

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**6/6/2017**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Award of Contract for 2017 Water Main Improvements Contract B, IEPA17BB	Nan Newlon Director of Public Works

**SYNOPSIS**

A motion is requested to award a contract for the 2017 Water Main Improvements Contract B to Swallow Construction Corporation of Downers Grove, Illinois in the amount of \$764,660.25.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2015-2017 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY17 budget includes \$800,000 in the Water Fund (Page 4-35, Line 21) for this project. Funding is provided by a low interest Illinois Environmental Protection Agency (IEPA) loan.

**UPDATE & RECOMMENDATION**

This item was discussed at the May 16, 2017 Village Council meeting. At the meeting, Commissioner Hose inquired about the use of a Plumbing Inspector for the B-Box connection. Please see Plumber Inspection attachment for more information.

Staff recommends approval at the June 6, 2017 Village Council meeting.

**BACKGROUND**

The project consists of the installation of approximately 1,865 LF of 8" water main, replacement of approximately 33 residential water services, asphalt patching, street resurfacing, PCC sidewalk and driveway removal and replacement, and parkway restoration at the following locations:

- Gierz Street – Fairview Avenue to Florence Avenue
- Stonewall Avenue – 62<sup>nd</sup> Street to 63<sup>rd</sup> Street
- Maple Avenue – Carpenter Street to Lane Place

A Call for Bids (CFB) was issued and published in accordance with the Village's Purchasing Policy and the IEPA. Ten bids were received by the due date of April 14, 2017. A synopsis of the bids is as follows:

<b>Contractor</b>	<b>Base Bid</b>	
Swallow Construction Corporation	\$764,660.25	Low Bid
J. Congdon Sewer Service, Inc.	\$777,777.77	

ALamp Concrete Contractors, Inc.	\$779,562.78	
Patnick Construction, Inc.	\$785,619.50	
Trine Construction Corporation	\$840,025.05	
Superior Excavating Company	\$916,411.50	
Austin Tyler Construction, Inc.	\$952,086.00	
RA Mancini, Inc.	\$1,061,112.25	
Aqua Corporation	\$1,167,700.00	
Construction by Camco, Inc.	\$1,208,890.34	

Swallow Construction Corporation has completed similar projects for various local municipalities, including underground utilities for the City of Aurora and Village of Glen Ellyn. Swallow Construction has also successfully completed the Village's 2014 & 2015 Watermain Improvements contracts. Staff recommends award of this contract to Swallow Construction Corporation.

#### **ATTACHMENTS**

Contract

Contractor Evaluation

Licensed Plumber information

VILLAGE OF DOWNERS GROVE  
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: June 6, 2017  
(Name)

RECOMMENDATION FROM: \_\_\_\_\_ FILE REF: SW-080  
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize execution of the 2017 Water Main Improvements Contract B to Swallow Construction Corporation in the amount of \$764,660.25.



SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of the 2017 Water Main Improvements Contract B to Swallow Construction Corporation in the amount of \$764,660.25.

RECORD OF ACTION TAKEN:

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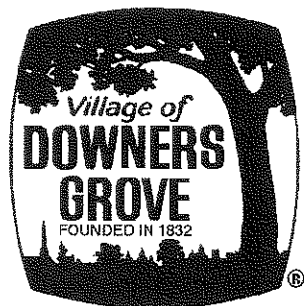


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## Village of Downers Grove

**CALL FOR BIDS – FIXED WORKS PROJECT**

- I. Name of Company Bidding: Swallow Construction Corporation
- II. Instructions and Specifications:
- A. Bid No.: IEPA17B
  - B. For: 2017 WATER MAIN IMPROVEMENTS CONTRACT B
  - C. Bid Opening Date/Time: FRIDAY, APRIL 14, 2017 @ 10:30AM
  - D. Pre-Bid Conference Date/Time: TUESDAY, MARCH 21, 2017 @ 10:00AM (MANDATORY)
  - E. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVE., DOWNERS GROVE, IL 60515
  - F. CONTRACT DOCUMENTS FOR PICKUP AT THE PUBLIC WORKS BUILDING, 5101 WALNUT AVE, 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: MONDAY, MARCH 13, 2017

This document comprises 178 pages

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

SCOTT A. VASKO, PE  
STAFF ENGINEER  
VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-6804  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

## Village of Downers Grove

**CALL FOR BIDS – FIXED WORKS PROJECT****Bid No.: IEPA17B**

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

Any contract or contracts awarded under this Call for Bids are expected to be funded in part by a loan from the Illinois Environmental Protection Agency (Illinois EPA). Neither the State of Illinois nor any of its departments, agencies, or employees is or will be a party to this Call for Bids or any resulting contract. The procurement will be subject to regulations contained in the Procedures for Issuing Loans from the Public Water Supply Loan Program (35IAC Part 662), the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the United States Department of Labor, the Employment of Illinois Workers on Public Works Act (30 ILCS 570), and the "Use of American Iron and Steel" requirements as contained in Section 436 of H.R. 3547, The Consolidated Appropriations Act, 2014. This procurement is also subject to the loan recipient's policy regarding the increased use of disadvantaged business enterprises. The loan recipient's policy requires all bidders to undertake specified affirmative efforts at least sixteen (16) days prior to bid opening. The policy is contained in the specifications. Bidders are also required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4.

Any federal or state laws, guidelines or requirements shall supercede any conflicting Village ordinances, guidelines or requirements.

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.**

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**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:  
**FRIDAY, APRIL 14, 2017 @ 10:30AM.**
  - 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: Scott A. Vasko, PE, 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 Bid. Telephone, e-mail 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.

## Village of Downers Grove

- 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 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.

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- 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 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, 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 "Mandatory" 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.

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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 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.

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**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 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**

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- 10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that low, responsive, 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 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.

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**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 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.

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**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. Any work, including the starting and/or idling of vehicles or machinery, or a congregation of workers prior to starting work, which may cause any noise level that can be heard by adjacent residents, performed outside of these hours of work and not authorized by the Village shall be subject to a fine of \$250 per day, per violation.

**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 INCLUDED IN THE TOTAL COST, 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:

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- 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 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. Sec. 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. Sec. 12101 et. seq.
- 25.3 The Contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- 25.4 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission the notice to labor unions or other organizations of workers of nondiscrimination in employment located at the end of the Bid & Contract Forms.

**26. SEXUAL HARASSMENT POLICY**

- 26.1 The bidder, 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 bidder'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

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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 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

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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.

27.2 Bidders shall comply with the President's Executive Order No. 11246, as amended. The requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4 included at the end of the Bid & Contract Forms.

**28. DRUG FREE WORK PLACE**

28.1 Bidder, 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.

(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 employee's 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 11.1 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 paragraph 11.1 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.

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**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 shall pay prevailing wages in accordance with the Davis-Bacon Act (40 USC 276a through 276a-5) as defined by the U.S. Department of Labor. More information and guidance on the Davis-Bacon Wage Rate requirements is available on the IEPA web site at:

<http://www.epa.state.il.us/water/forms.html#financial-assistance>.

30.2 Contractor certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this Call for Bids and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in this Call for Bids as follows:

## (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)1(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site,

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[www.wdol.gov](http://www.wdol.gov).

(ii)(A) The sub recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub recipient to IEPA. IEPA will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and will so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the

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applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient shall upon written request of the USEPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from IEPA. Such documentation shall be available on request of IEPA or USEPA. As to each payroll copy received, the sub recipient shall provide written confirmation indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying

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number for each employee (e.g., the last four digits of the employee's social security number). Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient for transmission to IEPA or USEPA, if requested, for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete.

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of optional Form WH-347, available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site, shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or IEPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.

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Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

(i) Apprentices. Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the

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trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipients, IEPA, USEPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR

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## 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

- 30.3 Davis-Bacon Wage Rates are included at the end of the Terms & Conditions.
- 30.4 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records 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 five (5) years from the date of the last payment on the public work.
- 30.5 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.
- 30.6 All contractors and subcontractors shall submit certified payroll records as described above to the Village no later than the tenth (10<sup>th</sup>) 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 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.
- 30.7 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.
- 30.8 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

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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, 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
		<b><i>(Applicable on a Per Project Basis)</i></b>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section.9 below)	\$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.

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- 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 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

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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.
- 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 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

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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.
- 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, Accounts Payable, 801 Burlington, 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).

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- 40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.
- 41. AMERICAN IRON AND STEEL REQUIREMENTS**
- 41.1 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed American Iron and Steel Products Certificate, attached hereto.
- 41.2 Contractor shall comply with the American Iron and Steel (AIS) requirements of the Consolidated Appropriations Act of 2014 (Public Law 113-76). Contractor shall submit, with each shop drawing, step certification that regulated iron and steel products meet AIS requirements. An example is located at the end of the Bid & Contract Form.
- 41.3 The Consolidated Appropriations Act of 2014 (Public Law 113-76) does grant the possibility of a De Minimis waiver if certain conditions are met. The De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014 Decision Memorandum issued April 15, 2014 is located at the end of the Bid & Contract Form.
- 42. CAMPAIGN DISCLOSURE**
- 42.1 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.
- 42.2 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.
- 42.3 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.
- 42.4 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.
- 43. GUARANTEE PERIOD**
- 43.1 The Contractor shall guarantee all work and provide a maintenance bond for the full amount of the contract, covering a minimum period of one (1) year after approval and acceptance of the Work. The bond 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 guarantee periods are required, they will be noted in the Special Provisions for this project.
- 44. SUCCESSORS AND ASSIGNS**
- 44.1 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

## Village of Downers Grove

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.

**45. WAIVER OF BREACH OF CONTRACT**

45.1 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.

**46. CHANGE ORDERS**

46.1 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.

46.2 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)

46.3 For each change order the Contractor shall submit to the Village for review sufficient cost and pricing data to enable the Village to ascertain the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed. The Village will submit change orders to the Illinois Environmental Protection Agency for approval using the change order form, attached hereto.

**47. AUDIT; ACCESS TO RECORDS:**

47.1 The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under subsection (c) above, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the Village. The Auditor General, the Village, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.

47.2 This contract is a formally advertised, competitively awarded, fixed price contract, the Contractor agrees to include access to records as specified in subsection (d)(1)(A) above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000 that affect the contract price. In the case of all other prime contracts, the Contractor also agrees to include access to records as specified above in all his or her contracts and all tier subcontracts or change orders in excess of \$25,000 that are directly related to project performance.

47.3 Audits shall be consistent in accordance with auditing standards generally accepted in the United States of America.

47.4 The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection (d)(1)(A) above. Where the audit concerns the Contractor, the auditing agency

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will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

- 47.5 The records required by subsection (d)(1)(A) above shall be maintained and made available during performance of the work under the loan agreement and for three years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after resolution of the dispute, appeal, litigation, claim or exception.
- 47.6 The right of access will generally be exercised with respect to financial records under:
- i) Negotiated prime contracts;
  - ii) Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
  - iii) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- 47.7 The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- i) With respect to records pertaining directly to contract performance, excluding any financial records of the Contractor; and
  - ii) If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

**48. COVENANT AGAINST CONTINGENT FEES**

- 48.1 The Contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Village shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**49. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS.**

- 49.1 The Contractor shall provide evidence, including, but not limited to, a copy of the advertisement or advertisements and the record of negotiation, that the Contractor has taken affirmative steps in accordance with 40 CFR, Part 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction and services consistent with the provisions of the Agency's Operating Agreement with USEPA.
- 49.2 Contractor shall reference the Specifications for Disadvantaged Business Enterprise Participation located at the end of the Bid & Contract Forms.

**50. DEBARMENT AND SUSPENSION PROVISIONS**

- 50.1 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, the "Certificate Regarding Debarment, Suspension and Other Responsibility Matters" (EPA Form 5700-

## Village of Downers Grove

49) showing compliance with federal Executive Order 12549 (Appendix A, Exhibit C), located at the end of the Bid & Contract Forms.

**51. NON-SEGREGATED FACILITIES PROVISIONS**

51.1 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, the certification of non-segregated facilities as prescribed by 18 USC 1001, located at the end of the Bid & Contract Forms.

**52. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS**

52.1 The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by the prime contractor shall comply with:

- 1) All provisions of federal, State and local law;
- 2) All provisions of this Part 662 with respect to fraud and other unlawful or corrupt practices;
- 3) All provisions of this Part 662 with respect to access to facilities, records and audit of records; and
- 4) All provisions of subsection (d)(5) that require a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order 12549 (Appendix A, Exhibit C).

**53. CONTRACTOR BANKRUPTCY**

53.1 In the event of a Contractor bankruptcy, the loan recipient shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company, including any proposed settlement. The Agency may participate in those negotiations and will advise the loan recipient of the impact of any proposed settlement to the loan agreement. The loan recipient shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

**54. REMEDIES**

54.1 All claims, counter-claims, disputes and other matters in question between the loan applicant and the Contractor arising out of, or relating to a sub-agreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the State.

**55. ACCESS**

55.1 Every contract entered into by the loan recipient for construction work, and every sub-agreement, shall provide the Agency representatives with access to the work. The Contractor or subcontractor shall provide facilities for such access and inspection. The contract or sub-agreement shall also provide that the Agency or any authorized representative shall have access to any books, documents, papers and records that are pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

**56. SEVERABILITY OF INVALID PROVISIONS**

56.1 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.

**57. GOVERNING LAW**

57.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois.

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Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

**58. NOTICE**

- 58.1 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.

**59. AMENDMENT**

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

**60. COOPERATION WITH FOIA COMPLIANCE**

- 60.1 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.

**61. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT**

- 61.1 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.

**62. BIDDER CERTIFICATION**

- 62.1 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, the certification of compliance with Article 33E to the "Criminal Code of 1961", located at the end of the Bid & Contract Forms.

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**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, Seventh Edition, 2014 (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, 2016; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2017; and
- 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised January, 2017.
- 1.1.4 Standard Detail Drawings, Village of Downers Grove, Illinois revised May, 2014.
- 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 Standard Specifications 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

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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 outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions regulations of the Occupation Safety and Health Administration and (OSHA) 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.
  - 3.1.1.4 The Contractor shall, prior to performing any work, request information from the Village regarding any existing confined spaces owned by the Village that may be entered in the course of the work, and shall obtain all required confined space entry permits prior to entering any confined spaces. Contractor shall follow all current laws and regulations with regard to confined space entry. Contractor shall maintain and, upon request, provide full documentation of compliance with the appropriate confined space permits for each separate confined space entered on the project.
- 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 his 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

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- 4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:
- 4.1.1 The Contractor shall schedule his work such that all improvements shall be complete by **September 29, 2017**. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.
- 4.1.2 The total duration of disturbance for work related to means of public egress through the project site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed ten (10) calendar days. The Contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.
- 4.1.3 The contractor shall also make special note of the following work schedule requirements:
- 4.1.3.1.1 **The contractor is required to complete all work on Maple Avenue between Carpenter Street and Lane Place by July 14, 2017. All work includes all paving and parkway restoration.**
- 4.1.3.1.2 **The contractor is required to complete all work on Stonewall Avenue between 62<sup>nd</sup> Street and 63<sup>rd</sup> Street between June 12, 2017 and August 18, 2017. All work includes all paving and parkway restoration.**
- 4.1.4 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1, 4.1.2 or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.
- 4.1.5 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.
- 4.1.6 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 and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

## 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 34 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

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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.

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**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.

**SP-1: SCOPE OF WORK**

This project shall consist of the installation of approximately 1,865 LF of 8" DIP, installation of 33 residential water services, asphalt patching, PCC sidewalk and driveway apron removal and replacement, parkway restoration.

**SP-2: 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.

No more than three hundred linear feet (300 LF) of pavement may be open-cut and closed to use by the motoring public, and access to **all** individual drives within the current work zone must be restored at the end of each workday, unless a Village-approved phasing plan shows otherwise.

The awarded Contractor shall schedule his work such that all improvements shall be installed by **September 29, 2017**. Failure to complete the work on time will result in assessment of liquidated damages in accordance with the applicable sections of Article 108.09 of the Standard Specifications.

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.

**SP-3: QUALIFICATIONS OF BIDDER**

In addition to those requirements set forth in Section 10.1 above, in order to be considered a responsible bidder, the bidder must have particular expertise in having successfully constructed projects of a similar size and scope, specifically including commercial/residential neighborhood street and utility removal and reconstruction. The Bidder must submit the following information for itself and for each Sub-Contractor which is proposed for earthwork, paving or underground utility work:

- a. Similar Project Experience

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- i. Bidder must provide detailed information regarding past similar projects performed by the submitting firm within the past five (5) years.
  - ii. Bidder must submit a list of references of previous projects identifying the location of the work, the dollar value of the work, the owner or agency responsible for the work, and the name and phone number of the contact person.
- b. Proposed Project Team – the Bidder must identify the project manager and full-time onsite construction supervisor (can be the same person) on the Certification of Qualifications form. Bidder must also provide qualifications of the project manager and full-time onsite construction supervisor. The individuals proposed must be utilized for the duration of this project unless an alternate is approved in writing by the Village.
  - c. Bidder must completely fill out and submit the Certification of Qualifications form with the Bid.

**SP-4: PRECONSTRUCTION VIDEOTAPING**

This work shall consist of furnishing all materials and labor required to perform a videotape survey of the construction limits, adjacent right-of-way, and adjacent structures bordering the work. This shall include, but not be limited to, existing buildings, garages, pavements, curb and gutter, sidewalks, fences, trees and landscaping. Two (2) copies of the videotape shall be furnished to the Village in DVD format. Videotaping shall be performed by a reputable company meeting the approval of the Village, in the presence of a representative of the Village, and shall be performed prior to the commencement of construction. The videotape survey shall serve as a basis for establishing damage that has occurred as a result of construction operations.

**Basis of Payment:** This work will be paid for at the contract **LUMP SUM** price for **PRECONSTRUCTION VIDEOTAPING**, which price shall be payment in full for the work as specified herein.

**SP-5: 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 Village at the completion of the Project. All notes shall be neat, orderly and in an accepted format.

Prior to final payment and within 28 calendar days of substantial completion, as determined in section III.4.1.1,

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the Contractor shall provide the Village with record drawings showing the elevations of all constructed storm and sanitary sewer manholes, catch basins, inlets, clean-outs, and any other structures defined by the Engineer as part of the project, including all rim elevations, and invert elevations of all pipes. Rim elevation of all curb structures shall be taken at the flowline of the gutter. Significant changes to the design plans shall also be depicted. Red-lined plans or electronically-generated as-built plans are acceptable. Digital copies of as-built drawings must also be provided (TIF files or approved equal), along with two full-sized paper copies. All work related to generating the as-built drawings shall be supervised by a licensed Illinois Land Surveyor.

**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-6: TREE PROTECTION**

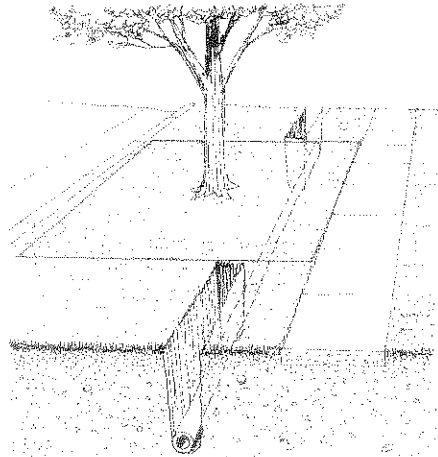
Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. The Village Forester shall 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.

Parkway <u>Tree diameter at 4.5'</u>	Width street to property <u>(min. curb to sidewalk)</u>	Length along street <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

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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, 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 one (1) foot or more 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, water main 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 fencing 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.

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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 1<sup>st</sup> offense; \$1,000 for the 2<sup>nd</sup> offense; \$2,500 for the 3<sup>rd</sup> 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 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 shall 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-7: ACCESS AND WATER SHUT-OFF NOTIFICATION**

If access to a driveway will be blocked, or water will be turned off, the Contractor shall give that resident or business proper written notification at least 24 hours in advance. The Contractor must provide them the opportunity to remove their cars from the drive or make other arrangements, and prepare for any shutdown of the water system. Samples of written notices shall be submitted to the Engineer for approval.

In addition, the Contractor shall be responsible for notifying the resident or business verbally on the morning of any driveway closure, to ensure awareness of the lack of access.

### **SP-8: TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS**

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.

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The Contractor shall ensure that the 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 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 **two sandbags per each barricade**. All street closures shall be protected by Type III barricades equipped with 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 holes during non-working hours and that all barricades have been removed from the pavement during non-working hours.

In the event that one direction of travel must be closed, the Contractor has the option of setting up a detour route or using flaggers (minimum of two). The Engineer shall approve proper signing and barricading of the detour route and lane closures, 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.

As the condition and location of the work changes, the Contractor shall maintain all traffic control devices 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 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 for 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 the public for the duration of the Project.

**SP-9: STREET SWEEPING**

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.

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**Basis of Payment:** This work will be paid for at the contract unit price per  **HOUR** for  **STREET SWEEPING**, which price shall be payment in full for the work as specified herein.

**SP-10: EROSION AND SEDIMENTATION CONTROL**

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 Standard Specifications, except as amended herein.

All downstream ditches shall be protected from erosion and sedimentation by the installation of silt fence or 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 Standard Specifications, except as amended herein.

**Silt Fence Removal.** Removal and disposal of silt fence immediately prior to final restoration work.

**Inlet Filter Baskets.** Installation, maintenance and removal (after final stabilization) of inlet filter baskets as depicted on the plans.

**Concrete Washout.** This shall be **INCIDENTAL** to the project and must follow all SWPPP requirements.

**Basis of Payment:** This work shall be considered **INCLUDED** in the cost of the project.

**SP-11: TEMPORARY BITUMINOUS PATCH**

This item shall be used at locations where storm sewer installation is not complete, but the trench must be patched due to weather, high vehicular traffic concentrations, or the direction of the Engineer. In these locations, three (3) inches of 'Asphalt Cold Patch', placed and compacted in one lift, shall be placed on the compacted CA-6 sub-base. This pavement shall be placed against a prepared saw-cut pavement. The surface of the finished patch shall be even with the existing finished pavement. Areas of pavement to be opened after November 15<sup>th</sup> shall be done so only with the approval of the Engineer. The maximum width paid for this item, shall be the maximum pavement replacement width permitted by the Standard Specifications for Water and Sewer Construction in Illinois, or as otherwise directed by the Engineer.

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**Basis of Payment:** This work shall be paid for at the contract unit price per TON for **TEMPORARY BITUMINOUS PATCH**, which price shall include all labor, material, and equipment necessary for furnishing, placing, maintaining, removing and disposing of the asphalt patching material surface used in the construction of temporary road surfaces. This item shall also include the maintenance of the temporary pavement.

**SP-12: SELECTED GRANULAR BACKFILL, CA-6**

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. 20-5.03 of the Water and Sewer Specs.

**Select Granular 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 20-3 through 20-4.05 of the Water and Sewer Specs. Specifically, all trenches and excavations other than those shown on the plans or designated by the Engineer to receive **SELECTED GRANULAR 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, **SELECTED GRANULAR BACKFILL, CA-6** 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 SELECTED GRANULAR BACKFILL, CA-6 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 SELECTED GRANULAR 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

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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 **SELECTED GRANULAR BACKFILL, CA-6**, which price shall be payment in full for the work as specified herein and as measured in place.

**SP-13: TEMPORARY SURFACE OVER TRENCH - AGGREGATE (CA-6), 6"**

This work shall consist of construction, maintenance, and removal of an aggregate surface course for temporary roads and approaches as specified in Section 107.09 of the SSRBC.

Aggregate surface shall be constructed in accordance with the applicable portions of Section 402 of the SSRBC, except that the equipment required for the work will be as directed by the Engineer.

Maintenance shall consist of placing and compacting additional aggregate of the same type and gradation as the surface aggregate.

Aggregate used for temporary access shall be of CA-6 gradation and shall meet the requirements of Section 1004.04 of SSRBC, except the use of crushed concrete and slag will not be allowed. The top portion of the temporary aggregate surface will be capped with four inches (4") of **bituminous grindings** to assist with dust control.

When the use of the aggregate for temporary roads and approaches is discontinued, the surface aggregate placed in its construction and maintenance shall be removed and either utilized in the permanent construction or otherwise disposed of as specified in Section 202.03.

**Basis of Payment:** This work shall be paid for at the contract unit price per **SQUARE YARD** for **TEMPORARY SURFACE OVER TRENCH – AGGREGATE (CA-6), 6"**, which price shall include all the labor, material, and equipment necessary for furnishing, placing, maintaining, removing and disposing of the aggregate surface or the bituminous patching material surface with aggregate sub-base, used in the construction of temporary road and drive approach surfaces. These items shall also include the maintenance of the temporary pavement.

**SP-14: EXPLORATORY TRENCH, SPECIAL**

This item shall consist of excavating an area for the purpose of locating existing utilities within the construction limits of the proposed improvement. This work shall be performed as directed by the Engineer. A nominal quantity of exploratory excavation has been included in the schedule of prices for the purpose of establishing a unit price for this item of work.

After the excavation has been inspected, it shall be backfilled as directed by the Engineer. If it is located in a paved area (existing or proposed), the excavation shall be backfilled with Trench Backfill as specified herein. Otherwise, the excavation shall be backfilled with excavated material compacted to the satisfaction of the Engineer. Any excess material shall be disposed of in accordance with Article 202.03 of the IDOT Standard Specifications.

*Trench Backfill will not be measured for payment.*

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This work will be paid for at the contract unit price per **CUBIC YARD** for **EXPLORATORY TRENCH, SPECIAL**, measured as specified, which price shall include excavation, backfill and legal disposal of excess material.

**SP-15: PARKWAY RESTORATION, SPECIAL**

This item shall be done in accordance with the applicable portions of Sec. 252 of the Standard Specifications and the following provisions.

As contract work progresses through the Village, parkway restoration work shall commence in a timely manner in areas where permanent placement of new curb and gutter, driveways, sidewalks, etc., has been completed. Under no circumstances shall the Contractor prolong final grading, shaping and sod placement so that the entire project can be permanently restored at the same time.

This work shall consist of the excavation, topsoiling and sodding of the entire parkway between the back of curb and the right-of-way and adjacent to all curbs, sidewalks and driveways removed and replaced during the course of construction or as directed by the Engineer. Restoration will also be performed on areas disturbed by storm sewer or culvert construction.

All topsoil to be used for parkway restoration shall be obtained from outside the limits of this improvement, transported to the site and placed at required locations to a minimum depth of 4". All materials shall meet the requirements of Art. 1081.05 of the Standard Specifications. All placement of topsoil shall meet the requirements of Sec. 211 of the Standard Specifications.

All sod shall meet the requirements of Art. 1081.03 of the Standard Specifications. All placement of sod shall meet the requirements of Sec. 252 of the Standard Specifications.

For that period prior to full parkway restoration, the Contractor shall backfill and grade all disturbed areas so as to insure the safety of the general public. Parkways shall be left in a safe, clean and usable condition conducive to foot traffic and to the satisfaction of the Village. The Contractor shall protect these unfinished areas against erosion and work to keep them weed free.

**Basis of Payment:** This work will be paid for at the contract unit price per **SQUARE YARD** for **PARKWAY RESTORATION, SPECIAL**, which price shall be payment in full for any excavation and grading necessary, the furnishing, transporting and placement of all topsoil and sod and the full watering of sod. Unless otherwise directed by the Engineer restoration of disturbed parkways outside the limits of improvement will not be paid for separately but shall be considered incidental to the contract.

Supplemental watering shall be paid for at the contract unit price per unit for **SUPPLEMENTAL WATERING**.

**SP-16: CLASS D PATCH, 6", SPECIAL**

**Description:** This work shall consist of pavement patching by methods and with materials in accordance with Sec. 442 of the Standard Specifications, except as amended herein.

The Contractor shall not use equipment of excessive size or weight that causes damage to existing pavement or appurtenances. Any damage done to the existing pavement or appurtenances that are to remain in place shall be repaired or removed and replaced by the contractor at his/her own expense, as directed by the Engineer.

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Pavement patching shall include the saw cutting of existing pavement, transportation and disposal of all pavement, sub-base and subgrade materials to depth not less than six inches (6") in accordance with Sections 202, 205 and 440 of the Standard Specifications where marked in the field by the Engineer. Pavement patches shall vary in area but minimum width shall be measured at four feet (4').

Where applicable the existing subbase shall be leveled and compacted. Where remaining base is existing HMA, PCC or brick, the bottom of each prepared hole shall be free of all loose material and a bituminous prime shall be applied to the bottom prior to replacement of HMA patches.

The hot-mix asphalt material shall conform to the requirements for Hot-Mix Asphalt Binder Course, IL-19.0, N50.

Paragraph 5 of Article 442.11 of the SSRBC is deleted and is replaced by: **No additional compensation will be made for repairing subbase damage or for material adhering to removed pavement.**

Add the following to Article 442.08 of the SSRBC.

**All Class D patches shall be 6" inches thick.**

**Method of Measurement:** Pavement removal and replacement shall be measured for payment in place and the area computed in square yards. Patches shall be classified as CL D, 6".

**Basis of Payment:** This work will be paid for at the contract unit price per TON for CLASS D PATCH, 6" SPECIAL, which price shall be payment in full for the work as specified herein.

**SP-17: AGGREGATE SHOULDERS, TYPE B, 4"**

**Description:** This item shall be done in accordance with Sec. 481 of the SSRBC and shall consist of the construction of approximate two (2) foot wide, four (4) inch deep shoulders or as directed by the Engineer in the area designated by the Engineer.

Unless otherwise directed by the Engineer, existing shoulders with elevations that are too high to accept the proposed aggregate shoulder shall be scraped or excavated as necessary prior to placement of new aggregate. This provision shall also apply to existing shoulders that contain too much vegetation or topsoil. Unnecessary damage or debris outside the designated shoulder area shall be removed and repaired and will not be paid for separately but shall be considered incidental to the cost of Aggregate Shoulders, Type B.

The contractor shall install the aggregate shoulders such that the surface of the shoulder shall be one eighth inch (1/8") below the line of the cross slope of the finished road surface as it extends through the shoulder. The contractor will be required to place a straight-edged tool on the finished surface of the road and extend it at least 2' beyond the edge of pavement to ensure the aggregate shoulder is not placed above the line created by the road cross-slope. Installation of the aggregate shoulder in this manner may require hand placement and compaction, of which all labor and material required shall be included in the unit price for this item.

**Basis of Payment:** This work will be paid for at the contract unit price per SQUARE YARD for AGGREGATE SHOULDERS, TYPE B, which price shall be payment in full for the work as specified herein.

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**SP-18: DRIVEWAYS**

This work shall consist of the installation of new HMA and PCC driveways at locations shown on the plans.

The driveways shall be constructed as shown in the details and as specified herein:

The subgrade shall be prepared at all locations, and the slopes adjacent to the driveways shall be shaped accordingly. The maximum grade for the side slopes shall not exceed 33 percent.

**PCC Driveways:** The base course shall consist of 6 inches of Type CA-6 aggregate base, measured after placement and compaction. The surface course shall consist of 6 inches of Class PV Portland Cement Concrete. The Driveway shall be placed by methods and materials outlined in Articles 423 and 1020.04 of the Standard Specifications.

All concrete work shall be properly cured utilizing the materials and methods outlined in Section 1022 of the Standard Specifications; except that Type II curing compound with red dye shall be used

**HMA Driveways:** The asphalt shall be placed upon a minimum of 6 inches of Type CA-6 aggregate base course, and shall consist of 3 inches of compacted HMA Surface Course. The asphalt shall also be placed by methods and materials outlined in Articles 406 and 1009 of the Standard Specifications.

**Basis of Payment:** This work will be paid for at the unit price per SQUARE YARD for P.C.C. DRIVEWAY PAVEMENT, SPECIAL, of the thickness specified, HOT- MIX ASPHALT DRIVEWAY PAVEMENT, SPECIAL, which price shall be payment in full for the work as specified herein.

All POROUS GRANULAR EMBANKMENT required to establish driveway elevations and sizes will not be paid for separately but shall be included in the cost of the driveway replacement.

**SP-19: DETECTABLE WARNINGS**

This work shall consist of the installation of new detectable warning material as shown in the plans. All detectable warnings shall be placed by methods and with materials in accordance with Article 424 and 424.09 of the SSRBC.

Each Detectable Warning shall consist of brick red 2' x 5' panels inserted into wet concrete. Detectable Warning shall be Access-File Cast-In-Place Replaceable or approved equivalent.

**Basis of Payment:** This work shall be paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNINGS, which price shall include all material, labor, and equipment necessary to complete this item.

**SP-20: COMBINATION CURB AND GUTTER**

This work shall consist of the placement of P.C.C. Curb or Curb and Gutter, of the type, size and location shown on the plans. All P.C.C. Curb and Gutter shall be placed by methods and materials as specified in Articles 606 and 1020 of the SSRBC, except as amended herein.

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Placement of P.C.C. Combination Curb and Gutter shall include the following:

- a) The use of Class SI Portland cement concrete, 6.05 cwt/cy mix, with 6% air entrainment, 3" slump;
- b) The saw cutting of 2 inch deep joints at not more than 15-foot intervals, within 24 hours after being placed;
- c) The placement of 2 dowel bars into the gutter portion of existing concrete curb, and at expansion joints, in accordance with the detail shown on the plans;
- d) The placement of 3/4 inch pre-molded expansion joint filler perpendicular to the centerline of the roadway for the full depth of the curb and gutter, where abutting existing concrete curb and gutter, at 10 feet either side of a utility structure, at construction joints at the ends of pours, at not more than 90 foot intervals;
- e) The proper curing of all concrete work utilizing the methods and materials outlined in Articles 424 and 1022.01 of the SSRBC (Type 2 membrane curing with red dye is preferred);
- f) The backfilling of all curb work with materials approved by the Engineer.

At locations shown on the plans or where directed by the Engineer the contractor will use High-early strength concrete. The desired concrete mix shall have a minimum compressive strength of 3,000 psi at 24 hours. Mix design shall be submitted to the Engineer for review and approval.

**Basis for Payment:** This work shall be paid for at the contract unit price per **FOOT** for **COMBINATION CONCRETE CURB AND GUTTER**, of the type specified, which price shall include all excavation, 4" aggregate base and for the work as specified herein.

### **SP-21: P.C.C. SIDEWALK, 5 INCH**

This work shall consist of installation of new 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.

Excavation for new sidewalk shall be performed with a Gradall. Operating a 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 and compaction of four inches (4") of Subbase Granular material, Type B, CA 6 with the methods and with materials in accordance with Section 311 and of Article 1004.04 of the SSRBC;
- c) The setup of form work such that the maximum running slope of the finished walk does not exceed 5 percent (1:20) or not to exceed the general grade established for the roadway, and the cross slope is not more than 2 percent (1:50).
- d) The placement of five inch (5") thick, Class SI Portland Cement Concrete, 5.65 cwt/cy mix, with 5-8% air entrainment, 2"-4" slump, and six inch (6") thickness through or in residential 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 1/2 inch thick premoulded expansion joints at 50 foot intervals on center, or abutting existing concrete sidewalk, or at the end of a pour;

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- g) The adjustment to proper grade of all utility structures encountered;
- h) For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.
- i) The replacement of all traffic control devices or parking meters removed;
- j) 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);
- k) The complete restoration of abutting asphalt driveways damaged as a result of installation, or where new sidewalk surface is more than ½ 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.
- l) Installation of ADA compliant ramps for curbed and non-curbed streets.

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, SPECIAL.

When sidewalks are closed to pedestrians a minimum of two barricades (one on either side of the work zone) shall be used.

**Basis for Payment:** This work shall be paid for at the contract unit price per **SQUARE FOOT** for **P.C.C. SIDEWALK SPECIAL, 5-INCH**, which price shall be payment in full for the work as specified herein.

**SP-22: SANITARY SERVICE RECONNECTION**

This work shall consist of the reconnection of existing sanitary services disturbed during the installation of the proposed water main. A service shall be considered whenever the water main passes less than eighteen inches above or any distance below the service.

The existing service pipe shall be cut one and one-half foot beyond the walls of the water main trench in a manner that provides a neat and smooth joint. The reconnection of the new and existing pipes shall be made with PVC pipe grade SDR 26, ASTM D2241, 160 psi pressure pipe, or better with push-on bell and spigot type with rubber ring seal gasket ASTM D3139. Non-shear couplings (couplings with stainless steel shear ring) shall be used to connect pipes of dissimilar material or size – FLEX-SEAL Adjustable Repair Couplings. The excavation shall be backfilled with **SELECTED GRANULAR BACKFILL** to a point one foot above the top of the sanitary service. Backfill shall be placed in lifts and firmly compacted such that no future settlement occurs. **NO RECONNECTION SHALL BE BACKFILLED UNTIL INSPECTED AND APPROVED BY A REPRESENTATIVE OF THE DOWNERS GROVE SANITARY DISTRICT. (630-969-0664)**

**Basis of Payment:** This work will be paid for at the contract unit price **EACH** for **SANITARY SERVICE RECONNECTION**, which price shall be payment in full for all work as specified herein, except that **SELECTED GRANULAR BACKFILL** used as Final Backfill as defined by the Standard Specifications, shall be paid for separately.

**SP-23: STORM SEWER REMOVAL & REPLACEMENT**

This item shall consist of the removal and replacement of Storm Sewer. Storm sewer shall be replaced with new RCP pipe, Type 1, or new CMP pipe of the diameter specified. Unless otherwise allowed by the Engineer,

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the Contractor shall place a well compacted, fine aggregate bedding at least four inches below the pipe and extending the entire width of the trench for the length of the pipe.

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 the 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.

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

1. Removal from site of all surplus trench excavation.
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.

**Basis of Payment:** This work shall be paid for at the contract unit price per **FOOT** for **STORM SEWER REMOVAL AND REPLACEMENT (SIZE SPECIFIED) WITH WATER MAIN QUALITY PIPE**, unit prices shall include all labor, material, and equipment necessary for excavation, bedding, installing, jointing, and backfilling the sewers and all incidental work herein specified, except **SELECTED GRANULAR BACKFILL** used as Final Backfill as defined by the Standard Specifications, which will be paid for separately.

**SP-24: DUCTILE IRON WATER MAIN PIPE (TYPE & SIZE SPECIFIED)**

Water main pipe materials shall meet all of the requirements of the following standards:

Ductile Iron Pipe (DIP) - ANSI/AWWA - C151/A21.51,  
 ANSI Class 54  
 Cement Lined ANSI/AWWA - C104/A21.4

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The coupling of these water main pipes shall meet the requirements of the following standards:

Ductile Iron Pipe (DIP) - Compression (push-on) rubber gasket  
joints in accordance with ANSI/AWWA C111/A21.11.

Ductile Iron Pipe (DIP) - Locking rubber gasket  
joints in accordance with ANSI/AWWA C111/A21.11.

Unless otherwise shown on plans or directed by the Engineer, all ductile iron water main pipes shall be installed without granular or concrete cradles. Although bell holes may not be required, the trench bottom shall be excavated and shaped such that the pipe is uniformly supported over its entire length.

The pipe shall be installed so that the entire length of pipe shall have full bearing. No blocking shall be used to adjust the pipe to grade except in conjunction with concrete thrust blocking or encasements.

Laying of water main pipe shall be accomplished to line and grade in the trench only after it has been completely de-watered and the bedding is free of mud, loose silt, or gravel. All foreign material shall be kept out of the pipe.

All pipe laid shall be retained in position such to maintain joint closure, alignment, and grade until sufficient backfill has been completed to adequately hold the pipe in place.

At the end of each work day, the end of installed water main pipe shall be protected and the excavation backfilled. No excavation or trench shall be left open overnight. The following specific items shall be considered incidental to water main pipe installation and their costs shall be considered incidental to the contract unit price for water main pipe:

1. Removal of all surplus trench excavation from site;
2. Excavation for and placement of granular bedding and encasement material when shown on the plans and/or ordered by the Engineer;
3. Support of trenches, including any necessary bracing or shoring;
4. De-watering of trenches or any excavation; and
5. Adjustment to horizontal and vertical alignment due to utility conflicts.

**Basis of Payment:** This work will be paid for at the contract unit price per **FOOT** for **DUCTILE IRON WATER MAIN PIPE (TYPE & SIZE SPECIFIED)**, unit prices shall include all labor, material, and equipment necessary for excavation, bedding, installing, and coupling the water main pipe and all incidental work specified herein, except that **SELECTED GRANULAR BACKFILL** used as Final Backfill as defined by the Standard Specifications, will be paid for separately.

**SP-25: POLYETHYLENE ENCASEMENT**

This work shall consist of encasing the entire length of water main to be installed under this contract. All new ductile iron water mains shall be encased in a polyethylene tube, according to the materials and methods outlined in ANSI/AWWA C105/A21.5-93.

Method A shall be utilized in placing the encasement material. High-density, cross-laminated polyethylene film

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conforming to ASTM D1248-89 shall be used.

**Basis of Payment:** Polyethylene Encasement shall be considered **INCIDENTAL** to Ductile Iron Water Main Pipe installation, and no additional compensation will be allowed the Contractor.

**SP-26: WATER MAIN FITTINGS**

Fittings shall be cast iron or ductile iron conforming to ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. The joints shall be either mechanical or push-on conforming to ANSI/AWWA-C111/A21.11 for rubber-gasket joints.

All nuts and bolts used for jointing of sections, including valves and hydrants, shall be stainless steel, Grade 304 bolts, and Grade 316 nuts.

All mechanical thrust restraints installed shall be "Meg-A-Lug" or "Meg-A-Lug"-type restraint systems. (Solid Precast Concrete thrust blocks may be placed in addition to mechanical thrust restraints in select locations as described elsewhere in these provisions).

No Omni Couplings will be allowed without permission of the water department.

**Basis of Payment:** Water Main Fittings shall be considered **INCIDENTAL** to Ductile Iron Water Main Pipe installation, and no additional compensation will be allowed the Contractor.

**SP-27: WATER SERVICE REPLACEMENT**

**Description:** All 1-1/2 inch or 2 inch services requiring replacement shall be replaced from the main to the B-box and shall include a new B-box and Roundway.

For those service lines unable to meet the required clearances from sanitary or storm sewers, casing pipe shall be installed around the service line to the limits called for by the Water and Sewer Specs. Service line encasement shall be installed from the auger pits, and shall not entail open cutting an existing street pavement not otherwise disturbed in the process of installing the replacement water main.

The new water service shall be encased whenever the horizontal and vertical separation of the new service from existing storm or sanitary sewers or services cannot be maintained. The new service shall be encased on each side of the crossing until the perpendicular distance from the end of the casing to the storm sewer or sanitary sewer or service is at least ten feet. Casing pipe shall consist of a minimum 4 inch diameter PVC SDR-26 Pipe. Encasement of water services shall be incidental to the price of the water service replacement.

The Engineer reserves the right to require the replacement of additional services; however, services replaced due to damage caused by the Contractor's operations shall not be paid for under this or any other item.

The service line shall be of one (1) inch, one and one-half (1 1/2) inch, or two (2) inch type K (soft) copper tubing as noted on plans or directed by Engineer. All copper connections shall be made with compression-type joints. All water service lines shall have a minimum five (5) foot of cover. The water service shall have no splices.

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The corporation stop shall be Ford FB-600 or approved equal and shall be installed by tapping the water main with an approved tapping machine. The tap shall be made in the upper third of the main, as close to a 45-degree angle as is practical. The tap shall be made by direct tap, no taping sleeves will be allowed. The roadway key stop shall be Ford B44, with a buffalo style size 100E (6') or 94E (5') service box. Only cast iron buffalo style boxes and lids will be allowed. The roadway key stop and buffalo box shall be located within the parkway area seven (7) feet from the property line or as close to that distance as possible from the property line, unless directed otherwise by the Engineer. The cover of the buffalo box shall have the word "WATER" cast thereon. The Contractor shall record the location of each buffalo box in relation to the nearest corner lot line, and the tap in relation to the nearest fire hydrant. Two copies of this record shall be filed with the Village prior to final inspection and final payment. No buffalo box shall be located in a driveway or in the sidewalk without the approval of the Engineer.

No splices of any kind will be allowed in the water service line from the corporation stop to the roadway key stop. There shall be no splice from the roadway key stop to the water service meter unless specifically authorized by the Village.

Prior to final inspection, the Contractor shall see that all water appurtenances are adjusted to grade and clearly visible.

All Materials and Methods used shall comply with the above specifications.

**Basis of Payment:** This work will be paid for at the contract unit price **EACH** for **WATER SERVICE, (SIZE), SHORT OPEN CUT, WATER SERVICE, (SIZE), LONG PUSHED**, which price shall include all excavation, materials, augering, PVC-SDR-26 Casing Pipe and backfilling necessary to complete this item. Restoration, pavement or driveway replacement, topsoil, and sodding, will be paid for separately.

However, it is expected that all services shall be augered under street pavements not otherwise disturbed by the installation of the main or encumbered by the separation requirements from storm and sanitary sewers.

**SP-28: THRUST RESTRAINT**

Formed concrete thrust restraints may be required at fire hydrants, plugs, caps, and tees in addition to the wedge action retainer glands at fittings, upon the specific direction of the Engineer. 4000 PSI Portland cement concrete shall be used. The use of wood blocking, concrete blocks, stakes or clamps will not be allowed.

**Basis of Payment:** Thrust restraints shall be considered **INCIDENTAL** to Ductile Iron Water Main Pipe installation, and no additional compensation will be allowed the Contractor.

**SP-29: WATER SYSTEM SHUTDOWN**

All existing valves shall be turned and operated by the Village's Water Division Personnel. When the Contractor desires the shutdown of an existing water main for the purpose of connection or abandonment, he shall give the Water Division and Engineer at least 48 hours' notice. The Water Division will advise the Contractor of their availability and then schedule the work. (630.434.5460)

**SP-30: VALVES**

Water main valves shall meet all of the requirements of the following standards as reissued and published on or before the date of this contract:

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Rubber-Seated Butterfly Valves - AWWA C504  
Resilient-Seated Gate Valves - AWWA C509  
Resilient-Seated Gate Valves for Pressure - AWWA 6500  
Side Tapping or Pressure Insertion - AWWA C509

All valves shall have the name, monogram, or initials of the manufacturer cast thereon. The Contractor shall submit to the Engineer the Manufacturer's specifications for the valves he intends to use on this project. All valves shall contain factory installed Grade 316 stainless steel nuts and Grade 304 bolts. All valves shall be furnished with mechanical joints conforming to ANSI/ANWA- C111/A21.11.

Valves for water mains twelve inches in diameter or larger shall be Resilient-Seated gate valves and installed in a six foot diameter Type A vault with a standard cone section. Valves for water main ten inches in diameter or less shall be Resilient-Seated gate valves and installed in a five foot diameter Type A vault with a standard cone section.

Pressure side-tapping Resilient-Seated gate valves shall be installed in a Type A vault with an offset cone section unless otherwise noted. A six foot diameter vault shall be used for tapping mains ten inches in diameter or larger, five foot diameter vault when tapping mains eight inches in diameter or less. Pressure insertion Resilient-Seated gate valves shall be installed in a Type A vault with a standard cone, four foot in diameter for mains eight inches in diameter or less, five foot diameter vault for mains ten inches in diameter or larger.

All vaults shall be equipped with a Type 1 frame and lid with the word "WATER" cast in the lid. The pick holes shall be of the large size per IDOT Standard 604001. All lift holes and holes around the water main shall be completely sealed with mortar inside and out. All joints between vault sections and between adjustment rings shall be completely sealed with mastic only, as directed by the Engineer.

Gate Valves, 3" diameter or larger, used to reconnect 3" or larger water services shall be paid for as valves and not as water service reconnection devices.

**Basis of Payment:** This work will be paid for at the contract unit price **EACH** for **RESILIENT-SEATED GATE VALVE (SIZE SPECIFIED) IN (SIZE SPECIFIED) VAULT**, which price shall include all excavation, bedding, backfill, blocking, and tapping sleeve or anchor clamps where applicable. Restoration, where **TRENCH BACKFILL** is used in lieu of excavated materials, pavement replacement, and parkway restoration will be paid for separately.

**SP-31: FIRE HYDRANT WITH AUXILIARY VALVE**

Fire hydrants shall be Waterous Pacer Model WB-67, with a five and a quarter inch (5 1/4") valve opening, two, two and one-half inch (2 1/2") hose nozzles, and one, four and one-half inch (4 1/2") pumper nuts. All connecting pipe bottom flanges shall be mechanical joints. All hydrants shall be painted with two coats of polyurethane high gloss enamel, #31-ISI OSHA Yellow.

Each hydrant shall incorporate a six-inch (6") auxiliary valve and box. All auxiliary valves shall be located a minimum of thirty inches (30") and a maximum of thirty-six inches (36") from the hydrant. Connection of the hydrant and auxiliary valve assembly shall be made with a six-inch (6") diameter ductile iron water main. The installation of the fire hydrants and auxiliary valves shall be in accordance with the attached hydrant details. All

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auxiliary valves shall incorporate lacing rods from valve to tee.

Hydrants shall be set plumb, with the nozzle and steamer connection facing the roadway. The steamer connection shall be set not less than eighteen inches (18") nor more than twenty-four inches (24") above finished grade.

All new fire hydrants shall be covered or labeled as being out of service, until such time as the new main is brought into service.

**Basis of Payment:** This work will be paid for at the contract unit price **EACH** for **FIRE HYDRANT WITH AUXILIARY VALVE**, which price shall include all excavation, backfill and compaction, the hydrant, auxiliary valve and box, all six-inch DIWM pipe up to the main line tee, and all fittings.

**SP-32 FIRE HYDRANT REMOVAL**

**Description:** This work shall consist of the disconnection and removal of existing hydrants that will no longer be in service because of this contract. Included in this item is the removal of the auxiliary valve and connecting water main, and securely plugging the hydrant tee.

**The Contractor MAY NOT REMOVE any fire hydrant without the specific permission of the Engineer.**

**Basis of Payment:** This work will be paid for at the contract unit price **EACH** for **FIRE HYDRANT REMOVAL**, which price shall include all excavation, backfilling, materials and transportation necessary to complete this item.

**SP-33: STEEL CASING PIPE, (SIZE)**

This work shall consist of the auguring or open cut of casing pipe as specified and the installation of water main pipe through it. Water main pipe materials and installation shall comply with all requirements of the DUCTILE IRON WATER MAIN, 8" special provisions of this document.

The casing pipe shall be a new welded steel pipe, capable of withstanding a minimum force of 35,000 PSI, and shall meet the requirements of ASTM-139, Grade B. The following table shall determine the diameter size and wall thickness of the casing pipe:

**CASING PIPE**

Diameter Size of Water main Pipe	Diameter Size of Casing Pipe	Minimum Wall Thickness
6"	12"	0.250"
8"	16"	0.282"
12"	20"	0.344"

The auger length shall be as shown on the plans, or as directed by the Engineer in the field, and/or shall conform to the following IEPA standards:

- a) Where the horizontal separation between the water main and any storm or sanitary sewer is less than ten

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feet and the bottom of the water main is less than eighteen inches above the top of the sewer; or

b) Where the water main crosses less than eighteen inches above or any distance below a sewer.

For condition (a), the casing pipe shall extend the entire length of the above described proximity and for condition (b), the casing shall be installed for a distance of no less than ten feet to either side of the sewer. For the purpose of this special provision, open-ended ditch culverts shall not be considered a sewer.

The auguring of the casing pipe shall be a continuous operation. All joints in the casing shall be welded. Care shall be exercised when auguring to prevent the loss of soil which will create voids outside of the casing.

Power sealer #4810 casing spacers or approved equal shall be used when installing the water main within the casing pipe. Skids shall be securely banded to the water main at frequent intervals such that the pipe is uniformly supported within the casing. Prior to backfilling, the ends of the casing pipe shall be sealed with brick and mortar.

The auger pit shall be large enough to accommodate all equipment; however, this pit shall not be larger than twice the allowable trench width by twice the casing pipe length. The pit shall be protected at all times such that safe working conditions are assured and no hazard is presented to motorists or pedestrians.

**Basis of Payment:** The work shall be paid for at the contract unit price per FOOT for STEEL CASING PIPE (SIZE), which shall include all labor, materials, and necessary equipment to complete the work in place.

**SP-34: CONNECTION TO EXISTING WATER MAIN**

The Village of Downers Grove Water Division personnel shall turn off existing Village valves necessary to perform cut-in connections. Cut-in connections shall be performed only after pressure testing, leakage testing and disinfecting of the new water main has been performed and accepted by the Village. Cut-in connections will be performed under the supervision of Water Division personnel.

**Basis of Payment:** This work will be paid for at the contract unit price EACH for CONNECTION TO EXISTING WATER MAIN, (NON PRESSURE) (SIZE), which price shall include all labor, materials, and equipment necessary to do the work.

**SP-35: PRESSURE TESTING**

Upon completion of the proposed water main and prior to the connection of all service lines, the water main shall be subjected to a hydrostatic pressure of 150 PSI gauged, based on the elevation of the lowest point in the line or section under test. The test shall be corrected to the elevation of the test gauge for both pressure and leakage for a period of not less than two (2) hours. Any cracked or defective pipefitting, valves, hydrants found shall be removed and replaced with satisfactory materials and the test repeated until test results are satisfactory. Joints showing visible leaks shall be made watertight. The Engineer or his representative shall witness the pressure test. Allowable leakage shall be as follows:

<u>MAIN SIZE</u>	<u>ALLOWABLE LEAKAGE</u>
12"	0.99 gal. /hr./1000 ft. of water main
10"	0.83 gal. /hr./1000 ft. of water main

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8"	0.66 gal. /hr./1000 ft. of water main
6"	0.50 gal. /hr./1000 ft. of water main
4"	0.33 gal. /hr./1000 ft. of water main

**Basis of Payment:** This work is considered **INCIDENTAL** to the installation of the water main pipe, and no additional compensation will be given for any required re-testing.

**SP-36: CHLORINATION**

Upon completion of all water mains and after the results of the hydrostatic test are satisfactory, but prior to the connection of all service lines, the water main shall be thoroughly flushed and chlorinated. The liquid-chlorine-gas-mixture method of procedure shall be as follows:

- A.) Prior to chlorinating, all dirt and foreign material shall be removed from the main, or any valved section, by a thorough flushing through the hydrants, or by other approved methods.
- B.) A chlorine gas-water mixture shall be applied by means of a solution-feed chlorinating device, or if approved by the Engineer, the gas shall be fed directly from a chlorine cylinder equipped for diffusion of the gas within the pipes.
- C.) The preferable point of application of the chlorinating agent shall be through a corporation stop inserted near the horizontal axis of the pipe at the beginning of the pipe line extension of any valve section to be placed in service. The water injector for delivering the gas-water mixture into the pipe shall be supplied by a tap on the pressure side of a valve controlling the flow into the pipe to be chlorinated.
- D.) Water from the pressure side of the valve or other source of supply shall be controlled to flow very slowly into the newly laid pipeline during the application of chlorine. The rate of chlorine gas-water mixture flow shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the newly laid pipe shall have a chlorine residual of not less than 50 PPM. It shall be left in contact with the main for at least twenty-four (24) hours with a 25-PPM chlorine residual remaining after the contact period.
- E.) Following the chlorinating, all treated water shall be thoroughly flushed from the new section of main. Samples shall be collected for bacteriological analysis on two (2) successive days, under the supervision of the Water Division Representative. All samples shall be taken from various points on the new portion of the system, from a copper whip tapped into the new section of water main. The samples taken shall be given to the Water Division Representative for testing. The new section of main shall not be placed into service until the Water Division grants approval.
- F.) A representative of the Water Division shall witness chlorinating of the water main.

**Basis of Payment:** This work is considered **INCIDENTAL** to the installation of the water main pipe, and no additional compensation will be given for repeating any part of the chlorinating procedure, should the residual level of chlorine fail to meet the requirements.

**SP-37: LINE STOP EXISTING MAIN**

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This item shall consist of installing a temporary line stop in the existing water mains that are under pressure. Prior to installing the line stop, the Contractor shall verify the actual diameter of the main at the point where the line stop will be installed. Split sleeves, fittings, and rubber glands shall conform to AWWA C110 and bolts and set screws shall be stainless steel or corrosion resistant materials.

**Basis of Payment.** This work will be paid for at the contract unit price per **EACH** for **LINE STOP EXISTING MAIN (SIZE SPECIFIED)**, which will include all excavation, backfill, tapping equipment, fittings, split sleeves, rubber glands and any joint accessories for a complete line stop installation.

### **SP-38 ABANDONMENT OF EXISTING WATER MAIN**

**Description:** After final inspection of the new main, and upon notice from the Engineer, the Contractor shall abandon in-place, the existing water main system that has been replaced by the work performed in this contract.

The exposed ends of all disconnected water main pipes shall be plugged with either a minimum of six inches of concrete, eight inches of brick and mortar, or mechanically capped where specified. A Representative of the Water Department shall witness the abandonment.

Abandoned valves shall be closed and the respective valve boxes broken down to a minimum of three feet below grade. Valve vaults shall be broken down to a minimum of three feet below grade, backfilled and compacted to grade. Any valve deemed salvageable by the Engineer shall be removed and transported to the Village's Public Works Building. Water main stubs shall then be plugged or capped in the manner described above.

**Basis of Payment:** This work shall be paid for at the contract **LUMP SUM** for **ABANDONMENT OF EXISTING WATER MAIN**, which price shall include all costs for exposing, cutting and plugging of main, removal of valves and filling of vault. Pavement restoration, parkway restoration, and fire hydrant removal shall be paid for separately.

### **SP-39: LEAK DETECTION**

Upon completion of the proposed water mains and services, but prior to the placement of any asphalt or concrete roadways, the water main shall be leak tested.

The work to be done shall include furnishing of all labor, material, transportation, tools, and supplies necessary to acoustically survey the installed water mains and service connections. The Contractor shall be responsible for and shall provide personnel qualified to conduct waterline locating activities during the course of the leak detection survey.

The contractor shall listen on **all** hydrants, valves, and when necessary b-boxes with sensitive sound intensifying instruments to determine areas of leakage. When a leak is discovered, the contractor shall conduct further investigations using an Electronic Leak Correlator to pinpoint the leaks for repairs.

Any cracked or defective pipefitting, valves, hydrants or services found shall be removed and replaced at no additional cost to the Village with satisfactory materials and the test repeated until test results are satisfactory. Upon completion of the leak survey a final report shall be submitted indicating the following, at a minimum:

- 1) A description of the area surveyed including lineal feet of the system surveyed;

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- 2) A summary list of leaks including a description of the type of leak (main line, service line, valve or hydrant) and the location of the leak.
- 3) Individual leak detection reports incorporating a diagram of the area surveyed for the suspect leak, as well as information relative to the date and time the leak was detected, the address/location of the leak and the number and type of connection points used.
- 4) A summary list of leak repairs completed including a description of the type of leak (main line, service line, valve or hydrant), the location of the leak and the date and time the leak repair was completed.

**Basis of Payment:** This work will be paid for at the contract **LUMP SUM** price for **LEAK DETECTION**, which price shall be payment in full for the work as specified herein, and no additional compensation will be given for any required re-testing.

**SP-40: 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 (PE) or licensed professional geologist (PG) that the soil is uncontaminated, will be required prior to clean construction and demolition debris (CCDD) facility acceptance. However, if the subject property has never been used for industrial or commercial purposes, and is not adjacent to Potentially Impacted Properties (PIP's), then the site owner or operator may certify that the soil is uncontaminated by use of IEPA form LPC-662.

To facilitate meeting the above requirements, the Village will supply a signed LPC-663 or LPC-662 form. Neither the LPC-663/662, nor the report shall be considered a guarantee that excavated material shall meet the requirements of Illinois Public Act 96-1416, and the Contractor shall be responsible for satisfactory removal and disposal of all material as specified herein. No additional environmental testing of the existing on-site material may be performed without prior written permission from the Engineer. In the event that Contractor performs any additional testing without the written permission of the Engineer, Contractor will be required to properly and legally dispose of all material from the project site, regardless of its suitability for disposal in a CCDD facility, at his own expense, without any additional payment for testing, hauling and disposal as specified below.

The Village anticipates that one or more of the following CCDD facilities will accept material from this project:

- Reliable Lyons CCDD, 4226 Lawndale Ave, Lyons, IL 60534
- Hanson Material Service, 125 N Independence Blvd Romeoville, IL 60446
- Bluff City Materials, 1245 Gifford Rd, Elgin, IL 60120
- Vulcan Materials, 5500 Joliet Rd, McCook, IL 60525

Contractor shall consult with these facilities prior to submitting a bid for this project. Contractor shall base his bid on hauling all CCDD generated by this project to these facilities. No additional compensation will be allowed for hauling to any other facilities, for any reason, unless none of the above listed facilities will accept the material. If an alternate facility was approved by the Village prior to bid submittal, and that facility will no longer accept the material, the facilities listed above shall be used by the Contractor at no additional cost to the Village, unless none of the above facilities will accept the material. In the case where neither any of the above

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listed facilities, nor a pre-approved alternate facility, will accept the material, the Village and Contractor shall attempt to locate an alternate facility, unless the material is classified as unsuitable for disposal in a CCDD facility, in which case it shall be hauled to a landfill and paid for as specified below. Should the Contractor wish to haul material to an alternate facility, the name, location and contact information for the proposed facility shall be submitted to the Village for evaluation, a minimum of five (5) calendar days prior to submission of a bid. Any costs associated with additional sampling, analysis, and/or reporting to meet the acceptance requirements of the alternate facility shall be borne by the bidding Contractor and included within the Contractor's bid. By submitting a bid, Contractor agrees that at least one (1) of the above listed facilities, or an alternate facility approved by the Village in writing prior to the submission of the bid, will accept the material and shall be used for disposal of all CCDD from this project, unless otherwise determined to be non-hazardous special waste as specified below. In the event that the Contractor needs to alter the CCDD facility used for placement of excavated material, the Contractor shall notify the Engineer no later than three (3) days in advance of the planned alteration. In no event shall material be hauled to an alternate facility without the written permission of the Engineer.

**Construction Requirements:** The Contractor shall be responsible for satisfactory removal and disposal of all waste material, asphalt, concrete, stone, dirt, and debris generated or discovered in the course of the work. Removal and disposal of excavation items being disposed of at a clean construction and demolition debris (CCDD) facility shall meet the requirements of Public Act 96-1416. This work shall be incidental and shall not be paid for separately, with the exception of the **ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE** as specified below.

The temporary storing of excavated materials within the public right-of-way or project limits shall not be allowed unless approved by the Engineer. It shall be the Contractor's responsibility to find an approved dumpsite for debris and any excavated materials. The Village will not provide one.

The Contractor shall employ 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. The PID shall be calibrated on a daily basis. The Contractor shall enter all truck-loads leaving the site into an on-site screening log including, but not limited to, project name, date, time, weather conditions, name of screener, hauling company, truck number, screening method, background PID reading, calibrated PID reading, truck/bucket PID reading, and description of materials screened. Each day prior to the first truck leaving the site, Engineer and Contractor's testing consultant shall agree on the allowable PID reading in accordance with the receiving CCDD facility procedures (typically 0.0 or daily background levels). The receiving CCDD facility may be consulted daily, or periodically, as needed to verify that the appropriate value is being used. If said screen indicates levels that will be unacceptable for disposal at the CCDD facility, the material shall be quarantined on-site for further evaluation. If material is rejected at the CCDD facility, it shall be returned to the project site and quarantined for further evaluation. No additional compensation shall be allowed for returning a rejected load back to the project site, or any other additional hauling, loading, unloading, etc, as may be required. Should it be determined by the Village or Village's agent that the material is not suitable for disposal in a CCDD facility, the Contractor shall be responsible for properly disposing of the material 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 a truck-load is rejected by a CCDD facility after leaving the project site, and said truck-load is not identified in the on-site screening log, 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 as specified below.

## Village of Downers Grove

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 (PE) or licensed professional geologist (PG), 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 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, NON-HAZARDOUS SPECIAL WASTE**, which price shall be payment in full for the work as specified herein.

Village of Downers Grove

**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:**

Swallow Construction Corporation  
Company Name

April 14, 2017  
Date

4250 Lacey Road  
Street Address of Company

anthony@swallowconstruction.net  
E-mail Address

Downers Grove, IL 60515  
City, State, Zip

Anthony Rending  
Contact Name (Print)

630-512-9900  
Business Phone

630-417-7883  
24-Hour Telephone

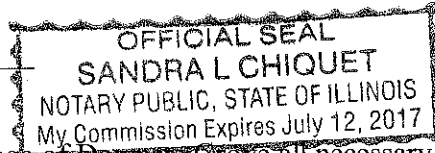
630-512-9902  
Business Fax

[Signature]  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Anthony Rending, President  
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 by **September 29, 2017** 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

**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:**

Swallow Construction Corporation  
Company Name

April 14, 2017  
Date

4250 Lacey Road  
Street Address of Company

anthony@swallowconstruction.net  
E-mail Address

Downers Grove, IL 60515  
City, State, Zip

Anthony Rendina  
Contact Name (Print)

630-512-9900  
Business Phone

630-417-7883  
24-Hour Telephone

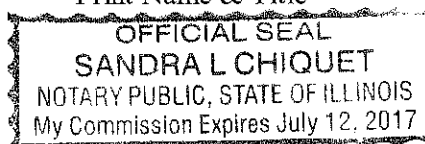
630-512-9902  
Business Fax

[Signature]  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Anthony Rendina, President  
Print Name & Title

[Signature]  
Signature of Corporation Secretary  
Witness



We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by **September 29, 2017** 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:**

ITEM NO.	PAY ITEM	TOTAL QTY	UNIT	UNIT COST	TOTAL COST
1	Tree Removal (6 to 15 Units Diameter)	50	UNIT	\$ 10.00	\$ 500.00
2	Tree Removal (over 15 Units Diameter)	50	UNIT	\$ 12.00	\$ 600.00
3	Tree Root Pruning	10	EACH	\$ 100.00	\$ 1,000.00
4	Preconstruction Videotaping	1	LSUM	\$ 500.00	\$ 500.00
5	Construction Staking and Record Drawings	1	LSUM	\$ 5,500.00	\$ 5,500.00
6	Tree Protection	1,595	FOOT	\$ 3.50	\$ 5,582.50
7	Traffic Control, Maintenance of Traffic, Detours	1	LSUM	\$ 48,000.00	\$ 48,000.00
8	Street Sweeping	50	HOUR	\$ 135.00	\$ 6,750.00
9	Inlet Filter Baskets	11	EACH	\$ 125.00	\$ 1,375.00
10	Temporary Bituminous Patch	300	TON	\$ 69.00	\$ 20,700.00
11	Selected Granular Backfill, CA-6	1,670	CU YD	\$ 30.00	\$ 50,100.00
12	Temporary Surface Over Trench - Aggregate (CA-6), 6"	1,310	SQ YD	\$ 1.75	\$ 2,292.50
13	Exploratory Trench, Special	100	CU YD	\$ 2.00	\$ 200.00
14	Parkway Restoration, Special	1,142	SQ YD	\$ 15.00	\$ 17,130.00
15	Supplemental Watering	10	UNIT	\$ 100.00	\$ 1,000.00
16	Pavement Removal	1,828	SQ YD	\$ 2.75	\$ 5,027.00
17	Hot-Mix Asphalt Surface Removal, 2"	3,355	SQ YD	\$ 4.75	\$ 15,936.25
18	Class D Patch, 6", Special	631	TON	\$ 105.00	\$ 66,255.00
19	Level Binder (Machine Method), N50, 0.75"	145	TON	\$ 85.00	\$ 12,325.00
20	Hot-Mix Asphalt Surface Course, Mix "D", N50, 1.5"	447	TON	\$ 83.00	\$ 37,101.00
21	Bituminous Materials (Prime Coat)	518	GAL	\$ 3.75	\$ 1,942.50
22	Aggregate Shoulders, Type B, 4"	330	SQ YD	\$ 10.00	\$ 3,300.00



## Village of Downers Grove

23	Driveway Pavement Removal	155	SQ YD	\$ 13.00	\$ 2,015.00
24	PCC Driveway Pavement, Special	113	SQ YD	\$ 64.00	\$ 7,232.00
25	Hot-Mix Asphalt Driveway Pavement, Special	42	SQ YD	\$ 32.00	\$ 1,344.00
26	Combination Curb & Gutter Removal	1,207	FOOT	\$ 4.50	\$ 5,431.50
27	Combination Curb and Gutter, B6.12	1,207	FOOT	\$ 21.00	\$ 25,347.00
28	PCC Sidewalk Removal	1,750	SQ FT	\$ 1.00	\$ 1,750.00
29	PCC Sidewalk Special, 5"	1,750	SQ FT	\$ 7.00	\$ 12,250.00
30	Detectable Warnings	180	SQ FT	\$ 18.50	\$ 3,330.00
31	Thermoplastic Pavement Marking - Line 4"	550	FOOT	\$ 2.00	\$ 1,100.00
32	Thermoplastic Pavement Marking - Line 6"	116	FOOT	\$ 2.75	\$ 319.00
33	Thermoplastic Pavement Marking - Line 12"	228	FOOT	\$ 5.50	\$ 1,254.00
34	Thermoplastic Pavement Marking - Line 24"	46	FOOT	\$ 11.00	\$ 506.00
35	Sanitary Service Reconnection	12	EACH	\$ 250.00	\$ 3,000.00
36	Storm Sewer Removal & Replacement, 12" RCP with Water Main Quality Pipe	160	FOOT	\$ 90.00	\$ 14,400.00
37	Drainage & Utility Structure to be Adjusted	4	EACH	\$ 900.00	\$ 3,600.00
38	Ductile Iron Water Main Pipe (4")	40	FOOT	\$ 46.00	\$ 1,840.00
39	Ductile Iron Water Main Pipe (6")	40	FOOT	\$ 27.00	\$ 1,080.00
40	Ductile Iron Water Main Pipe (8")	1,865	FOOT	\$ 78.00	\$ 145,470.00
41	Ductile Iron Water Main Pipe (12")	20	FOOT	\$ 50.00	\$ 1,000.00
42	Water Service, 1 1/2", Short Open Cut	11	EACH	\$ 1,650.00	\$ 18,150.00
43	Water Service, 1 1/2", Long Pushed	22	EACH	\$ 2,600.00	\$ 57,200.00
44	Water Service, 2", Long	5	EACH	\$ 500.00	\$ 2,500.00
45	Resilient - Seated Gate Valve (8"), in 5' Vault	7	EACH	\$ 3,500.00	\$ 24,500.00
46	Resilient - Seated Gate Valve (4"), in 5' Vault	1	EACH	\$ 3,000.00	\$ 3,000.00
47	Fire Hydrant with Auxiliary Valve	10	EACH	\$ 5,250.00	\$ 52,500.00



## Village of Downers Grove

48	Fire Hydrant Removal	5	EACH	\$ 175.00	\$ 875.00
49	Valve & Valve Vault Removal	6	EACH	\$ 275.00	\$ 1,650.00
50	Steel Casing Pipe, 16"	195	FOOT	\$ 110.00	\$ 21,450.00
51	Connection to Existing Water Main (Non- pressure, 4")	1	EACH	\$ 3,500.00	\$ 3,500.00
52	Connection to Existing Water Main (Non Pressure 6")	2	EACH	\$ 5,250.00	\$ 10,500.00
53	Connection to Existing Water Main (Non Pressure 8")	4	EACH	\$ 4,000.00	\$ 16,000.00
54	Connection to Existing Water Main (Non- pressure, 12")	1	EACH	\$ 5,250.00	\$ 5,250.00
55	Line Stop Existing Main, 4"	2	EACH	\$ 150.00	\$ 300.00
56	Line Stop Existing Main, 6"	2	EACH	\$ 150.00	\$ 300.00
57	Line Stop Existing Main, 8"	2	EACH	\$ 150.00	\$ 300.00
58	Line Stop Existing Main, 12"	2	EACH	\$ 150.00	\$ 300.00
59	Abandonment of Existing Water Main	1	LSUM	\$ 9,500.00	\$ 9,500.00
60	Leak Detection	1	LSUM	\$ 1,000.00	\$ 1,000.00
61	Additional Hauling Surcharge, Non- Hazardous Special Waste	50	LOAD	\$ 10.00	\$ 500.00

Total Base Bid \$ 764,660.25



## Village of Downers Grove

**BIDDER'S CERTIFICATION (page 1 of 4)**

With regard to 2017 Water Main Improvements, Bidder Swallow Construction Corporation  
(Name of Project) Contract B (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 §12-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County, the Illinois Department of Labor, or the Davis-Bacon Wage Act shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove in accordance with the Terms & Conditions;
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.

Village of Downers Grove

**BIDDER'S CERTIFICATION (page 2 of 4)**

BY:

[Signature]  
Bidder's Authorized Agent

36 - 304 2988

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 14 day of April, 2017.

[Signature]  
Notary Public



(Fill Out Applicable Paragraph Below)

**(a) Corporation**

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

President: Anthony Rendina

Secretary: Anthony Rendina

Treasurer: Anthony Rendina

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Village of Downers Grove

**BIDDER'S CERTIFICATION (page 3 of 4)**

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

**(c) Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: \_\_\_\_\_  
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? Yes

INSURER'S NAME: Hudson Insurance Company

AGENT: Hub International

Street Address: 1005 W. Karaway Road

City, State, Zip Code: New Lenox, IL 60451

Telephone Number: 815-485-4100

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

Print Name of Company: Swallow Construction Corporation

Print Name and Title of Authorizing Signature: Anthony Rendina, President

Signature: 

Date: April 14, 2017

## Village of Downers Grove

**BIDDER'S CERTIFICATION (page 4 of 4)****NON-COLLUSION AND CERTIFICATION STATEMENT**

1. By submission of the Bid, each Bidder and, in the case of a joint Bid, each party to the joint Bid certifies as to his or her own organization, that in connection with the Bid:
- The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other bidder or with any competitor;
  - Unless otherwise required by law, the prices quoted in the Bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to Bid opening; and
  - No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or withhold a Bid for the purpose of restricting competition. Also, each Bidder shall submit a certification regarding compliance with Article 33 E-11 of the Illinois Criminal Code of 1961 [720 ILCS 5/33 E-11]; and
2. Each person signing the Bid shall certify that (check one):
- He/she is the person in the Bidder's organization responsible for the decision as to the prices being bid and that he/she has not participated, and will not participate, in any action contrary to 1.a. through 1.c.; or
- He/she is not the person in the Bidder's organization responsible for the decision as to the prices being bid but that he/she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to 1.a. through 1.c., and as their agent shall so certify. He/She shall also certify that he/she has not participated, and will not participate, in any action contrary to 1.a. through 1.c.

Print Name and Title of Authorizing Signature: Anthony Rendina, President

Signature: 

Date: April 14, 2017

Village of Downers Grove

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Swallow Constructon Corporation as Principal, and Hudson Insurance Company as Surety, are hereby held and firmly bound unto Village of Downers Grove as OWNER in the penal sum of Five Percent of Bid ( 5% of Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 14th day of April, 20 17.

The Condition of the above obligation is such that whereas the Principal has submitted to Village of Downers Grove a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the 2017 Water Main Improvements Contract B

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.



## Village of Downers Grove

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Swallow Construction Corporation

  
Principal Anthony Reina, President (L.S.)

Hudson Insurance Company

Surety

By:   
Kevin V. Scanlon, Attorney-in-fact

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.





POWER OF ATTORNEY

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

Kevin J. Scanlon, Richard L. McWethy, Gary A. Eaton, Jr., Robert W. Kegley, Jr. of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

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

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly signed, on this 13th day of November, 2014 at New York, New York.



Attest: Dina Daskalakis Corporate Secretary

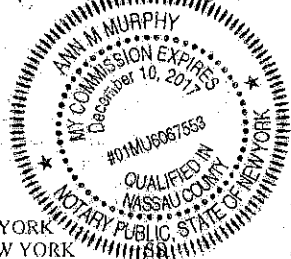
HUDSON INSURANCE COMPANY

By: Michael P. Gleeson Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 13th day of November, 2014 before me personally came Michael P. Gleeson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU0067553 Qualified in Nassau County Commission Expires December 10, 2017

STATE OF NEW YORK COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

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

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

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

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

Witness the hand of the undersigned and the seal of said Corporation this 14th day of April, 2017.



By: Dina Daskalakis Corporate Secretary



Village of Downers Grove

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Corporation)  
\_\_\_\_\_  
(Address of Corporation)  
a \_\_\_\_\_ hereinafter called Principal and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)  
\_\_\_\_\_  
(Address of Surety)  
hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)  
\_\_\_\_\_  
(Address of Owner)  
hereinafter called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, \$( \_\_\_\_\_ )  
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, a copy  
of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said contract during the original term  
thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the  
Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred  
under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages  
which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay  
and expense which the OWNER may incur in making good any default, then this obligation shall be void;  
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed  
hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this  
BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to  
the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall  
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which  
shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_

Village of Downers Grove

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_

(SEAL)

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Village of Downers Grove

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_)  
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy  
of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,  
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution  
of the WORK provided for in such contract, and any authorized extension or modification thereof,  
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,  
equipment and tools, consumed or used in connection with the construction of such WORK, and all  
insurance premiums on said WORK, and for all labor, performed in such WORK whether by  
SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force  
and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract or to the WORK to be  
performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation  
on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition  
to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall  
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be  
deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

ATTEST: \_\_\_\_\_  
\_\_\_\_\_

(SEAL)

Village of Downers Grove

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST: By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.



4250 Lacey Road  
Downers Grove, IL 60515

## Reference List

Project Name	Owner	Telephone	Contract	Completion Date
Farnsworth Avenue & Sheffer Road Water Main Improvements	Jason Bauer, P.E. City of Aurora 44 E. Downer Place Aurora, IL 60507	630-256-3239	\$1,833,160.06	08/2016
Glenwood-Arbor-Ridgewood Reconstruction Project Water, Storm, Sanitary, Roadway Reconstruction	Bob Minix, P.E., Village Engineer, Village of Glen Ellyn 30 S. Lambert Road Glen Ellyn, IL 60137	630-547-5514	\$3,171,282.93	12/2015
Crescent Ave /Cambridge Ave Stormwater Improvements	Patrick Kieley P.E., Christopher Burke Engineering Ltd 564 S. York Road Elmhurst, IL 60126	847-823-0500	\$2,108,151.25	11/2016
Village of Lombard Transmission Water Main Improvements	Mark Dachsteiner P.E., Baxter and Woodman, Inc.	815-459-1260	\$3,025,000.00	12/1/2016
Several Projects for the Village of Elk Grove Village	Brian Lovering, P.E. 600 Landmeier Road, Elk Grove Village, IL 60007	847-734-8077	\$10,000,000.00	12/1/2016



Village of Downers Grove

**MUNICIPAL REFERENCE LIST**

Municipality:     Please See Attached Sheet      
 Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Name of Project: \_\_\_\_\_  
 Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Municipality: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Name of Project: \_\_\_\_\_  
 Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Municipality: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Name of Project: \_\_\_\_\_  
 Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Municipality: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Name of Project: \_\_\_\_\_  
 Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Municipality: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Name of Project: \_\_\_\_\_  
 Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Village of Downers Grove

**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) Beverly Environmental Type of Work Landscaping

Addr: 16504 Dixie Highway City Morheim State IL Zip 60428

2) Geneva Construction Type of Work Asphalt + Concrete

Addr: 1350 Aurora Avenue City Aurora State IL Zip 60507

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 \_\_\_\_\_

Village of Downers Grove

**CERTIFICATION OF QUALIFICATIONS**

Project Team

Project Manager: Anthony Rendina

Construction Supervisor: Dusty Bonnell

Team Member: Phil Feltz

Team Member: Jim Wieglesworth

Team Member: Larry McLaughlin

Team Member: Jose Pensado

Team Member: William Feltz

Team Member: \_\_\_\_\_

By checking this box, the bidder hereby certifies that it complies with all requirements of SP-3 including at least three (3) contracts of similar nature and scope within the last five (5) years, and has provided detailed supporting information.

Signed by: *[Signature]* (Corporate Seal)

Title: President

Name & Address: Swallow Construction Corporation

of Contractor 4250 Lacey Road

or Vendor Downers Grove, IL 60515

Subscribed and sworn to before me this 14 day of April, 2017

*[Signature]*  
Authorized Signature



Village of Downers Grove



**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: Swallow Construction Corporation  
ADDRESS: 4250 Lacey Road  
CITY: Downers Grove.  
STATE: Illinois  
ZIP: 60515  
PHONE: 630-512-9900 FAX: 630-512-9902  
TAX ID #(TIN): 36-3042988

(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
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company - Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation
- Government Agency

SIGNATURE: Jordan A. Carvut DATE: April 14, 2017

Village of Downers Grove

**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)

Name of Bidder: Swallow Construction Corporation

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.**

See Attached Certificates

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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.

Print Name and Title of Authorizing Signature: Anthony Rendina, President

Signature: 

Date: April 14, 2017

## Village of Downers Grove

**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 \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**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.

Chicagoland  
**LABORERS'**  
 District Council Training & Apprenticeship Fund

www.chicagolaborers.org

CCCBT 42-L

10 April 2017

*Executive Director*

Thomas Nordeen

*Labor Trustees*

James P. Connolly

Martin Flanagan

Joseph V. Healy

Charles V. LoVerde III

Joe Riley

Swallow Construction

4250 Lacey Road

Downers Grove, Illinois 60515

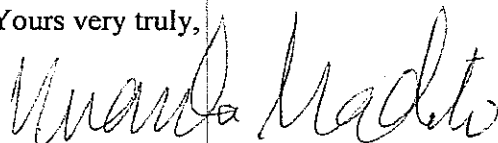
To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Swallow Construction Company is indeed signatory to the Chicagoland Laborers District Council and contribute to the Laborers Apprenticeship Fund.

Should you require anything further, please do not hesitate to contact me.

Yours very truly,



Miranda Maddie  
 Office Manager

**Carol Stream Location**

1200 Old Gary Avenue  
 Carol Stream IL 60188  
 630.653.0006

**LiUNA!**

Feel the Power

**Chicago Location**

5700 West Homer Street  
 Chicago IL 60639  
 773.413.3315



# United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Chicagoland Laborers' J.A.T.C.

Carol Stream, Illinois

For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



April 12, 1999

Date REVISED August 13, 2004

11017990001

Registration No.

*S. L. Chao*  
Secretary of Labor

*Anthony Savage*  
Administrator, Apprenticeship Training, Employer and Labor Services



# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M  
AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

**JAMES M. SWEENEY**  
PRESIDENT-BUSINESS MANAGER



(708) 482-9000 - FAX (708) 482-7188  
6200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3992

April 10, 2017

Swallow Construction Corporation  
4250 Lacey Rd  
Downers Grove, IL 60515

Re: Proof of Compliance with 30 ILCS 500/30-22(6)  
Our File No. MI-00321

Dear Sir or Madam:

At the request of Swallow Construction Corporation, I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Swallow Construction Corporation, is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO  
District 1 dispatch office

Amanda Gunderson

Enclosures: Certificates





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02/28/2008 10 24 FAX

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003  
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# United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Operating Engineer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



*Loi. Chao*  
Secretary of Labor

*[Signature]*  
Administrator, Apprenticeship Training, Employer and Labor Services

November 5, 2002  
Date

9E 008780173  
Registration No.

U



08/18/2015 15:42 FAX 71

004

# United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services  
Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150  
Plainfield, Illinois

For the Trade of Repairer (Heavy)  
Registered as part of the National Apprenticeship Program  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor



*Loi. Chao*  
Secretary of Labor

*Anthony Scurzo*

May 5, 2002

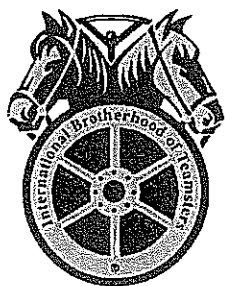
Date

IL012020003

F. 08

FAX NO





## Illinois Teamsters Joint Council No. 25 and Employers Apprenticeship & Training Fund

990 NE Frontage Road, Suite 4, Joliet, IL 60431

Office: (815) 773-0700 Fax: (815) 773-1122

Info@illinoisteamsterstraining.org

April 11, 2017

To Whom It May Concern:

This letter will certify that Swallow Construction Corp, Inc. is currently contributing and is current with its contributions, as of March 2017, for the Trade of Construction Driver (1032), to the Illinois Teamsters Joint Council No.25 and Employers Apprenticeship & Training Fund.

Any questions, please feel free to contact me at (815) 773-0700.

Very Truly Yours,

Rose Wyler

Administrative Assistant

cc: file



# The United States Department of Labor

## Office of Apprenticeship

### Certificate of Registration of Apprenticeship Program Illinois Teamsters Joint Council No. 25 Employers JATF

Joliet, Illinois

For The Trade of: *Construction Driver*

*Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*

**June 22, 2005**

*Date* Revised: April 8, 2016

**IL8151005004**

*Registration No.*



*[Handwritten Signature]*

*Secretary of Labor*

*[Handwritten Signature]*

*Administrator, Office of Apprenticeship*



## Village of Downers Grove

<b>Suspension or Debarment Certificate</b>
--

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 proposal 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.

Company Name: Swallow Construction Corporation

Address: 4250 Lacey Road

City: Downers Grove, IL Zip Code: 60515

Telephone: (630) 512-9900 Fax Number: (630) 512-9902

E-mail Address: anthony@swallowconstruction.net

Authorized Company Signature: 

Print Signature Name: Anthony Rendina Title of Official: President

Date: April 14, 2017

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, attached hereto.


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

Anthony Rending  
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

Village of Downers Grove

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS  
NONDISCRIMINATION IN EMPLOYMENT

To: \_\_\_\_\_  
(Name of union or organization of workers)

The undersigned currently holds contract(s) with \_\_\_\_\_  
(name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contracts(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Contractor or Subcontractor)

\_\_\_\_\_  
(Date)

## Village of Downers Grove

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for* each year    %	Insert goals for* each year    %

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the Village of Downers Grove, Illinois in DuPage County.

\*goals and timetables published from time to time by the Director, Office of Federal Contract Compliance Programs (OFCCP)

## Village of Downers Grove

**CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS  
GOALS FOR MINORITY PARTICIPATION**

(As published in the Friday, October 3, 1980 Federal Register)

FEMALE PARTICIPATION= 6.9% STATEWIDE

County	Percent	County	Percent	County	Percent
Alexander	11.4	Jefferson	11.4	Richland	11.4
Bond	11.4	Jersey	11.4	Rock Island	4.6
Boone	6.3	Jo Davis	0.5	Saline	3.5
Brown	3.1	Johnson	11.4	Sangamon	4.5
Bureau	18.4	Kane	19.6	Schuyler	3.3
Calhoun	11.4	Kankakee	9.1	Scott	4
Carroll	3.4	Kendall	18.4	Shelby	4
Cass	4	Knox	3.3	Stark	3.3
Champaign	7.8	Lake	19.6	St. Clair	14.7
Christian	4	La Salle	18.4	Stephenson	4.6
Clark	2.5	Lawrence	3.5	Tazewell	4.4
Clay	11.4	Lee	4.6	Union	11.4
Clinton	14.7	Livingston	18.4	Vermilion	4.8
Coles	4.8	Logan	4	Wabash	3.5
Cook	19.6	Macon	7.6	Warren	3.3
Crawford	2.5	Macoupin	11.4	Washington	11.4
Cumberland	4.8	Madison	14.7	Wayne	11.4
De Kalb	18.4	Marion	11.4	White	3.5
De Witt	4	Marshall	3.3	Whiteside	3.4
Douglas	4.8	Mason	3.3	Will	20.9
Du Page	19.6	Massac	5.2	Williamson	11.4
Edgar	4.8	McDonough	3.3	Winnebago	6.3
Edwards	3.5	McHenry	19.6	Woodford	4.4
Effingham	11.4	McLean	2.5		
Fayette	11.4	Menard	4.5		
Ford	4.8	Mercer	3.4		
Franklin	11.4	Monroe	14.7		
Fulton	3.3	Montgomery	11.4		
Gallatin	3.5	Morgan	4		
Greene	11.4	Moultrie	4		
Grundy	18.4	Ogle	4.6		
Hamilton	3.5	Peoria	4.4		
Hancock	3.4	Perry	11.4		
Hardin	5.2	Piatt	4.8		
Henderson	3.4	Pike	3.1		
Henry	4.6	Pope	5.2		
Iroquois	18.4	Pulaski	11.4		
Jackson	11.4	Putnam	18.4		

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**41 CFR 60****60-4.1 Scope and Application.**

This part applies to all contractors and subcontractors that hold any Federal or federally assisted construction contract in excess of \$10,000. The regulations in this part are applicable to all of a construction contractor's or subcontractor's construction employees who are engaged in on site construction including those construction employees who work on a non-Federal or non-federally assisted construction site. This part also establishes procedures, which all Federal contracting officers and all applicants, as applicable, shall follow in soliciting for and awarding Federal or federally assisted construction contracts. Procedures also are established which administering agencies shall follow in making any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of Executive Order 11246, as amended. In addition, this part applies to construction work performed by construction contractors and subcontractors for Federal non-construction contractors and subcontractors if the construction work is necessary in whole or in part to the performance of a non-construction contract or subcontract.

[43 FR 49254, OCT. 20, 1978; 43 FR 51404, NOV. 3, 1978]

**60-4.2 Solicitations.**

(a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d) of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this Part 60-4.

(b) All non-construction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements, which are necessary in whole or in part to the performance of the covered non-construction contract.

(c) Contracting officers, applicants and non-construction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.

(d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of

\$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity  
(Executive Order 11246)

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1. The Offeror or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables participation for	Goals for minority each trade	Goals for female participation in each trade
	Insert goals for each year.	Insert goals for each year.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65977, OCT. 3, 1980]

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**60-4.3 Equal Opportunity Clauses.**

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)**

1. As used in these specifications:

a. "Covered area," means the geographical area described in the solicitation from which this contract resulted:

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an

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association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a

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record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore; along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year;

and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from

Government contracts pursuant to Executive Order 11246.

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12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the

Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978, AS AMENDED AT 45 FR 65978, OCT. 3, 1980]

#### **60-4.4 Affirmative Action Requirements.**

(a) To implement the affirmative action requirements of Executive Order 11246 in the construction industry, the Office of Federal Contract Compliance Programs previously has approved affirmative action programs commonly referred to as "Hometown Plans," has promulgated affirmative action plans referred to as "Imposed Plans" and has approved "Special Bid Conditions" for high impact projects constructed in areas not covered by a Hometown or an Imposed Plan. All solicitations for construction contracts made after the effective date of the regulations in this part shall include the notice specified in § 60-4.2 of this part and the specifications in § 60-4.3 of this part in lieu of the Hometown and Imposed Plans including the

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Philadelphia Plan and Special Bid Conditions. Until the Director has issued an order pursuant to § 60-4.6 of this part establishing goals and timetables for minorities in the appropriate geographical areas or for a project covered by Special Bid Conditions, the goals and timetables for minorities to be inserted in the Notice required by 41 CFR 60-4.2 shall be the goals and timetables contained in the Hometown Plan, Imposed Plan or Special Bid Conditions presently covering the respective geographical area or project involved.

(b) Signatories to a Hometown Plan (including heavy highway affirmative action plans) shall have 45 days from the effective date of the regulations in this part to submit under such a Plan (for the director's approval) goals and timetables for women and to include female representation on the Hometown Plan Administrative Committee. Such goals for female representation shall be at least as high as the goals established for female representation in the notice issued pursuant to 41 CFR 60-4.6. Failure of the signatories, within the 45-day period, to include female representation and to submit goals for women or a new plan, as appropriate, shall result in an automatic termination of the Office of Federal Contract Compliance Program's approval of the Hometown Plan. At any time the Office of Federal Contract Compliance Programs terminates or withdraws its approval of a Hometown Plan, or when the plan expires and another plan is not approved, the contractors signatory to the plan shall be covered automatically by the specifications set forth in § 60-4.3 of this part and by the goals and timetables established for that geographical area pursuant to § 60-4.6 of this part.

### 60-4.5 Hometown Plans

(a) A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan: Provided, That each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in § 60-4.3 of this part and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a contractor is not participating in a Hometown Plan for a particular trade if it:

- (1) Ceases to be signatory to a Hometown Plan covering that trade;
- (2) Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
- (3) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations, which are not or cease to be signatories to the same Hometown Plan for that trade;
- (4) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
- (5) Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office

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of Federal Contract Compliance Programs;

(6) Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

(b) Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provision of the Hometown Plan.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

### **60-4.6 Goals and Timetables.**

The Director, from time to time, shall issue goals and timetables for minority and female utilization, which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

[45 FR 65978, OCT. 3, 1980]

### **60-4.7 Effect on Other Regulations.**

The regulations in this part are in addition to the regulations contained in this chapter, which apply to construction contractors and subcontractors generally. See particularly, 41 CFR 60-1.4 (a), (b), (c), (d), and (e); 60-1.5; 60-1.7; 60-1.8; 60-1.26; 60-1.29; 60-1.30; 60-1.32; 60-1.41; 60-1.42; 60-1.43; and 41 CFR Part 60-3; Part 60-20; Part 60-30; Part 60-40; and Part 60-50.

### **60-4.8 Show Cause Notice.**

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive order, any contract clause, specifications or the regulations in this chapter and if administrative enforcement is contemplated, the Director shall issue to the contractor or subcontractor a notice to show cause which shall contain the items specified in paragraphs (i) through (iv) of 41 CFR 60-2.2(c)(1). If the contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): Provided, That where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of enforcement proceedings.

[43 FR 49254, OCT. 20, 1978; 43 FR 51401, NOV. 3, 1978]

### **60-4.9 Incorporation by Operation of the Order.**

By operation of the order, the equal opportunity clause contained in § 60-1.4, the Notice of

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Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in § 60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in § 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

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## SPECIFICATIONS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

(Name of Loan Recipient) \_\_\_\_\_

I. Disadvantaged Business Enterprise Policy

- A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses. In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.
- B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the (Name of Loan Recipient) \_\_\_\_\_ policy and procedures for complying with these requirements.
- C. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

II. Pre-Contract Award Obligations

- A. Bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance non-responsive.
- B. To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. The documentation requirements are outlined in Section III.
- C. (Name of Loan Recipient) \_\_\_\_\_ disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

III. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

- A. As a prerequisite to demonstrate compliance with the (Name of Loan Recipient) \_\_\_\_\_ disadvantaged business policy, ALL bidders shall provide the following with its bid:
  1. Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract.  
OR
  2. "Certification of publication," or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from the "key" newspaper utilized by each bidder based upon the projects locality (reference attached map of Illinois identifying the "key" newspaper to be utilized by each region). The advertisement (reference attached "suggested" advertisement) must run one day at least (16) days prior to bid opening.
  3. List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal.
  4. List of disadvantaged businesses not being utilized and justification for non-utilization.
  5. Certification from the Bidder that Form 6100-2 (DBE Subcontractor

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Participation Form) has been provided to DBE subcontractors being utilized.

6. Completed and signed copies of Forms 6100-3 (DBE Subcontractor Performance Form) and Form 6100-4 (DBE Subcontractor Utilization Form).
7. Completed and signed certification from the bidder(s) utilizing disadvantaged businesses, attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that is proposed to be utilized (reference attached certification for the information necessary).
8. In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (reference attached certification for information necessary).

NOTE: Data Sheet #1 may be used for this purpose.

Failure to submit the documentation pursuant to the requirements of A (1-8) above may cause rejection of the bid as non-responsive.

- B. The low, responsive bidder will be deemed responsible with respect to the disadvantaged business requirements if:

1. The low, responsive bidder submits Form 6100-3 (DBE Subcontractor Performance Form) and Form 6100-4 (DBE Subcontractor Utilization Form).

Failure to submit the documentation pursuant to the requirements of B(1) above may cause rejection of the bid as non-responsible.

Where the bidder is considered non-responsive under this subsection, the owner will promptly advise the bidder, in writing, of the basis for the non-responsibility determination.

#### IV. Sanctions

- A. The (Name of Loan Recipient) \_\_\_\_\_ may reject one or all bids where the information submitted by the bidder(s) fails to objectively demonstrate compliance with the disadvantaged business requirements (i.e., failure to place the pre-bid advertisement by the bidder(s) at least (16) days prior to bid opening shall not be considered as objectively demonstrating compliance with the disadvantaged business requirements).
- B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.
1. Declare the bidder and/or subcontractor non-responsive and therefore ineligible for contract award.
  2. Disallow all contract costs associated with non-compliance.
  3. Refer any matter, which may be fraudulent to the Illinois Attorney General.
  4. Refer any matter, which may lead to criminal prosecution of a claim for funds to the Illinois Attorney General.

#### V. Post-Contract Award Compliance

- A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12 % for WBEs.
- B. After award of the prime contract copies of all disadvantaged business related sub-agreements between the prime contractor and subcontractors shall be submitted to the

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owner.

- C. Subsequent to Bid Submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

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**Bidder Certification**

I \_\_\_\_\_, do hereby certify that:  
(Name)

1. I am \_\_\_\_\_ of the \_\_\_\_\_  
(Position) (Firm)  
and have authority to execute this certification on behalf of the firm;

2. This firm will award no sub-agreements, including the procurement of equipment, materials, supplies, and services, in the performance of this contract.

Name of Firm \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal (where appropriate)

Village of Downers Grove

**Suggested Disadvantaged Business  
Advertisement for Construction Contractors**  
*See Attached Ad.*

Notice to Disadvantaged Businesses

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, is  
(Name of Company) (Address of Company) (Telephone)

seeking disadvantaged businesses for the \_\_\_\_\_  
(Name of Loan Recipient)

Project for subcontracting opportunities in the following areas: \_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_.

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested),

\_\_\_\_\_ to discuss the subcontracting opportunities. All negotiations must  
(Company Contact Person)

be completed prior to bid opening \_\_\_\_\_.  
(Date of Bid Opening)

\*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.

# Chicago Tribune

Sold To:  
Swallow Construction Company - CU00042611  
4250 Lacey Rd  
Downers Grove, IL 60515

Bill To:  
Swallow Construction Company - CU00042611  
4250 Lacey Rd  
Downers Grove, IL 60515

Classified Advertising: 4857030

Certificate of Publication:

Chicago Tribune Company hereby certifies that it is the publisher of the Chicago Tribune; that the Chicago Tribune is an English language newspaper of general circulation, published daily in the City of Chicago, County of Cook and State of Illinois; that the Chicago Tribune has been so published continuously for more than one year prior to the date of first publication mentioned below and is further a newspaper as defined in Ill. Rev. Stat. Ch. 100, SS 5 & 10; that the undersigned is the duly authorized agent of the Chicago Tribune Company to execute this certificate on its behalf; and that a notice of which the annexed is a true copy was printed and published in said newspaper

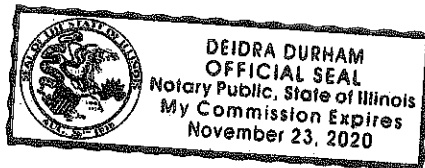
On the following days, to-wit: Mar 24, 2017.

Executed at Chicago, Illinois on this

Day of MAR 24 2017, by  
Day Month Year

Chicago Tribune Company

*[Signature]*  
Name of Signer  
*[Signature]*  
Notary Public





# Chicago Tribune

## NOTICE TO DISADVANTAGED BUSINESSES

Swallow Construction, 4250 Lacey Road Downers Grove IL, 630-512-9900, is seeking disadvantaged businesses for 2017 Water Main Improvements Contract A; and 2017 Water Main Improvements Contract B; Downers Grove, Illinois. Subcontracting opportunities in the following areas: Asphalt Paving, Landscape, Trucking, Striping, Traffic Control and Concrete. All disadvantaged business should contact, IN WRITING, (certified letter, return receipt requested) Bob Gatto, to discuss the subcontracting opportunities. All negotiations must be completed prior to the bid opening April 14, 2017 @ 10:00 am April 14, 2017 @ 10:30 am. Proposals shall be evaluated and awarded to the lowest responsive bidder.





## Village of Downers Grove

**Data Sheet #1 Disadvantaged Business Participation Documentation**

- 1) Completed and signed certification from bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract.

OR

- 2) "Certificate of publication, or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from the "key" newspaper utilized by each bidder based upon the projects locality.  
 Dates of bidder advertisement: \_\_\_\_\_  
 Date of bid opening: \_\_\_\_\_
- 3) List of all disadvantaged business enterprises (DBE) and non-DBE's that submitted proposals to the bidder. Specify as DBE\*, along with the type of DBE, or non-DBE\* with the following information:  
 Name of Company:  
 Name of Owners:  
 Address of Company:  
 E-mail Address of Company:  
 Telephone Number:  
 Date of Proposal:  
 \* \_\_\_\_\_ Business \_\_\_\_\_ Type of DBE:  
 Description of work to be performed  
 (Furnish data for additional subcontractors on plain bond paper).
- 4) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided.  
 (If necessary, furnish data on plain bond paper.)
- 5) Certification from the Bidder that Form 6100-2 (DBE Subcontractor participation Form) has been provided to DBE subcontractors being utilized.
- 6) Completed and signed copies of Forms 6100-3 (DBE Subcontractor Performance Form) and Form 6100-4 (DBE Subcontractor Utilization Form). Only applies if using DBE subcontractors.
- 7) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized.
- 8) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.

Village of Downers Grove

**Bidder Certification Regarding the Use of Disadvantaged Businesses**

I, Anthony Rendina, do hereby certify that:  
Name

1. I am President of the Swallow Construction Corporation and have authority to execute this certification on behalf of the firm;
2. This firm, its partners or directors and officers does not possess a controlling interest in ownership or conflict of interest or any other authority to control the disadvantaged business to be used during the performance of the contracts.
3. Form 6100-2 (DBE Subcontractor Participation Form) has been provided to all disadvantaged subcontractors being utilized.

Name of Firm Swallow Construction Corporation

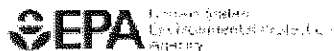
Signature [Handwritten Signature]

Title President

Date April 14, 2017

Corporate Seal (where appropriate)

Village of Downers Grove



OMB Control No: 1040-0038  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g. in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

Village of Downers Grove



OMB Control No. 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Performance Form

This form is intended to capture the DBE subcontractor's description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	

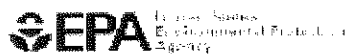
Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA	Meets/exceeds EPA certification standards?
<input type="checkbox"/> Other: _____	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.104-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

Village of Downers Grove



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE subcontractors<sup>1</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors		___ YES		___ NO	
If yes, please complete the table below. If no, please explain:					
Subcontractor Name / Company Name	Company Address / Phone / Email			Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

Village of Downers Grove

**Bidder Certification for Advertisement Regarding Subcontracting Opportunities for Disadvantaged Businesses**

I, Anthony Bending, do hereby certify that:  
(Name)

1. I am President of the Swallow Construction Corporation and have authority to  
Name Firm  
execute this certification on behalf of the firm;

2. This firm did not receive any proposals from disadvantaged businesses, prior to bid opening  
April 14, 2017  
Date of Bid Opening

Name of Firm Swallow Construction Corporation

Signature [Signature]

Title President

Date April 14, 2017

Corporate Seal (where appropriate)

## Village of Downers Grove

**Certification Regarding Debarment, Suspension and Other Responsibility Matters**EPA Project Control #: IEPA17B

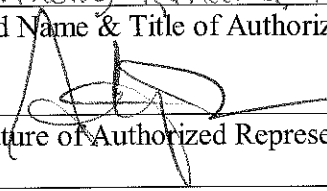
United States Environmental Protection Agency  
Washington, DC 20460

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal 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; 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.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Anthony Rending, President  
(Typed Name & Title of Authorized Representative)

  
(Signature of Authorized Representative) (Date)

April 14, 2017

I am unable to certify the above statements. My explanation is attached.

EPA FORM 5700-49 (11-88)

## Village of Downers Grove

**Instructions**

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or sub-agreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

**Where to Submit**

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

**How to Obtain Forms:**

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

**Additional copies/assistance may be requested from:**

Compliance Branch  
Grants Administration Division (PM-216F)  
U.S. Environmental Protection Agency  
401 M Street, SW  
Washington DC 20460  
(Telephone: 202-475-8025)

EPA Form 5700-19 (11-88)

## Village of Downers Grove

## U.S. ENVIRONMENTAL PROTECTION AGENCY

## CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 that are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

April 14, 2017

Signature Date

Name and Title of Signer (Please type)

Anthony Rendina, President

Firm Name

Swallow Construction Corporation

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Village of Downers Grove

Bidder Certification  
In Compliance with Article 33E to the  
"Criminal Code of 1961"

I Anthony Rendina, do hereby certify that:  
Name

1. I am President of the Swallow Construction Corporation  
Position Firm  
and have authority to execute this certification on behalf of the firm

2. This firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Criminal Code of 1961."

Name of Firm Swallow Construction Corporation

Signature [Handwritten Signature]

Title President

Date April 14 2017

Corporate Seal (where appropriate)

On this 14 day of April 2017, before me appeared (Name)

Anthony Rendina to me personally known,  
who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly

authorized by (Name of Firm) Swallow Construction Corporation to execute the affidavit and did  
so as his or her free act and deed.

Notary Public Sandra L. Chiquet Commission Expires 07/12/2017

Notary Seal



## Village of Downers Grove

**Bidder Certification Regarding the Use of  
American Iron and Steel Products**

Anthony Rending, do hereby certify that:  
Name

1. I am President (title) of the Swallow Construction Corporation (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014.
3. This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publically owned treatment works (POTW) or public water systems.
4. This firm understands the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
5. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Firm Swallow Construction Corporation  
 Signature [Handwritten Signature]  
 Title President  
 Date April 14, 2017

Corporate Seal (where appropriate)

## Village of Downers Grove

**Use of American Iron and Steel**

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term 'iron and steel products' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the 'Administrator') finds that--

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

## Village of Downers Grove

## Sample Certification

The following information is provided as a sample letter of step certification for ABS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

## Village of Downers Grove



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

DATE: 11/13/17

**DECISION MEMORANDUM**

**SUBJECT:** De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAAL 2014)

**FROM:** Nancy K. Stoner  
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the "American Iron and Steel (AIS)" requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(a)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may not rise to more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel" (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 12, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, "[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency... finds that— (1) applying subsection (a) would be inconsistent with the public interest." 436(b)(1).

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

Village of Downers Grove 11/13/17  
Nancy K. Stoner, Acting Assistant Administrator

## Village of Downers Grove

Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business. For other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner head, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

- What percentage of total project costs were consumables or incidental costs?
- What percentage of materials costs were consumables or incidental costs?
- Did these percentages vary by type of project (drinking water vs. wastewater treatment plant vs. pipe)?

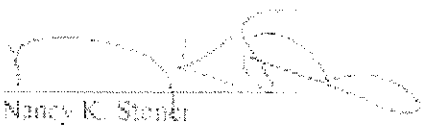
The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

Village of Downers Grove

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at [connortimothy@epa.gov](mailto:connortimothy@epa.gov) or (202) 556-1059 or Kirsten Anderson, Environmental Engineer, Drinking Water Protection Division, at [anderson.kirsten@epa.gov](mailto:anderson.kirsten@epa.gov) or (202) 364-5134.

Issued on: APR 15 2014

Approved by:   
Nancy K. Stoner  
Acting Assistant Administrator

## Village of Downers Grove

**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.  Certification of Qualifications
11.  Vendor request form W-9 completed.
12.  Affidavit (IDOT Form BC-57, or similar).
13.  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.

Village of Downers Grove

**NOTICE OF INTENT TO AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated \_\_\_\_\_ and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of \_\_\_\_\_.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this day of \_\_\_\_\_

\_\_\_\_\_  
OWNER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Village of Downers Grove

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: \_\_\_\_\_  
\_\_\_\_\_

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 20\_\_\_\_ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Owner)  
By \_\_\_\_\_  
Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by \_\_\_\_\_,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
Title \_\_\_\_\_

**NOTICE TO PROCEED**

Village of Downers Grove

To: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_  
 \_\_\_\_\_, 20 \_\_\_\_\_, on or before \_\_\_\_\_, 20 \_\_\_\_\_, and you are to  
 complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter.  
 The date of completion of all WORK is therefore \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
 (Owner)

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_ ,  
 this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

Village of Downers Grove

Change Order

No. \_\_\_\_\_

Date of Issuance	Effective Date
Project	Owner
Contract	Owner's Contract No.
Contractor	Date of Contract
	Engineer's Project No.

The Contract Documents are modified as follows upon execution of this Change Order:

Description

Attachments (Justification and cost breakdown)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
(Increase) (Decrease) from previously approved Change Orders No. _____ to No. _____	(Increase) (Decrease) from previously approved Change Orders No. _____ to No. _____
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
(Increase) (Decrease) of this Change Order	(Increase) (Decrease) of this Change Order
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Contract Price incorporating this Change Order	Contract Times with all approved Change Orders
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____

RECOMMENDED	ACCEPTED	ACCEPTED:
By _____ <small>(Employer/Architect Signature)</small>	By _____ <small>Owner (Authorized Signature)</small>	By _____ <small>Contractor (Authorized Signature)</small>
Date _____	Date _____	Date _____
Approved by _____ Agency if applicable		Date _____

ICC, INC. The Construction Contract Documents Committee and endorsed by the Association of General Contractors of America, and the Construction Specifications Institute.



1005 W Laraway Rd  
New Lenox, IL 60451  
P: (815) 485-4100  
F: (815) 485-2936

*HUB International Limited*

[www.hubinternational.com](http://www.hubinternational.com)

Date: April 5, 2017

Attn: To whom it may concern

From: Kevin J. Scanlon

RE: Swallow Construction Corporation, 4250 Lacey Road, Downers Grove, IL 60515

Please be advised that we will be able to provide insurance as required in the contract documents for the Village of Downers Grove (2017 Water Main Improvements Contract B) if the job is awarded to the above insured.

Any questions, feel free to contact our office. Thank you!

Kevin J. Scanlon

A handwritten signature in black ink, appearing to read "K J Scanlon".

KJS/mh





April 14, 2017

Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, IL 60515

Re: Swallow Construction Corporation – 2017 Water Main Improvements Contract B

To Whom It May Concern:

It is our understanding that Swallow Construction Corporation, intends to submit a bid proposal to you for the above referenced project.

As surety for Swallow Construction Corporation, the Hudson Insurance Company, at the request of Swallow Construction Corporation and subject to our normal underwriting considerations, will issue the required bid bond, and if Swallow Construction Corporation is awarded the contract a performance and payment bond will be issued on the forms provided by the owner in the full amount of the contract. It is understood that a surety relationship is strictly a matter between the surety and the principal and we cannot be held responsible to any third parties or to our principal itself if for whatever reason we elect not to execute a bond.

Hudson Insurance Company has a group rating of A XV according to A.M. Best, is listed in the U.S. Treasury Circular as an approved surety and is licensed to transact surety business in all of the United States

Sincerely,

Hudson Insurance Company

By: \_\_\_\_\_

Kevin J. Scanlon, Attorney-in-fact





# Illinois Department of Transportation

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

## Affidavit of Availability For the Letting of 4/14/2017

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

### Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	1609	1611	1701	1702		
Contract With	C. Elmhurst	V. Sugar Grove	V. Streamwood	V. Crestwood	Forest Preserve	
Estimated Completion Date	5/20176	5/2017	5/2017	8/2017		
Total Contract Price	2,108,151.25	1,629,956.10	555,256.00	849,760.00	672,923.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	7,500.00	156,645.00	172,962.00	849,760.00		\$1,186,867.00
Uncompleted Dollar Value if Firm is the Subcontractor						
<b>Total Value of All Work</b>						<b>\$1,186,867.00</b>

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

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

					Accumulated Totals
Earthwork				25,000.00	\$25,000.00
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Highway, R.R. and Waterway Structures					
Drainage	0.00	70,000.00	161,312.00	663,330.00	\$894,642.00
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings (Paint)					
Other Construction (List)					
					\$ 0.00
<b>Totals</b>		<b>\$70,000.00</b>	<b>\$161,312.00</b>	<b>\$688,330.00</b>	<b>\$919,642.00</b>

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



Part III. Work Subcontracted to Others.

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

	1	2	3	4	Awards Pending
Subcontractor	Bulls Eye	Carrera	Conin	Beverly	
Type of Work	Jack In Place	Concrete	Landscaping	Landscaping	
Subcontract Price	97,440.00	33,472.00	10,875.00	68.75	
Amount Uncompleted	0.00	0.00	10,875.00	68,750.00	
Subcontractor	G & V Const	Lord	Traffic Ctrl & Pro	Gallahger	
Type of Work	Concrete	Erosion Barrier	TC & P	Asphalt	
Subcontract Price	21,104.00	14,000.00	2,500.00	19,055.00	
Amount Uncompleted	0.00	0.00	775.00	19,055.00	
Subcontractor	Homer Tree	RJ Underground	A&A Cartage	Carrera	
Type of Work	Tree	Directional Drill	Hauling	Concrete	
Subcontract Price	14,922.77	796,132.00	38,765.00	6,300.00	
Amount Uncompleted	0.00	0.00	0.00	6,300.00	
Subcontractor	JA Johnson	Reliable Landscapi		RJ Underground	
Type of Work	HMA	Landscaping		Direct Bore	
Subcontract Price	72,843.00	78,905.00		47,525.00	
Amount Uncompleted	0.00	78,905.00		47,525.00	
Subcontractor	Okeh	Geneva Const		Bull's Eye	
Type of Work	Electrical	HMA		Jack In Place	
Subcontract Price	62,400.00	7,740.00		19,800.00	
Amount Uncompleted	7,500.00	7,740.00		19,800.00	
Total Uncompleted	\$7,500.00	\$86,645.00	\$11,650.00	\$161,430.00	

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

Subscribed and sworn to before me

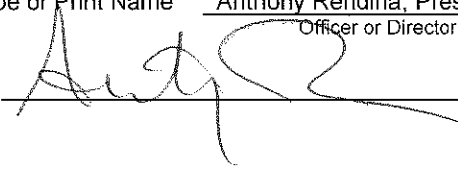
this 14 day of April, 2017

Type or Print Name Anthony Rendina, President

Officer or Director

Title

Signed



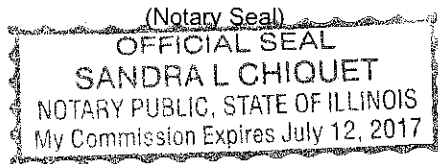
  
Notary Public

My commission expires 07/12/2017

Company Swallow Construction Corporation

Address 4250 Lacey Road

Downers Grove, IL 60515







# Village of Downers Grove

## Contractor Evaluation

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Contractor: Swallow Construction

Project: WA-028, 2014 Watermain Improvements Contract A

Primary Contact: Anthony Rendina Phone: (630) 512-9900

Time Period: April 2014 to July 2014

On Schedule (allowing for uncontrollable circumstances)  Yes  No

Provide details if early or late completion: time extension granted for completion of restoration items

Change Orders (attach information if needed): CO processed for project completed under original contract amount

Difficulties / Positives: good communication with staff; good workmanship; worked well with staff to reduce contract items and total contract amount due to roadway program improvements that immediately followed the watermain improvements in the same area

Interaction with public:

Excellent  Good  Average  Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied  Satisfied  Not Satisfied

Reviewers: Nate Hawk

Date: 2/3/15

1) *A survey of nearby / comparable communities was taken regarding the use of plumbing inspectors to perform and/or inspect service connections:*

The Village contacted five municipalities: Westmont, Elmhurst, Schaumburg, Clarendon Hills and Naperville. None of these municipalities have this requirement.

2) *The number of service connections that have been completed as part of our watermain replacement projects over the last 10 years, and how many of these have failed is represented below:*

Staff reviewed the records and found only one water service out of 1,529 installed since 2007 leaked and needed to be repaired.

Year	FEET OF WATERMAIN REPLACED	NUMBER OF SERVICES REPLACED
2007	3,666	65
2008	7,307	67
2009	12,661	260
2010	3,400	75
2011	550	0
2012	25,950	443
2013	9,710	95
2014	13,680	263
2015	6,900	125
2016	8,089	136
Totals	91,913	1,529

3) *What is the cost of complying with this requirement, if we were to amend our bid specifications?*

The classification of employee who installs underground utilities and is not operating machinery is a Laborer. The prevailing base wage of a Laborer in DuPage County is \$40.20/hour. The prevailing base wage for a Plumber in DuPage County is \$48.25/hour. If we assume a two-person crew installing the connection from the main to the b-box, and one crew members is a plumber, and two hours per connection, the cost of labor would increase approximately 5%, or an additional \$16/connection.