

VILLAGE OF DOWNERS GROVE
Report for the Village
8/13/2019

SUBJECT:	SUBMITTED BY:
Elm & Earlston Drainage Improvements	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the Elm & Earlston Drainage Improvements, 2014 Stormwater Project Analysis Project #3, to Austin-Tyler Construction, Inc. of Elwood, IL in the amount of \$1,152,622.19.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY19 Budget includes \$1,200,000 for this project; \$1,000,000 in the Stormwater Fund and \$200,000 in the Capital Fund.

RECOMMENDATION

Approval on the August 20, 2019 Consent Agenda.

BACKGROUND

This project was identified in the Village's 2014 Stormwater Project Analysis Report (SPA Project #3) as lacking the recommended level of service. Residential properties on the east side of Elm Street receive flow from the west which causes structural flooding during larger rainstorms and frequent yard flooding. Roadway flooding has also been reported on Elm Street and on Earlston Road. A 6" pipe currently drains a depression in the backyards and then conveys this flow east to a ditch on Earlston Road; however, the ditches are shallow and inadequate. The existing system on Glendenning Road also is lacking stormwater infrastructure on the west side just north of Ogden Avenue.

The scope of this project includes installation of a new storm sewer system on Elm Street and Earlston Road between 41st Street and Ogden Avenue and on Glendenning Road just north of Ogden Avenue. The new system will connect to an existing storm sewer system within IDOT right-of-way. As part of the IDOT permit requirements, a new storm sewer system will be installed on Stanley Avenue from Ogden Avenue to Dawn Place. The new storm sewer / ditch systems on Elm Street, Earlston Road, Glendenning Road and Stanley Avenue will provide the recommended level of service. The project also includes resurfacing of Elm Street and Earlston Road from 41st Street to Ogden Avenue and Stanley Avenue from Ogden Avenue to Sherman Street. The contract includes a quantity of 80 units (inch-diameter) of tree removal, which are anticipated to be between three and five trees depending on the location of underground utilities. Significant time and care was taken during the design of this project to minimize tree impacts and all trees that are impacted by construction will be replaced.

A Call for Bids was issued and published in accordance with the Village's Purchasing Policy. Six bids were received by the due date of August 2, 2019. Below is the synopsis of the bids received.

Contractor	Total Bid
Austin-Tyler Construction, Inc.	\$1,152,622.19
H. Linden & Sons Sewer and Water	\$1,272,563.01
Martam Construction, Inc.	\$1,303,593.40
Swallow Construction Corp.	\$1,339,130.00
Berger Excavating Contractors, Inc.	\$1,371,349.86
ALamp Concrete Contractors, Inc.	\$1,394,093.81

Staff recommends award of the project to Austin-Tyler Construction, Inc., who have satisfactorily completed the Wisconsin and Janes Stormwater Improvements (2012), DG Estates Utility Improvements (2014) and Watermain Improvements (2016 and 2018).

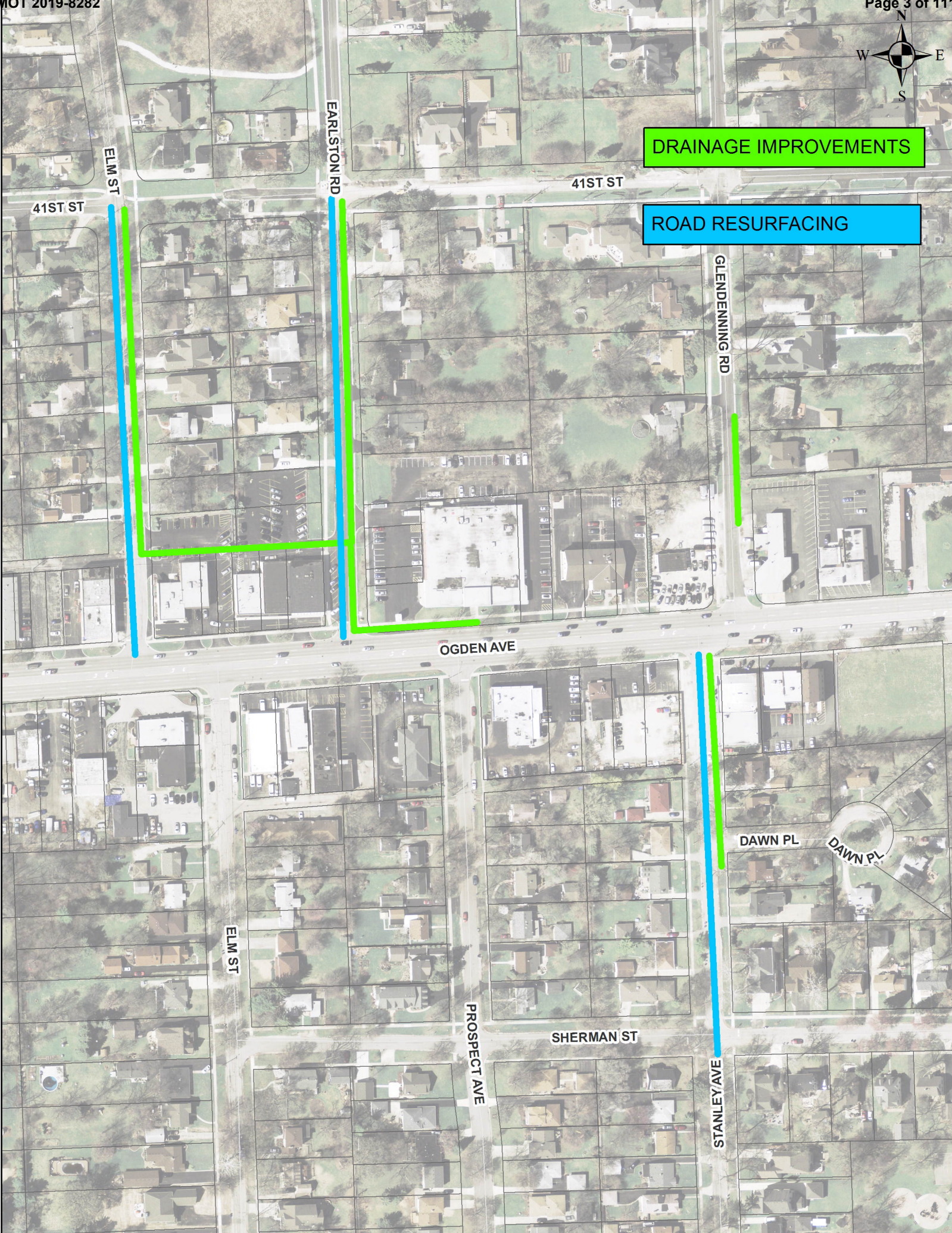
ATTACHMENTS

Aerial Map
Contract Documents
Contractor Evaluations



DRAINAGE IMPROVEMENTS

ROAD RESURFACING



ELM ST

EARLSTON RD

41ST ST

41ST ST

GLENDENNING RD

OGDEN AVE

ELM ST

PROSPECT AVE

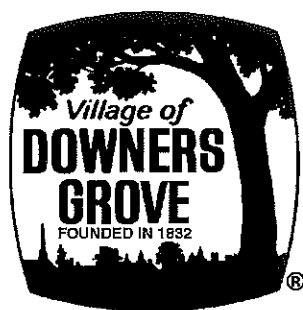
SHERMAN ST

STANLEY AVE

DAWN PL

DAWN PL

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

**CALL FOR BIDS – FIXED WORKS PROJECT**

- I. Name of Company Bidding: Austin Tyler Construction, Inc
- II. Instructions and Specifications:
- A. Bid No.: SW-080-17C
 - B. For: ELM AND EARLSTON DRAINAGE IMPROVEMENTS
 - C. Bid Opening Date/Time: FRIDAY, AUGUST 2, 2019 @ 9:00AM
 - D. Pre-Bid Conference Date/Time: FRIDAY, JULY 26, 2019 @ 9:00AM (OPTIONAL)
 - E. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVENUE, DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: FRIDAY, JULY 19, 2019

This document comprises 89 pages

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

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

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

CALL FOR BIDS – FIXED WORKS PROJECT**Bid No.:** SW-080-17C

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 – Elm and Earlston Drainage Improvements (SW-080-17C)

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, AUGUST 2, 2019 @ 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: Jim Tock, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
 - 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
 - 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.
- 2. BID PREPARATION**
- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.
 - 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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.
- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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 Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.
- 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.

3. PRE-BID CONFERENCE

- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "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.
- 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

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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 a mandatory 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 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 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.

6. BID REJECTION

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

7. BIDDER COMPETENCY

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

8. BIDDER DISQUALIFICATION

8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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

9. BASIS OF AWARD

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

10. AWARD OF CONTRACT

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

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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 that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

14. TAX EXEMPTION

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

15. RESERVED RIGHTS

- 15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

16. CATALOGS AND SHOP DRAWINGS

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

- 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.

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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:

25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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, 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. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et seq., and The Americans with Disabilities Act, 42 U.S.C. Secs. 12101 et seq.

26. SEXUAL HARASSMENT POLICY

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

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

26.1.4 Describes the Contractor's internal complaint process including penalties;

26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

27. EQUAL EMPLOYMENT OPPORTUNITY

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

27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

and will take appropriate affirmative action to rectify any such underutilization.

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

28. DRUG FREE WORK PLACE

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

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

28.1.1 Publishing a statement:

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

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

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

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

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

(1) the dangers of drug abuse in the workplace;

(2) the Village's or Contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation and employee assistance programs;

(4) the penalties that may be imposed upon employees for drug violations.

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

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

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

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

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

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

30. PREVAILING WAGE ACT

30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (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 that guarantees 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

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

32. INSURANCE REQUIREMENTS

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

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

for all owned, hired and non-owned automobiles.

- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers, its officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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

33. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

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

34. SUBLETTING OF CONTRACT

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

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

35. TERMINATION OF CONTRACT

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

36. BILLING AND PAYMENT PROCEDURES

- 36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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 thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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 increase in writing.

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

- 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 AND VENUE

- 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 does 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.

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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 as adopted by the Illinois Department of Transportation, January 1, 2018 (collectively the “SSRBC”); and
 - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised January 2017.
 - 1.1.4 Standard Detail Drawings, Village of Downers Grove, Illinois revised 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 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby ineffective and not a part of this Contract.

2. COOPERATION OF CONTRACTOR

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

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

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

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

- 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 and/or regulations of the Occupation Safety and Health Administration (OSHA) and Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.
- 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
- 3.1.1.4 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 its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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 November 8, 2019. 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:

(a) Unless approved in writing by the Village, no more than one corner at each intersection may be closed to the pedestrian traffic at any time.

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, 4.1.3, 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 36 of Part II of this document (Billing and Payment Procedures.)

5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project and certified payroll records, 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

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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.

- 5.1.3 For each progress payment made to the Contractor prior to acceptance of the Work by the Village, the Village shall have the right to retain ten percent (10%) of the amount due to the Contractor for each such payment. The Village may, in its sole discretion, reduce the amount to be retained at any time.

Typically, upon completion of 50% of the work, as determined by the Engineer, retainage may be reduced to 5%. Upon substantial completion, as determined by the Engineer, retainage may be reduced to 2%. Additionally, the Village has the right to withhold an amount of money equivalent to complete unfinished work and/or work that may need to be redone.

6. SCOPE OF WORK

- 6.1 In addition to the Special Provisions in the Detailed Specifications Section below, Section 104 of the SSRBC shall govern scope of work, with the following revisions:

- 6.1.1 Modify Article 104.02 as follows:

104.02 Alterations, Cancellations, Extensions, Deductions, and Extra Work.

The Department reserves the right to make, in writing, at any time during work, changes in quantities, alterations in work, and the performance of extra work to satisfactorily complete the project. Such changes in quantities, alterations, and extra work shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If alterations or changes in quantities do not significantly change the character of the work to be performed under contract, the altered work will be paid for as provided elsewhere in the contract. The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction ~~or when a major item, defined as an item whose total original contract cost plus any additions exceeds ten percent of the total original contract amount, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.~~

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Engineer before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item. The Contractor shall accept payment for alterations which result in an increase or decrease in the quantities of work to be performed according to the following.

(a) All increases in work of the type which appear in the contract as pay items accompanied by unit prices will, except as provided under paragraph (d) herein, be paid for at the contract unit prices. Decreases in quantities included in the contract will be deducted from the contract at the unit bid prices. No allowance will be made for delays or anticipated profits.

(b) Major items of work for which the quantities are increased by not more than 125 percent or reduced to not less than 75 percent of the original contract quantities OR DECREASED will be paid for as specified in paragraph (a) above. ~~Any adjustments for increased quantities for major items of work increased more than 125 percent shall only apply to that portion in excess of 125 percent of original contract quantities. Any adjustments made for major items of work which are decreased to less than 75 percent of the original contract quantities shall apply to the actual amount of work performed.~~

(c) Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for according to Article 109.04.

(d) Extra work for which there is a pay item at unit price in the contract which for any one or more of the following reasons materially increases or decreases the cost of the pay item as bid and which is not included in the prices bid for other items in the contract will be paid for according to Article 109.04. This includes:

- (1) Work involving a substantial change of location.
- (2) Work which differs in design.
- (3) Work requiring a change in the type of construction.

(e) In cases where the Department cancels or alters any portion of the contract items, items which are partially completed will be paid for as specified in Article 109.06.

Claims for extra work which have not been authorized in writing by the Engineer will be rejected.

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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 Elm and Earlston Drainage Improvement project shall generally consist of the following:

- Installation of soil erosion and sediment control practices, as called out on the plans
- Construction of a new proposed storm sewer system on Elm, Earlston, Glendenning, Stanley and Ogden (3,100LF of 12" to 18")
- Full depth pavement removal and patching (2,000 SQYD)
- Pavement resurfacing (4,800 SQYD)
- Sidewalk, curb and gutter, and driveway removal and replacement as called out on plans
- Aggregate shoulder, type B, installation, as required on the plans
- Re-shaping the ditches to flow towards proposed inlets where specified on the plans
- 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. Access to **all** individual drives within the current work zone must be restored at the end of each workday.

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

Protection of Work

The Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

Cleaning Up

The Contractor shall, at all times, keep the premises free from an accumulation of waste material or rubbish caused by his employees or work. At the end of the day, he shall remove all his rubbish from and about the streets and sidewalks. All his tools, form boards, and surplus materials shall be removed and relocated to any temporary on-site storage location assigned by the Village or its Engineer, and shall leave his work "broom clean" or its equivalent, unless more precisely defined. Upon completion of the work called for by the contract, and upon final inspection and acceptance, the Contractor shall remove any of his remaining rubbish, tools, form boards, and surplus materials completely from the work site.

In case of dispute, the Village may remove the rubbish and any other materials and charge the cost to the Contractor.

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 each Sub-Contractor:

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

SP-4 ACCESS AND WATER SHUT-OFF NOTIFICATION

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

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

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

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

SP-5 ADJUSTMENTS AND RECONSTRUCTIONS

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

“602.04 Concrete. Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-1 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020.”

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

“Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.05 to read:

“603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.06 to read:

“603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-1 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

The surface of the Class PP concrete shall be constructed flush with the adjacent surface.” Revise the first sentence of Article 603.07 to read:

“603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.”

SP-6 AVAILABLE REPORTS

No project specific reports were prepared.

When applicable, the following checked reports and record information is available for Bidders' reference upon request:

- Record structural plans
- Preliminary Site Investigation (PSI)
- Preliminary Environmental Site Assessment (PESA)
- Soils/Geotechnical Report

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

- Boring Logs
- Pavement Cores
- Location Drainage Study (LDS)
- Hydraulic Report
- Noise Analysis
- Other: _____

Those seeking these reports should request access from:

On behalf of the Village of Downers Grove –

David Vogel, P.E.
V3 Companies
dvogel@v3co.com
(630) 729-6125

SP-7 DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (D-1)

Effective: April 1, 2011

Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

- “(i) Temporary Hot-Mix Asphalt (HMA) Ramp (Note 1) 1030
(j) Temporary Rubber Ramps (Note 2)

Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm). Note 2. The rubber material shall be according to the following.

Property	Test Method	Requirement
Durometer Hardness, Shore A	ASTM D 2240	75 +15
Tensile Strength, psi (kPa)	ASTM D 412	300 (2000) min
Elongation, percent	ASTM D 412	90 min
Specific Gravity	ASTM D 792	1.0 - 1.3
Brittleness, °F (°C)	ASTM D 746	-40 (-40) ¹

Revise Article 603.07 of the Standard Specifications to read:

“603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

When castings are under traffic before the final surfacing operation has been started, properly sized temporary ramps shall be placed around the drainage and/or utility castings according to the following methods.

- (a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm) around the entire surface of the casting.
- (b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be protected meets the proper sizing requirements for the rubber ramps as shown below.

Dimension	Requirement
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)
Thickness at inside edge	Height of casting + 1/4 in. (6 mm)
Thickness at outside edge	1/4 in. (6 mm) max.
Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min

Placement shall be according to the manufacturer's specifications.

Temporary ramps for castings shall remain in place until surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary ramp shall be removed. Excess material shall be disposed of according to Article 202.03."

SP-8 FRICTION AGGREGATE (D-1)

Effective: January 1, 2011

Revised: April 29, 2016

Revise Article 1004.03(a) of the Standard Specifications to read:

"1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
-----	---------	--------------------

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	<u>Allowed Alone or in Combination</u> ^{5/ 6/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-9.5 or IL-9.5L SMA Ndesign 50 Surface	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}
HMA High ESAL	D Surface and Leveling Binder IL-9.5 SMA Ndesign 50 Surface	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}
		<u>Other Combinations Allowed:</u>
		<i>Up to...</i> <i>With...</i>
		25% Limestone Dolomite

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

Use	Mixture	Aggregates Allowed	
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/6/} :	
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Dolomite ^{2/}	Any Mixture E aggregate
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
		75% Crushed Gravel ^{2/} or Crushed Concrete ^{3/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/6/} :	
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Crushed Gravel ^{2/} , Crushed Concrete ^{3/} , or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume.”
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80.”

SP-9 HMA MIXTURE DESIGN REQUIREMENTS (D-1)

Effective: January 1, 2013

Revised: January 1, 2018

1) Design Composition and Volumetric Requirements

Revise the table in Article 406.06(d) of the Standard Specifications to read:

“MINIMUM COMPACTED LIFT THICKNESS	
Mixture Composition	Thickness, in. (mm)
IL-4.75	3/4 (19)
SMA-9.5, IL-9.5, IL-9.5L	1 1/2 (38)
SMA-12.5	2 (50)
IL-19.0, IL-19.0L	2 1/4 (57)”

Revise the table in Article 1004.03(c) of the Standard Specifications to read:

“Use	Size/Application	Gradation No.
Class A-1, 2, & 3	3/8 in. (10 mm) Seal	CA 16
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & 3	Cover	CA 14
HMA High ESAL	IL-19.0	CA 11 ^{1/}
	IL-9.5	CA 16, CA 13 ^{3/}
HMA Low ESAL	IL-19.0L	CA 11 ^{1/}
	IL-9.5L	CA 16
	Stabilized Subbase or Shoulders	
SMA ^{2/}	1/2 in. (12.5mm) Binder & Surface	CA13 ^{3/} , CA14 or CA16
	IL 9.5	CA16, CA 13 ^{3/}
	Surface	

1/ CA 16 or CA 13 may be blended with the gradations listed.

2/ The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

Revise Article 1004.03(e) of the Supplemental Specifications to read:

“(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent.”

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

“IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steel slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours.”

Revise the nomenclature table in Article 1030.01 of the Standard Specifications to read:

“High ESAL	IL-19.0 binder; IL-9.5 surface; IL-4.75; SMA-12.5, SMA-9.5
Low ESAL	IL-19.0L binder; IL-9.5L surface; Stabilized Subbase (HMA) ^{1/} ; HMA Shoulders ^{2/}

1/ Uses 19.0L binder mix.

2/ Uses 19.0L for lower lifts and 9.5L for surface lift.”

Revise Article 1030.02 of the Standard Specifications and Supplemental Specifications to read:

“**1030.02** **Materials.** Materials shall be according to the following.

Item	Article/Section
(a)	Coarse Aggregate 1004.03
(b)	Fine Aggregate 1003.03
(c)	RAP Material 1031
(d)	Mineral Filler 1011
(e)	Hydrated Lime 1012.01
(f)	Slaked Quicklime (Note 1)
(g)	Performance Graded Asphalt Binder (Note 2) 1032
(h)	Fibers (Note 3)
(i)	Warm Mix Asphalt (WMA) Technologies (Note 4)

Note 1. Slaked quicklime shall be according to ASTM C 5.

Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be an Elvaloy or SBS PG 76-22 for IL-4.75, except where modified herein. The elastic recovery shall be a minimum of 80.

Note 3. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 4. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, "Warm Mix Asphalt Technologies".

Revise Article 1030.04(a)(1) of the Standard Specifications and the Supplemental Specifications to read: "(1) High ESAL Mixtures. The Job Mix Formula (JMF) shall fall within the following limits.

High ESAL, MIXTURE COMPOSITION (% PASSING) ^{1/}										
Sieve Size	IL-19.0 mm		SMA ^{4/} IL-12.5 mm		SMA ^{4/} IL-9.5 mm		IL-9.5 mm		IL-4.75 mm	
	mi n	ma x	mi n	ma x	mi n	ma x	mi n	ma x	mi n	ma x
1 1/2 in (37.5 mm)										
1 in. (25 mm)		100								
3/4 in. (19 mm)	90	100		100						
1/2 in. (12.5 mm)	75	89	80	100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	90	100
#8 (2.36 mm)	20	42	16	24 ^{5/}	16	32 ^{5/}	34 ^{6/}	52 ^{2/}	70	90
#16 (1.18 mm)	15	30					10	32	50	65
#30 (600 μm)			12	16	12	18				
#50 (300 μm)	6	15					4	15	15	30

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

#100 (150 µm)	4	9					3	10	10	18
#200 (75 µm)	3	6	7. 0	9. 0 3/	7. 5	9. 5 ^{3/}	4	6	7	9 3/
Ratio Dust/As phalt Binder		1. 0		1. 5		1. 5		1. 0		1. 0

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ The maximum percent passing the #635 (20 µm) sieve shall be ≤ 3 percent.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 6/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

Revise Article 1030.04(b)(1) of the Standard Specifications to read:

“(1) High ESAL Mixtures. The target value for the air voids of the HMA shall be 4.0 percent and for IL-4.75 it shall be 3.5 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix, and shall conform to the following requirements.

VOLUMETRIC REQUIREMENTS				
High ESAL				
	Voids in the Mineral Aggregate (VMA), % minimum			Voids Filled with Asphalt Binder (VFA), %
Ndesign	IL-19.0	IL-9.5	IL-4.75 ^{1/}	
50	13.5	15.0	18.5	65 – 78 ^{2/}
70			65 - 75	
90				

- 1/ Maximum Draindown for IL-4.75 shall be 0.3 percent
- 2/ VFA for IL-4.75 shall be 72-85 percent”

Replace Article 1030.04(b)(3) of the Standard Specifications with the following:

“(3) SMA Mixtures.

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

Volumetric Requirements SMA ^{1/}			
Ndesign	Design Air Voids Target %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %
80 ^{4/}	3.5	17.0 ^{2/}	75 - 83
		16.0 ^{3/}	

- 1/ Maximum draindown shall be 0.3 percent. The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30 °F.
- 2/ Applies when specific gravity of coarse aggregate is ≥ 2.760 .
- 3/ Applies when specific gravity of coarse aggregate is < 2.760 .
- 4/ Blending of different types of aggregate will not be permitted.

For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.

Add to the end of Article 1030.05 (d) (2) a. of the Standard Specifications:

“During production, the Contractor shall test SMA mixtures for draindown according to AASHTO T305 at a frequency of 1 per day of production.”

Delete last sentence of the second paragraph of Article 1102.01(a) (4) b. 2.

Add to the end of Article 1102.01 (a) (4) b. 2.:

“As an option, collected dust (baghouse) may be used in lieu of manufactured mineral filler according to the following:

- (a.) Sufficient collected dust (baghouse) is available for production of the SMA mix for the entire project.
- (b.) A mix design was prepared based on collected dust (baghouse).

2) Design Verification and Production

Revise Article 1030.04 (d) of the Standard Specifications to read:

“(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (IL mod AASHTO T-324) and the Tensile Strength Test (IL mod AASHTO T-283). The Department will perform a verification test on gyratory specimens compacted by the Contractor. If the mix fails the Department’s verification test, the Contractor shall make the necessary changes to the mix and resubmit compacted specimens to the Department for verification. If the mix fails again, the mix design will be rejected.

All new and renewal mix designs will be required to be tested, prior to submittal for Department

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

verification and shall meet the following requirements:

- (1) Hamburg Wheel Test criteria. The maximum allowable rut depth shall be 0.5 in. (12.5 mm). The minimum number of wheel passes at the 0.5 in. (12.5 mm) rut depth criteria shall be based on the high temperature binder grade of the mix as specified in the mix requirements table of the plans.

Illinois Modified AASHTO T 324 Requirements ^{1/}

Asphalt Binder Grade	# Repetitions	Max Rut Depth (mm)
PG 70 -XX (or higher)	20,000	12.5
PG 64 -XX (or lower)	10,000	12.5

- 1/ When produced at temperatures of 275 ± 5 °F (135 ± 3 °C) or less, loose Warm Mix Asphalt shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions.
For IL 4.75mm Designs (N-50) the maximum rut depth is 9.0mm at 15,000 repetitions.

(2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 60 psi (415 kPa) for non-polymer modified performance graded (PG) asphalt binder and 80 psi (550 kPa) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 200 psi (1380 kPa).”

Production Testing. Revise first paragraph of Article 1030.06(a) of the Standard Specifications to read:

“(a) High ESAL, IL-4.75, WMA, and SMA Mixtures. For each contract, a 300 ton (275 metric tons) test strip, except for SMA mixtures it will be 400 ton (363 metric ton), will be required at the beginning of HMA production for each mixture at the beginning of each construction year according to the Manual of Test Procedures for Materials “Hot Mix Asphalt Test Strip Procedures”. At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results.”

Add the following after the sixth paragraph in Article 1030.06 (a) of the Standard Specifications:

“The Hamburg Wheel test shall also be conducted on all HMA mixtures from a sample taken within the first 500 tons (450 metric tons) on the first day of production or during start up with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day’s production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract.

If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria”

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

Method of Measurement: Add the following after the fourth paragraph of Article 406.13 (b):

“The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design’s G_{mb} .”

Basis of Payment: Replace the fourth paragraph of Article 406.14 of the Standard Specifications with the following:

“Stone matrix asphalt will be paid for at the contract unit price per ton (metric ton) for HOT-MIX ASPHALT SURFACE COURSE, of the mixture composition and Ndesign specified; and HOT-MIX ASPHALT BASE COURSE, of the mixture composition and Ndesign specified.”

SP-10 MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

SP-11 PRECONSTRUCTION MEETING

At the pre-construction meeting the contractor shall deliver, at a minimum, the following:

- Completed Construction Schedule
- 24 Hour Contact list
- Material Cuts Sheets for approval
- Material Mix and Source Sheets for approval
- Signed permit forms, as necessary

The Contractor will not be awarded additional calendar days to complete the project for delays in procurement of materials or approval of material mix and sources. This includes traffic signal equipment.

SP-12 PUBLIC CONVENIENCE AND SAFETY (D-1)

Effective: May 1, 2012

Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

“If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply.”

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

“The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After”

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

“On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical.”

SP-13 SAW CUTS

Full-depth or resurfacing saw cuts shall be used to remove existing paving and appurtenances from material to remain in accordance with Section 440 of the Standard Specifications. The cost of the saw cut shall be included in the cost of the item being removed. Any damages to existing paving, curb, and other appurtenances to remain shall be repaired and/or replaced to the satisfactory of the Engineer at the Contractor’s own expense. No additional compensation will be awarded to the Contractor for this work.

SP-14 STATUS OF UTILITIES (D-1)

Effective: June 1, 2016

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information in regard to their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department’s contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

UTILITIES TO BE ADJUSTED

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances resolution will be a function of the construction staging. The responsible agency must relocate or complete new installations as noted in the action column; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	ACTION
Construction Stage				
Elm, Earlston, Ogden, Glendenning, Stanley ROW and utility easement between Elm and Earlston	Gas	1-1/2” – 4” gas lines and service lines running within the right of way. See Drainage and Utility Plan for specific locations.	Nicor Gas	The Contractor shall field verify the location of the existing gas lines. The existing facilities that are not in conflict with the proposed work shall be protected from damage during construction.

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

Construction Stage: 2 Days Total InstallationUTILITIES TO BE WATCHED AND PROTECTED

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owners part can be secured.

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	ACTION
Elm, Earlston, Ogden, Glendenning, Stanley ROW and utility easement between Elm and Earlston	Gas	1-1/2" – 4" gas lines and service lines running within the right of way. See Drainage and Utility Plan for specific locations.	Nicor Gas	The Contractor shall field verify the location of the existing gas lines. The existing facilities that are not in conflict with the proposed work shall be protected from damage during construction.

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

Agency / Company Responsible to Resolve Conflict	Name of Contact	Address	Phone	Email-address
Village of Downers Grove	Kerry Behr	801 Burlington Ave Downers Grove, IL 60515	(630) 434-5489	kbehr@downers.us
Downers Grove Sanitary District	Ted Cherwak	2710 Curtiss St P.O. Box 1412 Downers Grove, IL 60515	(630) 353-3609	tcherwak@downers.us
Verizon Business	John Bachelder	-	-	investigations@verizon.com
Comcast Cable	Thomas Munar	688 Industrial Dr. Elmhurst, IL 60126	(224) 229-5851	-
ComEd	Kyle Isek	1 Lincoln Centre Oakbrook Terrace, IL 60181	(630) 684-2753	Kyle.Isek@ComEd.com

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

Agency Company Responsible to Resolve Conflict	Name of Contact	Address	Phone	Email-address
Nicor Gas	Bruce Koppang	1844 Ferry Rd. Naperville, IL 60563	(630) 388- 3046	bkoppan@aglresources.com

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be taken into account in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided in the action column for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation dates must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor and the utility companies. The Department's contractor is responsible for contacting J.U.L.I.E. prior to any and all excavation work.

SP-15 TRENCH BACKFILL

Description: All trenches and excavations beneath pavements and driveways, as shown on plans or as directed by the Engineer in the field, will require **SELECTED GRANULAR BACKFILL**

Trench Backfill, CA-6 shall meet the requirements of Section 1004 of the SSRBC, gradation to be "CA-6", except that GR-7 gravel will not be allowed. Select Granular Backfill, CA-6 should be used when under or within 2' of paved areas or structures, and shall extend from 1' above the pipe to the bottom of the aggregate base course layer of the pavement section.

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

All backfilling shall be done in accordance with Section 20-4.06 of the Water and Sewer Specs. Specifically, all trenches and excavations other than those shown on the plans or designated by the Engineer to receive **SELECTED GRANULAR BACKFILL, CA-6** shall be backfilled by any acceptable method which will not dislodge or damage the pipe, or cause bridging action in the trench. Spoil material may be used as backfill in turf areas. In turf areas, **SELECTED GRANULAR BACKFILL, CA-11** shall be used to a height of one (1) foot above the top of the storm sewer pipe, and the balance of the backfill may be approved excavated material.

Placement of **SELECTED GRANULAR BACKFILL, CA-11** as Bedding and Haunching and **SELECTED GRANULAR BACKFILL, CA-6** as Initial Backfill, as defined in the Water and Sewer Specs shall be considered incidental to the contract price for installation of the utility pipe.

Payment shall be made only for the placement of **SELECTED GRANULAR BACKFILL, CA-6** as Final Backfill, as defined in the Water and Sewer Specs. Backfill of approved excavated material

Village of Downers Grove – Elm and Earleston Drainage Improvements (SW-080-17C)

shall be considered incidental to the contract price for installation of the utility pipe.

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

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

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

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

TRENCH BACKFILL

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

SP-16 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION:

Description of Work. This work shall be in accordance with all applicable portions of Section 210 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

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

GEOTECHNICAL FABRIC FOR GROUND STABILIZATION,

which shall include all labor, materials, and equipment necessary to install the fabric and any other items required to complete the work as specified on the plans and described herein.

SP-17 DETECTABLE WARNINGS

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

Detectable Warnings shall be brick red, cast-in-place composite panels with inline dome pattern. Panels shall be installed full width of the walk (2" max concrete border allowed) in accordance with the latest PROWAG guidelines and at the direction of the Public Works Director (or his/her designee).

Detectable Warnings shall be Access-Tile Cast-In-Place Replaceable, or equivalent equal.

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

DETECTABLE WARNINGS,

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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

SP-18 PAVEMENT REMOVAL

Description: This work shall consist of removing bituminous surface pavement. This work shall be in accordance with Section 440 of the Standard Specifications, except as modified herein:

Add the following to Section 440.07 (b):

Pavement removal shall include excavation and removal of aggregate base.

Initial saw-cutting of pavement and cleaning of edges prior to pavement replacement shall be included in the cost of **PAVEMENT REMOVAL**.

Method of Measurement: This work will be measured for payment in accordance with Section 440 of the Standard Specifications.

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

PAVEMENT REMOVAL,

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

SP-19 DRIVEWAY PAVEMENT REMOVAL

Description: This work shall consist of removing sidewalk. This work shall be in accordance with Section 440 of the Standard Specifications, except as modified herein:

Add the following to Section 440.07 (b):

Driveway Pavement removal shall include excavation and removal of aggregate base.

Initial saw-cutting of pavement and cleaning of edges prior to pavement replacement shall be included in the cost of **DRIVEWAY PAVEMENT REMOVAL**.

Method of Measurement: This work will be measured for payment in accordance with Section 440 of the Standard Specifications with the following revisions.

Basis of Payment: This work will be paid for at the contract unit price per **SQUARE FOOT** for **DRIVEWAY PAVEMENT REMOVAL**.

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

SP-20 COMBINATION CONCRETE CURB AND GUTTER REMOVAL

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

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

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

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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

COMBINATION CONCRETE CURB AND GUTTER REMOVAL,

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

SP-21 STORM SEWER REMOVAL (SIZE SPECIFIED)

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

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

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

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

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

STORM SEWER REMOVAL (SIZE SPECIFIED),

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

SP-22 DOMESTIC WATER SERVICE TO BE ADJUSTED

Description of Work. This work consists of the adjustment of domestic water service boxes within the construction limits.

Method of Measurement. This work will be measured per EACH item completed.

Basis of Payment. The work shall be paid for at the contract unit price per EACH for

DOMESTIC WATER SERVICE TO BE ADJUSTED

which shall include all labor, materials, and equipment necessary to adjust any service boxes as necessary and any other items required to complete the work as specified on the plans and described herein.

SP-23 MANHOLES, CATCH BASINS, AND INLETS (SIZE AND TYPE SPECIFIED)

Description: 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).

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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 inches (2") in 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 I with either Type B closed lids or Type 11 frame and grates.

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

MANHOLES, CATCH BASINS, or INLETS, of the type and size specified.

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

SP-24 COMBINATION CONCRETE CURB AND GUTTER (TYPE)

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

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

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

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

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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

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

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

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

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

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

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

COMBINATION CONCRETE CURB AND GUTTER (TYPE),

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

SP-25 SHREDDED BARK MULCH, 4"

This work shall consist of the furnishing and installing shredded tree bark mulch approved by the Engineer and in accordance with the details in the plans, the applicable portions of Section 1081 of the Standard Specifications, and this Special Provision.

The cost of all the labor, excavation, materials and equipment necessary to complete the work as indicated in the details in the plans and this Special Provision shall be included in the contract unit price per **SQUARE YARD** for

SHREDDED BARK MULCH 4",

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

SP-26 TEMPORARY INFORMATION SIGNING (D-1)

Effective November 13, 1996

Revised: January 2, 2007

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

Description: This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

Materials: Materials shall be according to the following Articles of Section 1000 - Materials:

<u>Item</u>	<u>Article/Section</u>
a.) Sign Base (Notes 1 & 2)	1090
b.) Sign Face (Note 3)	1091
c.) Sign Legends	1092
d.) Sign Supports	1093
e.) Overlay Panels (Note 4)	1090.02

Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.

Note 2. Type A sheeting can be used on the plywood base.

Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.

Note 4. The overlay panels shall be 0.08 inch (2 mm) thick.

GENERAL CONSTRUCTION REQUIRMENTS

Installation: The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Signs which are placed on overhead bridge structures shall be fastened to the handrail with stainless steel bands. These signs shall rest on the concrete parapet where possible. The Contractor shall furnish mounting details for approval by the Engineer.

Method Of Measurement: This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

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

TEMPORARY INFORMATION SIGNING.

SP-27 ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE

If construction activities will result in removal and disposal of excavation spoils, per Illinois Public Act 96-1416 and the Illinois Environmental Protection Agency, soil sampling and analysis, along with certification

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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

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

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

- Reliable Lyons CCDD, 4226 Lawndale Ave, Lyons, IL 60534
- Hanson Material Service, 125 N Independence Blvd Romeoville, IL 60446
- Bluff City Materials, 1245 Gifford Rd, Elgin, IL 60120
- Vulcan Materials, 5500 Joliet Rd, McCook, IL 60525
- Heartland Recycling Aurora CCDD, Mettel Rd, Aurora, IL 60505

Contractor shall consult with these facilities prior to submitting a bid for this project. Contractor shall base his bid on hauling all CCDD generated by this project to these facilities. No additional compensation will be allowed for hauling to any other facilities, for any reason, unless none of the above listed facilities will accept the material. If an alternate facility was approved by the Village prior to bid submittal, and that facility will no longer accept the material, the facilities listed above shall be used by the Contractor at no additional cost to the Village, unless none of the above facilities will accept the material. In the case where neither any of the above listed facilities, nor a pre-approved alternate facility, will accept the material, the Village and Contractor shall attempt to locate an alternate facility, unless the material is classified as unsuitable for disposal in a CCDD facility, in which case it shall be hauled to a landfill and paid for as specified below. Should the Contractor wish to haul material to an alternate facility, the name, location and contact information for the proposed facility shall be submitted to the Village for evaluation, a minimum of five (5) calendar days prior to submission of a bid. Any costs associated with additional sampling, analysis, and/or reporting to meet the acceptance requirements of the alternate facility shall be borne by the bidding Contractor and included within the Contractor's bid. By submitting a bid, Contractor agrees that at least one (1) of the above listed facilities, or an alternate facility approved by the Village in writing prior to the submission of the bid, will accept the material and shall be used for disposal of all CCDD from this project, unless otherwise determined to be non-hazardous special waste as specified below. In the event that the Contractor needs to alter the CCDD facility used for placement of excavated material, the Contractor shall notify the Engineer no later than three (3) days in advance of the planned alteration. In no event shall material be hauled to an alternate facility without the written permission of the Engineer.

Construction Requirements: The Contractor shall be responsible for satisfactory removal and disposal of

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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

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

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

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

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

ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE,

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

SP-28 ADJUSTING SANITARY SERVICE LINES

Description. This work shall consist of adjusting (replacing) sanitary service lines required where the proposed storm sewer is in direct conflict with the existing sanitary service line in accordance with Section

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

563 of the Standard Specifications and as specified herein, with the exception that adjustments (replacements) shall be constructed in addition to the “Sewer and Water Specs” per the Downers Grove Sanitary District’s specifications for sewer construction, and that this item will be paid for per EACH adjustment. **Excavation, removal of excavation from site, support of trenches, material (pipe, fittings, etc.), trench backfill, compacting of trench backfill, and all other items required to perform the work will be considered incidental.** Pavement and parkway restoration will be paid for separately under pavement removal, sidewalk removal, HMA surface and binder placement, sidewalk placement, and sod restoration.

Materials. All material shall abide by Downers Grove Sanitary District specifications for sewer construction.

Measurement and Payment. The work shall be paid for at the contract unit price per EACH for:

ADJUSTING SANITARY SERVICE LINES

which price shall include all work as described above.

SP-29 AGGREGATE SHOULDERS, TYPE B, SPECIAL

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

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

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

AGGREGATE SHOULDERS, TYPE B, SPECIAL,

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

SP-30 CLEARING

Description: This work shall be performed in accordance with the applicable portions of Section 201 of the Standard Specifications for Road and Bridge Construction, except as modified herein or in the plans. Clearing shall consist of the removal and disposal of all obstructions to the project, including natural vegetation inclusive of shrubs, stumps and trees less than 6 inches in diameter and all non-natural obstructions to the work such as fences, walls, foundations, accumulations of rubbish of whatever nature and other existing structures, the removal of which is not otherwise provided for in Section 501 of the Standard Specifications for Road and Bridge Construction. The clearing of all logs, shrubs, bushes, trees, saplings, grass, weeds, other vegetation, and stumps from trees less than 6 inches in diameter are also included in this work.

Clearing shall be limited to the construction limit area shown on the plans or as directed by the

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

ENGINEER. Any damage to areas outside of the construction limits shall be repaired/replaced by the CONTRACTOR to the ENGINEER'S satisfaction at the CONTRACTOR'S expense.

Method of Measurement: This item shall be measured in place in acres.

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

CLEARING,

which price shall include all labor, materials, and equipment necessary to complete the work as specified on the plans and described herein.

SP-31 CONCRETE GUTTER, TYPE SPECIFIED

Description: This work shall consist of the placement of PCC gutter in accordance with the applicable parts of Sec. 606 of the SSRBC, except as amended herein.

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

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

New gutter shall be backfilled with existing excavated earth.

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

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

All voids existing between newly placed gutter and the adjacent roadway pavement shall be filled with Class SI concrete, prior to bituminous surface placement, to a point 3 inches below finish grade. This work shall be considered incidental. Earth excavation and haul off shall be considered incidental to the construction of the gutter.

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

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

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

CONCRETE GUTTER, TYPE SPECIFIED

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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

SP-32 CONFLICT MANHOLE (SIZE, TYPE, FRAME)

Description: This work shall consist of constructing a storm sewer manhole together with frames and the conflict manhole detail on the Drawings and as specified herein.

Construction Requirements: Drainage structures shall be precast reinforced concrete in accordance with Article 602.07 of the Standard Specifications. The section of sanitary sewer to pass through the conflict manhole shall be encased in ductile iron or steel casing (coated on both interior and exterior) with spacers. The casing for the sanitary sewer running through the conflict manhole shall be installed in two pieces and tack welded back together. The casing pipe shall be wrapped with “Canusa” pipe wrap and the casing ends shall be sealed with brick and mortar. Manholes shall be provided with epoxy-coated cast iron steps on 16” centers from frame to invert.

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

CONFLICT MANHOLE (SIZE, TYPE, FRAME),

of which unit prices shall include all sewer pipe, casing pipe, couplings, frame and lids, backfilling, sand cushion, flat slab tops and all labor, material and equipment necessary to complete work.

SP-33 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-34 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.

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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

Prior to final payment and within 28 calendar days of substantial completion, as determined in section III.4.1.1, 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-35 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, inlet or end section as the case may be.

SP-36 DRIVEWAYS

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

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

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

PCC Driveways: The base course shall consist of 6 inches of Type CA-6 aggregate base, measured after placement and compaction. The surface course shall consist of 6 inches of Class PV Portland Cement Concrete. The Driveway shall be placed by methods and materials outlined in Articles 423 and 1020 .04 of the Standard Specifications.

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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

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

BRICK PAVER Driveways and Edging: This item shall consist of removing, securely storing and reinstalling the existing brick pavers at the locations shown on the plans and as directed by the Engineer. This work shall be performed in accordance with the details in the plans. Any excavation, aggregate sub-base, edge restraints, or sand required will be included in the cost. Work shall be in accordance with the applicable portions of Section 351 of the Standard Specifications. The existing pavers/flag stones shall be salvaged and stored at a location that will prevent them from being damaged or lost. If existing bricks are damaged during excavation or the quantity is not enough to construct the proposed driveway, the Contractor will be required to furnish brick of the same size, shape, color and texture as the existing material.

The Contractor shall document the existing paver pattern prior to removal to ensure that pattern of the reinstalled pavers matches the existing pattern as much as practical.

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

P.C.C. DRIVEWAY PAVEMENT, SPECIAL, of the thickness specified,

or

HOT-MIX ASPHALT DRIVEWAY PAVEMENT, SPECIAL, of the thickness specified,

or

BRICK DRIVEWAY REMOVAL AND REPLACEMENT,

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

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

SP-37 EXPLORATORY TRENCH, SPECIAL

Description. 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 Selected Granular 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.

Granular Backfill will not be measured for payment.

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

Exploratory excavation will be measured in its original position and the volume calculated in cubic yards based upon the dimensions of the excavation ordered by the Engineer. Selected Granular Backfill will not be measured for payment.

Basis of 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-38 INLET PROTECTOR

Description: This work shall be in accordance with Section 280 of the Standard Specifications except as modified herein.

The Inlet Protector shall be a reinforced sediment bag with a frame that is inserted between the existing frame and grate. The Inlet Protector shall have an overflow feature to prevent ponding during heavy storms.

The Engineer has pre-approved the IPP Inlet Filter as manufactured by Inlet & Pipe Protection, Inc., 1635 Tonne Road, Elk Grove Village, IL (847) 722-0690. Other manufacturers may be used with prior approval from the Engineer.

Inlet protectors, as described above, shall be used unless there is an unusual structure or circumstance which prevents the baskets from being properly installed.

Basis of Payment: Payment will be made at the contract unit price per **EACH** for:

INLET PROTECTOR,

which price shall include all costs associated with the installation and any necessary relocation of the protection system.

Cleaning and/or replacement of the Inlet Protector will be at the discretion of the Engineer and shall be measured for payment only once regardless of the number of cleanings and/or replacements. Payment will be made at the contract unit price per **EACH** for:

INLET PROTECTOR CLEANING,

which price shall include all costs associated with the maintenance and cleaning of the protection system regardless of the number of cleanings and/or replacements.

SP-39 P.C.C. SIDEWALK REMOVAL AND REPLACE

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

Removal of existing sidewalk shall include saw cutting and disposal of existing concrete as directed by the

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

Engineer, removal of tree roots, bituminous paved sidewalks and/or bituminous overlayment of existing sidewalks.

Excavation for new sidewalk shall be performed with a Gradall. Operating 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).
- c) The placement of five inch (5") thick, Class SI Portland Cement Concrete, 5.65 cwt/cy mix, with 5-8% air entrainment, 2"-4" slump, and six inch (6") thickness through or in residential driveways or where subject to vehicular traffic, to the width specified on the plans or as directed by the Engineer;
- d) 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 D, 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.

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 REMOVAL AND REPLACE

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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

SP-40 PLUG EXISTING PIPE

Description: This work shall consist of providing a plug when applicable in the existing pipe to be removed as specified on the plans and then filling the pipe with CLSM if applicable to be paid for separately.

Method of Measurement: This work will be measured for payment in place per each plug.

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

PLUG EXISTING PIPE,

which price shall include all labor, equipment, materials and incidentals necessary to complete the work as described above.

SP-41 POROUS GRANULAR EMBANKMENT, SUB-GRADE

Description: 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
*4"	90 ± 10
2"	45 ± 25
#4	30 ± 20

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

#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-42 PRECONSTRUCTION VIDEOTAPING

Description: 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 of Downers Grove in DVD format. Videotaping shall be performed by a reputable company meeting the approval of the Village of Downers Grove, in the presence of a representative of the Owner, 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.

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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-43 RE-GRADE DITCH LINE

Description: This item shall consist of the excavation and shaping of existing or proposed ditch lines as shown on the plans or directed by the engineer. All ditches will be completed to allow for positive drainage to proposed structures and culverts. All excavation, shaping and disposal of excavated material will be included. Parkway restoration will be paid for separately under the appropriate bid item.

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

RE-GRADE DITCH LINE,

which price shall include all the labor, material, and equipment necessary for the work described herein.

SP-44 SANITARY SERVICE RECONNECTION

Description: This work shall consist of the reconnection of existing sanitary services disturbed during the installation of the proposed storm sewer. A service shall be considered whenever the storm sewer passes less than eighteen inches (18") above or any distance below the service. **The contractor must make an attempt to avoid disturbing the service. Any services determined by the Village Engineer to BE deliberately disturbed will not be considered for payment. No reconnection shall be considered for payment unless witnessed and approved by village engineer.**

The existing service pipe shall be cut one and one-half foot beyond the walls of the water main trench in a manner that provides a neat and smooth joint. The reconnection of the new and existing pipes shall be made with PVC pipe grade SDR 26, ASTM D2241, 160 psi pressure pipe, or better with push-on bell and spigot type with rubber ring seal gasket ASTM D3139. See detail in "Standard Detail" section of this document.

Non-shear couplings (couplings with stainless steel shear ring) shall be used to connect pipes of dissimilar material or size – FLEX-SEAL Adjustable Repair Couplings. The excavation shall be backfilled with **TRENCH BACKFILL** to a point one foot above the top of the sanitary service. Backfill shall be placed in lifts and firmly compacted such that no future settlement occurs. **No reconnection shall be backfilled until inspected and approved by a representative of the Downers Grove Sanitary District (630-969-0664).**

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

SANITARY SERVICE RECONNECTION,

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

SP-45 SOD RESTORATION

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

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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

This work shall consist of the excavation, topsoiling and sodding from a minimum of one and one-half (1-1/2) feet to a maximum of three (3) feet behind or adjacent to all curbs, sidewalks and driveways removed and replaced during the course of construction or as directed by the Engineer. Restoration will also be performed on areas disturbed by storm sewer or culvert construction, and ditch regrading.

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

All sod shall be salt tolerant meeting the requirements of Art. 1081.03 of the Standard Specifications. All placement of sod shall meet the requirements of Sec. 252 of the Standard Specifications.

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

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

SOD RESTORATION,

which price shall be payment in full for any excavation and grading necessary, the furnishing, transporting and placement of all topsoil and sod and the full watering of sod. Unless otherwise directed by the Engineer restoration of disturbed parkways more than three (3) feet behind the back of curb or more than three (3) feet adjacent to newly constructed driveway or sidewalk or more than six (6) feet either side of the newly placed storm sewer or pipe culvert will not be paid for separately but shall be considered incidental to the contract.

SP-46 STONE PLACEMENT WITHIN DITCH

Description. This work shall consist of furnishing and installing multi-colored 3" diameter river rock, 9" in depth, with final grades matching those identified on the plans. The stones shall be installed in proposed ditches as directed by the Engineer, with widths of 5'. Payment for this item shall include excavation and haul off of all material below proposed finished grades required to install the stones at the depth specified herein and also placement of filter fabric over the entire exposed sub-grade.

Materials. 3" diameter river rock and filter fabric. All material shall be submitted to the Engineer for approval prior to ordering.

Measurement and Payment. The work shall be paid for at the contract unit price per **SQUARE YARD** for:

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

STONE PLACEMENT WITHIN DITCH

which price shall include all work as described above.

SP-47 STORM SEWER CONNECTION TO EXISTING STRUCTURE, (SIZE SPECIFIED)

This work includes the connection of the proposed storm sewers to the existing structures at locations shown on the plans. The proposed connection shall be neatly cut and the area between the cut out and sewer filled with brick and mortar in accordance with Section 1042 of the Standard Specifications.

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

STORM SEWER CONNECTION TO EXISTING STRUCTURE, (SIZE SPECIFIED),

which includes all work specified herein.

SP-48 STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED)

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

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

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

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

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

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

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

1. Removal of all surplus trench excavation from site.
2. Excavation for and placement of bedding material.

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

3. Support of trenches, including any necessary bracing or shoring.
4. De-watering of trench or excavation.
5. Placement and compaction of backfill as Haunching and Initial Backfill, as defined in the Water and Sewer Specs, by vibratory plate or other approved mechanical device.
6. Coring into existing drainage structures where connections are called for on the plans.
7. Sawcutting of pavement and/or curb and gutter.

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

STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED),

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

SP-49 STREET SWEEPING AND DUST CONTROL

Description: 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-50 TEMPORARY DITCH CHECK

Description. This work shall consist of constructing a temporary ditch check at the locations and of the type as shown on the plans, or as directed by the Engineer during the life of the project, and the removal and disposal of the temporary ditch check and accumulated sediment upon the direction of the Engineer.

Materials. The mesh filter sock shall be high density polyethylene (HDPE) expandable, tubular, and photodegradable, 3 millimeter to 5 millimeter, 3/8 inch knitted mesh netting fabric sock of 12 inches and 18 inches diameter. Compost filler material shall be according to Article 1081.05(b) of the Standard Specifications.

Construction Methods. The compost filter sock shall be staked in the side slopes of the ditch with metal stakes spaced 2 feet on center. When a concrete lined channel is present, suitable weights or braces shall also be installed to prevent movement. Additional compost filler material shall be placed upstream of the filter sock to fill the seam between the tube and the ground surface. The compost filter sock shall be in firm contact with the soil and/or concrete lined channel. Under no circumstances shall the compost filter sock be allowed to bridge over surface irregularities. The Contractor shall remove or regrade the ground surface in the vicinity of the filter sock placement to preclude any flow under the device.

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

Maintenance. Maintenance of the temporary ditch filter includes replacement of ditch filter, cleaning, and disposal of sediment as directed by the Engineer and as outlined below.

1. Inspect every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater or equivalent snowfall.
2. Accumulated sediment shall be removed when the capacity for sediment storage has been reduced by half. Sediment that has been removed shall be placed such that it will not reenter the storm drain system.
3. The Contractor shall functionally maintain the Compost Filter Sock whenever tears, splits, unraveling or compressed compost is apparent, immediately repair damage and add supplemental practices as needed.
4. Remove debris accumulated on the Compost Filter Sock.
5. Compost Filter Sock mesh tubes and stakes practices shall be removed upon final vegetation stabilization and the compost spread over the stabilized topsoil.

Disposal. Compost filter sock shall be removed at the direction of the Engineer and be disposed of according to Article 202.03 of the Standard Specifications.

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

TEMPORARY DITCH CHECK

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

SP-51 TEMPORARY SURFACE OVER TRENCH – (AGGREGATE)

Description: This work shall consist of construction, maintenance, and removal of an aggregate surface course for temporary roads and approaches as specified in Section 107.09 of the SSRBC. The depth of the temporary surface over trench shall equal the depth of the proposed, final asphalt patch (11”).

Construction Requirements: Aggregate surface shall be constructed in accordance with the applicable portions of Section 402 of the SSRBC, except that the equipment required for the work will be as directed by the Engineer. Maintenance shall consist of placing and compacting additional aggregate of the same type and gradation as the surface aggregate.

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

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

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

TEMPORARY SURFACE OVER TRENCH – (AGGREGATE),

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

which price shall include all the labor, material, and equipment necessary for furnishing, placing, maintaining, removing and disposing of the aggregate surface or the bituminous patching material surface with aggregate sub-base, used in the construction of temporary road and drive approach surfaces. These items shall also include the maintenance of the temporary pavement.

SP-52 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

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

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

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

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

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

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

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

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

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

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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

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

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

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

TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS,

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

SP-53 TREE PROTECTION

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

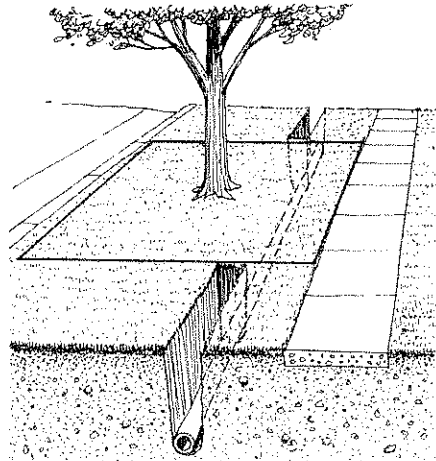
Tree protection shall include avoiding damage to the above ground tree branches and trunk, and the below ground root system and surrounding soil. Tree crowns and trunks shall not suffer any branch or bark loss. Roots shall be protected from compaction, storage of materials, severing, regrading of the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

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

Parkway	Width street to property	Length along street
<u>Tree diameter at 4.5'</u>	<u>(min. curb to sidewalk)</u>	<u>street (minimum)</u>
	<u>Depth</u>	
0 – 12.0 inches	10.0 feet	10 feet 4 feet

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

12.1 – 24.0 inches	10.0 feet	20 feet 4 feet
24.1 or more inches	10.0 feet	30 feet 4 feet



For projects that involve excavations of less than one (1) foot in depth in the parkway or street and are replacing structures in the same location, fencing of the public parkway trees shall not be required. Example projects include, but are not limited to, street pavement resurfacing, curb removal/replacement, driveway removal/replacement, or sidewalk removal/repairs or new sidewalk installations. Contractors shall be mindful of the CRZ dimensions and potential for fines if any parkway trees suffer any unauthorized damage as determined by the Village Forester.

For projects that involve excavations of one (1) or more feet in depth in the parkway or street or both, fencing of the public parkway trees shall be required. Example projects include, but are not limited to, watermain replacements with new roadway keystops and domestic service box installations, sanitary line replacements and new service connections, new or replacement natural gas services, new or replacement phone or fiber optic lines, or new or replacement storm sewers, or projects that widen roads which in turn decreases the parkway soil volume around public parkway trees.

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

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

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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

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

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

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

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

TREE PROTECTION,

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

SP-54 TREE PRUNING

Description: This work shall consist of pruning branches, for aesthetic and structural enhancement, of existing trees as shown on the plans or as directed by the Engineer. All pruning shall be done according to ANSI A300 (Part 1) – Pruning standard.

All trees designated to be saved shall be protected during clearing and subsequent construction operations. Overhanging limbs shall be pruned or cut off to provide a minimum vertical clearance of seven (7) feet from the finished surface.

Basis of Payment: Tree pruning will be paid for at the contract unit price per **EACH** tree for:

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

TREE PRUNING

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

SP-55 TREE REMOVAL 6 TO 15 UNITS DIA. INCHES OR TREE REMOVAL OVER 15 UNITS DIA. INCHES

Description: Tree Removal shall consist of the cutting, grubbing, removal and disposal of all trees and stumps as hereinafter defined.

A tree shall be defined as a woody, perennial plant having a single main stem or trunk, the diameter of which is six (6) inches or more at a point 4-1/2 feet (diameter breast height) above the highest ground level at the tree. Trees having a diameter less than six (6) inches will be considered as shrubs. A tree stump with a diameter at cut off of six (6) inches or more will be considered as a tree for purposes of measurement and removal. All trees, stumps, shrubs and bushes designated for removal shall be removed to a depth of not less than 12 inches below the elevation of the sub-grade, the finished earth surface of the ground line.

Trees to be removed as a payment item will be measured per inch of diameter. The diameter will be measured at a point 4-1/2 feet (DBH) above the highest ground level at the tree. The accumulated total inches of diameter will be the pay quantity.

Basis of Payment: Tree removal will be paid for at the contract unit prices per **UNIT** diameter for

TREE REMOVAL 6 TO 15 UNITS DIA. INCHES,
or
TREE REMOVAL OVER 15 UNITS DIA. INCHES

SP-56 TREE ROOT PRUNING

Description: All trees, public or private, affected by new sidewalk installation within its root protection zone, shall be root pruned prior to any excavation taking place. Root pruning shall be performed in accordance with the Tree Protection Zone detail of the Plans, and shall be done only to the depth of the excavation necessary for installing the new sidewalk. Root pruning shall start and proceed uninterrupted for the length of travel through the root protection zone. Root pruning shall be made no more than ten inches (10") from the tree-side edge of the proposed sidewalk.

Approval by the Village Forester of the equipment to be used for root pruning, as well as the proposed path of the root pruning work, is required prior to the work being performed. The Engineer or his representative shall permit no excavation until written approval is obtained by the Contractor from the Village Forester. No materials or equipment may be stored or kept in the Tree Protection Zone. Tree damage, as determined by the Village Forester, shall be assessed to the Contractor using the most recent edition of the Guide for Plant Appraisal, published by the International Society of Arboriculture.

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

TREE ROOT PRUNING,

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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

SP-57 WATER SERVICE REPLACEMENT

Description: All one and one-half inch (1-1/2") or two inch (2") services requiring replacement shall be replaced from the main to the B-box and shall include a new B-box and Roundway.

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

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

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

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

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

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

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

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

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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

WATER SERVICE REPLACEMENT,

which price shall include all excavation, materials, augering, PVC-SDR-26 Casing Pipe and backfilling necessary to complete this item. Restoration, pavement or driveway replacement, topsoil, and sodding, will be paid for separately.

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

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

V. BID and CONTRACT FORM (Village)

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

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

BIDDER:

Austin Tyler Construction, Inc

Company Name

AUGUST 2, 2019

Date

23343 S. RAGE Rd.

Street Address of Company

65CHUMMA @ AUSTIN-TYLER.COM

E-mail Address

ELWOOD, IL 60421

City, State, Zip

Brian Broderick

Contact Name (Print)

(815) 726-1090

Business Phone

(815) 482-8553 Bill Krizanwicz

24-Hour Telephone

(815) 726-1171

Business Fax

[Signature]

Signature of Officer, Partner or Sole Proprietor

Gary S. Schumal President

Print Name & Title

ATTEST: if a Corporation

[Signature]

Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and 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 – Elm and Earlston Drainage Improvements (SW-080-17C)

V. BID and CONTRACT FORM (Contractor)

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

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

BIDDER:	
Austin Tyler Construction, Inc	August 2, 2019
Company Name	Date
23343 S. Ridge Rd.	Bschuma@Austin-Tyler.com
Street Address of Company	E-mail Address
ELWOOD, IL 60421	Brian Brodemue
City, State, Zip	Contact Name (Print)
(815) 786-1090	(815) 482-8553 ^{Brian Brodemue} _{BRIZANWIC}
Business Phone	24-Hour Telephone
(815) 786-1121	<i>Gary S. Schumal</i>
Business Fax	Signature of Officer, Partner or Sole Proprietor
	President
	Gary S. Schumal
	Print Name & Title
ATTEST: if a Corporation	
<i>Ronald A. Plunk</i>	
Signature of Corporation Secretary	
We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and 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 – Elm and Earlston Drainage Improvements (SW-080-17C)

SCHEDULE OF PRICES:

Pay Item #	Spec. #	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
1	20101400	NITROGEN FERTILIZER NUTRIENT	POUND	47.0	3.00	141.00
2	20101500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	47.0	3.00	141.00
3	20101600	POTASSIUM FERTILIZER NUTRIENT	POUND	47.0	3.00	141.00
4	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	100.0	40.00	4,000.00
5	20800150	TRENCH BACKFILL	CU YD	1,455.0	60.00	87,300.00
6	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	2,087.0	2.00	4,174.00
7	21101625	TOPSOIL FURNISH AND PLACE, 6" (OGDEN)	SQ YD	270.0	8.00	2,160.00
8	25200110	SODDING, SALT TOLERANT (OGDEN)	SQ YD	270.0	16.00	4,320.00
9	28000400	PERIMETER EROSION BARRIER	FOOT	880.0	3.50	3,080.00
10	28000500	INLET AND PIPE PROTECTION	EACH	46.0	95.00	4,370.00
11	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	2,061.0	6.00	12,366.00
12	35501308	HOT-MIX ASPHALT BASE COURSE, 6"	SQ YD	2,061.0	33.00	68,013.00
13	40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	4,636.0	.01	46.36
14	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	465.0	.01	4.65
15	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	258.0	.01	2.58
16	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	772.0	100.00	77,200.00
17	42400800	DETECTABLE WARNINGS	SQ FT	132.0	15.00	1,980.00
18	44000100	PAVEMENT REMOVAL	SQ YD	2,071.0	28.00	57,988.00
19	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	4,820.0	6.00	28,920.00
20	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	332.0	20.00	6,640.00
21	44000300	CURB REMOVAL	FOOT	33.0	12.00	396.00
22	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	182.0	12.00	2,184.00
23	44201809	CLASS D PATCHES, TYPE IV, 13 INCH	SQ YD	385.0	105.00	40,425.00
24	50105220	PIPE CULVERT REMOVAL	FOOT	175.0	20.00	3,500.00
25	55100200	STORM SEWER REMOVAL 6"	FOOT	7.0	14.00	98.00
26	55100400	STORM SEWER REMOVAL 10"	FOOT	11.0	21.00	231.00
27	55100500	STORM SEWER REMOVAL 12"	FOOT	289.0	26.00	7,514.00
28	56500600	DOMESTIC WATER SERVICE TO BE ADJUSTED	EACH	9.0	700.00	6,300.00

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

29	60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1.0	2,500.00	2,500.00
30	60200805	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	4.0	2,400.00	9,600.00
31	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	25.0	2,650.00	66,250.00
32	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1.0	3,500.00	3,500.00
33	60224446	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1.0	13,500.00	13,500.00
34	60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	3.0	1,350.00	4,050.00
35	60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	30.0	1,250.00	37,500.00
36	60250500	CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	1.0	900.00	900.00
37	60252800	CATCH BASINS TO BE RECONSTRUCTED	EACH	1.0	1,750.00	1,750.00
38	60600605	CONCRETE CURB, TYPE B	FOOT	33.0	40.00	1,320.00
39	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	216.0	42.00	9,072.00
40	63301210	REMOVE AND REERECT STEEL PLATE BEAM GUARDRAIL, TYPE A	FOOT	27.0	190.00	5,130.00
41	67100100	MOBILIZATION	LSUM	1.0	40,000.00	40,000.00
42	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	150.0	25.00	3,750.00
43	A2008100	TREE, TILIA CORDATA GLENLEVEN (GLENLEVEN LITTLELEAF LINDEN), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3.0	630.00	1,890.00
44	D2003780	EVERGREEN, THUJA OCCIDENTALIS SMARAGD (EMERALD GREEN AMERICAN ARBORVITAE), 9' HEIGHT, BALLED AND BURLAPPED	EACH	3.0	645.00	1,935.00
45	K1005482	SHREDDED BARK MULCH 4"	SQ YD	35.0	13.75	481.25
46	Z0030850	TEMPORARY INFORMATION SIGNING	SQ FT	51.4	22.75	1,169.35
47	SP-27	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	10.0	450.00	4,500.00
48	SP-28	ADJUSTING SANITARY SERVICE LINES	EACH	10.0	750.00	7,500.00
49	SP-29	AGGREGATE SHOULDERS, TYPE B, SPECIAL	SQ YD	635.0	44.00	27,940.00
50	SP-30	CLEARING	ACRE	0.1	20,000.00	2,000.00
51	SP-31	CONCRETE GUTTER, TYPE 1	FOOT	33.0	59.00	1,947.00
52	SP-32	CONFLICT MANHOLE, 4'-DIAMETER, TYPE A, TYPE 1 FRAME, CLOSED LID	EACH	1.0	5,500.00	5,500.00
53	SP-33	CONNECT EXISTING STORM SEWER TO PROPOSED DRAINAGE STRUCTURE, 4"	EACH	1.0	275.00	275.00
54	SP-33	CONNECT EXISTING STORM SEWER TO PROPOSED DRAINAGE STRUCTURE, 6"	EACH	2.0	315.00	630.00
55	SP-33	CONNECT EXISTING STORM SEWER TO PROPOSED DRAINAGE STRUCTURE, 8"	EACH	1.0	420.00	420.00
56	SP-33	CONNECT EXISTING STORM SEWER TO PROPOSED DRAINAGE STRUCTURE, 10"	EACH	1.0	475.00	475.00
57	SP-33	CONNECT EXISTING STORM SEWER TO PROPOSED DRAINAGE STRUCTURE, 12"	EACH	6.0	650.00	3,900.00

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

58	SP-33	CONNECT EXISTING STORM SEWER TO PROPOSED DRAINAGE STRUCTURE, 42"	EACH	2.0	5,300.00	10,600.00
59	SP-34	CONSTRUCTION STAKING AND RECORD DRAWINGS	LSUM	1.0	8,000.00	8,000.00
60	SP-35	DRAINAGE STRUCTURES TO BE REMOVED	EACH	10.0	550.00	5,500.00
61	SP-36	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, SPECIAL	SQ YD	318.0	55.00	17,490.00
62	SP-36	P.C.C. DRIVEWAY PAVEMENT, SPECIAL	SQ YD	19.0	88.50	1,672.00
63	SP-37	EXPLORATORY TRENCH, SPECIAL	CU YD	22.0	25.00	550.00
64	SP-38	INLET PROTECTOR	EACH	11.0	95.00	1,045.00
65	SP-38	INLET PROTECTOR CLEANING	EACH	11.0	95.00	1,045.00
66	SP-39	P.C.C. SIDEWALK REMOVAL AND REPLACE	SQ FT	1,580.0	10.00	15,800.00
67	SP-40	PLUG EXISTING PIPE	EACH	13.0	225.00	2,925.00
68	SP-41	POROUS GRANULAR EMBANKMENT, SUB-GRADE	CU YD	110.0	50.00	5,500.00
69	SP-42	PRECONSTRUCTION VIDEOTAPING	LSUM	1.0	2,000.00	2,000.00
70	SP-43	RE-GRADE DITCH LINE	FOOT	1,260.0	20.00	25,200.00
71	SP-44	SANITARY SERVICE RECONNECTION	EACH	17.0	450.00	7,650.00
72	SP-45	SOD RESTORATION	SQ YD	2,213.0	18.00	39,834.00
73	SP-46	STONE PLACEMENT WITHIN DITCH	SQ YD	4.0	100.00	400.00
74	SP-47	STORM SEWER CONNECTION TO EXISTING STRUCTURE, 12"	EACH	1.0	950.00	950.00
75	SP-47	STORM SEWER CONNECTION TO EXISTING STRUCTURE, 18"	EACH	1.0	950.00	950.00
76	SP-48	STORM SEWERS, CLASS A, PVC, 6"	FOOT	49.0	46.00	2,254.00
77	SP-48	STORM SEWERS, CLASS A, PVC, 12"	FOOT	59.0	56.00	3,304.00
78	SP-48	STORM SEWERS, CLASS A, DIP, 12"	FOOT	207.0	76.00	15,732.00
79	SP-48	STORM SEWERS, CLASS A, RCP, 12"	FOOT	1,765.0	56.00	98,840.00
80	SP-48	STORM SEWERS, CLASS A, RCP, 15"	FOOT	258.0	87.00	22,446.00
81	SP-48	STORM SEWERS, CLASS A, RCP, 18"	FOOT	767.0	96.00	73,632.00
82	SP-49	STREET SWEEPING AND DUST CONTROL	HOUR	44.0	150.00	6,600.00
83	SP-50	TEMPORARY DITCH CHECK	EACH	10.0	150.00	1,500.00
84	SP-51	TEMPORARY SURFACE OVER TRENCH - (AGGREGATE)	SQ YD	2,041.0	5.00	10,205.00
85	SP-52	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	L SUM	1.0	40,000.00	40,000.00
86	SP-53	TREE PROTECTION	FOOT	2,433.0	3.50	8,515.50
87	SP-54	TREE PRUNING	EACH	16.0	130.00	2,080.00
88	SP-55	TREE REMOVAL 6 TO 15 UNITS DIA. INCHES	UNIT	33.0	40.00	1,320.00
89	SP-55	TREE REMOVAL OVER 15 UNITS DIA. INCHES	UNIT	47.0	50.00	2,350.00

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

90	SP-56	TREE ROOT PRUNING	FOOT	495.0	7.50	3,712.50
91	SP-57	WATER SERVICE REPLACEMENT	EACH	10.0	3,000.00	30,000.00

Total Bid 1,152,622.19

Village of Downers Grove -- Elm and Earlston Drainage Improvements (SW-080-17C)

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to Downers Grove
Elm & Earlston Drainage
Improvements, Bidder Austin Tyler Construction, Inc
(Name of Project) (Name of Bidder)

hereby certifies the following:

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

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

BIDDER'S CERTIFICATION (page 2 of 3)

BY: *Gary S. Schumal*
Bidder's Authorized Agent

3 8 - 3 9 0 0 3 8 8

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 2nd day of August, 2019

John Pelisi
Notary Public
THOMAS J PELSI
Official Seal
Notary Public - State of Illinois
My Commission Expires Feb 26, 2023

(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 Austin Tyler Construction, Inc, and the full names of its Officers are as follows:

President: Gary S. Schumal

Secretary: Ronald A. Plunk

Treasurer: _____

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

Limited Liability Company (LLC)

The Bidder is a LLC organized and existing under the laws of the State of _____, which operates under the legal name of _____, and the full names of its managers or members are as follows:

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

BIDDER'S CERTIFICATION (page 3 of 3)

(c) Partnership

The partnership does business under the legal name of: _____,
which name is registered with the office of _____ in the State of _____.

Names and Addresses of All Partners:

(d) Sole Proprietor

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

6. Are you willing to comply with the Village's insurance requirements within 10 days of the award of the contract? YES NO (circle one)

INSURER'S NAME: Cottingham & Butler

AGENT: Mark Spawler

Street Address: 1770 Park Street Suite 210

City, State, Zip Code: Naperville, IL 60563

Telephone Number: (630) 420-3400

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

Print Name of Company: Austin Tyler Construction, Inc

Print Name and Title of Authorizing Signature: Gary S. Schumal **President**

Signature: 

Date: August 2, 2019

Village of Downers Grove - Elm and Earlston Drainage Improvements (SW-080-17C)

MUNICIPAL REFERENCE LIST

Municipality: Village of Westmont
 Address: 31 West Quincy St. Westmont, IL 60559
 Contact Name: NORIEL NORIEGA Phone #: (630) 981-6295
 Name of Project: WARWICK STORMWATER JOB # 1834
 Contract Value: \$ 956,833 Date of Completion: 11/2018

Municipality: CITY OF LOCKPORT
 Address: 17112 Prime Blvd Lockport, IL 60441
 Contact Name: Brian Stone Phone #: MOBILE 331-300-1427
 Name of Project: 17TH & JEFFERSON RECONSTRUCTION JOB # 1907
 Contract Value: \$1,022,231.00 Date of Completion: 8/2019

Municipality: CITY OF JONET
 Address: 150 W. Jefferson St. Jonet, IL 60432
 Contact Name: Maeg McEvilly Phone #: (815) 724-4000
 Name of Project: GREENWOOD AVE W.M. IMPROVEMENT JOB # 1724
 Contract Value: \$ 2,084,310.00 Date of Completion: 12/2017

Municipality: Village of Homer Glen
 Address: 14240 W. 151st St. Homer Glen, IL 60491
 Contact Name: MR. GREEN ENGINEER Phone #: (815) 385-1778
 Name of Project: Heritage Circle Improvements JOB # 1743
 Contract Value: \$ 3,392,350 Date of Completion: 12/2018

Municipality: Graffer Development
 Address: 251 Central Ave University Park
 Contact Name: Jeff Graffer Phone #: MOBILE (815) 405-9787
 Name of Project: DOT FOODS UNIVERSITY PARK JOB # 1667
 Contract Value: \$ 1,180,238.00 Date of Completion: 12/2017

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

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) Homer Tree Type of Work Tree Removal

Addr: 14400 S. Archer Ave City Lockport State IL Zip 60441

2) Armed Landscape Type of Work Landscaping

Addr: 3197 S. Chicago Ave City Joliet State IL Zip 60436

3) Traffic Control Co. Type of Work Traffic Control

Addr: 14961 South State St. City ^{SOUTH} ~~HOLLAND~~ State IL Zip 60473

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 – Elm and Earlston Drainage Improvements (SW-080-17C)

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: Brian Brodeur

Construction Supervisor: Bill Krizanic

Team Member: JUSTIN LEGGETT

Team Member: BRANDON LEGGETT

Team Member: UNICE TAYLOR

Team Member: MATT LEVINE

Team Member: KURT CHRISTENSEN

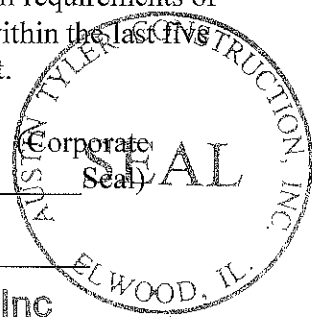
Team Member: NICK MATHEWS

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 can provide detailed supporting information upon request.

Signed by: [Signature]
President

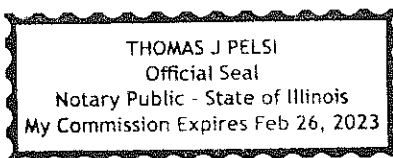
Title: _____
Name & Address: Austin Tyler Construction, Inc

of Contractor 23343 S Ridge Road
Elwood, IL 60421
or Vendor _____



Subscribed and sworn to before me this 2nd day of August, 2019

[Signature]
Notary Public



Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Austin Tyler Construction, Inc

ADDRESS: 23343 S. Ridge Rd.

CITY: ELWOOD

STATE: ILLINOIS

ZIP: 60421

PHONE: (815) 726-1090 FAX: (815) 726-1171

TAX ID #(TIN): 38-3900388

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Charitable/Nonprofit
- Limited Liability Company – Member-Managed
- Limited Liability Company- Manager-Managed
- Medical Corporation
- Government Agency
- CORPORATION**

SIGNATURE: [Signature] DATE: August 2, 2019

Village of Downers Grove – Elm and Earleton Drainage Improvements (SW-080-17C)

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: Austin Tyler Construction, 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.**


LABORERS LOCAL 75 - IL 01 - 0602

OPERATORS LOCAL 150 - IL 00 8780173

CEMENT FINISHER LOCAL 11 - IL 004890005

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: Gary S. Schumal **President**

Signature: 

Date: AUGUST 2, 2019

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

BUY AMERICA CERTIFICATION

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

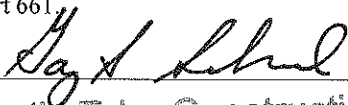
Instructions:

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 _____

Austin Tyler Construction, Inc

Title _____

President

Date _____

August 2, 2019

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 – Elm and Earlston Drainage Improvements (SW-080-17C)

Suspension or Debarment Certificate
--

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

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

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

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

Company Name: Austin Tyler Construction, Inc

Address: 23343 S. Ridge Rd.

City: Elwood, IL Zip Code: 60421

Telephone: (815) 726-1090 Fax Number: (815) 726-1131

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

Authorized Company Signature: Gary S. Schuma

Print Signature Name: Gary S. Schuma Title of Official: President

Date: August 2, 2019

CAMPAIGN DISCLOSURE CERTIFICATE

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

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

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

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

Under penalty of perjury, I declare:

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

Gary S. Schumal
Signature

Gary S. Schumal
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

Village of Downers Grove – Elm and Earlston Drainage Improvements (SW-080-17C)

BID SUBMITTAL CHECKLIST

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

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

BID BOND

Hudson Insurance Company
100 William Street, New York, NY 10038

CONTRACTOR:

(Name, legal status and address)
 Austin Tyler Construction, Inc.
 23343 S. Ridge Rd,
 Elwood, IL 60421

SURETY:

(Name, legal status and principal place of business)
 Hudson Insurance Company
 100 William Street
 New York, NY 10038

OWNER:

(Name, legal status and address)
 Village of Downers Grove
 5101 Walnut Avenue
 Downers Grove, IL 60515

BOND AMOUNT: 5% of Bid Amount

PROJECT:

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

Elm & Earlston Drainage 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.

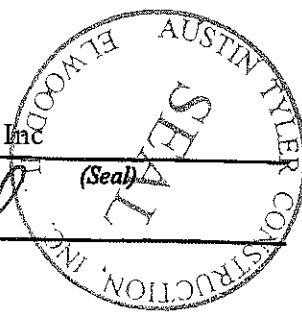
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 29th day of July, 2019.

[Signature]
(Witness)

Austin Tyler Construction, Inc
(Principal) [Signature] (Seal)
(Title) Gary S Schumal, President



[Signature]
(Witness)

Hudson Insurance Company
(Surety) [Signature] (Seal)
(Title) Attorney-in-Fact
Lynn M Blaylock



BID BOND POWER OF ATTORNEY

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

Lewis Mark Spangler,
Lynn M. Blaylock and Dawn-Denise Szpisjak
of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

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

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 7th day of November, 20 17 at New York, New York.
(Corporate seal)

Attest.....
Dina Daskalakis
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
By.....
Michael P. Cifone
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 7th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



.....
Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

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

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

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

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

Witness the hand of the undersigned and the seal of said Company this 29th day of July, 20 19.
(Corporate seal)

By.....
Dina Daskalakis
Dina Daskalakis, Corporate Secretary



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 8/2/2019
(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		60V28	60M88			
Contract With	HOMER GLEN	IDOT	IDOT	JOLIET	JOLIET	
Estimated Completion Date	8/30/19	8/30/19	12/1/19	8/1/19	12/1/19	
Total Contract Price	2,542,388.00	1,055,878.00	454,150.00	396,237.00	999,510.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	123,400.00	971,000.00	454,150.00	29,500.00	999,510.00	2,577,560.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						2,577,560.00

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	24,000.00	103,400.00	37,900.00		23,000.00	188,300.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix		86,300.00	33,700.00	18,300.00	447,500.00	585,800.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces		70,700.00	20,700.00		11,400.00	102,800.00
Highway,R.R. and Waterway Structures		367,500.00	109,200.00			476,700.00
Drainage		11,200.00			39,400.00	50,600.00
Electrical			12,000.00			12,000.00
Cover and Seal Coats						0.00
Concrete Construction		9,000.00			176,300.00	185,300.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling		5,000.00	43,500.00		180,800.00	229,300.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (Misc)			20,250.00		10,610.00	30,860.00
Other Construction (Mobilization)		15,500.00	25,000.00			40,500.00
Other Construction (Traffic Control)					82,000.00	82,000.00
Totals	24,000.00	668,600.00	302,250.00	18,300.00	971,010.00	1,984,160.00

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.


**Illinois Department
of Transportation**

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

Affidavit of Availability
 For the Letting of 8/2/2019
 (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	60L72	60L71				
Contract With	JULAU	JUDLAU	GILBANE	PLAINFIELD	JOLIET TWN	
Estimated Completion Date	1/1/20	1/1/20	10/1/19	8/1/19	12/1/19	
Total Contract Price	1,994,200.00	5,784,500.00	466,600.00	4,718,716.00	194,889.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor				50,000.00	194,889.00	2,822,449.00
Uncompleted Dollar Value if Firm is the Subcontractor	571,057.00	2,516,621.00	294,000.00			3,381,678.00
Total Value of All Work						6,204,127.00

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						188,300.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	558,057.00	2,477,621.00			158,289.00	3,779,767.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces					3,800.00	106,600.00
Highway, R.R. and Waterway Structures						476,700.00
Drainage			294,000.00		1,800.00	346,400.00
Electrical						12,000.00
Cover and Seal Coats						0.00
Concrete Construction				50,000.00		235,300.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling					26,200.00	255,500.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (Misc)						30,860.00
Other Construction (Mobilization)	13,000.00	39,000.00				92,500.00
Other Construction (Traffic Control)						82,000.00
Totals	571,057.00	2,516,621.00	294,000.00	50,000.00	190,089.00	5,605,927.00

 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.



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

Affidavit of Availability
 For the Letting 8/2/2019
 (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						
Contract With	JOLIET	JOLIET	JOLIET	MOKENA		
Estimated Completion Date	10/1/19	12/1/19	12/1/19	12/1/19		
Total Contract Price	460,248.00	882,921.00	1,490,589.00	1,488,993.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	460,248.00	432,921.00	731,089.00	1,485,993.00	0.00	5,932,700.00
Uncompleted Dollar Value if Firm is the Subcontractor						3,381,678.00
Total Value of All Work						9,314,378.00

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	49,600.00			29,800.00		267,700.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	18,200.00	152,800.00	238,500.00	905,000.00		5,094,267.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	32,900.00					139,500.00
Highway, R.R. and Waterway Structures						476,700.00
Drainage	234,600.00	178,700.00	376,600.00	41,000.00		1,177,300.00
Electrical						12,000.00
Cover and Seal Coats						0.00
Concrete Construction	73,700.00	64,000.00	69,000.00	167,200.00		609,200.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling				121,900.00		377,400.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (Misc)	11,148.00	12,221.00	26,989.00	24,039.00		105,257.00
Other Construction (Mobilization)						92,500.00
Other Construction (Traffic Control))	20,000.00	25,200.00	20,000.00	54,700.00		201,900.00
Totals	440,148.00	432,921.00	731,089.00	1,343,639.00	0.00	8,553,724.00

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.



Illinois Department of Transportation

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

Affidavit of Availability
 For the Letting of 8/2/2019
 (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						
Contract With	INDIAN HEAD PARK	TINLEY PARK	JOLIET	ORLAND PARK		
Estimated Completion Date	12/1/19	10/15/19	6/1/20	10/1/19		
Total Contract Price	1,219,508.00	1,182,687.00	2,985,357.00	1,550,735.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,219,508.00	624,187.00	2,985,357.00	648,935.00	0.00	11,410,687.00
Uncompleted Dollar Value if Firm is the Subcontractor						3,381,678.00
Total Value of All Work						14,792,365.00

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		81,700.00	6,000.00			355,400.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	216,600.00	84,200.00	230,600.00	43,000.00		5,668,667.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces		59,700.00	93,600.00	4,000.00		296,800.00
Highway,R.R. and Waterway Structures						476,700.00
Drainage	968,300.00	58,900.00	2,252,202.00			4,456,702.00
Electrical						12,000.00
Cover and Seal Coats						0.00
Concrete Construction	5,300.00	99,900.00	49,800.00	10,000.00		774,200.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling		8,200.00		19,500.00		405,100.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (Misc)	5,008.00	79,631.00		21,435.00		211,331.00
Other Construction (Mobilization)			100,000.00			192,500.00
Other Construction (Traffic Control))		20,000.00	170,000.00	36,500.00		428,400.00
Totals	1,195,208.00	492,231.00	2,902,202.00	134,435.00	0.00	13,277,800.00

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.



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 8/2/2019
(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						
Contract With	NEW LENOX	LOCKPORT	ORLAND PARK	CREST HILL		
Estimated Completion Date	9/1/19	8/1/19	9/1/19	9/1/19		
Total Contract Price	1,947,532.00	1,983,959.00	1,921,646.00	422,336.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,947,532.00	1,094,100.00	1,871,646.00	422,336.00	0.00	16,746,301.00
Uncompleted Dollar Value if Firm is the Subcontractor						3,381,678.00
Total Value of All Work						20,127,979.00

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	198,200.00	92,700.00	160,800.00		807,100.00	
Portland Cement Concrete Paving					0.00	
HMA Plant Mix	749,300.00	366,100.00	929,700.00	65,200.00	7,778,967.00	
HMA Paving					0.00	
Clean & Seal Cracks/Joints					0.00	
Aggregate Bases & Surfaces			43,600.00		340,400.00	
Highway,R.R. and Waterway Structures					476,700.00	
Drainage		311,800.00	92,000.00	268,000.00	5,128,502.00	
Electrical					12,000.00	
Cover and Seal Coats					0.00	
Concrete Construction		213,900.00	281,200.00	42,300.00	1,311,600.00	
Landscaping					0.00	
Fencing					0.00	
Guardrail					0.00	
Painting					0.00	
Signing					0.00	
Cold Milling, Planning & Rotomilling	238,900.00	31,800.00	143,400.00		819,200.00	
Demolition					0.00	
Pavement Markings (Paint)					0.00	
Other Construction (Misc)	4,032.00		87,882.00	21,736.00	324,981.00	
Other Construction (Mobilization)					192,500.00	
Other Construction (Traffic Control))	29,000.00	39,800.00	55,389.00	14,000.00	566,589.00	
Totals	1,219,432.00	1,056,100.00	1,793,971.00	411,236.00	0.00	17,758,539.00

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.



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 8/2/2019
(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	5	
Contract Number						
Contract With	JOLIET	DOWNERS	TINLEY PARK	ORLAND PARK	ELWOOD	
Estimated Completion Date	11/1/19	10/1/19	10/1/19	9/1/19	11/1/19	
Total Contract Price	569,888.00	1,215,601.00	669,855.00	3,532,349.00	461,539.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	569,888.00	1,215,601.00	669,855.00	3,532,349.00	461,539.00	23,195,533.00
Uncompleted Dollar Value if Firm is the Subcontractor						3,381,678.00
Total Value of All Work						26,577,211.00

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	45,900.00	58,940.00		305,100.00	71,600.00	1,288,640.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	32,500.00	186,400.00	126,900.00	1,765,080.00	203,400.00	10,093,247.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	37,300.00	15,600.00		184,250.00	21,100.00	598,650.00
Highway,R.R. and Waterway Structures						476,700.00
Drainage	336,100.00	726,600.00	508,700.00	253,900.00	6,000.00	6,959,802.00
Electrical						12,000.00
Cover and Seal Coats						0.00
Concrete Construction	56,810.00	96,700.00	10,800.00	440,160.00	51,500.00	1,967,570.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling		24,400.00		285,300.00	36,800.00	1,165,700.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (Misc)	5,618.00	31,983.00	3,455.00	36,909.00	5,639.00	408,585.00
Other Construction (Mobilization)					15,000.00	207,500.00
Other Construction (Traffic Control)	25,000.00	35,000.00	13,000.00	118,000.00	31,500.00	789,089.00
Totals	539,228.00	1,175,623.00	662,855.00	3,388,699.00	442,539.00	23,967,483.00

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	ALLIED	NORTHERN	HOMER	SEASONS	TBA
Type of Work	LANDSCAPE	GUARDRAIL	TREE REM	LANDSCAPE	LANDSCAPE
Subcontract Price	99,400.00	64,300.00	6,800.00	11,200.00	16,000.00
Amount Uncompleted	99,400.00	64,300.00	6,800.00	11,200.00	16,000.00
Subcontractor	HOMER	HIGHWAY SAFETY	SEASONS	VAN MACK	TBA
Type of Work	TREE REM	TRAFFIC	LANDSCAPE	ELECTRIC	PAVT MKING
Subcontract Price	28,000.00	17,800.00	9,000.00	19,700.00	8,500.00
Amount Uncompleted	0.00	17,800.00	9,000.00	0.00	8,500.00
Subcontractor		IWS	NORTHERN	HOMER	TBA
Type of Work		WATERPROOFING	GUARDRAIL	TREE REM	ELECTRICAL
Subcontract Price		9,900.00	72,700.00	2,500.00	4,000.00
Amount Uncompleted		9,900.00	72,700.00	0.00	4,000.00
Subcontractor		JK STEEL	D2K		
Type of Work		REBAR	PAVT MKING		
Subcontract Price		174,900.00	6,500.00		
Amount Uncompleted		174,900.00	6,500.00		
Subcontractor		TBA	D2K		
Type of Work		LANDSCAPE	TRAFFIC		
Subcontract Price		19,800.00	51,500.00		
Amount Uncompleted		19,800.00	51,500.00		
Subcontractor		TBA	TBA		
Type of Work		SPL WASTE	SOIL PLANS		
Subcontract Price		6,800.00	5,400.00		
Amount Uncompleted		6,800.00	5,400.00		
Subcontractor		TBA			
Type of Work		PVT MARKING			
Subcontract Price		8,900.00			
Amount Uncompleted		8,900.00			
Total Uncompleted	99,400.00	302,400.00	151,900.00	11,200.00	28,500.00

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 _____, 20____.

Type or Print Name Gary S. Schumal President
Officer or Director Title

 Notary Public

Signed _____

My commission expires: _____

Company Austin Tyler Construction, Inc

(Notary Seal)

Address 23343 S Ridge Road
Elwood, IL 60421

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				TRITECH	MARK IT
Type of Work				ELECTRIC	PVT MKING
Subcontract Price				664,000.00	4,800.00
Amount Uncompleted				0.00	4,800.00
Subcontractor				HOMER	
Type of Work				TREE REM	
Subcontract Price				4,000.00	
Amount Uncompleted				0.00	
Subcontractor				RYAN	
Type of Work				EXCAVATION	
Subcontract Price				169,000.00	
Amount Uncompleted				0.00	
Subcontractor				ALLIED	
Type of Work				LANDSCAPE	
Subcontract Price				193,000.00	
Amount Uncompleted				0.00	
Subcontractor				TBD	
Type of Work				TRAFFIC	
Subcontract Price				45,000.00	
Amount Uncompleted				0.00	
Subcontractor				PRECISION	
Type of Work				PVT MKING	
Subcontract Price				12,000.00	
Amount Uncompleted				0.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	4,800.00

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 _____, 20____.

Type or Print Name Gary S. Schumal President
Officer or Director Title

 Notary Public

Signed _____

My commission expires: _____

Company Austin Tyler Construction, Inc

(Notary Seal)

Address 23343 S Ridge Road

Elwood, IL 60421

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	SEASONS			TBA	
Type of Work	LANDSCAPE			PVT MKING	
Subcontract Price	15,600.00			3,600.00	
Amount Uncompleted	15,600.00			3,600.00	
Subcontractor	HOMER			WARD	
Type of Work	TREE REM			SHOTCRETE	
Subcontract Price	4,500.00			71,820.00	
Amount Uncompleted	4,500.00			71,820.00	
Subcontractor				GEOMAT	
Type of Work				JOINT SEAL	
Subcontract Price				49,910.00	
Amount Uncompleted				49,910.00	
Subcontractor				TBA	
Type of Work				CRACK ROUTING	
Subcontract Price				17,024.00	
Amount Uncompleted				17,024.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	20,100.00	0.00	0.00	142,354.00	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 ____ day of _____, 20____.

Type or Print Name Gary S. Schumal President
Officer or Director Title

 Notary Public

Signed _____

My commission expires: _____

Company Austin Tyler Construction, Inc

(Notary Seal)

Address 23343 S Ridge Road
Elwood, IL 60421

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	TBA	ALLIED	SEASONS	ALLIED	
Type of Work	LANDSAPE	LANDSCAPE	LANDSCAPE	LANDSCAPE	
Subcontract Price	24,300.00	16,174.00	54,275.00	119,700.00	
Amount Uncompleted	24,300.00	16,174.00	54,275.00	15,000.00	
Subcontractor		VAN MACK	HOMER	EDMUND NELSON	
Type of Work		ELECTRIC	TREE REM	ELECTRIC	
Subcontract Price		28,000.00	8,780.00	589,500.00	
Amount Uncompleted		0.00	8,780.00	499,500.00	
Subcontractor		TRAFFIC	VISU SEWER		
Type of Work		CONTROL	TV TESTING		
Subcontract Price		10,640.00	20,100.00		
Amount Uncompleted		10,640.00	20,100.00		
Subcontractor		LPS PAVT			
Type of Work		BRICK			
Subcontract Price		105,142.00			
Amount Uncompleted		105,142.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	24,300.00	131,956.00	83,155.00	514,500.00	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 ____ day of _____, 20____.

Type or Print Name Gary S. Schumal President
Officer or Director Title

 Notary Public

Signed _____

My commission expires: _____

Company Austin Tyler Construction, Inc

(Notary Seal)

Address 23343 S Ridge Road
Elwood, IL 60421

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	WARD	MARK IT	WARD	HOMER	
Type of Work	SHOTCRETE	PVT MKING	SHOTCRETE	TREE REM	
Subcontract Price	16,800.00	8,000.00	25,875.00	3,600.00	
Amount Uncompleted	16,800.00	8,000.00	25,875.00	3,600.00	
Subcontractor	M&J	TBD	MARK IT	TBD	
Type of Work	CONCRETE	LANDSCAPE	PAVT MKING	LANDSCAPING	
Subcontract Price	711,300.00	30,000.00	9,200.00	7,500.00	
Amount Uncompleted	711,300.00	30,000.00	9,200.00	7,500.00	
Subcontractor			TBA		
Type of Work			LANDSCAPE		
Subcontract Price			42,600.00		
Amount Uncompleted			42,600.00		
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	728,100.00	38,000.00	77,675.00	11,100.00	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 ____ day of _____, 20____.

Type or Print Name Gary S. Schumal President
Officer or Director Title

 Notary Public

Signed _____

My commission expires: _____

Company Austin Tyler Construction, Inc

(Notary Seal)

Address 23343 S Ridge Road
Elwood, IL 60421

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	SEASONS	TREE REM	TBD	WARD	TBA
Type of Work	LANDSCAPE	HOMER	LANDSCAPE	SHOTCRETE	LANDSCAPING
Subcontract Price	30,660.00	4,350.00	7,000.00	49,500.00	11,000.00
Amount Uncompleted	30,660.00	4,350.00	7,000.00	49,500.00	11,000.00
Subcontractor		TREE PROTECT		MARK IT	TBA
Type of Work		TBD		PAVT MKING	PVT MKING
Subcontract Price		8,890.00		3,500.00	8,000.00
Amount Uncompleted		8,890.00		3,500.00	8,000.00
Subcontractor		LANDSCAPING		TBA	
Type of Work		TBD		LANDSCAPE	
Subcontract Price		25,738.00		33,150.00	
Amount Uncompleted		25,738.00		33,150.00	
Subcontractor		MARK IT		AFFORDABLE	
Type of Work		PAVT MKING		SLAB RAISING	
Subcontract Price		1,000.00		57,500.00	
Amount Uncompleted		1,000.00		57,500.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	30,660.00	39,978.00	7,000.00	143,650.00	19,000.00

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 20 day of AUGUST, 2019

[Signature]
Notary Public

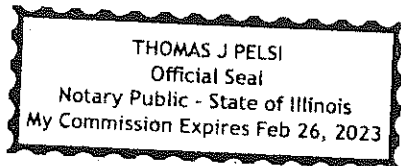
Type or Print Name Gary S. Schumal President
Officer or Director Title

Signed [Signature]

My commission expires: FEB 26, 2023

Company Austin Tyler Construction, Inc
Address 23343 S Ridge Road
Elwood, IL 60421

(Notary Seal)



**Cottingham & Butler**

C&B Insurance | SISCO | HealthCorp | Safety Management

*Established 1887***Cottingham & Butler**
Corporate Headquarters800 Main Street | P.O. Box 28
Dubuque, IA 52004-0028

(563) 587-5000

(800) 793-5235

Facs (563) 583-7339

www.CottinghamButler.com

July 29, 2019

Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515**RE: Austin Tyler Construction, Inc.**
Elm & Earlston Drainage Improvements
Bid Date August 2, 2019

To Whom It May Concern,

Please accept this letter as the unqualified statement of Hudson Insurance Company on behalf of Austin Tyler Construction, Inc.

If Austin Tyler Construction, Inc. is awarded and enters into a contract for the above captioned project, we as Surety will issue such performance, payment and maintenance bonds as may be required by the contract documents.

The Hudson Insurance Company is certified to do business in the State of Illinois.

Sincerely

Lynn M Blaylock, CPCU
Attorney In Fact
Hudson Insurance Company



Cottingham & Butler

C&B Insurance | SISCO | HealthCorp | Safety Management

Established 1887

Cottingham & Butler
Corporate Headquarters

800 Main Street | P.O. Box 28
Dubuque, IA 52004-0028

(563) 587-5000

(800) 793-5235

Facs (563) 583-7339

www.CottinghamButler.com

July 29, 2019

Village of Downers Grove
5101 Walnut Ave.
Downers Grove, Il. 60515

RE: Austin Tyler Construction, Inc.
Elm & Earlston Drainage Improvements
Bid Date August 2, 2019

To Whom It May Concern,

Please be advised that we have received the insurance requirements for the above project and confirm that our client, Austin Tyler Construction, Inc. will be able to provide insurance documentation as required, when awarded the project. Coverage will be confirmed by way of Certificate of Insurance approved by the Village of Downers Grove.

Sincerely

Lynn M Blaylock, CPCU
Account Manager



Village of Downers Grove

Contractor Evaluation

Contractor: Austin Tyler Construction, LLC

Project: 2016 Water Main Improvements Contract B, IEPA16B

Primary Contact: Lou Ruffolo Phone: 815-726-1090

Time Period: June 2016 October 2016

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion:

Change Orders (attach information if needed): None

Difficulties / Positives: Contractor worked well with residents on all project locations. Completed work in front of Downers Grove South before school began.

Interaction with public:

Excellent Good Average Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Reviewers: Scott Vasko

Date: 10/01/16



Village of Downers Grove

Contractor Evaluation

Contractor: Austin Tyler Construction, LLC

Project: 2018 Water Main Improvements Contract B, IEPA18B

Primary Contact: Brian Broderick Phone: 815-482-8553

Time Period: June 2018 October 2018

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion:

Change Orders (attach information if needed): None

Difficulties / Positives: Contractor worked well with residents on all project locations. Completed work in a quick time frame.

Interaction with public:

Excellent Good Average Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Reviewers: Scott Vasko

Date: 10/01/18