removal of tree roots, bituminous paved sidewalks and/or bituminous overlayment of existing sidewalks.

Excavation for new sidewalk shall be performed with a Gradall. Operating the Gradall on the parkways will not be allowed. All excavation shall be made from the street unless otherwise approved by the Engineer. Excavation work utilizing a skid steer loader shall not be allowed.

Placement of sidewalk shall include the following:

- a) Any necessary excavation, clearing, and proper disposal of excavated materials, removal and disposal of all obstructions such as fences, walls, foundations and buildings;
- b) The placement of four inches (4") of Type B, CA-6 compacted aggregate base;
- c) The set up of form work such that the maximum longitudinal slope of the finished walk does not exceed 8.33 percent (1 inch in 12 inches), and the lateral slope is not less than 1/4 inch per 12 inches, nor more than 1/2 inch per 12 inches.
- d) The placement of five inch (5") thick, Class SI Portland Cement Concrete, 6.05 cwt/cy mix, with 6% air entrainment, 3"-5" slump, and six inch (6") thickness through or in driveways or where subject to vehicular traffic, to the width specified on the plans or as directed by the Engineer;
- e) The tooling of contraction joints, 3/4-inch radius and 1 inch deep, 5 feet on center;
- f) The placement of 3/4 inch thick premoulded expansion joints at 100 foot intervals on center, or abutting existing concrete sidewalk, or at the end of a pour;
- g) The adjustment to proper grade of all utility structures encountered;
- h) The replacement of all traffic control devices or parking meters removed;
- i) The proper curing of all concrete work utilizing methods and materials outlined in Articles 424 and 1022.01 of the SSRBC, (Type III membrane curing compound white pigmented);
- j) The complete restoration of abutting asphalt driveways damaged as a result of installation, or where new sidewalk surface is more than 1/2 inch higher or lower than the original grade of the asphalt drive. Restoration shall consist of a minimum of one foot either side of the sidewalk; with a minimum of three inch (3") thick Hot-Mix Asphalt Surface, Mixture C, N50 (IL 9.5) surface course; and restoration of gravel drives with similar HMA restoration.

Except for damaged parkway areas due to rutting or not designated by the Engineer, restoration will be paid for in accordance with the specification PARKWAY RESTORATION.

Basis for Payment: This work shall be paid for at the contract unit price per **SQUARE FOOT** for:

P.C.C. SIDEWALK REMOVAL AND REPLACE or P.C.C. SIDEWALK, 5 INCH, NEW

which price shall be payment in full for the work as specified herein.

SP-10 REMOVE AND REPLACE EX. GATE CONTROL

Description: This work shall consist of removing and replacing the existing gate control near station 2+00. The contractor shall remove the gate control prior to excavating for the proposed storm sewer. The gate control shall be safely stored during construction and then reinstalled following the installation of the storm sewer and any required pavement restoration. If the gate control or any of its components become damaged at any time during the project, the contractor shall replace the damaged pieces at their own cost. The gate control must be fully functional at the end of the project. Any labor, material, or equipment required to restore functionality to the gate control shall be included in the unit price for this item.

Basis of Payment: This work shall be measured and paid for at the contract unit price per **EACH** for:

REMOVE AND REPLACE EX. GATE CONTROL

which price shall be payment in full for the work as specified herein.

SP-11 STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED)

Description: This item shall consist of the construction of Storm Sewer. Storm sewer shall be constructed with new Reinforced Concrete Pipe (RCP) per the SSRBC (AASHTO M315), and Ductile Iron Pipe with gasket (DIP), AWWA C -1 Class 52 with SuperCoat interior lining, asphalt exterior coating, and rubber-gasketed joints AWWA C - 111 of the diameter shown, or Polyvinyl Chloride (PVC) Pipe SDR 26 with gasketed, bell and spigot, push on type joints conforming to ASTM D3212 of the diameter shown on the Drawings.

The pipe shall be placed so that the entire length of the pipe will have full bearing. No blocking of any kind shall be used to adjust the pipe to grade except when used with concrete encasement.

Laying of sewer pipe shall be accomplished to line and grade in the trench only after it has been de-watered and the foundation and/or bedding has been prepared. Mud, silt, gravel, and other foreign material shall be kept out of the pipe and off the jointing surface.

All pipe laid shall be retained in position so as to maintain alignment and joint closure until sufficient backfill has been completed to adequately hold the pipe in place. All pipes shall be laid to conform to be prescribed line and grade shown on the Plans.

The sewer pipe, unless otherwise approved by the Engineer, shall be laid up grade from point of connection on the existing sewer or from a designated starting point. The sewer pipe shall be installed with the bell end forward or upgrade, unless approved otherwise. When pipe laying is not in progress, the forward end of the pipe shall be kept tightly closed with an approved temporary plug.

If deemed necessary by the Engineer, all pipe and manholes shall pass an ex-filtration test in accordance with ASTM C-969-02 prior to acceptance. All testing shall be done under supervision of the Engineer, who shall be notified 48 hours prior to testing.

The following specific items shall be considered incidental to storm sewer pipe construction and their costs shall be merged into the contract unit price per **FOOT** of the storm sewer pipe.

1. Removal of all surplus trench excavation from site.
2. Excavation for and placement of bedding material.
3. Support of trenches, including any necessary bracing or shoring.
4. De-watering of trench or excavation.
5. Placement and compaction of backfill by vibratory plate or other approved mechanical device.
6. Coring into existing drainage structures where connections are called for on the plans.
7. Sawcutting of pavement and/or curb and gutter.

Basis of Payment: This work shall be paid for at the contract unit price per **FOOT** for:

STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED),

which price shall include all labor, material, and equipment and incidental work herein specified, except **TRENCH BACKFILL** used as Final Backfill as defined by the Standard Specifications, which will be paid for separately.

SP-12 TRENCH BACKFILL

Description: All trenches and excavations beneath pavements and driveways, as shown on plans or as directed by the Engineer in the field, will require Case III SELECTED GRANULAR BACKFILL meeting the gradation of Type A of Sec. 20-2.21C of the Water and Sewer Specs and as specified on Typical Trench Detail on Page 6 of the plans.

Trench Backfill, CA-6 shall meet the requirements of Section 1004.04 of the SSRBC, gradation to be "CA-6", except that GR-7 gravel will not be allowed. Select Granular Backfill, CA-6 should be used when under or within 2' of paved areas or structures, and shall extend from 1' above the pipe to at least 9" below the street surface.

Backfill shall be compacted by vibrating plate or other mechanical compacting device in a manner consistent with the Standard Specifications, to ensure that no future settlement occurs.

All backfilling shall be done in accordance with Section 20-2.21 of the SSRBC. Specifically, all trenches and excavations other than those shown on the plans or designated by the Engineer to receive **TRENCH BACKFILL, CA-6** shall be backfilled by any acceptable method which will not dislodge or damage the pipe, or cause bridging action in the trench. Spoil material may be used as backfill in turf areas. In turf areas, **TRENCH BACKFILL, CA-11** shall be used to a height of one (1) foot above the top of the storm sewer pipe, and the balance of the backfill may be approved excavated material.

Payment shall be made only for the placement of TRENCH BACKFILL, CA-11 as Haunching and Initial Backfill, as defined in the Water and Sewer Specs. Granular bedding shall be considered incidental to the contract price.

Payment shall be made only for the placement of TRENCH BACKFILL, CA-6 as Final Backfill. Backfill of approved excavated material shall be considered incidental to the contract price.

Where granular bedding as encasement material is not specified, selected excavation material free from clods or stones shall be used between the bottom of the trench and a point six inches above the top of the pipe.

Selected granular backfill shall be furnished for backfilling to the full width of the trench. It will be measured in cubic yards in place, except that the quantity for which payment will be made shall not exceed the volume of the trench as computed by using the maximum width of trench permitted by the Standard Specifications. Any selected granular material required in excess of the maximum quantity herein specified shall be furnished by the Contractor at his own expense

This item also includes the disposal of the surplus excavated material that is replaced by selected granular backfill. Any material meeting the aforementioned gradation that has been excavated from the trenches may be used for backfilling the trenches. However, no compensation will be allowed as selected granular backfill for the portion of the trench backfilled with excavated material.

Basis of Payment: This work will be paid for at the contract unit price per **CUBIC YARD** for

TRENCH BACKFILL

which price shall be payment in full for the work as specified herein and as measured in place.

SP-13 CUSTOM GRATES

Custom grates for storm structures shall be fabricated steel to the dimensions and specifications shown on the plans. The Contractor shall provide shop drawings for approval by the Village Engineer prior to installation.

Basis of Payment. This work shall be measured and paid for at the contract unit price per **EACH** for:

CUSTOM GRATE

of the size specified, which price shall be payment in full for performing this task as specified, including all material, labor and equipment.

SP-14 COMBINATION CONCRETE CURB AND GUTTER (TYPE)

Description: This work shall consist of the replacement of existing PCC Curb and Gutter in accordance with the applicable parts of Sec. 606 of the Standard Specifications, except as amended herein.

Replacement of curb and gutter shall include the placement of three-quarter inch (3/4") premolded expansion joint filler along the back of curb, for the full depth of the curb and gutter, where abutting existing concrete.

Transverse expansion joints with 3/4" joint filler shall be constructed at five feet (5') either side of utility structures, and at no more than ninety foot (90') intervals. All expansion joints shall include the placement of two (2) three-quarter inch (3/4") dowel bars with pinched stop caps as specified on detail sheet. Two (2) three quarter inch (3/4") dowel bars shall also be placed at all construction joints as specified on detail sheet and shall be drilled into existing curb and gutter a minimum of six inches (6").

New curb and gutter shall be backfilled with existing excavated earth.

Transverse contraction joints shall be constructed at no more than fifteen foot (15') intervals.

When new curb and gutter is placed adjacent to concrete pavement or base, it shall be tied along the longitudinal construction joint with No. 6 (3/4") bars at 24" centers in accordance with the applicable portions of Article 420.05 of the Standard Specifications.

Placement of curb and gutter as noted on Schedule of Quantities to be reinforced shall also include the placement of two (2) No. 4 (1/2") epoxy coated deformed reinforcement bars meeting the applicable portions of Section 508 of the Standard Specifications. Bars shall be placed at one-half depth of the body of the gutter running the entire length of newly placed sections. Curb and gutter placed as described in this paragraph will be paid for as COMBINATION CONCRETE CURB AND GUTTER (TYPE SPECIFIED), REINFORCED.

All voids existing between newly placed curb and gutter and the adjacent roadway pavement shall be filled with Class SI concrete, prior to bituminous surface placement, to a point 1-1/2 inches below finish grade. This work shall be considered incidental.

Placement of curb and gutter shall include the application of membrane curing compound, Type III, in accordance with Articles 1020.13 and 1022.01 of the Standard Specifications unless otherwise directed by the Engineer.

If placement of curb and gutter takes place prior to April 15, or after October 15, the curb and gutter shall be properly cured and that followed by the application of protective coat in accordance with Article 420.18 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for

COMBINATION CONCRETE CURB AND GUTTER (TYPE),

which price shall be payment in full for the work as specified herein.

SP-15: IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

If construction activities will result in removal and disposal of excavation spoils, per Illinois Public Act 96-1416 and the Illinois Environmental Protection Agency, soil sampling and analysis, along with certification from a licensed professional engineer that the soil is uncontaminated, will be required prior to clean construction and demolition debris (CCDD) landfill acceptance.

A geotechnical report for the site was completed by SEECO Consultants, dated April 26, 2012. To facilitate meeting the above requirements, and per the geotechnical report supplied by SEECO Consultants, the Village will supply a signed Uncontaminated Soil Certification by Licensed Professional Engineer Form LPC-663 for this project location.

Construction Requirements: The Contractor shall be responsible for satisfactory removal and disposal of all waste material, asphalt, concrete, stone, and uncontaminated or contaminated dirt or debris generated or discovered in the course of the work. Removal and disposal of excavation items being disposed of at a landfill or clean construction and demolition debris (CCDD) fill site shall meet the requirements of Public Act 96-1416.

The temporary storing of excavated materials on the parkways or right of way, and re-handling them later for disposal will not be allowed due to additional damage caused to tree root systems, parkways, existing equipment, and conditions. It shall be the Contractor's responsibility to find an approved dumpsite for debris and any excavated materials. The Village will not provide for one. However, at the Engineer's discretion, excavated soils may be stockpiled on the property of 2400 Wisconsin at the location specified by the Engineer. If soils are stockpiled on-site and not hauled off-site, additional compensation for "handling" the material will not be granted.

The Contractor shall have the option of employing a licensed testing firm, as approved by ENGINEER, to screen each truck-load of material on-site, using a PID or FID field screen or other acceptable method. If said screen indicates VOC levels that will be unacceptable for disposal at a CCDD facility, the Contractor shall be responsible for properly disposing of the material (unless hauling off-site is not required, per above) at an acceptable landfill, and providing the Village with all of the proper paperwork to document the material disposal with the IEPA. This work shall be paid for as specified below. If, however, a truck-load is rejected by a CCDD facility after leaving the project site, and said truck-load was not identified on-site as having VOC levels above the allowable limits, the Contractor shall still be required to properly dispose of the material and provide the Village with the necessary documentation, but shall not be additionally compensated.

All additional work to satisfy these requirements shall be the responsibility of the Contractor. All costs associated with meeting these requirements shall be paid for as specified herein. These costs shall include but are not limited to all required testing, lab analysis, and certification by a licensed professional engineer, if required, in addition to the cost of additional hauling, dump fees, etc. Payment for this work shall be in addition to payment for EARTH EXCAVATION, SPECIAL per the contract unit price. No adjustment to the contract unit price will be allowed due to changes to quantities based on actual field conditions.

Basis of Payment: This work shall be paid for at the contract unit price per **LOAD** for **ADDITIONAL HAULING SURCHARGE, SPECIAL WASTE**, which price shall be payment in full for the work as specified herein.

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SP-16 HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

Description: This work shall be done in accordance with Section 440 of the SSRBC except as amended herein.

At those locations designated for HMA Surface Removal, Variable Depth, existing HMA material over existing concrete or brick bases varies in thickness. Unless otherwise directed by the engineer, it is intended that existing HMA surface is to be removed exposing the underlying concrete or brick base.

Basis of Payment: This work shall be paid for at the contract unit price per **SQUARE YARD** for

HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH,

which price shall be payment in full for the work as specified herein.

SP-17 PREPERATION OF AGGREGATE BASE

Description: This work shall consist of repair and preparation of existing aggregate bases remaining after bituminous surface removal operations and performed in accordance with the applicable portions of Section 358 of the SSRBC, except as amended herein.

This work shall include the removal and disposal of any undesirable material remaining after the bituminous surface removal operations. Undesirable material is generally referring to remaining chunks of asphalt, pavement, vegetation, dirt, etc., existing in or on the aggregate base which cannot be incorporated back into the work as aggregate base.

Removal of any unsuitable soils from the subgrade beneath the aggregate base shall be per the provision for Porous Granular Embankment Subgrade, Special.

After repair of base, the existing aggregate and any aggregate placed as part of the repair shall be graded to a minimum 2% cross slope to obtain a proper crown in the roadway to the satisfaction of the Engineer.

Additional aggregate required for the repair of the base shall be limited to crushed aggregate meeting the gradation of CA-6. The use of additional rollers per Section 1101 of the Standard Specifications will be allowed.

Basis of Payment: All work in connection with the repair and preparation of aggregate bases, except necessary additional aggregate, shall be paid for at the contract unit price per **SQUARE YARD** for

PREPERATION OF AGGREGATE BASE,

which price shall be payment in full for the work as specified herein. Additional aggregate required for the repair of the aggregate base or to achieve proper crown shall be **INCIDENTAL** to this item.

SP-18 UTILITY STRUCTURES TO BE ADJUSTED OR RECONSTRUCTED

Description: This item shall be done in accordance with Sec. 602 of the Standard Specifications for Road and Bridge Construction and the following provisions.

All excavation for structure adjustment shall be replaced with Class SI concrete and in accordance with the attached details. For excavation required for reconstructed items, backfill materials shall be mechanically compacted **SELECTED GRANULAR BACKFILL** placed per the special provision elsewhere in these documents.

Castings shall be set in mortar or bituminous mastic beds. The adjustment of the casting to the required final grade shall be made with precast concrete adjusting rings. Brick, concrete block, or wooden shims will not be permitted.

When adjustments include new frame and grate or new frame and lid, all replacement frames, grates and lids shall be heavy duty. Depending on the type of frame, care shall be taken to properly align the new frame with the curb and gutter, and maintain the proper size opening into the structure.

Although the cost of adjusting structures per this specification will be paid for under this contract, the contractor shall be aware that many of the structures are not the property of the Village of Downers Grove, and that such work may require inspections and/or permits from other governmental agencies.

For those structures noted on the Schedule of Quantities or as designated by the Engineer as **MANHOLE TO BE ADJUSTED, SPECIAL**, for that period after Hot-Mix Asphalt Surface Removal operations and prior to adjustment to finished pavement elevation, frames and lids or grates shall be removed from the structure and stored in a safe manner until reused. The resulting void over the structure shall be covered with a steel plate and temporary pavement, or other approved method, capable of carrying the anticipated daily traffic in a safe manner. The contractor shall also make note of structure location so it may be reestablished after initial bituminous paving operations have been completed.

Basis of Payment: This work shall be paid for at the contract unit price per **EACH** for

MANHOLE TO BE ADJUSTED or MANHOLE TO BE ADJUSTED, SPECIAL or MANHOLE TO BE ADJUSTED WITH NEW FRAME AND LID (TYPE SPECIFIED) or MANHOLE TO BE RECONSTRUCTED, INLET TO BE ADJUSTED or INLET TO BE ADJUSTED WITH NEW FRAME AND GRATE (TYPE SPECIFIED) or INLET TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE (TYPE SPECIFIED)

which price shall be payment in full for all labor and materials specified herein including backfill with Selected Granular Backfill.

SP-19 MODULAR CONCRETE BLOCK RETAINING WALL

Description: This work shall consist of the furnishing of materials and installation of a MODULAR CONCRETE BLOCK RETAINING WALL. This wall shall be constructed with high strength density concrete modular units, freeze thaw resistant with rear alignment flange providing a one and one-eighth inch (1 1/8") set back from a vertical plane with each course. Modular units shall be Unilock – Pisa 2 Natural or approved equal. Concrete Modular Retaining Wall units shall meet or exceed the standards outlined in ASTM C90-90 (Specification for Load Bearing Concrete Masonry Units); and ASTM C666-90 (Test Method for Resistance of Concrete to Rapid Freezing and Thawing).

Erection of the wall shall be in accordance with the concrete module manufacturer's recommendations and as specified herein. The wall shall be placed on a bed of six inches compacted CA-6 Aggregate which shall be considered incidental to this item. The top of the first row of concrete modules shall be set at one inch below the lowest top of walk for that course of modules. Each course shall be laid with the lip of the units placed against the back of the preceding course. Units shall be pulled forward as far as possible. The first layer shall have a one-inch tieback bank.

For drainage within the retaining wall, a perforated 6-inch dia. PVC tile shall be wrapped within a porous geofabric textile and placed along the retaining wall's entire length. The PVC tile shall be considered incidental to the unit price for this item.

Excavation shall be conducted as to obtain a 45-degree angle as measured from the heel of the retaining wall to the furthest point of excavation on the surface of the hill to be retained.

Backfill shall consist of CA-6 aggregate and shall be incidental to retaining wall installation. Backfill shall be tamped in place in eight-inch lifts with a mechanical tamper, prior to installing the succeeding layer of modules. This shall be considered incidental to this item.

Wall units damaged during erection of the wall shall be replaced by the contractor with new units. Excess excavated material resulting from the construction of the wall shall be removed from within the limits of the Village of Downers Grove.

Basis of Payment: This Work shall be paid for at the contract unit price per **SQUARE FOOT** for:

MODULAR CONCRETE BLOCK RETAINING WALL,

which price shall include all material, labor, and equipment necessary to complete this item.

SP-20 EROSION AND SEDIMENTATION CONTROL

Description: Throughout each and every phase of the project, all downstream ditches and storm sewers shall be protected from the run-off of roadway surfaces, excavations, and other construction activities generating the movement of dirt, mud, dust and debris. This work shall consist of constructing temporary erosion and sedimentation control systems as shown on the plans or as directed by the Engineer. The work shall be placed by methods and with materials in accordance with Sections 280, 1080 and 1081 of the SSRBC, except as amended herein.

All downstream ditches shall be protected from erosion and sedimentation by the installation of silt fence ditch checks, straw bales shall not be used. Piles of excavated material and/or trench backfill material, allowed to be in place in excess of three days, shall be protected against erosion and sedimentation runoff by use of silt fence. Storm sewer inlet structures or manholes shall be protected by temporary placement of geotextile fabric, filter baskets, or solid lids, as authorized in the field by the Engineer.

Erosion and sedimentation control measures as indicated in the Erosion Control Plan, or as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.

Silt Fence Placement, maintenance, and removal of silt fence at areas designated by the Engineer. The work shall be placed by methods and materials in accordance with Sections 280 and 1080 of the SSRBC, except as amended herein.

Basis of Payment: This work shall be considered **INCIDENTAL** to the project.

V. BID and CONTRACT FORM (Village)

*****THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award

BIDDER:

AUSTIN TYLER CONSTRUCTION, LLC
Company Name

7-18-12
Date

23343 S. RIDGE RD.
Street Address of Company

J.YOUNG @ AUSTIN-TYLER.COM
E-mail Address

ELWOOD, IL 60421
City, State, Zip

JEFF YOUNG
Contact Name (Print)

(815) 726-1090
Business Phone

815-679-0306
24-Hour Telephone

(815) 726-1171
Business Fax

Gary S. Schumal
Signature of Officer, Partner or Sole Proprietor
Gary S. Schumal Operating Manager

ATTEST: if a Corporation

Print Name & Title

[Signature]
Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 60 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

V. BID and CONTRACT FORM (Contractor)

*****THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award

BIDDER:

AUSTIN-TYLER CONSTRUCTION, LLC
Company Name

7-18-12
Date

23343 S. RIDGE Rd.
Street Address of Company

J.YOUNG @ AUSTIN-TYLER.COM
E-mail Address

ELWOOD, IL 60421
City, State, Zip

JEFF YOUNG
Contact Name (Print)

(815) 726-1090
Business Phone

(815) 679-9306
24-Hour Telephone

(815) 706-1171
Business Fax

Gary S. Schumal
Signature of Officer, Partner or Sole Proprietor
Operating Manager

ATTEST: if a Corporation

Print Name & Title

[Signature]
Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 60 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove

SCHEDULE OF PRICES:

BASE BID

Demolition and Debris Removal

| # | ITEM | UNIT | QUANTITY | UNIT COST | COST |
|----------|--|--------------------|----------|-----------|--------|
| 67100100 | MOBILIZATION | LSUM | 1 | 13500- | 13500- |
| SP-1 | CONSTRUCTION STAKING AND RECORD DRAWINGS | LSUM | 1 | 2500- | 2500- |
| 44000100 | FULL DEPTH PAVEMENT REMOVAL | SQ YD | 410 | 11- | 4510- |
| 20100110 | TREE REMOVAL (6 TO 15 UNITS DIAMETER) | UNIT | 10 | 30- | 300- |
| 20100210 | TREE REMOVAL (OVER 15 UNITS DIAMETER) | UNIT | 36 | 35- | 1260- |
| SP-2 | TREE PROTECTION | FOOT | 50 | 25- | 1250- |
| SP-3 | STREET SWEEPING AND DUST CONTROL | HOUR | 20 | 110- | 2200- |
| SP-4 | TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS | LSUM | 1 | 1000- | 1000- |
| SP-5 | EXPLORATION TRENCH (5' MINIMUM PER LOCATION) | FOOT/60-INCH DEPTH | 60 | 20- | 1200- |
| SP-6 | STORM SEWER REMOVAL (18") | FOOT | 515 | 20- | 10300- |
| SP-7 | COMBINATION CONCRETE CURB AND GUTTER REMOVAL | FOOT | 39 | 15- | 585- |
| SP-8 | DRAINAGE STRUCTURES TO BE REMOVED | EACH | 1 | 500- | 500- |
| SP-9 | P.C.C. SIDEWALK REMOVAL AND REPLACE | SQ FT | 36 | 12- | 432- |
| SP-10 | REMOVE AND REPLACE EX. GATE CONTROL | EACH | 1 | 4000- | 4000- |

SUBTOTAL \$43,537-

Drainage Improvements

| # | ITEM | UNIT | QUANTITY | UNIT COST | COST |
|----------|---|-------|----------|-----------|--------|
| SP-11 | STORM SEWERS (RCP, CLASS A, TYPE 3, 48") | FOOT | 510 | 100- | 51000- |
| SP-11 | STORM SEWERS (RCP, CLASS A, TYPE 3, 24") | FOOT | 15 | 56- | 840- |
| 60206000 | CATCH BASINS, TYPE B, CUSTOM GRATE | EACH | 2 | 4000- | 8000- |
| 60223700 | MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OL | EACH | 1 | 4000- | 4000- |
| 60224075 | MANHOLES, TYPE A, 6'-DIAMETER, CUSTOM GRATE | EACH | 1 | 5000- | 5000- |
| SP-12 | TRENCH BACKFILL | CU YD | 1650 | 35- | 57750- |
| SP-13 | CUSTOM GRATE | EACH | 3 | .01 | .03 |

SUBTOTAL \$126,590.03

Pavement and Restoration Improvements

| # | ITEM | UNIT | QUANTITY | UNIT COST | COST |
|----------|---|-------|----------|-----------|--------|
| 40603335 | HOT MIX ASPHALT SURFACE COURSE, MIX C, N50 | TON | 50 | 103- | 5150- |
| 40603080 | HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50 | TON | 75 | 97- | 7275- |
| 35102400 | AGGREGATE BASE COURSE TYPE B, 13.5" | SQ YD | 400 | 10- | 4000- |
| SP-9 | P.C.C. SIDEWALK, 5 INCH, NEW | SQ FT | 153 | 9- | 1377- |
| SP-14 | COMBINATION CONCRETE CURB AND GUTTER | FOOT | 39 | 52- | 2028- |
| 20200100 | EARTH EXCAVATION | CU YD | 2100 | 20- | 42000- |
| 28100101 | STONE RIPRAP, CLASS A1 (6") | SQ YD | 225 | 16- | 3600- |
| 28100105 | STONE RIPRAP, CLASS A3 (16") | SQ YD | 225 | 48- | 10800- |
| SP-15 | ADDITIONAL HAULING SURCHARGE, SPECIAL WASTE | LOAD | 20 | 575- | 11500- |

SUBTOTAL \$87,730-

TOTAL BASE BID \$257,857.03

Village of Downers Grove

PAVEMENT ALTERNATE 1

| # | ITEM | UNIT | QUANTITY | UNIT COST | COST |
|----------|---|-------|----------|-----------|---------|
| SP-16 | HOT-MIX ASPHALT SURFACE REMOVAL, VAR. DEPTH | SQ YD | 1673 | 3.75 | 6273.75 |
| 40603335 | HOT MIX ASPHALT SURFACE COURSE, MIX C, N50 | TON | 205 | 75- | 15,375- |

PAVEMENT ALTERNATE 1 TOTAL \$ 21,648.75

PAVEMENT ALTERNATE 2

| # | ITEM | UNIT | QUANTITY | UNIT COST | COST |
|----------|---|-------|----------|-----------|---------|
| 25000100 | SEEDING, CLASS 1 | ACRE | 0.15 | 10000- | 1500- |
| 25100630 | EROSION CONTROL BLANKET | SQ YD | 728 | 3- | 2184- |
| 44000100 | FULL DEPTH PAVEMENT REMOVAL | SQ YD | 1673 | 7- | 11711- |
| SP-6 | STORM SEWER REMOVAL (8" PVC) | FOOT | 100 | 20- | 2200- |
| SP-8 | DRAINAGE STRUCTURES TO BE REMOVED | EACH | 1 | 500- | 500- |
| SP-11 | STORM SEWERS (PVC, 8") | FOOT | 110 | 31- | 3410- |
| 40603335 | HOT MIX ASPHALT SURFACE COURSE, MIX C, N50 | TON | 200 | 74- | 14800- |
| 40603080 | HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50 | TON | 400 | 68- | 27200- |
| 35102400 | AGGREGATE BASE COURSE TYPE B, 9" | SQ YD | 1673 | 10- | 16730- |
| 20200100 | EARTH EXCAVATION | CU YD | 100 | 29- | 2900- |
| SP-17 | PREPARTION OF AGGREGATE BASE | SQ YD | 1673 | 1.50 | 2509.50 |
| SP-18 | MANHOLE TO BE ADJUSTED | EACH | 1 | 300- | 300- |
| SP-19 | MODULAR BLOCK RETAINING WALL | SQ FT | 775 | 32- | 24800- |

PAVEMENT ALTERNATE 2 TOTAL \$ 110,744.50

PAVEMENT ALTERNATE 3

| # | ITEM | UNIT | QUANTITY | UNIT COST | COST |
|----------|---|-------|----------|-----------|---------|
| 25000100 | SEEDING, CLASS 1 | ACRE | 0.15 | 10000- | 1500- |
| 25100630 | EROSION CONTROL BLANKET | SQ YD | 728 | 3- | 2184- |
| 44000100 | FULL DEPTH PAVEMENT REMOVAL | SQ YD | 1155 | 8- | 9240- |
| 40603335 | HOT MIX ASPHALT SURFACE COURSE, MIX C, N50 | TON | 141 | 80- | 11280- |
| 40603080 | HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50 | TON | 282 | 74- | 20868- |
| 35102400 | AGGREGATE BASE COURSE TYPE B, 9" | SQ YD | 1155 | 11- | 12705- |
| 20200100 | EARTH EXCAVATION | CU YD | 25 | 40- | 1000- |
| SP-17 | PREPARTION OF AGGREGATE BASE | SQ YD | 1047 | 2.50 | 2617.50 |
| SP-18 | MANHOLE TO BE ADJUSTED | EACH | 1 | 300- | 300- |
| SP-19 | MODULAR BLOCK RETAINING WALL | SQ FT | 250 | 35- | 8750- |

PAVEMENT ALTERNATE 3 TOTAL \$ 70,444.50

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to WISCONSIN AND JAMES
STORMWATER IMPROVEMENT Bidder
(Name of Project)

Austin Tyler Construction, LLC
(Name of Bidder)

hereby certifies the following:

1. Bidder is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Bidder certifies that Bidder and any subcontractors working on the project are aware that filing false payroll records is a Class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder 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. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

BIDDER'S CERTIFICATION (page 2 of 3)

BY: Gary S. Schumal
Bidder's Authorized Agent

2 0 - 3 8 9 3 5 6 1

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 17th day of July, 2012



(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Bidder is a corporation organized and existing under the laws of the State of _____, which operates under the Legal name of _____, and the full names of its Officers are as follows:

President: _____

Secretary: _____

Treasurer: _____

and 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 to execute the offer for the corporation.)

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

Gary S. Schumal

Gary S. Schumal

Ronald A. Plunk

Ronald A. Plunk

22941 S. ALTHEA Ct.

2805 S. CHICAGO St.

MINOOKA IL 60447

JOLIET, IL 60436

BIDDER'S CERTIFICATION (page 3 of 3)

Austin Tyler Construction, LLC

The partnership does business under the legal name of: _____
which name is registered with the office of Austin Tyler Construction, LLC in the state of
ILLINOIS.

(c) Sole Proprietor

The Bidder is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of
_____.

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

INSURER'S NAME: Acuity
AGENT: COTTINGHAM & BUTLER
Street Address: 1770 PARK ST.
City, State, Zip Code: NAPERVILLE, ILLINOIS
Telephone Number: (630) 420-3400

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Austin Tyler Construction, LLC

Print Name of Company: _____

Gary S. Schumal

Operating Manager

Print Name and Title of Authorizing Signature: _____

Signature: Gary S. Schumal

Date: 7/18/12

MUNICIPAL REFERENCE LIST

Municipality: City of Joliet
Address: 921 WASHINGTON ST.
Contact Name: JIM EGGAN Phone #: (815) 724-4200
Name of Project: Joliet St. STREET SCAPE
Contract Value: \$ 2,207,000 Date of Completion: 2007

Municipality: I. D. O. T.
Address: 201 WEST CENTER Ct.
Contact Name: MIKE WATER Phone #: (847) 705-4300
Name of Project: VARIOUS RESURFACING / ROAD CONSTRUCTION
Contract Value: \$ 40,225,000 Date of Completion: 2009 - 2011

Municipality: VILLAGE OF MOKENA
Address: 11004 CARPENTER ST.
Contact Name: MIKE DOUGLAS Phone #: (708) 534-8667
Name of Project: TOWNLINE ROAD IMPROVEMENTS
Contract Value: \$ 990,000 Date of Completion: 2008

Municipality: WILL COUNTY HEALTH DEPT.
Address: Joliet, ILLINOIS
Contact Name: BILL GRENCHIK Phone #: (815) 735-7336
Name of Project: RIDGEWOOD PHASE 3-5
Contract Value: \$ 3,257,000 Date of Completion: 2010-2011

Municipality: CITY OF Joliet
Address: 921 WASHINGTON ST., Joliet, ILLINOIS
Contact Name: JIM EGGAN Phone #: (815) 724-4200
Name of Project: BLACK ROAD FM CONTRACT 2 & 3
Contract Value: \$ 5,450,000.00 Date of Completion: 2011, 2012

SUBCONTRACTORS LIST

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

1) TBD Type of Work LANDSCAPING

Addr: _____ City _____ State _____ Zip _____

2) TBD Type of Work TRUSS REMOVAL

Addr: _____ City _____ State _____ Zip _____

3) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Austin Tyler Construction, LLC
ADDRESS: 23343 S Ridge Road
Elwood, IL 60421
CITY: _____
STATE: _____
ZIP: _____
PHONE: (815) 726-1090 FAX: (815) 726-1171
TAX ID #(TIN): 20-3893561

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- | | |
|----------------------|---|
| Individual | Limited Liability Company -Individual/Sole Proprietor |
| Sole Proprietor | Limited Liability Company-Partnership |
| <u>Partnership</u> | Limited Liability Company-Corporation |
| Medical | Corporation |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: Hay S. Schmal DATE: 7/18/12

Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Austin Tyler Construction, LLC

Name of Bidder: _____

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The Bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Bidder is a participant and that will be performed with the Bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the Bid.**

LABORERS LOCAL 75 ILO17-0602

OPERATORS LOCAL 150 IL008780173

CEMENT FINISHERS - IL004890005

The requirements of this certification and disclosure are a material part of the Contract, and the Contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Gary S. Schumal

Operating Manager

Print Name and Title of Authorizing Signature: _____

Signature: Gary S. Schumal

Date: 7/18/12

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature Ray J. Schumel
Austin Tyler Construction, LLC
Company Name _____
Title Operating Manager
Date 7/18/12

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____
Company Name _____
Title _____
Date _____

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S./Canadian Free Trade Agreement does not supersede the Buy America requirement.

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

Austin Tyler Construction, LLC

Company Name: _____

Address: 23343 S Ridge Road
Elwood, IL 60421

City: _____ Zip Code: _____

Telephone: (815) 726-1090 Fax Number: (815) 726-1171

E-mail Address: jyoung@Austin-Tyler.com

Authorized Company Signature: Gary S. Schumal

Print Signature Name: Gary S. Schumal Title of Official: Operating Manager

Date: 7/18/12

Village of Downers Grove

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

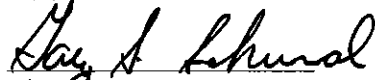
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

Gary S. Schumal

Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

BID SUBMITTAL CHECKLIST

Each Bidder's Bid Package must be submitted with all requisite forms properly completed, and all documentation included. The following list is not all-inclusive, but is designed to facilitate a good, competitive bidding environment.

1. Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2. Cover sheet filled-in
3. Bid Form copies filled-in. All copies must have original signatures and seals on them.
4. Bid Bond or cashier's check enclosed with bid package.
5. Schedule of Prices completed. Check your math!
6. Bidder Certifications signed and sealed.
7. Letter from Surety ensuring issuance of Performance and Labor Bonds.
8. Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9. Municipal Reference List completed.
10. Vendor request form W-9 completed.
11. Affidavit (IDOT Form BC-57, or similar). *24 HRS AFTER LOW BID*
12. Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.

BID BOND

Conforms with the American Institute of Architects
A.I.A. Document No. A-310

THE GRAY SURETY OFFICE

2750 Lake Villa Drive Phone: (504) 780-7440
Suite 300 Fax: (504) 780-9211
Metairie, LA 70002

KNOW ALL MEN BY THESE PRESENTS:

That Austin Tyler Construction, LLC
(Name of Principal)

of 23343 S. Ridge Road, Elwood, IL 60421
(Address of Principal)

hereinafter called the Principal, and The Gray Casualty & Surety Company X The Gray Insurance Company
of Metairie, Louisiana, a corporation duly organized under the laws of the State of Louisiana, as Surety, hereinafter called Surety, are
held and firmly bound unto Village of Downers Grove
(Name of Obligee)

as Obligee, hereinafter called Obligee, in the sum of 5% of bid amount
Dollars \$ _____, for the payment of which sum and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a bid _____ Wisconsin & Janes Stormwater Improvements
(Job Number) (Full Name of Job)
Wisconsin & Janes, Downers Grove, Illinois
(Location of Job)

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

Signed this 17th DAY of July A. D. 2012

Austin Tyler Construction, LLC SEAL
(Principal)
By: Gay S. Schwal
(Signature & Title) Operating Manager

[Signature]
(Witness)

The Gray Insurance Company SEAL
(Surety)
By: Anne E. Re
(Attorney-in-Fact) Anne E. Re'

[Signature]
(Witness)

The Gray Surety Office

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **L. Mark Spangler, Tamara McGeever, and Anne E. Re of Naperville, IL jointly or severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

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

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 5th day of January, 2012.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 5th day of January, 2012, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this

17th day of *July*, 2012

Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company



VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: WISCONSIN AND JANES STORMWATER IMPROVEMENTS

PROPOSAL/BID NUMBER: SW-062-12

PROPOSAL/BID OPENING: JULY 18, 2012

ADDENDUM NO.: 1

PROPOSER/BIDDER: AUSTIN TYLER CONSTRUCTION, LLC

ADDRESS: 23343 S. RIDGE RD, ELWOOD, IL 60421

RECEIVED BY: JEFF YOUNG
(NAME)

[Signature]
(SIGNATURE)

DATE: 7/13/12



Cottingham & Butler

C&B Insurance | SISCO | HealthCorp | Safety Management

Established 1887

John E. Butler, CPCU
David O. Becker
Dean F. Fair, CPCU, ARM
John J. Ottavi, CPCU
Christopher D. Patrick, CPCU, ARM
Joseph L. Broderick, AIC
Mark K. Fitzjerrells, CPCU, ARM, AU, ARE
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L. Mark Spangler

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Tammy A. McClain, HIA
Rebecca J. Miller, AAI, API, AIS
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Richard A. Sigwarth, CEBS, CQM
Kevin E. Smith, CIC, AAI
Sandy K. Stelken
Daniel P. Unmacht, AIC, AIM
Jamie L. Vaassen, AU
John B. Van Dyke
Scott A. Voellinger
Christopher R. Vogel, CIC, AAI

www.cb-sisco.com

July 17, 2012

Village of Downers Grove
5101 Walnut
Downers Grove, IL

RE: Austin Tyler Construction, LLC

Projects: Elm Street Storm Sewer Improvements
Wisconsin & Janes Stormwater Improvements

To Whom It May Concern:

This letter is to confirm that Cottingham & Butler on behalf of Acuity Insurance Mutual will provide the required insurance coverage for the above referenced projects.

Please contact me with any questions.

Sincerely,

[Handwritten signature of Anne E. Re']

Anne E. Re'

Account Administrator
Cottingham & Butler
630-420-3400, ext. 105
Are@cottinghambutler.com



C&B INSURANCE
800 Main Street
P.O. Box 28
Dubuque, IA 52004-0028
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(800) 793-5235
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Facs (563) 587-5200

SISCO (BENEFITS)
800 Main Street
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Dubuque, IA 52004-0389
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(800) 457-4726
Facs (563) 587-5500

SAFETY MANAGEMENT
800 Main Street
P.O. Box 28
Dubuque, IA 52004-0028
(563) 587-5000
(800) 793-5235
Facs (563) 587-5514



THE GRAY INSURANCE COMPANY - THE GRAY CASUALTY & SURETY COMPANY

Telephone 630-428-9370
Facsimile 630-428-9380

24024 Brancaster Dr.
Naperville, IL 60564

July 17, 2012

Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515

RE: Austin Tyler Construction, LLC
Wisconsin & Janes Stormwater Improvements – Downers Grove

To Whom It May Concern:

We are pleased to confirm our surety relationship with Austin Tyler Construction, LLC. Should Austin Tyler be the low bidder on the captioned project we will provide performance and payment bonds on the project subject to the following:

Final approval of any performance and payment bond is subject to a complete review and acceptance of the terms and conditions of the contract, bond forms, and maintenance terms.

We consider Austin Tyler Construction, LLC a valued bond client and we value our continued relationship. Please feel free to contact me with any questions you may have regarding our relationship with our client.

Sincerely,

A handwritten signature in black ink that reads 'John M. Davis'.

John M. Davis
Regional Manager
THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

2012-2016 Capital Project Sheet

Project # **SW-062**

Project Description

Watershed Improvements, Wisconsin and Janes

Project summary, justification and alignment to Strategic Plan

The commercial property at 2400 Wisconsin has experienced structural flooding when the intersection of Wisconsin and Janes overflows to the north. This intersection has a tributary area of roughly 145 acres, with minimal stormwater detention. Increasing the size of the storm sewers in this area, in conjunction with additional detention storage, would alleviate the structural flooding at 2400 Wisconsin, as well as the parking lot flooding at 2301 Curtiss.

| Cost Summary | New | Maintenance | Replacement | FY 2012 | FY 2013 | FY 2014 | FY 2015 | FY 2016 | Future Years | TOTAL |
|---------------------|-----|-------------|-------------|---------|---------|---------|---------|---------|--------------|---------|
| | | | | | | | | | | |
| Land Acquisition | | | | | | | | | | - |
| Infrastructure | X | | | 300,000 | | | | | | 300,000 |
| Building | | | | | | | | | | - |
| Machinery/Equipment | | | | | | | | | | - |
| Other/Miscellaneous | | | | | | | | | | - |
| TOTAL COST | | | | 350,000 | - | - | - | - | - | 350,000 |

| Funding Source(s) | FY 2012 | FY 2013 | FY 2014 | FY 2015 | FY 2016 | Future Yrs | TOTAL |
|------------------------------|---------|---------|---------|---------|---------|------------|---------|
| 243-Stormwater Fund | 350,000 | | | | | | 350,000 |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| TOTAL FUNDING SOURCES | 350,000 | - | - | - | - | - | 350,000 |

Project status and completed work

Grants (funded or applied for) related to the project.

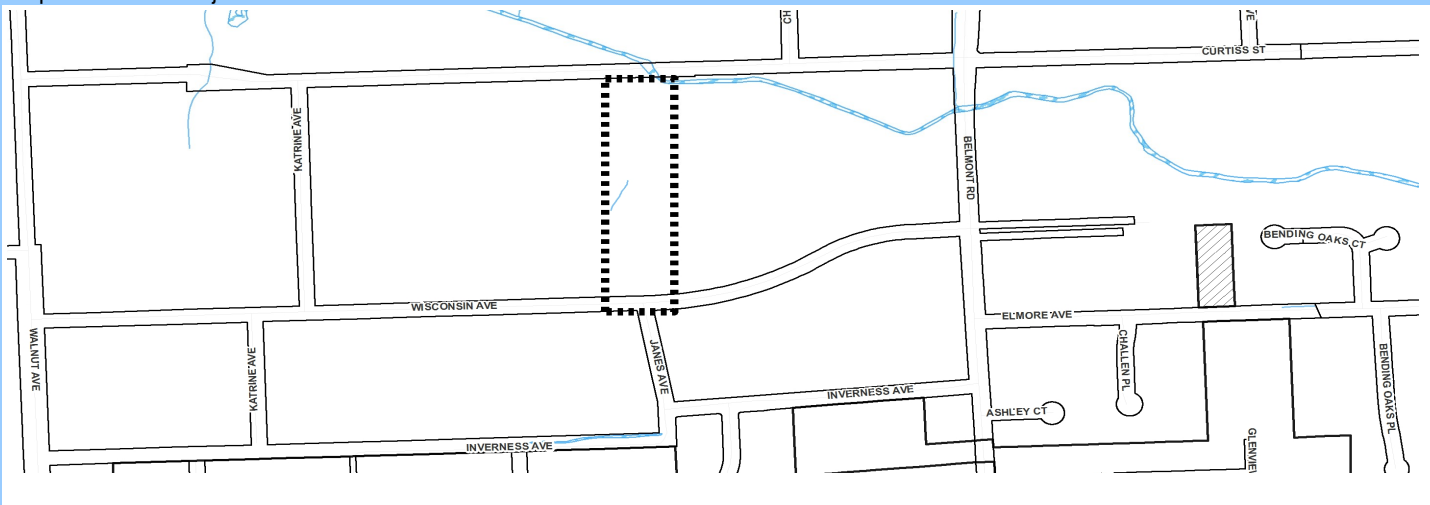
Preliminary design was performed in 2011. Construction options will be evaluated with the property owners involved. Project may move forward with construction in 2012 if an agreement can be reached.

None.

| Impact-annual operating expenses | FY 2012 | FY 2013 | FY 2014 | FY 2015 | FY 2016 | Future Yrs | TOTAL |
|-------------------------------------|---------|---------|---------|---------|---------|------------|-------|
| Projected Operating Expense Impact: | | | | | | | - |

Impact on the operating budget will be determined after the project is designed.

Map/Pictures of Project



Priority Score **A**

Project Manager:

Andy Sikich

Program: **347**

Department:

Public Works