

VILLAGE OF DOWNERS GROVE
Report for the Village
6/5/2018

SUBJECT:	SUBMITTED BY:
2018 Water Facilities and District 58 Pavement Improvements	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for 2018 Water Facilities and District 58 Pavement Improvements for Village and School District 58 locations to Abbey Paving & Sealcoating Co., Inc. of Aurora, IL in the amount of \$197,991.68.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Top Quality Infrastructure*.

FISCAL IMPACT

This contract includes a total of \$197,991.68 in pavement improvements for two agencies:

- Village of Downers Grove \$125,731.00
- Downers Grove School District 58 \$72,260.68

The FY18 budget includes \$100,000 in the Water Fund (Page 4-35, Line 21) for the maintenance and improvements of water facility sites. There are available funds in the Water Fund to complete the additional work included in this contract.

RECOMMENDATION

Approval on the June 12, 2018 consent agenda.

BACKGROUND

This scope of the project consists of the resurfacing and reconstruction of pavements, sidewalk removal and replacement, asphalt patching, and site restoration at the Finley Avenue Water Tower and School District 58 Lester Elementary School.

An Intergovernmental Agreement, dated May 6, 2014 with a term of five years, with Downers Grove School District 58 provides for reimbursement to the Village for the cost of improvements to District 58 properties. The contract amount that the Downers Grove School District 58 will be responsible for will be \$72,260.68 for improvements at the Lester Elementary School.

A call for bids (CFB) was issued and published in accordance with the Village's Purchasing Policy. Two bids were received on May 4, 2018 and a synopsis of the bids is as follows:

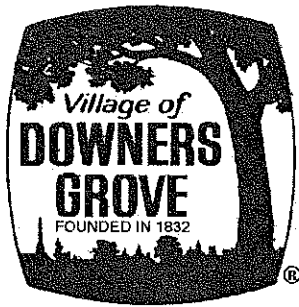
Contractor	Total Bid
Abbey Paving & Sealcoating Co., Inc.	\$197,991.68
A Lamp Concrete Contractors	\$214,248.65

Staff recommends award of the bid contract to Abbey Paving & Sealcoating Co., Inc. Abbey Paving has satisfactorily completed various projects for other local municipalities, including parking lot replacement and resurfacing for the communities of Glenview, Wheaton, and Aurora.

ATTACHMENTS

Contract Documents

Village of Downers Grove – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: _____
- II. Instructions and Specifications:
- A. Bid No.: WP-010-18
 - B. Demandstar Bid No.: CFB-0-25-2018/tt
 - C. For: 2018 WATER FACILITIES AND DISTRICT 58 PAVEMENT IMPROVEMENTS
 - D. Bid Opening Date/Time: FRIDAY, MAY 4, 2018 @ 9:00AM
 - E. Pre-Bid Conference Date/Time: FRIDAY, APRIL 27, 2018 @ 9:00AM (OPTIONAL)
 - F. Pre-Bid Conference Location: 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: FRIDAY, APRIL 20, 2018

This document comprises 59 pages

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

NATE HAWK
 STAFF ENGINEER II
 VILLAGE OF DOWNERS GROVE
 5101 WALNUT AVENUE
 DOWNERS GROVE, IL 60515
 PHONE: 630/434-5467
 FAX: 630/434-5495
www.downers.us

Village of Downers Grove – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

CALL FOR BIDS – FIXED WORKS PROJECT

Bid No.: WP-010-18

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

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

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

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

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

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

Village of Downers Grove – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

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, MAY 4, 2018 @ 9:00AM.
 - 1.2 Defined Terms:
 - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder’s completed proposal, bonds and all required certifications.
 - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
 - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
 - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
 - 1.2.6 Work – the construction or service defined herein.
 - 1.2.7 Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.
 - 1.2.8 Proposal Guaranty – the required bid deposit.
 - 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
 - 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Nate Hawk, 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.

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- 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.

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10. AWARD OF CONTRACT

- 10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder)
- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of 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. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq, and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

26. SEXUAL HARASSMENT POLICY

- 26.1 The 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 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.

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- 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 comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

28. DRUG FREE WORK PLACE

28.1 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

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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.

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

30. PREVAILING WAGE ACT

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

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Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

- 30.2 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.
- 30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 30.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

31. PATRIOT ACT COMPLIANCE

- 31.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in,

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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
		<i>(Applicable on a Per Project Basis)</i>
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.

32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.

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- 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”, and “Downers Grove School District 58, 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 or Downers Grove School District 58 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 and Downers Grove School District 58 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

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of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

33. INDEMNITY AND HOLD HARMLESS AGREEMENT

33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.

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

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

- 36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.
- 36.3 As this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 36.4 Please send all invoices to the attention of: Village of Downers Grove Public Works, 5101 Walnut Avenue, 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

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thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

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

41. CAMPAIGN DISCLOSURE

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

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

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

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

42. GUARANTEE PERIOD

- 42.1 The Contractor shall 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.

43. SUCCESSORS AND ASSIGNS

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

44. WAIVER OF BREACH OF CONTRACT

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

45. CHANGE ORDERS

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

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increase in writing.

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

46. SEVERABILITY OF INVALID PROVISIONS

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

47. GOVERNING LAW

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

48. NOTICE

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

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

And to the Contractor as designated on the Contract Form.

49. AMENDMENT

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

50. COOPERATION WITH FOIA COMPLIANCE

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

51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

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

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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, 2018; and
 - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised January, 2017; and
 - 1.1.4 Standard Detail Drawings, Village of Downers Grove, Illinois revised January, 2018.
- 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.

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4. PROSECUTION AND PROGRESS

4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:

4.1.1 The Contractor shall schedule his work such that all improvements shall be complete by **August 3, 2018**. 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 Proposed improvements shall not begin before **June 11, 2018** and shall be 100% complete by the date specified in Section 4.1.1.

4.1.3.1.2 For the period prior to turf restoration, the Contractor shall backfill and grade all disturbed areas so as to insure the safety of the general public. Turf areas shall be left in a safe, clean and usable condition conducive to foot traffic and to the satisfaction of the Village and Downers Grove School District 58. The Contractor shall protect these unfinished areas against erosion and work to keep them weed free.

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

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document (Billing and Payment Procedures.)

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

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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

The 2018 Water Facilities and District 58 Pavement Improvements Project shall generally consist of the following:

- Reconstruction of approximately 1,165 SY of HMA pavement
- Resurfacing of approximately 1,725 SY HMA playground pavement
- Security fence removal and reinstallation
- Curb removal and replacements
- Sidewalk removal and replacement
- All other collateral work such as turf 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 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 residential neighborhood street and utility removal and reconstruction. The Bidder must submit the following information for itself and for any proposed sub-contractor including, but not limited to, Security Fence Removal and Reinstallation Sub-Contractor:

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- a. Similar Project Experience
 - i. Bidder must be able to provide, upon request, 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

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format.

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

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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-7: STREET SWEEPING AND DUST CONTROL

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

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

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

STREET SWEEPING AND DUST CONTROL,

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

SP-8: EROSION AND SEDIMENTATION CONTROL

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

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All downstream ditches shall be protected from erosion and sedimentation by the installation of an Engineer-approved compost filter sock. 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 a compost filter sock. Storm sewer inlet structures or manholes shall be protected by temporary placement of filter baskets or compost filter socks 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. All erosion and sedimentation control items must reference and be in accordance with the SWPPP standards and documentation. All contractors will be required to sign a document acknowledging this procedure. Any specific work done by each Contractor must comply with any SWPPP regulations. If erosion control items are deemed by the Engineer to not be in compliance and need to be replaced or repaired due to construction activities of each Contractor following the installation of initial erosion and sediment control items, these items shall be incidental to each Contractors' overall contract work.

Perimeter Erosion Barrier: Work shall consist of supplying, placement, maintenance, and removal of compost filter socks as shown on the plans or as directed by the Engineer. Perimeter Erosion Barrier shall be

Inlet Filters: Work shall consist of supplying, installing, maintaining/cleaning, and removal of inlet filters as shown on the plans or as directed by the Engineer. Inlet filters shall be ADS FLEXSTORM CATCH-IT IL Inlet Filters, or approved equal.

Basis of Payment: This work will be paid for at the contract **FOOT and EACH** price, respectively, for:

PERIMETER EROSION BARRIER

and

INLET FILTERS,

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

SP-9: STORM SEWER REMOVAL (SIZE SPECIFIED)

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

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

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

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the SSRBC.

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

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

STORM SEWER REMOVAL (SIZE SPECIFIED),

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

SP-10: DRAINAGE STRUCTURE TO BE REMOVED

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

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

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

DRAINAGE STRUCTURES TO BE REMOVED,

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

SP-11: MANHOLES, CATCH BASINS, AND INLETS (SIZE AND TYPE SPECIFIED)

This work shall consist of the installation of precast concrete drainage structures with a cast-in, clamp-on type flexible boot meeting ASTM C923 requirements, of the size and type shown on the plans or specified by the Engineer. Included in the contract unit price shall be all excavation, removal and disposal of existing storm structures, bedding, supplying and compacting of backfill materials. Backfill materials for new structures shall be CA-6 aggregate mechanically compacted. Unless otherwise specified, all manholes, catch basins, and inlets and shall be their respective Type A design with cast-in-place, clamp-on type, flexible rubber boot(s).

All structures in excess of four feet in depth shall be equipped with cast iron steps meeting the standards of ASTM A48.

Precast sections shall conform with ASTM C 478 and shall be substantially free from fractures, large or deep cracks and surface roughness. Slabs shall be sound and free from gravel pockets. Joints between precast sections shall be designed for rubber gaskets or bituminous mastic material.

Adequate foundation for all structures shall be obtained by removal and replacement of unsuitable materials with well graded granular material; or by tightening with coarse ballast rock, or by such other means as provided for foundation preparation of the connected sewers.

Precast base sections shall be placed on a well graded granular bedding of not less than two (2) inches in

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thickness. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and support of the precast element.

All lift holes shall be completely filled with mortar to ensure water tightness.

Castings shall be set in mortar or bituminous mastic beds. The adjustment of the casting to the required final grade shall be made with precast concrete adjusting rings. Maximum adjustment with rings shall be twelve inches (12"). Brick, concrete block, or wooden shims will not be permitted. Pre-cast concrete adjusting rings shall be set in mortar or bituminous mastic beds.

In pavements, frames shall be heavy duty Type 1 with either Type B closed lids or Type 11 frame and grates.

This work will be paid for at the contract unit price per **EACH** for:

INLET, TYPE A, TYPE 1 FRAME, OPEN LID,

which price shall include all material, labor, and equipment necessary to complete the work.

SP-12: CONNECT EXISTING STORM SEWER TO PROPOSED STRUCTURE, (SIZE SPECIFIED)

This work shall consist of the connection of existing storm sewer to proposed manholes, catch basins or inlets. Removed or extended pipes shall be replaced with new pipe of the same size and type and connected to the proposed structure. Connections to existing pipes shall be made using a band seal, concrete collar or other approved method.

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

CONNECT EXISTING STORM SEWER TO PROPOSED DRAINAGE STRUCTURE, (SIZE SPECIFIED)

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

SP-13: EXCAVATION, SPECIAL

This work shall consist of the excavation, removal and disposal of all pavement, sub-base and subgrade materials as required to meet the lines and subgrades to the depth of all proposed items including but not limited to, unless shown to be paid for separately, proposed roadways, ditching, roadway shoulders, driveway aprons, concrete sidewalks, and asphalt pathways in accordance with Section 202 and Section 440 of the Standard Specifications and as specified herein. Any other earthwork shown on the plans in the roadway or parkway but not specifically called out shall be **INCIDENTAL**. Piles of excavated material are not allowed to be stored onsite.

This item shall include all full depth straight joints that shall be sawn at the ends and all edges of portions to be removed.

Method of Measurement: This work will not be measured for payment. Payment will be based on Contract Quantities. By submission of a bid, Contractor agrees on Contract Quantity.

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The removal and disposal of unsuitable materials (undercut) to allow POROUS GRANULAR EMBANKMENT SUBGRADE to be installed below proposed sub-base granular as necessary and as directed by the Engineer will be paid for separately at the contract unit price per CUBIC YARD of REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.

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

EXCAVATION, SPECIAL,

which shall include all labor, materials and equipment necessary to do the work.

SP-14: REMOVAL OF EXISTING TIMBER PLAYGROUND WALL

This work shall consist of the excavation, removal and disposal of existing timber playground wall and all associated components of the wall as shown on the plans or as directed by the Engineer. This item shall include all sawcuts of the existing timber wall or existing pavement as needed in order to properly remove the wall completely. Piles of removed or excavated material are not allowed to be stored onsite.

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

REMOVAL OF EXISTING TIMBER PLAYGROUND WALL,

which shall include all labor, materials and equipment necessary to do the work.

SP-15: PCC PLAYGROUND WALL

Description. This work shall consist of the excavation for placement, furnishing of materials, and installation of a PCC Playground Wall. All Concrete shall be placed by methods and materials as specified in Articles 606 and 1020 of the SSRBC, except as amended herein.

Excavation to the proposed subgrade depth and removal of spoils shall be included in the cost of the wall installation. The PCC Playground Wall shall be placed on a bed of six inches compacted CA-6 Aggregate.

Backfill shall consist of CA-6 aggregate and shall be included in PCC Playground Wall installation. Backfill shall be tamped in place with a mechanical tamper.

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

PCC PLAYGROUND WALL

which price shall include all costs for labor, equipment, materials, and incidentals necessary to perform the work.

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SP-16: REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

Subgrade preparation shall include the removal of unsuitable surface conditions including pavement materials, vegetation, high organic content topsoil, root matter and other deleterious conditions which may be encountered. The subgrade soils (including soils in the conduit trenches) shall be proof-rolled and the soils compacted to a minimum of 95% compaction based on the standard proctor, AASHTO T-99 or ASTM D-698, within 1.0 foot of the surface. Proof-rolling and compaction will not be paid for separately, but will be considered as an incidental expense.

When proof-rolling reveals unstable soil conditions, these soils shall be removed. Removal and disposal of all surplus, unstable and unsuitable materials and organic waste below the design sub-grade shall be performed in such a manner that public or private property will not be damaged or endangered. Removal and Disposal of Unsuitable Material shall conform to applicable portions of Section 202 of the IDOT Standard Specifications. The quantity is provided for estimated purposes only, and adjustments to unit prices will not be allowed based on actual quantities.

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

REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL,

and shall include all labor, equipment and materials necessary to perform the work as specified.

SP-17: POROUS GRANULAR EMBANKMENT, SUB-GRADE

This work shall consist of placing and compacting porous granular material installed on geotextile fabric to the lines and grades shown on the plans or as directed by the Engineer in accordance with the applicable portions of Section 207 of the IDOT Standard Specifications. The material shall be used as a bridging layer over soft, unstable or loose soil areas and for placement under water.

The geotextile fabric shall be in accordance with the specifications contained in Article 1080.02 of the IDOT Standard Specifications. The PGE material shall conform to Article 1004.05 of the IDOT Standard Specifications except the gradation shall be as follows:

1. Crushed Stone, Crushed Blast Furnace Slag, and Crushed Concrete

Sieve Size	Percent Passing
*6"	97 ± 03
*4"	90 ± 10
2"	45 ± 25
#200	5 ± 5

2. Gravel, Crushed Gravel and Pit Run Gravel

Sieve Size	Percent Passing
*6"	97 ± 03

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*4"	90 ± 10
2"	45 ± 25
#4	30 ± 20
#200	5 ± 5

*For undercut greater than eighteen inches (18"), the percent passing the 6" sieve may be 90 ± 10, and the 4" sieve requirements eliminated.

The porous granular material shall be placed in one lift when the total thickness to be placed is 6" or less or as directed by the Engineer. Each lift of the porous granular material shall be rolled with a vibratory roller meeting the requirements of Article 1101.01 of the IDOT Standard Specifications to obtain the desired keying or interlock and compaction. The Engineer shall verify that adequate keying has been obtained.

A 3" nominal thickness top lift of capping aggregate having a gradation of CA-6 will be required when Sub-base Granular Material is not specified in the contract and Porous Granular Embankment, Sub-Grade will be used under the pavement and shoulders. Capping aggregate will not be required when embankment meeting the requirements of Section 207 of the Standard Specifications or granular sub-base is placed on top of the porous granular material.

Unnecessary construction equipment for the completion of the replacement material will not be allowed on the undercut areas until compaction of the recommended thickness of the porous granular sub-grade.

Full-depth sub-grade undercut should occur at limits determined by the Engineer. A transition slope to the full depth of undercut shall be made outside of the undercut limits at a taper of 1 foot longitudinal per 1 inch depth below the proposed sub-grade or bottom of the proposed aggregate sub-grade when included in the contract.

This work shall be measured for payment in accordance with Article 207.04 of the IDOT Standard Specifications. When specified on the contract, the theoretical elevation of the bottom of the aggregate sub-grade shall be used to determine the upper limit of Porous Granular Embankment, Sub-Grade. The volume will be computed by method of average end areas.

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

POROUS GRANULAR EMBANKMENT, SUB-GRADE,

which price shall include all equipment, labor and materials required to complete this work as specified, including capping aggregate.

PGE shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities.

SP-18: SECURITY FENCE REMOVAL AND REINSTALLATION. (HEIGHT SPECIFIED)

Description: This work shall consist of the following:

- Removal of existing security fence (installed in 2009 by Classic Fence, Inc., 1822 Route 30, Oswego, IL 60543) as needed to complete proposed improvements or as directed the Engineer

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- Temporary site fencing
- Reinstalling salvageable security fencing
- Installation of new fencing materials

Contractor or sub-contractor performing fence removal or installation work shall meet the requirements of the Qualification of Bidder Special Provision, SP-3.

Security Fence Removal and Reinstallation shall include the removal of existing security fence fabric, posts, braces, rails, ties, tension wire, and all associated hardware and materials prior to demolition and reinstallation after completion of improvements, where specified and as directed by the Engineer in the field.

Security fence fabric and rails removed in good condition, as determined by the Engineer, may be stored onsite and shall be reinstalled after completion of the improvements. Existing line posts that remain undisturbed and protected throughout demolition and completion of improvements and are in good condition, as determined by the Engineer, shall be reused in the security fence reinstallation.

All braces, ties, tension wire, and hardware removed shall be recycled or properly disposed of and replaced with new materials meeting the appropriate specifications. Fence fabric, rails and line posts in poor condition or damaged during demolition or construction shall be removed, recycled or properly disposed of, and replaced with new materials meeting the appropriate specifications.

Contractor shall secure the site from the time the security fence is removed until improvements are complete and the security fence has been reinstalled.

New fencing materials shall be in accordance with Section 664 of the SSRBC, these specifications and the details shown on the plans and in conformity with the lines on the plans or established by the Engineer.

FABRIC. The fabric shall be vinyl-coated chain link fabric conforming to ASTM F668 meeting the following requirements:

1. One piece width, 1 1/4 in. mesh spacing.
2. 3.8 mm (No. 9 gauge) steel core wire
3. Black vinyl coated according to Class 2b - Fused and Adhered, ASTM F668, Federal Specification RR-F-191 Type IV, AASHTO M-181 Type IV, Class B Type 2b.
4. The top of the wire meshing shall have a double twist applied, with 1/2" extra meshing extended beyond the last twist.

LINE POSTS shall be:

1. SS40 steel posts with outside diameter of 3 inches.
2. Black vinyl coated according to Class 2b - Fused and Adhered.
3. Maximum 10' spacing.
4. A vinyl coated low profile acorn cap or flat cap shall be placed on all posts.
5. 3'-0" minimum depth of bury encased by 12" dia. concrete footing.

TERMINAL POSTS and GATE POSTS shall be:

1. SS40 steel posts with outside diameter of 4 inches
2. Black vinyl coated according to Class 2b - Fused and Adhered.

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3. Maximum 10' spacing.
4. A vinyl coated low profile acorn cap or flat cap shall be placed on all posts.
5. 3'-6" minimum depth of bury encased by 12" dia. concrete footing.

BRACES AND RAILS shall be:

1. SS40 steel with outside diameter of 1-7/8 inches.
2. Black vinyl coated according to Class 2b - Fused and Adhered.
3. Bracing bar shall be placed at the bottom and midpoint heights of the fence.
4. No bracing bar at the top of the fence, a tension wire should be used instead.

TENSION WIRE shall be:

1. #7 gauge steel coil spring wire with minimum 50K psi yield strength.
2. Black vinyl coated according to Class 2b - Fused and Adhered.
3. Stretched along the top portion of the fence.

After fastening and acceptance by the Engineer, all bracing bolts shall be struck just to deformity to prevent nut removal.

The cost of adding grounding in accordance with the National Electric Safety Code including all materials, and labor shall be included in the cost of the fence. The cost of all miscellaneous hardware related to the type of fence including brace connections, caps, clips, clamps, hinges, rivets, ties, truss rods, diagonal braces and stretcher bars shall be included in the cost of the fence.

The cost of connecting new fence to existing fences shall be included in the cost of the Security Fencing.

Shop drawings shall be sent to the Village prior to ordering material or beginning manufacturing process.

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

SECURITY FENCE REMOVAL AND REINSTALLATION (8'),

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

SP-19: GATE ENTRANCE (DRIVE THROUGH, HEIGHT SPECIFIED)

Description: This work shall consist of modifying the existing security fence as needed, furnishing, and installing a drive through gate entrance that meets the following specifications:

GATE ENTRANCE (DRIVE THROUGH, HEIGHT SPECIFIED) shall meet the material and installation requirements as stated within Section 664 of the SSRBC, these specifications and the details shown on the plans and in conformity with the lines on the plans or established by the Engineer.

FABRIC. The fabric shall be vinyl-coated chain link fabric conforming to ASTM F668 meeting the following requirements:

5. One piece width, 1 1/4 in. mesh spacing.
6. 3.8 mm (No. 9 gauge) steel core wire
7. Black vinyl coated according to Class 2b - Fused and Adhered, ASTM F668, Federal Specification RR-

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F-191 Type IV, AASHTO M-181 Type IV, Class B Type 2b.

8. The top of the wire meshing shall have a double twist applied, with ½" extra meshing extended beyond the last twist.

LINE POSTS shall be:

6. SS40 steel posts with outside diameter of 3 inches.
7. Black vinyl coated according to Class 2b - Fused and Adhered.
8. Maximum 10' spacing.
9. A vinyl coated low profile acorn cap or flat cap shall be placed on all posts.
10. 3'-0" minimum depth of bury encased by 12" dia. concrete footing.

TERMINAL POSTS and GATE POSTS shall be:

6. SS40 steel posts with outside diameter of 4 inches
7. Black vinyl coated according to Class 2b - Fused and Adhered.
8. Maximum 10' spacing.
9. A vinyl coated low profile acorn cap or flat cap shall be placed on all posts.
10. 3'-6" minimum depth of bury encased by 12" dia. concrete footing.

BRACES AND RAILS shall be:

5. SS40 steel with outside diameter of 1-7/8 inches.
6. Black vinyl coated according to Class 2b - Fused and Adhered.
7. Bracing bar shall be placed at the bottom and midpoint heights of the fence.
8. No bracing bar at the top of the fence, a tension wire should be used instead.

TENSION WIRE shall be:

4. #7 gauge steel coil spring wire with minimum 50K psi yield strength.
5. Black vinyl coated according to Class 2b - Fused and Adhered.
6. Stretched along the top portion of the fence.

After fastening and acceptance by the Engineer, all bracing bolts shall be struck just to deformity to prevent nut removal.

The cost of adding grounding in accordance with the National Electric Safety Code including all materials, and labor shall be included in the cost of the fence. The cost of all miscellaneous hardware related to the type of fence including brace connections, caps, clips, clamps, hinges, rivets, ties, truss rods, diagonal braces and stretcher bars shall be included in the cost of the fence.

The cost of connecting new fence to existing fences shall be included in the cost of the Security Fencing.

Shop drawings shall be sent to the Village prior to ordering material or beginning manufacturing process.

All gates shall have a locking bar capable of handling two locks, such that if one lock is undone, the locking bar mechanism will be freed. All swing gates shall be installed to swing outward from the property.

All gate hardware shall meet the requirements for industrial fences. Hardware subject to movement and not

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vinyl-clad shall be field painted with touchup paint specifically formulated for this purpose.

Removal of any existing gates or fence panels shall be included in the cost of Gate Entrance.

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

GATE ENTRANCE (DRIVE THROUGH, 8');

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

SP-20: CONCRETE CURB TYPE B OR COMBINATION CURB AND GUTTER (TYPE SPECIFIED)

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

Placement of Concrete Curb Type B 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 spaced at 6" on center equal distance from top and bottom of the curb 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, 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.

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

- c) The use of Class SI Portland cement concrete, 6.05 cwt/cy mix, with 6% air entrainment, 3" slump;
- d) 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

Village of Downers Grove – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

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, (TYPE SPECIFIED);
CONCRETE CURB TYPE B, (TYPE SPECIFIED),**

which price shall include all excavation, 4" aggregate base and for the work as specified herein.

SP-21: P.C.C. SIDEWALK, (THICKNESS)

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 set up 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 Class SI Portland Cement Concrete, 5.65 cwt/cy mix, with 5-8% air entrainment, 2"-4" slump, to thickness and 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;
- 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 1/2 inch higher or lower than the original grade of the asphalt drive. Restoration shall consist of a minimum of one foot either side of the sidewalk; with a minimum of three inch (3") thick Hot-Mix Asphalt Surface, Mixture C, N50 (IL 9.5) surface course; and restoration of gravel drives with similar HMA restoration.
- l) Installation of ADA compliant ramps for curbed and non-curbed streets.

Village of Downers Grove – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

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, (THICKNESS SPECIFIED),

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

SP-22: AGGREGATE FOR TEMPORARY ACCESS

This work shall consist of construction and maintenance of an aggregate surface course for abutting properties as part of construction operations, per the applicable portions of Article 107.09 of the SSRBC except as amended herein.

Coarse aggregate shall meet the gradation for CA-6, and meet the requirements of Article 1004.04 of the SSRBC.

The temporary aggregate shall be used as ramping between the new aggregate base and all side streets, abutting properties, and crosswalks where vehicle and pedestrian traffic is to be maintained. Removal and disposal of the temporary aggregate shall be considered incidental to this item. The Engineer may require that some or all of the temporary aggregate be reused within the project limits.

When temporary access is no longer required, the aggregate placed for its construction and maintenance shall be removed and utilized in the permanent construction or otherwise disposed of as specified in Article 202.03 of the SSRBC. The Engineer reserves the right to determine suitability for utilization of reclaimed asphalt pavement used in the construction of temporary access in the permanent construction.

This work will be measured in place in tons. The contractor shall submit the load ticket to the Engineer at the work site when the truck arrives.

This work will be paid for at the contract unit price per **TON** for:

AGGREGATE FOR TEMPORARY ACCESS,

which price shall include all costs of furnishing, placing, maintaining, removing and reusing, and removing and disposing of aggregate used in the construction of temporary access.

SP-23: IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

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.

Village of Downers Grove – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

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.

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 EXCAVATION, SPECIAL per the contract unit price. No adjustment to the contract unit price will be allowed due to changes to quantities based on actual field conditions.

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

ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE,

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

SP-24: PERMITS AND LICENSES

Anticipated project permits: DuPage County Division of Transportation Highway Permit

The Contractor shall obtain all necessary permits and licenses required to complete the project as specified. The cost of acquisition of all necessary permits, bonds, insurance and services as required will be considered **INCLUDED IN THE TOTAL COST**, and no additional compensation will be allowed the Contractor.

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

Village of Downers Grove – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

SP-25: 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.

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-26: VALVE VAULTS TO BE ADJUSTED

Description: This work shall include the adjustment to final grade of existing valve vault frames and lids in accordance with Section 602 of the Standard Specifications.

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

VALVE VAULTS TO BE ADJUSTED,

which price shall include all work as specified herein.

SP-27: VALVE BOXES TO BE ADJUSTED

This work shall consist of the adjustment of any valve boxes throughout the project to the proper elevation as determined by the construction of the new roadway, pavement, curb and gutter and/or sidewalk in the area.

If the valve box is located in the sidewalk or concrete drive area, it shall be boxed out and expansion material shall be placed around the perimeter of the box-out. In addition, in a sidewalk area, expansion materials shall be placed across the sidewalk on the joints on both sides of the valve box.

This work shall be paid for at the contract unit price **EACH** for

VALVE BOXES TO BE ADJUSTED,

which price shall be payment in full for all labor, equipment and materials required to complete the work in accordance with the plans and specifications.

Village of Downers Grove -- 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

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:

Company Name

Date

Street Address of Company

E-mail Address

City, State, Zip

Contact Name (Print)

Business Phone

24-Hour Telephone

Business Fax

Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Print Name & Title

Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project 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 – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

SCHEDULE OF PRICES:**BASE BID**

ITEM NO.	SPEC. NO.	PAY ITEM	BID QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1	21001000	Geotechnical Fabric for Ground Stabilization	205	SQ YD	\$0.79	\$161.95
2	21101625	Topsoil Furnish and Place, 6"	275	SQ YD	\$23.42	\$6,440.50
3	25000210	Seeding, Class 2A	0.08	ACRE	\$4,918.51	\$393.48
4	25100630	Erosion Control Blanket	375	SQ YD	\$3.15	\$1,181.25
5	35101800	Aggregate Base Course, Type B, 6"	1165	SQ YD	\$6.86	\$7,991.90
6	40600275	Bituminous Materials (Tack Coat)	590	POUND	\$2.14	\$1,262.60
7	40603080	Hot-Mix Asphalt Binder Course, IL-19.0, N50	405	TON	\$69.35	\$28,086.75
8	40603335	Hot-Mix Asphalt Surface Course, Mix "D", N50	285	TON	\$74.30	\$21,175.50
9	44000161	Hot-Mix Asphalt Surface Removal, 3"	1725	SQ YD	\$5.26	\$9,073.50
10	44000500	Combination Curb and Gutter Removal	40	LF	\$6.05	\$242.00
11	44000300	Curb Removal	200	LF	\$6.05	\$1,210.00
12	44000600	Sidewalk Removal	515	SQ FT	\$2.02	\$1,040.30
13	67100100	Mobilization	1.00	LSUM	\$5,637.17	\$5,637.17
14	SP-4	Preconstruction Videotaping	1.00	LSUM	\$524.64	\$524.64
15	SP-5	Construction Staking and Record Drawings	1.00	LSUM	\$1,573.92	\$1,573.92
16	SP-6	Traffic Control, Maintenance of Traffic, Detours	1.00	LSUM	\$2,923.42	\$2,923.42
17	SP-7	Street Sweeping and Dust Control	7	HOUR	\$202.36	\$1,416.52
18	SP-8	Inlet Filters	2	EA	\$78.70	\$157.40
19	SP-8	Perimeter Erosion Barrier	300	LF	\$8.39	\$2,517.00
20	SP-9	Storm Sewer Removal, 8"	6	LF	\$34.91	\$209.46
21	SP-10	Drainage Structures To Be Removed	1	EACH	\$591.69	\$591.69
22	SP-11	Inlet, Type A, Type 1 Frame, Open Lid	1	EACH	\$1,825.03	\$1,825.03
23	SP-12	Connect Existing Storm Sewer to Proposed Structure, 8"	1	EACH	\$2,345.68	\$2,345.68
24	SP-13	Excavation, Special	460	CY	\$71.10	\$32,706.00
25	SP-14	Removal of Existing Timber Playground Wall	365	FOOT	\$2.59	\$945.35
26	SP-15	PCC Playground Wall	475	FOOT	\$39.01	\$18,529.75
27	SP-16	Removal and Disposal of Unsuitable Material	70	CY	\$49.55	\$3,468.50
28	SP-17	Porous Granular Embankment, Subgrade	70	CY	\$49.55	\$3,468.50

Village of Downers Grove – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

29	SP-18	Security Fence Removal and Reinstallation, 8'	100	FOOT	\$116.59	\$11,659.00
30	SP-19	Gate Entrance (Drive Through, 8")	1	EACH	\$3,076.72	\$3,076.72
31	SP-20	Combination Curb and Gutter, B6.12	40	LF	\$32.83	\$1,313.20
32	SP-20	Concrete Curb Type B, 8"	200	LF	\$26.26	\$5,252.00
33	SP-21	PCC Sidewalk, 6"	760	SQ FT	\$12.80	\$9,728.00
34	SP-22	Aggregate for Temporary Access	20	TON	\$12.08	\$241.60
35	SP-23	Additional Hauling Surcharge, Special Waste	6	LOAD	\$891.54	\$5,349.24
36	SP-25	Exploratory Trench, Special	10	CY	\$48.00	\$480.00
37	SP-26	Valve Vaults To Be Adjusted	1	EACH	\$1,241.11	\$1,241.11
38	SP-27	Valve Boxes to Be Adjusted	3	EACH	\$850.35	\$2,551.05

TOTAL BASE BID \$197,991.68

Village of Downers Grove – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to 2018 Water Facilities and District 58 Pavement Improvements Project,

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

Village of Downers Grove – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

BIDDER'S CERTIFICATION (page 2 of 3)

BY: [Signature]
Bidder's Authorized Agent

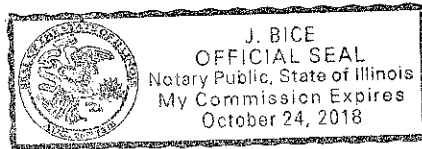
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me

this 4th day of May, 2018.



J. Bice
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 Abbey Paving & Sealcoating Co., Inc., and the full names of its Officers are as follows:

President: John Gillian

Secretary: Jeffrey Abel

Treasurer: Jeffrey Abel

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 – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

BIDDER'S CERTIFICATION (page 3 of 3)

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: Frankenmuth Mutual Insurance Co

AGENT: McHenry Insurance

Street Address: 904 S. Route 31

City, State, Zip Code: McHenry, IL 60050

Telephone Number: 815-385-8660

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: Abbey Paving & Sealcoating Co., Inc.

Print Name and Title of Authorizing Signature: John Gillian - President

Signature:  _____

Date: 5/4/18

Village of Downers Grove – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

MUNICIPAL REFERENCE LIST

Municipality: Please see attached.

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: _____

Phone: (630) 585-7220
 FAX (630) 585-7216

ABBHEY

PAVING CO. INC.

Providing Quality Construction Since 1983

1949 County Line Road • Aurora, IL 60502

2018 Municipality References

Village of Glenview

Glenview Fire Station No. 6

John Emser
 Project Manager
 (847)498-3800

Village of Wheaton

Parking Lot #6

Michael Wakefield
 Street Superintendent
 (708)599-8980

City of Chicago

Museum of Science & Industry

Luke Schumacher
 Resident Engineer
 (708)837-2727

Orland Park Fire Dept

Training Facility Improvements

Michael Schofield
 Fire Chief
 (708)349-0074

City of Oakbrook Terrace

Police Facility & City Hall Renovation

Dan Skiera
 Project Manager
 (815)254-5500

City of Aurora

Transportation Center

Joseph Hopp
 Superintendent of Maintenance Serv.
 (630)256-3650

Village of Bolingbrook

Street Patching Program

Pratik Patel
 Project Manger
 (630)226-8852

Village of New Lenox

Route 30 & Williams Street Improvements

Will Nash
 Village Engineer
 (815)462-6400

Village of Downers Grove – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

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) Hayes Industries Type of Work Sewer

Addr: 1611 Villa Street City Elgin State IL Zip 60120

2) Nafisco Inc. Type of Work Traffic

Addr: 808 Forestwood Drive City Romeoville State IL Zip 60446

3) Alliance Seal Coating Inc. Type of Work Striping

Addr: 4217 West 59th Street City Chicago State IL Zip 60629

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 – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: James Gillian

Construction Supervisor: Michael T Gillian

Team Member: Pam Muellner

Team Member: Katie Baki

Team Member: _____

Team Member: _____

Team Member: _____

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:  (Corporate Seal)

Title: President

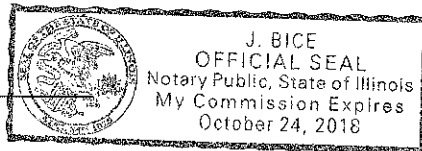
Name & Address: Abbey Paving & Sealcoating

of Contractor 1949 County Line Road, Aurora, IL 60502

or Vendor _____

Subscribed and sworn to before me this 4th day of May, 2018

J. Bice
Notary Public



Village of Downers Grove – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

CERTIFICATION OF QUALIFICATIONS – SECURITY FENCE REMOVAL AND REINSTALLATION

Project Team

Project Manager: TBD

Construction Supervisor: _____

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____

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: _____ (Corporate Seal)

Title: President

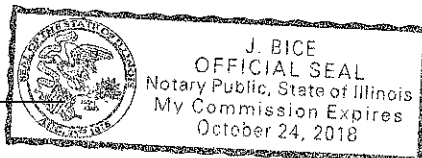
Name & Address: Abbey Paving & Sealcoating Co., Inc.

of Contractor 1949 County Line Road, Aurora, IL 60502

or Vendor _____

Subscribed and sworn to before me this 4th day of May, 2018

J. Bice
Notary Public



Village of Downers Grove – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

**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: Abbey Paving & Sealcoating Co., Inc.ADDRESS: 1949 County Line RoadCITY: AuroraSTATE: IllinoisZIP: 60502PHONE: 630-585-7220 FAX: 630-585-7216TAX ID #(TIN): 36-3181369

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: DATE: 5/14/18

Village of Downers Grove – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

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: Abbey Paving & Sealcoating Co., Inc.

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.**

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: John Gillian - President

Signature:  _____

Date: 5/14/18

Village of Downers Grove – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

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 Abbey Paving & Sealcoating Co., Inc.

Title President

Date 5/14/18

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.

Village of Downers Grove – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

Suspension or Debarment Certificate
--

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this 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: Abbey Paving & Sealcoating Co., Inc.

Address: 1949 County Line Road

City: Aurora, IL Zip Code: 60502

Telephone: (630) 585-7220 Fax Number: (630) 585-7216

E-mail Address: stevec@abbey-paving.com

Authorized Company Signature:  _____

Print Signature Name: John Gillian Title of Official: President

Date: 5/14/18

Village of Downers Grove – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

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.

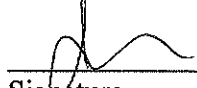
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

John Gillian

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 – 2018 Water Facilities and District 58 Pavement Improvements (WP-010-18)

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.



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 4/1/2018
(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	2176-International Produce Market	2460-Olive Harvey Center	2377-Clearo Cloverhill Lot Improv	2732-O'Hare CONTRAC		
Contract With	Capital Asset Mgmt	Path	Opus	Austin Powers Partners		
Estimated Completion Date	10/2018	9/2018	7/2018	6/2018		
Total Contract Price	200,000.00	714,000.00	97,560.00	2,500,131.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						0.00
Uncompleted Dollar Value if Firm is the Subcontractor	200,000.00	706,000.00	97,560.00	470,602.00		1,474,162.00
Total Value of All Work						1,474,162.00

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.

	1	2	3	4	Accumulated Totals	
Earthwork	43,593.88		18,446.79	152,355.00	215,395.67	
Portland Cement Concrete Paving					0.00	
HMA Plant Mlx					0.00	
HMA Paving	94,365.25		64,811.13	125,700.00	284,976.38	
Clean & Seal Cracks/Joints					0.00	
Aggregate Bases & Surfaces	37,796.37	56,185.00	6,824.00		100,795.37	
Highway, R.R. and Waterway Structures					0.00	
Drainage					0.00	
Electrical					0.00	
Cover and Seal Coats					0.00	
Concrete Construction	22,754.50	649,815.00		192,547.00	865,116.50	
Landscaping					0.00	
Fencing					0.00	
Guardrail					0.00	
Painting					0.00	
Signing					0.00	
Cold Milling, Planning & Rotomilling					0.00	
Demolition					0.00	
Pavement Markings (Paint)					0.00	
Other Construction (List)					0.00	
					0.00	
					0.00	
Totals	196,500.00	706,000.00	91,179.92	470,602.00	0.00	1,466,261.62

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	Alliance Sealcoating		Alliance Sealcoating	AC Pavement Striping	
Type of Work	Striping/Signs		Striping/Signs	Striping	
Subcontract Price	1,500.00		6,280.08	75,000.00	
Amount Uncompleted	1,500.00		6,380.08	0.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
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Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	1,500.00	0.00	6,380.08	0.00	0.00

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

Subscribed and sworn to before me

this 1 day of April, 2018


 Notary Public

Type or Print Name John Gillian, President Title Officer or Director

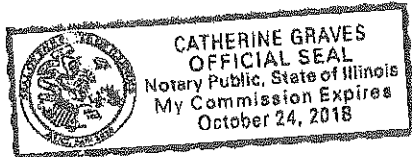
Signed 

My commission expires: 10/24/2018

Company Abbey Paving & Sealcoating, Inc.

(Notary Seal) Address 1949 County Line Rd.

Aurora, IL 60502





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

Affidavit of Availability
 For the Letting of 4/1/2018
 (Letting date)

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

Part I. Work Under Contract

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	1	2	3	4	Awards Pending	
Contract Number	2738-Presbyterian Homes	2786-CBG Headhouse/Greenhouse	2788-451 East Grand	2803-No. 9 Walton		
Contract With	Power	Turner Construction Co.	Lend Lease	Lend Lease		
Estimated Completion Date	8/2018	8/2018	8/2018	7/2018		
Total Contract Price	2,855,613.00	314,671.00	1,876,875.00	178,618.00		Accumulated Totals
Uncompleted Dollar Value If Firm is the Prime Contractor						0.00
Uncompleted Dollar Value If Firm is the Subcontractor	839,496.00	101,273.00	1,804,252.00	111,885.00		4,131,068.00
Total Value of All Work						4,131,068.00

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			649,128.00	15,209.00	878,730.87	
Portland Cement Concrete Paving					0.00	
HMA Plant Mix					0.00	
HMA Paving		16,338.00	92,537.00	41,226.00	435,075.38	
Clean & Seal Cracks/Joints					0.00	
Aggregate Bases & Surfaces		18,150.00			119,945.37	
Highway, R.R. and Waterway Structures					0.00	
Drainage					0.00	
Electrical					0.00	
Cover and Seal Coats					0.00	
Concrete Construction	839,496.00	65,787.00	861,933.00	51,450.00	2,873,782.50	
Landscaping					0.00	
Fencing					0.00	
Guardrail					0.00	
Painting					0.00	
Signing					0.00	
Cold Milling, Planing & Rotomilling					0.00	
Demolition					0.00	
Pavement Markings (Paint)					0.00	
Other Construction (List)					0.00	
					0.00	
					0.00	
Totals	839,496.00	101,273.00	1,583,598.00	107,885.00	0.00	4,108,533.92

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	Alliance		Alliance	Alliance	
Type of Work	Striping		Striping	Striping	
Subcontract Price	1,300.00		12,000.00	4,000.00	
Amount Uncompleted	0.00		10,654.00	4,000.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	10,654.00	4,000.00	0.00

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

Subscribed and sworn to before me

this 1 day of April, 2018

Catherine Graves
Notary Public

Type or Print Name

John Gillian, President
Officer or Director

Title

Signed

[Signature]

My commission expires: 10/24/2018

Company

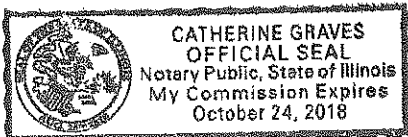
Abbey Paving & Sealcoating, Inc.

Address

1949 County Line Rd.

Aurora, IL 60502

(Notary Seal)





Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 4/1/2018

(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	2805-Resurrection Church	2843-New Janey Tech Center	2868-Sprngs at South Elgin	2886-Cantigny Park-Concrete		
Contract With	O&S Associates, Inc	Executive Construction	Horizon	Featherstone, Inc.		
Estimated Completion Date	8/2018	8/2018	7/2018	10/2018		
Total Contract Price	506,355.00	355,200.00	1,811,641.00	743,057.00		
Uncompleted Dollar Value If Firm is the Prime Contractor						0.00
Uncompleted Dollar Value If Firm is the Subcontractor	137,591.00	240,865.00	132,540.00	398,518.00		5,040,582.00
Total Value of All Work						5,040,582.00

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				54,605.00	934,535.67	
Portland Cement Concrete Paving					0.00	
HMA Plant Mix					0.00	
HMA Paving	136,841.00	123,200.00	110,554.00		805,670.38	
Clean & Seal Cracks/Joints					0.00	
Aggregate Bases & Surfaces		65,034.06			164,979.43	
Highway, R.R. and Waterway Structures					0.00	
Drainage					0.00	
Electrical					0.00	
Cover and Seal Coats					0.00	
Concrete Construction		64,088.64		343,713.00	3,081,584.14	
Landscaping					0.00	
Fencing					0.00	
Guardrail					0.00	
Painting					0.00	
Signing					0.00	
Cold Milling, Planing & Rotomilling					0.00	
Demolition					0.00	
Pavement Markings (Paint)					0.00	
Other Construction (List)					0.00	
					0.00	
					0.00	
Totals	136,841.00	232,322.70	110,554.00	398,518.00	0.00	4,886,768.62

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	Alliance	Tru-Seal	Alliance		
Type of Work	Striping	Striping	Striping		
Subcontract Price	9,220.00	8,542.30	23,765.00		
Amount Uncompleted	750.00	8,542.30	21,986.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
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Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	750.00	8,542.30	21,986.00	0.00	0.00

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

Subscribed and sworn to before me

this 1 day of April, 2018

Catherine Graves
 Notary Public

Type or Print Name

John Gillian, President

Officer or Director

Title

Signed

John Gillian

My commission expires: 10/24/2018

Company

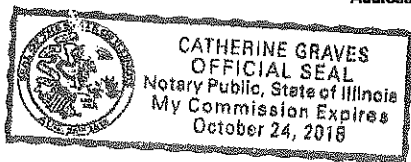
Abbey Paving & Sealcoating, Inc.

Address

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Aurora, IL 60502

(Notary Seal)





Illinois Department of Transportation

Bureau of Construction
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	1	2	3	4	Awards Pending	
Contract Number	2680-Christ Church of Oak Brook	2603- NU Welsh-Ryan Arena	2622-Laraway School Paving	2623-Laraway School Concrete		
Contract With	Pepper Construction	MA Mortenson	Henry Bros. Construction	Henry Bros. Construction		
Estimated Completion Date	9/2018	6/2018	9/2018	8/2018		
Total Contract Price	1,079,616.00	3,281,834.00	342,890.00	2,402,066.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						0.00
Uncompleted Dollar Value if Firm is the Subcontractor	386,006.00	567,910.00	342,890.00	574,216.00		6,911,604.00
Total Value of All Work						6,911,604.00

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	53,575.00	26,567.00				1,014,677.67
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	243,709.00	135,260.00	277,015.00			1,431,845.44
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	41,316.00	46,918.00	61,892.00			315,098.43
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	59,499.00	359,165.00		340,805.79		3,841,053.83
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planing & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	368,084.00	567,910.00	338,907.00	340,805.79	0.00	6,802,476.47

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	Alliance		Alliance	Campion Cons	
Type of Work	Striping		Striping	Excavation	
Subcontract Price	30,176.00		3,982.94	501,193.50	
Amount Uncompleted	17,922.00		3,982.94	233,410.21	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	17,922.00	0.00	3,982.94	233,410.21	0.00

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

Subscribed and sworn to before me

this day of April, 2018.

Catherine Graves
Notary Public

Type or Print Name
Signed

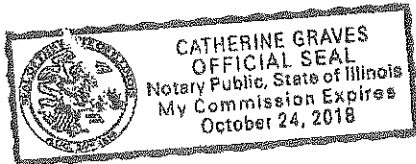
John Gillian, President
Officer or Director Title

My commission expires: 10/24/2018

Company
Address

Abbey Paving & Sealcoating, Inc.
1949 County Line Rd.
Aurora, IL 60502

(Notary Seal)





Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 4/1/2018
(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	2832-Luther Elementary	2845-151 N Franklin	2853-Village of Wilmette	2865-Huntington/Wheeling Tower		
Contract With	ICI, Inc	Lend Lease	Village of Wilmette	Madison Construction		
Estimated Completion Date	8/2018	6/2018	5/2018	11/2018		
Total Contract Price	286,732.00	371,154.00	2,477,739.00	337,270.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			116,641.00			116,641.00
Uncompleted Dollar Value if Firm is the Subcontractor	263,317.00	205,803.00		337,270.00		7,717,894.00
Total Value of All Work						7,834,635.00

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		28,517.00		61,888.18	1,104,888.88
Portland Cement Concrete Paving					0.00
HMA Plant Mix					0.00
HMA Paving	181,022.32	45,084.00		31,488.42	1,889,248.18
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces				33,477.71	346,577.14
Highway, R.R. and Waterway Structures					0.00
Drainage					0.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction	79,689.68	132,192.00	46,841.00	194,705.68	4,294,282.28
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
Signing					0.00
Cold Milling, Planing & Rotomilling					0.00
Demolition					0.00
Pavement Markings (Paint)					0.00
Other Construction (List)					0.00
					0.00
Totals	260,712.00	205,803.00	46,841.00	321,356.00	0.00
					7,436,988.47

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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	Tru-Seal		Freid	TBD	
Type of Work	Striping		Sand Boxes	Striping	
Subcontract Price	3,105.00		70,000.00	15,914.00	
Amount Uncompleted	2,605.00		70,000.00	15,914.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	2,605.00	0.00	70,000.00	15,914.00	0.00

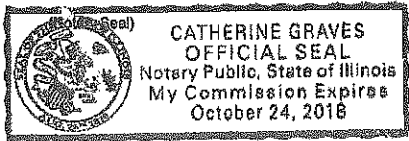
I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion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

Subscribed and sworn to before me

this 1 day of April, 2018


 Notary Public

My commission expires: 10/24/2018



Type or Print Name John Gillan, President Title Officer or Director

Signed 

Company Abbey Paving & Sealcoating, Inc.

Address 1949 County Line Rd.
Aurora, IL 60502



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 4/1/2018
(Letting date)

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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	2966-Golden & Juniper Tower	2971-Oswego Police Station	2983-Carolshire Commons	2986-Palos Hospital		
Contract With	Madison Construction	Gilbane Construction	GSG Consultants	Walsh Construction		
Estimated Completion Date	11/2018	9/2018	7/2018	12/2018		
Total Contract Price	212,730.00	762,500.00	866,610.00	1,883,626.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						116,641.00
Uncompleted Dollar Value if Firm is the Subcontractor	212,730.00	762,500.00	291,881.00	1,554,826.00		10,539,914.00
Total Value of All Work						10,656,555.00

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	60,922.06	36,244.18	143,913.72	78,321.47		1,424,282.28
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	53,320.94	183,110.87	140,447.26	317,420.46		2,383,547.73
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	10,828.78	108,941.88		166,385.05		632,742.87
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	54,858.21	422,651.94		954,672.59		5,726,465.93
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	179,930.00	748,948.98	284,381.00	1,516,809.57	0.00	10,167,038.02

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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	Kane County Underground	Alliance	Tru-Seal	Alliance	
Type of Work	Sewer	Striping	Striping	Striping	
Subcontract Price	27,300.00	13,551.02	7,500.00	42,885.89	
Amount Uncompleted	27,300.00	13,551.02	7,500.00	38,019.43	
Subcontractor	Alliance				
Type of Work	Striping				
Subcontract Price	5,500.00				
Amount Uncompleted	5,500.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	32,800.00	13,551.02	7,500.00	38,019.43	0.00

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

this 1 day of April, 2018.

Catherine Graves
 Notary Public

Type or Print Name

John Gillian
 John Gillian, President
 Officer or Director

Title

Signed

My commission expires: 10/24/2018

Company

Abbey Paving & Sealcoating, Inc.

(Notary Seal)

Address

1949 County Line Rd.
 Aurora, IL 60502





Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 4/1/2018
(Letting date)

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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	2001-Great Wolf Lodge	2000-AESHHS East Bldg	3001-Amperage Electric	3002-Hosheft Woods Paving		
Contract With	Turner Construction	Gibane	Amperage Electric Supply	Dist of Kane County		
Estimated Completion Date	8/2018	12/2018	6/2018	10/2018		
Total Contract Price	272,295.00	1,205,771.00	940,560.00	104,034.00		Accumulated Totals
Uncompleted Dollar Value If Firm Is the Prime Contractor			359,559.00	104,034.00		580,234.00
Uncompleted Dollar Value If Firm Is the Subcontractor	282,295.00	753,039.00				11,585,249.00
	Total Value of All Work					12,165,482.00

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			11,416.50		1,435,899.79	
Portland Cement Concrete Paving					0.00	
HMA Plant Mix					0.00	
HMA Paving	237,006.18		260,994.91	50,817.25	2,932,366.07	
Clean & Seal Cracks/Joints					0.00	
Aggregate Bases & Surfaces	20,683.65		11,910.00	15,482.25	680,819.07	
Highway, R.R. and Waterway Structures					0.00	
Drainage					0.00	
Electrical					0.00	
Cover and Seal Coats					0.00	
Concrete Construction		753,039.00	75,237.59		6,554,741.62	
Landscaping					0.00	
Fencing					0.00	
Guardrail					0.00	
Painting					0.00	
Signaling					0.00	
Cold Milling, Planning & Rotomilling					0.00	
Demolition					0.00	
Pavement Markings (Paint)					0.00	
Other Construction (List)					0.00	
					0.00	
					0.00	
Totals	257,690.03	753,039.00	359,559.00	66,299.50	0.00	11,603,625.55

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	Tru-Seal			Camplon Construction	
Type of Work	Striping			Excavation	
Subcontract Price	34,804.97			26,823.50	
Amount Uncompleted	34,804.97			26,823.50	
Subcontractor				Woodland	
Type of Work				Landscape	
Subcontract Price				10,911.00	
Amount Uncompleted				10,911.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	34,804.97	0.00	0.00	37,734.50	0.00

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

Subscribed and sworn to before me
 this 1 day of April, 2018.

[Signature]
 Notary Public

My commission expires: 10/24/2018

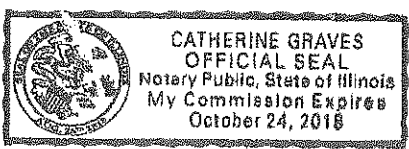
(Notary Seal)

Type or Print Name John Gillian, President Title _____
 Officer or Director

Signed _____

Company Abbey Paving & Sealcoating, Inc.

Address 1949 County Line Rd.
Aurora, IL 60502





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

Affidavit of Availability
 For the Letting of 4/1/2018
 (Letting date)

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	1	2	3	4	Awards Pending	
Contract Number	3007-Steger Police Station	3011-465 N Park Dr	3023-1515 W Webster	3022-Rock Run 8		
Contract With	Village of Steger	Power Construction	Power Construction	Rominger Construction		
Estimated Completion Date	9/2018	10/2018	11/2018	8/2018		
Total Contract Price	258,918.00	237,165.00	910,000.00	63,150.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	227,881.00					808,116.00
Uncompleted Dollar Value if Firm is the Subcontractor		237,165.00	910,000.00	63,150.00		12,705,583.00
Total Value of All Work						13,603,678.00

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

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	1	2	3	4	Awards Pending	Accumulated Totals
Earthwork	32,880.04	28,225.00	17,631.88	21,282.11		1,536,537.63
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	43,073.66	32,884.86	117,288.43	16,318.66		3,141,942.78
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			48,872.08	5,338.10		735,127.25
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	88,514.30	175,045.04	711,772.80	20,202.13		7,561,275.89
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planing & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
Totals	175,278.60	237,165.00	895,685.00	63,150.00	0.00	12,674,883.55

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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	Jasco Electric		Alliance		
Type of Work	Electrical		Striping		
Subcontract Price	23,095.00		14,335.00		
Amount Uncompleted	13,338.00		14,335.00		
Subcontractor	Woodland				
Type of Work	Landscape				
Subcontract Price	22,831.00				
Amount Uncompleted	22,831.00				
Subcontractor	Kane County Underground				
Type of Work	Sewer				
Subcontract Price	16,436.00				
Amount Uncompleted	16,436.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	52,603.00	0.00	14,335.00	0.00	0.00

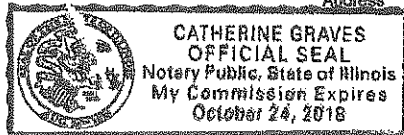
I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion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

this 11 day of April, 2018

Catherine Graves Type or Print Name

Notary Public
My commission expires: 10/24/2018

(Notary Seal)



John Gillian, President
Officer or Director Title

Signed
Company: Abbey Paving & Sealcoating, Inc.
Address: 1949 County Line Rd.
Aurora, IL 60502



Illinois Department of Transportation

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For the Letting of 4/1/2018
 (Letting date)

Bureau of Construction
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	1	2	3	4	Awards Pending	
Contract Number	3033-New Liberty Pool	3036-Clarendale of Addison	3050-Willis Tower Reposition	3051-North Palos Transport		
Contract With	Gibbane	Ryan Companies	Turner Construction Co.	IHC Construction		
Estimated Completion Date	10/2018	10/2018	10/2018	8/2018		
Total Contract Price	277,430.00	628,875.00	1,515,000.00	140,270.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						808,115.00
Uncompleted Dollar Value if Firm is the Subcontractor	277,430.00	384,524.00	1,515,000.00	140,270.00		15,122,787.00
Total Value of All Work						15,930,902.00

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

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						Accumulated Totals
Earthwork		26,731.47	228,593.60			1,792,862.70
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	77,015.00	193,074.17	15,701.70			3,427,733.65
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	46,272.95	33,787.06	26,708.60			851,895.88
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	147,986.37	140,931.30	1,226,996.18	140,270.00		9,217,459.68
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotamilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
Totals	271,274.32	384,524.00	1,508,000.00	140,270.00	0.00	15,289,951.87

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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	Alliance		TBD		
Type of Work	Striping		Striping		
Subcontract Price	6,155.68		6,000.00		
Amount Uncompleted	6,155.68		6,000.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	6,155.68	0.00	6,000.00	0.00	0.00

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

this 1 day of April, 2018

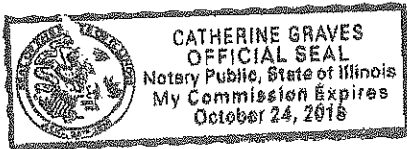
Catherine Graves Notary Public

My commission expires: 10/24/2018

(Notary Seal)

John Gillian, President Signed

Company Abbey Paving & Sealcoating, Inc.
 Address 1949 County Line Rd.
Aurora, IL 60502





Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 4/1/2018
(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	3053-Campus Health Phase 2	3057-Bremen & Oak Forest HS	3060-Holmes Elementary	3061-PCA Headquarters Asphalt		
Contract With	Clayco, Inc	Bremen SD 228	Bulley and Andrews	Pepper Construction		
Estimated Completion Date	10/2018	10/2018	9/2018	10/2018		
Total Contract Price	236,004.00	1,395,945.00	284,190.00	348,460.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		1,395,945.00				2,204,060.00
Uncompleted Dollar Value if Firm is the Subcontractor	236,004.00		284,190.00	348,460.00		15,981,441.00
Total Value of All Work						18,195,501.00

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.

	1	2	3	4	Awards Pending	Accumulated Totals
Earthwork	28,903.04			28,886.66		1,851,452.40
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	195,337.28			285,485.74		3,908,538.65
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces				28,525.78		878,421.64
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction		1,395,945.00	284,190.00			10,897,594.66
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
Totals	224,240.30	1,395,945.00	284,190.00	341,878.18	0.00	17,536,005.35

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	Alliance			Alliance	
Type of Work	Striping			Striping	
Subcontract Price	11,763.70			6,761.82	
Amount Uncompleted	11,763.70			6,761.82	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	11,763.70	0.00	0.00	6,761.82	0.00

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

this 1 day of April, 2018.

Catherine Graves
Notary Public

My commission expires: 10/24/2018

(Notary Seal)

Type or Print Name

John Gillian, President

Office Director

Title

Signed

Company

Abbey Paving & Sealcoating, Inc.

Address

1949 County Line Rd.

Aurora, IL 60502





Illinois Department of Transportation

Affidavit of Availability
For the Letting of 4/1/2018
 (Letting date)

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

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	3082-PCA Headquarters Earthwork					
Contract With	Pepper Construction					
Estimated Completion Date	8/2018					
Total Contract Price	380,845.00					Accumulated Totals
Uncompleted Dollar Value If Firm is the Prime Contractor						2,204,060.00
Uncompleted Dollar Value If Firm is the Subcontractor	380,845.00					16,372,386.00
Total Value of All Work						18,576,446.00

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.

	1	2	3	4	Awards Pending	Accumulated Totals
Earthwork	173,778.75					2,025,231.15
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						3,908,536.85
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						878,421.64
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						10,897,594.66
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
Totals	173,778.75	0.00	0.00	0.00	0.00	17,709,784.10

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	Campton				
Type of Work	Excavation				
Subcontract Price	207,166.25				
Amount Uncompleted	207,166.25				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	207,166.25	0.00	0.00	0.00	0.00

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

Subscribed and sworn to before me this 1 day of April, 2018.

Catherine Graves
 Notary Public

Type or Print Name

John Gillian, President

Officer or Director

Title

Signed

My commission expires: 10/24/2018

Company

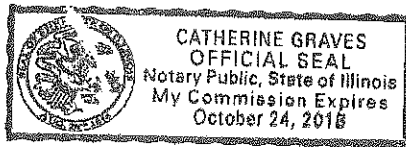
Abbey Paving & Sealcoating, Inc.

(Notary Seal)

Address

1949 County Line Rd.

Aurora, IL 60502



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Abbey Paving and Sealcoating Co., Inc.
1949 County Line Road
Aurora, IL 60502

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
300 South Riverside Plaza, Ste. 2100
Chicago, IL 60606

Mailing Address for Notices

1411 Opus Place, Suite 450
Downers Grove, IL 60515

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

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

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

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

2018 Water Facilities & District 58 Pavement Improvements

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

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

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

Signed and sealed this 4th day of May, 2018

K Bali
(Witness)

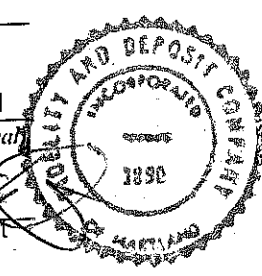
Abbey Paving and Sealcoating Co., Inc.
(Principal) (Seal)

By: [Signature]
(Title) John Gillian President

Diane Rubright
(Witness) Diane Rubright

Fidelity and Deposit Company of Maryland
(Surety) (Seal)

By: [Signature]
(Title) Jennifer J. McComb Attorney-in-Fact



Bond Number Bid Bond

Obligee: Village of Downers Grove

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

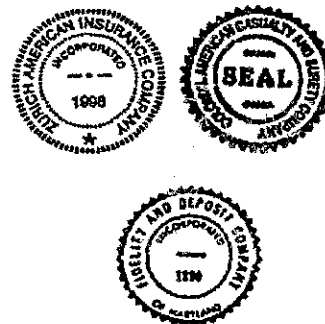
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Jennifer J. McComb, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of April, A.D. 2017.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Michael P. Bond*
Vice President



By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 24th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of May, 2018.



Michael C. Fay

Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.zurichna.com/en/claims

State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sinem Nava Notary Public of DuPage County, in the State of Illinois,

do hereby certify that Jennifer J. McComb Attorney-in-Fact, of the Fidelity and Deposit

Company of Maryland who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the

Fidelity and Deposit Company of Maryland for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in

said County, this 4th day of May, 2018.

Sinem Nava

Notary Public Sinem Nava

My Commission expires: August 28, 2021

