

VILLAGE OF DOWNERS GROVE
Report for the Village
9/17/2019

SUBJECT:	SUBMITTED BY:
2019 Right of Way Accessibility Improvement Contract	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the 2019 Right of Way Accessibility Improvements to ABI Construction of Carol Stream, Illinois in the amount of 239,005.20.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY19 Budget includes \$250,000 in the Capital Projects Fund for accessibility and related sidewalk improvements.

RECOMMENDATION

Approval on the September 17, 2019 consent agenda.

BACKGROUND

This project includes modification of existing sidewalk ramps that require engineering design and plans to bring them into compliance with American with Disabilities (ADA) and Public Rights of Ways Accessibility Guidelines (PROWAG) standards. Staff has prioritized locations that are in need of upgrades and selected them on the bases of severity, need and constructability. Because of the uncertainty of pricing the project was divided into nine separate bids (Bids 1-9), allowing them to be awarded with available funds. Staff is recommending all nine bids.

The scope of the project includes the following locations:

- Pedestrian crossing and sidewalk ramp upgrades at the intersection of 39th Street and Washington Street
- Pedestrian crossing and sidewalk ramp upgrades at the intersection of 59th Street and Fairview Avenue
- Sidewalk ramp upgrades at the intersection of Farley Place and Lyman Avenue
- Sidewalk ramp upgrades at the Oxnard Drive Cul-de-sac
- Sidewalk ramp upgrades at the intersection of Randall Street and Benton Avenue

- Sidewalk ramp upgrades at the intersection of Randall Street and Fairmount Avenue
- Sidewalk ramp upgrades at the intersection of Randall Street and Lyman Avenue
- Pedestrian crossing and sidewalk ramp upgrades at the intersection of Summit Street and Blodgett Avenue
- Sidewalk ramp upgrades at the intersection of Summit Street and Fairmount Avenue

A Call for Bids was issued and published in accordance with the Village's Purchasing Policy. Two bids were received by the due date of September 6, 2019. Below is the synopsis of the bids received.

	BID 1 39TH AND WASH.	BID 2 59TH AND FAIRVIEW	BID 3 FARLEY AND LYMAN	BID 4 OXNARD AND OXNARD	BID 5 RANDALL AND BENTON	BID 6 RANDALL AND FAIRMOUNT	BID 7 RANDALL AND LYMAN	BID 8 SUMMIT AND BLODGETT	BID 9 SUMMIT AND FAIRMOUNT	TOTAL
ABI CONST., LLC	\$27,912.00	\$20,394.00	\$19,833.00	\$20,735.20	\$35,857.00	\$31,912.00	\$25,254.00	\$22,666.00	\$34,442.00	\$239,005.20
LANDMARK CONTR., INC.	\$38,575.00	\$32,776.50	\$34,131.00	\$34,665.00	\$53,459.00	\$53,567.00	\$38,157.50	\$39,960.00	\$46,255.50	\$371,546.50

Staff recommends award of nine bids as shown above to ABI Construction. Although ABI Construction has not contracted directly with the Village, they have, as a subcontractor for the 2019 Roadway Resurfacing Project, successfully performed sidewalk replacement that included upgrades for ADA compliance. ABI Construction has satisfactorily performed work similar in scope for Kane County and IDOT. Staff recommends award of this contract to ABI Construction.

ATTACHMENTS

Contract Documents



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: ABI CONSTRUCTION LLC
- II. Instructions and Specifications:
- A. Bid No.: S-008-19
 - B. For: 2019 RIGHT OF WAY ACCESSIBILITY IMPROVEMENTS
 - C. Bid Opening Date/Time: FRIDAY, SEPTEMBER 6, 2019 @ 9:00AM
 - D. Pre-Bid Conference Date/Time: PRE-BID FRIDAY AUGUST 30 @ 9:00AM
 - E. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVENUE, DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: FRIDAY, AUGUST 23, 2019

This document comprises 65 pages

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

VILLAGE OF DOWNERS GROVE

NATE HAWK
5101 WALNUT AVE.
DOWNERS GROVE, IL 60515
PHONE: 630/434-5467
FAX: 630/434-5495
www.downers.us

Village of Downers Grove – Highland Court Drainage Improvements (SW-080-17F)

CALL FOR BIDS – FIXED WORKS PROJECT**Bid No.:** S-008-19

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.

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I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS**1. GENERAL**

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to FRIDAY, SEPTEMBER 6, 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: Nate Hawk, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
- 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

2. BID PREPARATION

- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.
- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the Work and become fully acquainted with the detailed requirements

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

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

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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 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

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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.

8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.

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- 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 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.

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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

- 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.

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17. TRADE NAMES AND SUBSTITUTIONS

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

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II. TERMS AND CONDITIONS**18. VILLAGE ORDINANCES**

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

19. USE OF VILLAGE'S NAME

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

20. HOURS OF WORK

20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village. Any work, including the starting and/or idling of vehicles or machinery, or a congregation of workers prior to starting work, which may cause any noise level that can be heard by adjacent residents, performed outside of these hours of work and not authorized by the Village shall be subject to a fine of \$250 per day, per violation.

21. PERMITS AND LICENSES

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

22. INSPECTION

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

23. DELIVERIES

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

24. SPECIAL HANDLING

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

25. NONDISCRIMINATION

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

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- 25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- 25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.
- 25.2 It is unlawful to discriminate on the basis of race, color, 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 and will take

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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:

28.1.1 Publishing a statement:

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- (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

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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,

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

32. INSURANCE REQUIREMENTS

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

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- 32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising 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.

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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

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

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

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

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

41. CAMPAIGN DISCLOSURE

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

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

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- 45.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.
- 45.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

46. SEVERABILITY OF INVALID PROVISIONS

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

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.

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III. GENERAL PROVISIONS**1. STANDARD SPECIFICATIONS**

- 1.1 The following standards shall govern the construction of the proposed improvements:
 - 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Seventh Edition, 2014 (the Water & Sewer Specs.); and
 - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2016; along with Supplemental Specifications and Recurring Special Provisions 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.

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- 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.

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4. PROSECUTION AND PROGRESS

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

- 4.1.1 The Contractor shall schedule his work such that all improvements shall be complete by **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) N/A
- 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 subcontractors may be submitted after the first payment to the Contractor, and before the

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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.~~

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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.

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IV. SPECIAL PROVISIONS

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

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

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

SP-1 GENERAL SCOPE OF WORK

The **2019 Right of Way Accessibility Improvements** shall generally consist of the following locations:

1. Sidewalk ramp upgrades at the intersection of 39th Street and Washington Street (BID 1)
2. Sidewalk ramp upgrades at the intersection of 59th Street and Fairview Avenue (BID 2)
3. Sidewalk ramp upgrades at the intersection of Farley Place and Lyman Avenue (BID 3)
4. Sidewalk ramp upgrades at the intersection of Oxnard Drive and Oxnard Drive (BID 4)
5. Sidewalk ramp upgrades at the intersection of Randall Street and Benton Avenue (BID 5)
6. Sidewalk ramp upgrades at the intersection of Randall Street and Fairmount Avenue (BID 6)
7. Sidewalk ramp upgrades at the intersection of Randall Street and Lyman Avenue (BID 7)
8. Sidewalk ramp upgrades at the intersection of Summit Street and Blodgett Avenue (BID 8)
9. Sidewalk ramp upgrades at the intersection of Summit Street and Fairmount Avenue (BID 9)

The Village reserve the right to award based on any bid, combination of bids or all bids, whatever is deemed to be in the best interest of the Village.

Description: The project generally consists of the installation of approximately 5,900 square feet of 5” thick P.C.C. sidewalk, earth excavation, combination concrete curb and gutter removal and replacement, concrete barrier curb installation, modular block retaining wall installation, tree removal, all collateral work, and related grading and parkway and road restoration.

All work must comply with the latest requirements of the Americans with Disabilities Act (ADA), Public Right-of-Way Accessibility Guidelines (PROWAG), the Illinois Accessibility Code (IAC) and Manual on Uniform Traffic Control Devices (MUTCD).

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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.

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

If the project requires the phasing of construction, the contractor is to follow the phasing shown in the plan set. Any variations in the phasing plan shown on the plan set must be approved in writing by the Engineer before construction begins. The contractor will not be allowed to proceed to another phase without the approval of the Engineer. The contractor will receive no additional compensation for constructing the project in phases.

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

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

SP-3 QUALIFICATIONS OF BIDDER

In addition to those requirements set forth in Section 10.1 above, in order to be considered a responsible bidder, the bidder must have particular expertise in having successfully constructed projects of a similar size and scope, specifically including concrete sidewalk and curb and gutter installation complying to Americans with Disabilities Act (ADA), Public Right-of-Way Accessibility Guidelines (PROWAG), the Illinois Accessibility Code (IAC). 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.

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SP-4 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.

SP-5 CONSTRUCTION STAKING AND RECORD DRAWINGS

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

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

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

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

Prior to final payment and within 28 calendar days of substantial completion, as determined in section III.4.1.1, the Contractor shall provide the Village with record drawings showing the elevations of all constructed storm and sanitary sewer manholes, catch basins, inlets, clean-outs, and any other structures defined by the Engineer as part of the project, including all rim elevations, and invert elevations of all pipes. Rim elevation of all curb structures shall be taken at the flowline of the gutter. Significant changes to the design plans shall also be depicted. Red-lined plans or electronically-generated as-built plans are acceptable. Digital copies of as-built drawings must also be provided (TIF files or approved equal), along with two full-sized paper copies. All work related to generating the as-built drawings shall be supervised by a licensed Illinois Land Surveyor.

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

CONSTRUCTION STAKING AND RECORD DRAWINGS,

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

SP-6 TREE 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 10 inches 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

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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 **EACH** tree for:

TREE ROOT PRUNING,

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

SP-7 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 and Section 701 of the Standard Specifications and included Highway Standards. 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 and as indicated on the Traffic Control Plan.

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 the work not to leave any 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 shall use certified flaggers (minimum of two) to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the lane closures, and shall issue written authorization prior to closure. Presence of certified flaggers shall be required anytime the contractor's activities may impede the designated flow of traffic.

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 at 3:30PM to Monday at 9:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.

The Contractor shall maintain his operations in a manner such that traffic flow shall not be substantially

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impeded during the construction of the proposed improvements. Where traffic must cross open trenches during a given work day, the Contractor shall provide steel plates at street intersections and driveways. Prior to the end of a given work day, the pavement surface shall be temporarily restored.

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

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

Contractor shall provide SIDEWALK CLOSED AHEAD signs at the nearest intersection to each end of the closure. Where closure occurs at the corners, SIDEWALK CLOSED USE OTHE SIDE shall be at corners across the street from actual closure.

Access to all properties shall remain open at all times unless work is taking place in the immediate vicinity, requiring that access be restricted on a temporary basis. Full access must be restored immediately upon the completion of any work blocking said access, and full access must be restored to all properties over weekends and legal holidays unless approved by the Engineer. Special consideration to hours and location of work near school shall be made to allow for full and safe access during normal student arrival and departure schedules. The Contractor is responsible for all traffic control and this item is incidental to the cost of the overall contract work.

Contractor shall only be allowed to work at multiple locations at once, unless each location can be completed within 7 calendar days, including excavation, grading, form placing, aggregate base installation and concrete installation and curing.

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.

DEFICIENCY CHARGE:

The primary concern of the Village is to maintain a safe travel way for the public and a safe environment for the work in the construction zone. The Contractor is expected to comply with the Standard Specifications, contract plans, the Special Provisions and directions from the Engineer concerning traffic control and protection. The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall immediately respond correcting traffic control deficiencies by dispatching workers, materials and equipment to correct such deficiencies.

Failure to comply with directions from the Engineer for corrections or modifications to the traffic control and protection will result in a deduction of either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater, in accordance with Article 105.03. This charge is separate from the cost of any corrective work

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ordered. The Contractor shall not be relieved of any contractual responsibilities by the Village's actions.

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-8 STREET SWEEPING AND DUST CONTROL

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

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

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

STREET SWEEPING AND DUST CONTROL,

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

SP-9 AGGREGATE FOR TEMPORARY ACCESS

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

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

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

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

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

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

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AGGREGATE FOR TEMPORARY ACCESS,

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

SP-10 PARKWAY RESTORATION (SPECIAL)

Description: This work shall consist of the excavation, topsoiling and sodding of all non-pavement areas disturbed by this project.

Construction Limits

For the purposes of this contract, the construction limits of any excavation of non-pavement areas for the removal and replacement of P.C.C. sidewalk or curb and gutter shall be 24 inches in any direction from the work, unless otherwise directed by the Engineer for areas of new sidewalk placement only. All other non-pavement areas damaged in the course of the work called for in this contract shall be considered to be the responsibility of the Contractor. The cost of restoration of areas outside of the construction limits shall not be reflected in the unit prices for the work, nor shall additional compensation be made unless agreed upon in writing by the Engineer and the Contractor prior to the performance of such restoration work. The Contractor shall not be required to excavate to the 24-inch limit stated above, where prudent practice does not require it. However, sufficient excavation shall be made to provide for an adequate transition between existing turf areas and the new work. Said transition shall not exceed a 33 percent slope, nor shall it be subject to scalping damage by residential lawn care equipment.

Topsoil

All topsoil to be used for restoration of this improvement shall be obtained from outside the limits of the right-of-way of this improvement, transported to the job site, and placed at the required locations to the depth of (4) four inches. The topsoil furnished shall be pulverized and free of clay and lumps for ease of placement, and for proper finished appearance.

The topsoil shall be placed in a neat and professional manner to a finished grade, which blends neatly with established areas, and meets the grade of the proposed improvement. The finished surface shall be level with all depressions filled and shall be placed to a density in accordance with standard practice for proper landscaping technique. The final product of the grading and restoration procedure shall have a neat and professional looking appearance. If, for any reason, the grading does not meet approval, it shall be cause for rejection of work and the Contractor will be required to correct the appearance of the project prior to its acceptance for final payment.

Sod Restoration

Sod shall consist of preparing sod beds, furnishing, transporting and placing sod and other materials required.

Sod bed preparation shall not be started until all stones, boulders and debris have been removed and the rough grading approved by the Engineer. The area to be sodded shall be worked to a minimum depth of three inches with a disc or other equipment approved by the Engineer, reducing all soil particles to a size not larger than one inch in the largest dimension. The prepared surface shall be free from all weeds, clods, stones roots, sticks, rivulets, gullies, crusting and cracking.

Within 24 hours from the time bed preparation is completed and accepted, sod operations shall be started.

All sod to be used shall be an approved grass that is native to the locality of the work. Prior to its installation

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the Contractor shall obtain the approval of the Engineer for the type and place or origin where such sod is obtained. All sod shall be nursery grown and shall be well rooted and suitable for its intended purpose. All materials shall meet the requirements of Art. 1081.03 of the SSRBC. All placement of topsoil shall meet the requirements of Sec. 211 of the SSRBC. All placement of sod shall meet the requirements of Sec. 252 of the SSRBC.

The Contractor shall insure that the final and resultant product of the parkway restoration procedure shall have a neat and professional looking appearance that is acceptable to the Engineer. If for any reason, the parkway restoration does not meet the Engineer's approval, it shall be cause for rejection of said work and the Contractor will be required to correct the appearance to an acceptable nature. The Contractor may, at his option, retain the services of a professional landscaping contractor to insure proper compliance with these specifications.

To pursue the sodding time requirements of Sec. 252.04 of the SSRBC and upon Contractor's request an extension to the contract time will be given to complete the installation of sod.

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

PARKWAY RESTORATION (SPECIAL),

which price shall be payment in full for any excavation and grading necessary, the furnishing, transporting and placement of all topsoil and sod and the full watering of sod.

SP-11 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:

- 1) Access-Tile Cast-In-Place Replaceable,
- 2) Tuff Tile Wet-Set Replaceable Tile

or equivalent equal.

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

DETECTABLE WARNINGS,

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

SP-12 PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH,

Description: This work shall consist of installation of P.C.C. sidewalk as indicated by location or shown on the

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plans. All P.C.C. sidewalks shall be installed by methods and with materials in accordance with Articles 424 and 1020.04 of the SSRBC, except as amended herein.

Removal of existing sidewalk shall include saw cutting and disposal of existing concrete as directed by the Engineer, removal of tree roots, bituminous paved sidewalks and/or bituminous overlayment of existing sidewalks and shall be paid for separately in accordance with the specification for SIDEWALK REMOVAL.

Excavation for 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) 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, use of recycled materials shall not be allowed unless with a prior written permission by the Engineer;
- 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, 1/2-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 continuously 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), **WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR;**
- k) Installation of ADA compliant ramps for curbed and non-curbed streets.

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

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:

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P.C.C. SIDEWALK, 5 INCH

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

SP-13 COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

Description (removal): 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.

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

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

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

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

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

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

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

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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 REMOVAL** and **COMBINATION CONCRETE CURB AND GUTTER (TYPE)**, which price shall be payment in full for the work as specified herein.

SP-14: CONCRETE CURB TYPE B, 6"

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

The curb shall be placed on a bed of six inches compacted CA-6 Aggregate. Backfill shall consist of CA-6 aggregate and shall be incidental to Concrete Curb installation. Backfill shall be tamped in place with a mechanical tamper.

The topsoil and sod restoration shall be in accordance with provision for PARKWAY RESTORATION (SPECIAL) and shall be considered incidental within costs associated for the retaining wall installation.

Placement of Concrete Curb Type B shall include the following:

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

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

Village of Downers Grove – Highland Court Drainage Improvements (SW-080-17F)

design shall be submitted to the Engineer for review and approval.

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

CONCRETE CURB TYPE B, 6",

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

SP-15: UTILITY STRUCTURES TO BE ADJUSTED

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

A. DRAINAGE AND UTILITY STRUCTURES

This work shall consist of the removal and disposal of the existing frame and lid/grate; installation of the applicable new frame and lid/grate; all labor, equipment and material required to adjust or reconstruct manholes, catch basins and inlets, and valve vaults in accordance with Section 602 of the SSRBC. This item will include all excavation, concrete and trench backfill.

B. SANITARY MANHOLES

This method shall be used for all manholes which will have less than seven and one-half (7 ½") inches of adjustment between the top of the cone and the bottom of the frame when set at finished grade. To raise the frame, adjustment shall be made using precast reinforced concrete rings. Concrete blocks or bricks shall not be used. The spaces between the cone, rings and frame shall be completely sealed with preformed bituminous mastic (Easy Stik or approved equal). Mortar shall not be used. To lower the frame, existing adjustments shall be removed and the space between the frame and the cone shall be removed and the space between the frame and the cone shall be completely sealed with preformed bituminous mastic gasket. If the manhole would have seven and one-half (7 ½") inches or more of adjustments when set at the finished grade or if the frame must be lowered by more than the amount of existing adjustment, the manhole shall be reconstructed. Refer to Downers Grove Sanitary District specifications for manhole reconstruction. The Downers Grove Sanitary District shall be notified of manholes to be adjusted prior to beginning construction. Once completed, no such adjustment shall be backfilled without inspection by the Downers Grove Sanitary District.

This work shall be paid for at the contract unit price per **EACH** for **DRAINAGE & UTILITY STRUCTURE TO BE ADJUSTED**.

SP-16 MODULAR CONCRETE BLOCK RETAINING WALL

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

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C90-90 (Specification for Load Bearing Concrete Masonry Units): and ASTM C666-90 (Test Method for Resistance of Concrete to Rapid Freezing and Thawing).

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

For drainage within the retaining wall, a perforated 4-inch dia. PVC tile shall be wrapped within a porous geofabric textile and placed along the retaining wall's entire length.

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

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

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

Four (4) inches of topsoil shall be placed on a clay cap six (6) inches thick. The topsoil and sod restoration shall be in accordance with provision for PARKWAY RESTORATION (SPECIAL).

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

MODULAR CONCRETE BLOCK RETAINING WALL.

SP-17 EARTH EXCAVATION, SPECIAL

Description: This work shall consist of the excavation, removal, and disposal of existing materials located on site required for installation of sidewalk ramps. Earth Excavation shall include removal of existing aggregate base and underlying soil to the depth specified on the plans. Removal of existing concrete shall be paid for under SIDEWALK REMOVAL. This work shall be as specified and in accordance with Sections 202, 204, 205 and 440 of the SSRBC and as specified herein.

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

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

EARTH EXCAVATION, SPECIAL

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

SP-18 STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED)

Description: This item shall consist of the construction of Storm Sewer. Storm sewer shall be constructed

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with new Reinforced Concrete Pipe (RCP) per the SSRBC (AASHTO M315), 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, C900 Polyvinyl Chloride (PVC) Pipe with gasketed, bell, and spigot, SDR 26 PVC Pipe with gasketed, bell and spigot, push on type joints conforming to ASTM D3212 of the diameter shown on the Drawings, or double-wall High Density Polyethylene (HDPE), smooth interior, corrugated exterior (ADS Type N-12 or approved equal).

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

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

STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED),

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

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SP-19 WEED CONTROL, PRE-EMERGENT

Description: This work shall consist of spreading a pre-emergent granular herbicide in areas as shown on the plans or as directed by the Engineer. This item will be used in mulched plant beds and mulch rings.

Materials: The pre-emergent granular herbicide (Snapshot 2.5 TG or equivalent) shall contain the chemicals Trifluralin 2% active ingredient and Isoxaben with 0.5% active ingredient. The herbicide label shall be submitted to the Engineer for approval at least seventy-two (72) hours prior to application.

Method: The pre-emergent granular herbicide shall be used in accordance with the manufacturer's directions on the package. The granules are to be applied prior to mulching.

Apply the granular herbicide using a drop or rotary-type designed to apply granular herbicide or insecticides. Calibrate application equipment to use according to manufacturer's directions. Check frequently to be sure equipment is working properly and distributing granules uniformly. Do not use spreaders that apply material in narrow concentrated bands. Avoid skips or overlaps as poor weed control or crop injury may occur. More uniform application may be achieved by spreading half of the required amount of product over the area and then applying the remaining half in swaths at right angles to the first. Apply the granular herbicide at the rate of 100 lbs/acre (112 kg/ha) or 2.3 lbs/1000 sq. ft. (11.2 kg/1000 sq. meters).

Method of Measurement: Pre-emergent granular herbicide will be measured in place in Pounds of Pre-emergent Granular Herbicide applied. Areas treated after mulch placement shall not be measured for payment.

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

WEED CONTROL, PRE-EMERGENT

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

SP-20 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 Trench Backfill as specified herein. Otherwise, the excavation shall be backfilled with excavated material compacted to the satisfaction of the Engineer. Any excess material shall be disposed of in accordance with Article 202.03 of the SSRBC.

Trench Backfill will not be measured for payment.

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

Village of Downers Grove – 2019 Right of Way Accessibility Improvements (S-008-19)

SP-21 IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

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

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

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

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

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

ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE,

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

Village of Downers Grove – 2019 Right of Way Accessibility Improvements (S-008-19)

SP-22 CLASS D PATCHES, SPECIAL:

Description: This work shall be in accordance with all applicable portions of Section 442 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

Each patch is to have a full depth saw cut and then be removed. Saw cutting of the patches and removal of the existing pavement, including sub-base is to be included in the cost of this item.

Within local street pavements, the replacement patch material shall be 8" in depth and shall consist of the following:

2" HMA Surface Course Mix "D", N50

6" HMA Binder Course IL-19.0, N50

Bituminous Materials (Prime Coat) and Aggregate (Prime Coat) shall be provided in accordance with the Standard Specifications for Road and Bridge Construction. Prime coat materials shall be considered included in the cost of the contract unit price for CLASS D PATCHES, SPECIAL.

The CONTRACTOR shall provide density testing of patching in accordance with the hot-mix asphalt testing requirements of the Illinois Department of Transportation. This work shall be considered included in the cost of the contract unit price for CLASS D PATCHES, SPECIAL.

Method of Measurement. This work will be measured in place in square yards.

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

CLASS D PATCHES, SPECIAL

of the thickness specified. The price shall include all labor, materials, and equipment necessary to construct the pavement patch and any other items required to complete the work as specified on the plans and described herein.

SP-23 SAWCUTTING

Description: This work shall consist of saw cutting bituminous pavement and Portland cement concrete materials. Saw cutting of bituminous pavement shall be full depth for removal of pavement necessary for sidewalk and curb installation, and shall be 1-1/2 inch deep through concrete drive approaches, for the purpose of delineating sidewalk edges and contraction joints where none currently exist.

Basis of Payment: No additional compensation will be allowed the Contractor.

SP-24 SIGN RELOCATE

Description: The Contractor shall coordinate with the Village for the removal and/or relocation of all street signs located in or near the construction zone. The Contractor shall be responsible for replacing at his expense any signs damaged during the course of construction and the operation of removing and relocating any signs.

Basis of Payment: The removal and relocation of all existing signs within the construction limits shall not be

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paid for separately but shall be **INCIDENTAL** to the contract.

SP-25 EROSION AND SEDIMENTATION CONTROL

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

All downstream ditches shall be protected from erosion and sedimentation by the installation of an Engineer-approved compost filter sock. Piles of excavated material and/or trench backfill material, allowed to be in place in excess of three days, shall be protected against erosion and sedimentation runoff by use of a compost filter sock. Storm sewer inlet structures or manholes shall be protected by temporary placement of filter baskets or compost filter socks as authorized in the field by the Engineer.

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

Perimeter Erosion Barrier and Inlet Filters: Items include placement, maintenance, and removal of compost filter socks and filter baskets at areas designated by the Engineer.

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

PERIMETER EROSION BARRIER**and****INLET FILTERS,**

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

SP-26 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

Village of Downers Grove – 2019 Right of Way Accessibility Improvements (S-008-19)

Contractor.

SP-27 ACCESS AND WATER SHUT-OFF NOTIFICATION

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

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

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

Village of Downers Grove – 2019 Right of Way Accessibility Improvements (S-008-19)

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:

ABI CONSTRUCTION LLC
Company Name

9/6/2019
Date

1N069 HARRIET ST
Street Address of Company

abiconcreteconstruction@gmail.com
E-mail Address

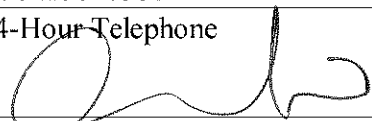
CAROL STREAM, IL 60188
City, State, Zip

ANTONELLA ORLANDO
Contact Name (Print)

630-233-4957
Business Phone

630-233-4957
24-Hour Telephone

N/A
Business Fax


Signature of Officer, Partner or Sole Proprietor

ANTONELLA ORLANDO, PRESIDENT
Print Name & Title

ATTEST: if a Corporation

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 – 2019 Right of Way Accessibility Improvements (S-008-19)

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:

ABI CONSTRUCTION LLC

Company Name

9/6/2019

Date

1N069 HARRIET ST

Street Address of Company

abiconcreteconstruction@gmail.com

E-mail Address

CAROL STREAM, IL 60188

City, State, Zip

ANTONELLA ORLANDO

Contact Name (Print)

630-233-4957

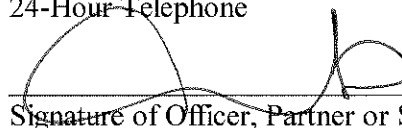
Business Phone

630-233-4957

24-Hour Telephone

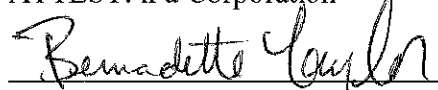
N/A

Business Fax



Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation



Signature of Corporation Secretary

ANTONELLA ORLANDO, PRESIDENT

Print Name & Title

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 – 2019 Right of Way Accessibility Improvements (S-008-19)

SCHEDULE OF PRICES:

BID 1 - 39th and Washington

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
20101700	SUPPLEMENTAL WATERING	UNIT	1.0	1.00	1.00
20400800	FURNISHED EXCAVATION	CU YD	10.0	65.00	650.00
44000600	SIDEWALK REMOVAL	SQ FT	400.0	5.00	2,000.00
67100100	MOBILIZATION	L SUM	1.0	5000.00	5000.00
SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1.0	1250.00	1250.00
SP-7	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	L SUM	1.0	1,000.00	1000.00
SP-8	STREET SWEEPING AND DUST CONTROL	HOUR	2.0	50.00	100.00
SP-9	AGGREGATE FOR TEMPORARY ACCESS	TON	10.0	1.00	10.00
SP-10	PARKWAY RESTORATION (SPECIAL)	SQ YD	50.0	25.00	1250.00
SP-11	DETECTABLE WARNINGS	SQ FT	45.0	30.00	1350.00
SP-12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	600.0	8.00	4800.00
SP-13	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	40.0	50.00	2000.00
SP-13	COMBINATION CONCRETE CURB AND GUTTER, B-6.12	FOOT	40.0	50.00	2000.00
SP-15	DRAINAGE & UTILITY STRUCTURE TO BE ADJUSTED	EACH	1.0	600.00	600.00
SP-17	EARTH EXCAVATION, SPECIAL	CU YD	1.0	100.00	100.00
SP-18	STORM SEWERS, SDR-26, PVC, 10"	FOOT	15.0	150.00	2250.00
SP-19	WEED CONTROL, PRE-EMERGENT	LBS	1.0	1.00	1.00
SP-21	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	1.0	100.00	100.00
SP-22	CLASS D PATCHES, SPECIAL	SQ YD	20.0	150.00	3000.00
SP-25	INLET FILTERS	EACH	3.0	150.00	450.00

TOTAL BID 1

\$27,912.00

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BID 2 - 59th and Fairview

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
20101700	SUPPLEMENTAL WATERING	UNIT	1.0	1	1
44000600	SIDEWALK REMOVAL	SQ FT	300.0	5	1500
67100100	MOBILIZATION	L SUM	1.0	5000	5000
SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1.0	1250	1250
SP-7	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	L SUM	1.0	1000	1000
SP-8	STREET SWEEPING AND DUST CONTROL	HOUR	2.0	50	100
SP-9	AGGREGATE FOR TEMPORARY ACCESS	TON	10.0	1	10
SP-10	PARKWAY RESTORATION (SPECIAL)	SQ YD	40.0	25	1000
SP-11	DETECTABLE WARNINGS	SQ FT	20.0	30	600
SP-12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	310.0	8	2480
SP-13	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	40.0	50	2000
SP-13	COMBINATION CONCRETE CURB AND GUTTER, B-6.12	FOOT	40.0	50	2000
SP-15	DRAINAGE & UTILITY STRUCTURE TO BE ADJUSTED	EACH	1.0	600	600
SP-17	EARTH EXCAVATION , SPECIAL	CU YD	3.0	100	300
SP-19	WEED CONTROL, PRE-EMERGENT	LBS	1.0	1	1
SP-20	EXPLORATORY TRENCH, SPECIAL	CU YD	2.0	1	2
SP-22	CLASS D PATCHES, SPECIAL	SQ YD	15.0	150	2250
SP-25	INLET FILTERS	EACH	2.0	150	300

TOTAL BID 2

\$ 20,394.00

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BID 3 - Farley and Lyman

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	15.0	50	750
20101700	SUPPLEMENTAL WATERING	UNIT	1.0	1	1
44000600	SIDEWALK REMOVAL	SQ FT	480.0	5	2400
67100100	MOBILIZATION	L SUM	1.0	5000	5000
SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1.0	1250	1250
SP-7	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	L SUM	1.0	1000	1000
SP-8	STREET SWEEPING AND DUST CONTROL	HOUR	2.0	50	100
SP-10	PARKWAY RESTORATION (SPECIAL)	SQ YD	90.0	25	2250
SP-11	DETECTABLE WARNINGS	SQ FT	15.0	30	450
SP-12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	460.0	8	3680
SP-14	CONCRETE CURB TYPE B, 6"	FOOT	85.0	20	1700
SP-17	EARTH EXCAVATION, SPECIAL	CU YD	11.0	100	1100
SP-19	WEED CONTROL, PRE-EMERGENT	LBS	2.0	1	2
SP-25	INLET FILTERS	EACH	1.0	150	150

TOTAL BID 3

\$ 19,833.00

BID 4 - Oxnard and Oxnard

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
20100210	TREE REMOVAL (OVER 15 UNITS DIAMTER)	UNIT	30.0	50	1500
20101700	SUPPLEMENTAL WATERING	UNIT	1.0	1	1
44000600	SIDEWALK REMOVAL	SQ FT	410.0	5	2050
67100100	MOBILIZATION	L SUM	1.0	5000	5000
SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1.0	1250	1250
SP-6	TREE ROOT PRUNING	EACH	1.0	50	50
SP-7	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	L SUM	1.0	1000	1000
SP-8	STREET SWEEPING AND DUST CONTROL	HOUR	2.0	50	100
SP-10	PARKWAY RESTORATION (SPECIAL)	SQ YD	110.0	25	2750
SP-11	DETECTABLE WARNINGS	SQ FT	10.0	30	300
SP-12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	410.0	8	3280
SP-16	MODULAR CONCRETE BLOCK RETAINING WALL	SQ FT	25	80	80
SP-17	EARTH EXCAVATION, SPECIAL	CU YD	12	100	100
SP-20	WEED CONTROL, PRE-EMERGENT	LBS	2.2	1	1
SP-21	EXPLORATORY TRENCH, SPECIAL	CU YD	2.0	1	1
SP-22	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	1.0	100	100
SP-26	INLET FILTERS	EACH	1.0	150	150

TOTAL BID 4

\$ 20,735.20

Village of Downers Grove – 2019 Right of Way Accessibility Improvements (S-008-19)

BID 5 - Randall and Benton

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
20101700	SUPPLEMENTAL WATERING	UNIT	1.0	1	1
44000600	SIDEWALK REMOVAL	SQ FT	930.0	5	4650
67100100	MOBILIZATION	L SUM	1.0	5000	5000
SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1.0	1250	1250
SP-6	TREE ROOT PRUNING	EACH	1.0	50	50
SP-7	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	L SUM	1.0	1000	1000
SP-8	STREET SWEEPING AND DUST CONTROL	HOUR	2.0	50	100
SP-9	AGGREGATE FOR TEMPORARY ACCESS	TON	10.0	1	10
SP-10	PARKWAY RESTORATION (SPECIAL)	SQ YD	200.0	25	5000
SP-11	DETECTABLE WARNINGS	SQ FT	40.0	30	1200
SP-12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	930.0	8	7440
SP-16	MODULAR CONCRETE BLOCK RETAINING WALL	SQ FT	80.0	80	6400
SP-17	EARTH EXCAVATION, SPECIAL	CU YD	35.0	100	3500
SP-19	WEED CONTROL, PRE-EMERGENT	LBS	4.0	1	4
SP-20	EXPLORATORY TRENCH, SPECIAL	CU YD	2.0	1	2
SP-21	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	1.0	100	100
SP-25	INLET FILTERS	EACH	1.0	150	150

TOTAL BID 5

\$ 35,857.00

Village of Downers Grove – 2019 Right of Way Accessibility Improvements (S-008-19)

BID 6 - Randall and Fairmount

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
20101700	SUPPLEMENTAL WATERING	UNIT	1.0	1	1
44000600	SIDEWALK REMOVAL	SQ FT	990.0	5	4950
60266600	VALVE BOX TO BE ADJUSTED	EACH	1.0	500	500
67100100	MOBILIZATION	L SUM	1.0	5000	5000
SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1.0	1250	1250
SP-7	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	L SUM	1.0	1000	1000
SP-8	STREET SWEEPING AND DUST CONTROL	HOUR	2.0	50	100
SP-9	AGGREGATE FOR TEMPORARY ACCESS	TON	10.0	1	10
SP-10	PARKWAY RESTORATION (SPECIAL)	SQ YD	195.0	25	4875
SP-11	DETECTABLE WARNINGS	SQ FT	40.0	30	1200
SP-12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	990.0	8	7920
SP-14	CONCRETE CURB TYPE B, 6"	FOOT	95	20	1900
SP-17	EARTH EXCAVATION , SPECIAL	CU YD	28	100	2800
SP-19	WEED CONTROL, PRE-EMERGENT	LBS	4.0	1	4
SP-20	EXPLORATORY TRENCH, SPECIAL	CU YD	2.0	1	2
SP-21	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	1.0	100	100
SP-25	INLET FILTERS	EACH	2.0	150	300

TOTAL BID 6

\$ 31,912.00

BID 7 - Randall and Lyman

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
20101700	SUPPLEMENTAL WATERING	UNIT	1.0	1	1
44000600	SIDEWALK REMOVAL	SQ FT	575.0	5	2875
67100100	MOBILIZATION	L SUM	1.0	5000	5000
SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1.0	1250	1250
SP-6	TREE ROOT PRUNING	EACH	1.0	50	50
SP-7	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	L SUM	1.0	1000	1000
SP-8	STREET SWEEPING AND DUST CONTROL	HOUR	2.0	50	100
SP-10	PARKWAY RESTORATION (SPECIAL)	SQ YD	115.0	25	2875
SP-11	DETECTABLE WARNINGS	SQ FT	20.0	30	600
SP-12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	575.0	8	4600
SP-16	MODULAR CONCRETE BLOCK RETAINING WALL	SQ FT	55	80	4400
SP-17	EARTH EXCAVATION , SPECIAL	CU YD	24	100	2400
SP-19	WEED CONTROL, PRE-EMERGENT	LBS	1.0	1	1
SP-20	EXPLORATORY TRENCH, SPECIAL	CU YD	2.0	1	2
SP-21	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	1.0	100	100

TOTAL BID 7

\$ 22,666.00

Village of Downers Grove – 2019 Right of Way Accessibility Improvements (S-008-19)

BID 9 - Summit and Fairmount

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	10.0	50	500
20100210	TRE REMOVAL (OVER 15 UNITS DIAMTER)	UNIT	24.0	50	1200
20101700	SUPPLEMENTAL WATERING	UNIT	1.0	1	1
44000600	SIDEWALK REMOVAL	SQ FT	695.0	5	3475
67100100	MOBILIZATION	L SUM	1.0	5000	5000
SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1.0	1250	1250
SP-7	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	L SUM	1.0	1000	1000
SP-8	STREET SWEEPING AND DUST CONTROL	HOUR	2.0	50	100
SP-10	PARKWAY RESTORATION (SPECIAL)	SQ YD	190.0	25	4750
SP-11	DETECTABLE WARNINGS	SQ FT	20.0	30	600
SP-12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	695.0	8	5560
SP-16	MODULAR CONCRETE BLOCK RETAINING WALL	SQ FT	100.0	80	8000
SP-17	EARTH EXCAVATION , SPECIAL	CU YD	26.0	100	2600
SP-19	WEED CONTROL, PRE-EMERGENT	LBS	4.0	1	4
SP-20	EXPLORATORY TRENCH, SPECIAL	CU YD	2.0	1	2
SP-21	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	1.0	100	100
SP-25	INLET FILTERS	EACH	2.0	150	300

TOTAL BID 9 \$ 34,442.00

27,912.00 TOTAL BID 1
 + 20,394.00 TOTAL BID 2
 + 19,833.00 TOTAL BID 3
 + 20,735.20 TOTAL BID 4
 + 35,887.00 TOTAL BID 5
 + 31,912.00 TOTAL BID 6
 + 25,254.00 TOTAL BID 7
 + 22,666.00 TOTAL BID 8
 + 34,442.00 TOTAL BID 9
 = 239,008.20 TOTAL BASE BID

Village of Downers Grove – 2019 Right of Way Accessibility Improvements (S-008-19)

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to 2019 RIGHT OF WAY ACCESSIBILITY IMPROVEMENT, Bidder ABI CONSTRUCTION LLC
(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 – 2019 Right of Way Accessibility Improvements (S-008-19)

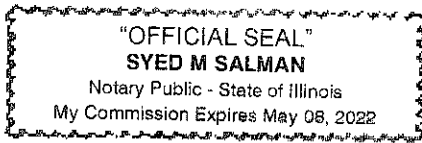
BIDDER’S CERTIFICATION (page 2 of 3)

BY: ANTONELLA ORLANDO
Bidder's Authorized Agent

8 3 - 1 9 6 0 0 5 6

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 5th day of SEP, 2019.
Syeda
Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

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

President: _____

Secretary: _____

Treasurer: _____

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

Limited Liability Company (LLC)

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

Manager or Member: ANTONELLA ORLANDO, PRESIDENT

Manager or Member: BERNADETTE TAYLOR, SECRETARY

Manager or Member: _____

Manager or Member: _____

Village of Downers Grove – 2019 Right of Way Accessibility Improvements (S-008-19)

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: RAND-TEC INSURANCE AGENCY, INC.

AGENT: SCOTT ANDERSON

Street Address: 977 LAKEVIEW PARKWAY #105

City, State, Zip Code: VERNON HILLS, IL 60061

Telephone Number: 847-996-3855

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: ABI Construction LLC

Print Name and Title of Authorizing Signature: Antonella Orlando, President

Signature: 

Date: 9/6/19

Village of Downers Grove – 2019 Right of Way Accessibility Improvements (S-008-19)

MUNICIPAL REFERENCE LIST

Municipality: VILLAGE OF SOUTH BARRINGTON
 Address: 30 S BARRINGTON RD, SOUTH BARRINGTON, IL 600010
 Contact Name: _____ Phone #: 847-381-7510
 Name of Project: SOUTH BARRINGTON-2019 ROAD MAINTENANCE PROGRAM
 Contract Value: \$14,582.50 Date of Completion: 06/01/2019

Municipality: VILLAGE OF DOWNERS GROVE
 Address: 301 WALNUT AVE, DOWNERS GROVE, IL 60515
 Contact Name: STEPHANIE GRAVES Phone #: 630-441-7246
 Name of Project: DOWNERS GROVE 2019 RESURFACING (B)
 Contract Value: \$599,859.00 Date of Completion: IN PROGRESS

Municipality: COUNTY OF KANE
 Address: 719 BATAVIA AVE, GENEVA, IL 60134
 Contact Name: DAVID SITKO Phone #: 630-444-3149
 Name of Project: KDOT 2019 RESURFACING PROJECT
 Contract Value: \$295,800.00 Date of Completion: 8/2019

Municipality: IDOT CONTRACT 61F54
 Address: 2300 S. DIRKSEN PKWY, SPRINGFIELD, IL 62764
 Contact Name: EDDIE SAENGVILAY Phone #: 630-438-6400
 Name of Project: SCHICK RD & PERTERSDORF RD. RESURFACING PROJECT
 Contract Value: \$122,903.00 Date of Completion: 7/2019

Municipality: IDOT CONTRACT 62H32
 Address: 2300 S. DIRKSEN PKWY, SPRINGFIELD, IL 62764
 Contact Name: JESSE HANSON Phone #: 815-210-7486
 Name of Project: RT. 64 RESURFACING
 Contract Value: \$66,805.00 Date of Completion: 7/2019

Village of Downers Grove – 2019 Right of Way Accessibility Improvements (S-008-19)

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) PANZARINO & SON CONSTRUCTION LLC Type of Work GRADALL SERVICES
 Addr: 257 NICOLE DR UNIT B City SOUTH ELGIN State IL Zip 60177

2) SARAY TRUCKING Type of Work TRUCKING SERVICES
 Addr: 701 MILL ST City SOUTH ELGIN State IL Zip 60177

3) CHICAGO CUT Type of Work CONCRETE CUTTING
 Addr: 810 MORSE AVE City SCHAUMBURG State IL Zip 60193

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 – 2019 Right of Way Accessibility Improvements (S-008-19)

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: GIULIO ORLANDO

Construction Supervisor: BRIAN TAYLOR

Team Member: FRANCESCO MARIANI

Team Member: ISMAEL ROMAN

Team Member: JAIME MUNIZ

Team Member: GERARDO GUERRA

Team Member: ANTONIO GUTIERREZ

Team Member: SAMUEL GUTIERREZ



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:  (Corporate Seal)

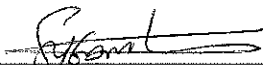
Title: PRESIDENT / Member

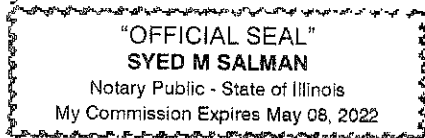
Name & Address: ABI CONSTRUCTION LLC

of Contractor 1N069 HARRIET ST, CAROL STREAM, IL 60188

or Vendor _____

Subscribed and sworn to before me this 5th day of SEP, 2019


Notary Public



Village of Downers Grove – 2019 Right of Way Accessibility Improvements (S-008-19)



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: ABI CONSTRUCTION LLC

ADDRESS: 1N069 HARRIET ST

CITY: CAROL STREAM

STATE: IL

ZIP: 60188

PHONE: 630-233-4957 FAX: N/A

TAX ID #(TIN): 83-1960056

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

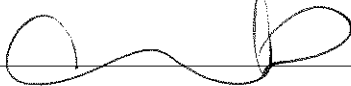
ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: 

DATE: 9/6/19

Village of Downers Grove – 2019 Right of Way Accessibility Improvements (S-008-19)

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.)

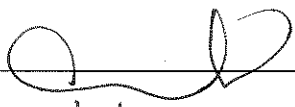
Name of Bidder: ABI CONSTRUCTION LLC

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 76, CEMENT FINISHERS LOCAL 502, CEMENT FINISHERS LOCAL 362, OPERATORS LOCAL 150

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: ANTONELLA ORLANDO, PRESIDENT

Signature: 

Date: 7/6/19

Village of Downers Grove – 2019 Right of Way Accessibility Improvements (S-008-19)

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 ABI CONSTRUCTION LLCTitle PRESIDENTDate 9-6-19

Certificate of Non-Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

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

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

Suspension or Debarment Certificate
--

Village of Downers Grove – 2019 Right of Way Accessibility Improvements (S-008-19)

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: ABI CONSTRUCTION LLC

Address: 1N069 HARRIET ST

City: CAROL STREAM Zip Code: 601888

Telephone: (630) 233-4957 Fax Number: ()

E-mail Address: abiconcreteconstruction@gmail.com

Authorized Company Signature: 

Print Signature Name: ANTONELLA ORLANDO Title of Official: PRESIDENT

Date: 9/6/2019

CAMPAIGN DISCLOSURE CERTIFICATE
--

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of

Village of Downers Grove – 2019 Right of Way Accessibility Improvements (S-008-19)

Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

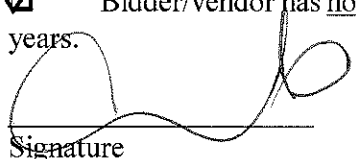
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

ANTONELLA ORLANDO
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
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: 2019 ROW Accessibility Improvements

PROPOSAL/BID NUMBER: BID # S-008-19

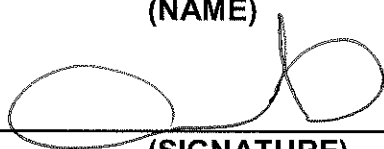
PROPOSAL/BID OPENING: September 6, 2019

ADDENDUM NO.: 1

PROPOSER/BIDDER: ABI Construction LLC

ADDRESS: 11069 Harriet St, Carol Stream, IL 60188

RECEIVED BY: Antonella Orlando
(NAME)


(SIGNATURE)

DATE: 9/6/19

Village of Downers Grove – 2019 Right of Way Accessibility Improvements (S-008-19)

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.

SCHEDULE OF PRICES:**BID 1 - 39th and Washington**

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
20101700	SUPPLEMENTAL WATERING	UNIT	1.0	\$ 1.00	\$ 1.00
20400800	FURNISHED EXCAVATION	CU YD	10.0	\$ 65.00	\$ 650.00
44000600	SIDEWALK REMOVAL	SQ FT	400.0	\$ 5.00	\$ 2,000.00
67100100	MOBILIZATION	L SUM	1.0	\$ 5,000.00	\$ 5,000.00
SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1.0	\$ 1,250.00	\$ 1,250.00
SP-7	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC.	L SUM	1.0	\$ 1,000.00	\$ 1,000.00
SP-8	STREET SWEEPING AND DUST CONTROL	HOUR	2.0	\$ 50.00	\$ 100.00
SP-9	AGGREGATE FOR TEMPORARY ACCESS	TON	10.0	\$ 1.00	\$ 10.00
SP-10	PARKWAY RESTORATION (SPECIAL)	SQ YD	50.0	\$ 25.00	\$ 1,250.00
SP-11	DETECTABLE WARNINGS	SQ FT	45.0	\$ 30.00	\$ 1,350.00
SP-12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	600.0	\$ 8.00	\$ 4,800.00
SP-13	COMBINATION CONCRETE CURB AND GUTTER	FOOT	40.0	\$ 50.00	\$ 2,000.00
SP-13	COMBINATION CONCRETE CURB AND GUTTER, B-6.12	FOOT	40.0	\$ 50.00	\$ 2,000.00
SP-15	DRAINAGE & UTILITY STRUCTURE TO BE ADJUSTED	EACH	1.0	\$ 600.00	\$ 600.00
SP-17	EARTH EXCAVATION, SPECIAL	CU YD	1.0	\$ 100.00	\$ 100.00
SP-18	STORM SEWERS, SDR-26, PVC, 10"	FOOT	15.0	\$ 150.00	\$ 2,250.00
SP-19	WEED CONTROL, PRE-EMERGENT	LBS	1.0	\$ 1.00	\$ 1.00
SP-21	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS	LOAD	1.0	\$ 100.00	\$ 100.00
SP-22	CLASS D PATCHES, SPECIAL	SQ YD	20.0	\$ 150.00	\$ 3,000.00
SP-25	INLET FILTERS	EACH	3.0	\$ 150.00	\$ 450.00
TOTAL BID 1					\$ 27,912.00

BID 2 - 59th and Fairview

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
20101700	SUPPLEMENTAL WATERING	UNIT	1.0	\$ 1.00	\$ 1.00
44000600	SIDEWALK REMOVAL	SQ FT	300.0	\$ 5.00	\$ 1,500.00
67100100	MOBILIZATION	L SUM	1.0	\$ 5,000.00	\$ 5,000.00
SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1.0	\$ 1,250.00	\$ 1,250.00
SP-7	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC,	L SUM	1.0	\$ 1,000.00	\$ 1,000.00
SP-8	STREET SWEEPING AND DUST CONTROL	HOURL	2.0	\$ 50.00	\$ 100.00
SP-9	AGGREGATE FOR TEMPORARY ACCESS	TON	10.0	\$ 1.00	\$ 10.00
SP-10	PARKWAY RESTORATION (SPECIAL)	SQ YD	40.0	\$ 25.00	\$ 1,000.00
SP-11	DETECTABLE WARNINGS	SQ FT	20.0	\$ 30.00	\$ 600.00
SP-12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	310.0	\$ 8.00	\$ 2,480.00
SP-13	COMBINATION CONCRETE CURB AND GUTTER	FOOT	40.0	\$ 50.00	\$ 2,000.00
SP-13	COMBINATION CONCRETE CURB AND GUTTER, B-6.12	FOOT	40.0	\$ 50.00	\$ 2,000.00
SP-15	DRAINAGE & UTILITY STRUCTURE TO BE ADJUSTED	EACH	1.0	\$ 600.00	\$ 600.00
SP-17	EARTH EXCAVATION, SPECIAL	CU YD	3.0	\$ 100.00	\$ 300.00
SP-19	WEED CONTROL, PRE-EMERGENT	LBS	1.0	\$ 1.00	\$ 1.00
SP-20	EXPLORATORY TRENCH, SPECIAL	CU YD	2.0	\$ 1.00	\$ 2.00
SP-22	CLASS D PATCHES, SPECIAL	SQ YD	15.0	\$ 150.00	\$ 2,250.00
SP-25	INLET FILTERS	EACH	2.0	\$ 150.00	\$ 300.00
TOTAL BID 2					\$ 20,394.00

BID 3 - Farley and Lyman

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	15.0	\$ 50.00	\$ 750.00
20101700	SUPPLEMENTAL WATERING	UNIT	1.0	\$ 1.00	\$ 1.00
44000600	SIDEWALK REMOVAL	SQ FT	480.0	\$ 5.00	\$ 2,400.00
67100100	MOBILIZATION	L SUM	1.0	\$ 5,000.00	\$ 5,000.00
SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1.0	\$ 1,250.00	\$ 1,250.00
SP-7	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC.	L SUM	1.0	\$ 1,000.00	\$ 1,000.00
SP-8	STREET SWEEPING AND DUST CONTROL	HOURL	2.0	\$ 50.00	\$ 100.00
SP-10	PARKWAY RESTORATION (SPECIAL)	SQ YD	90.0	\$ 25.00	\$ 2,250.00
SP-11	DETECTABLE WARNINGS	SQ FT	15.0	\$ 30.00	\$ 450.00
SP-12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	460.0	\$ 8.00	\$ 3,680.00
SP-14	CONCRETE CURB TYPE B, 6"	FOOT	85.0	\$ 20.00	\$ 1,700.00
SP-17	EARTH EXCAVATION, SPECIAL	CU YD	11.0	\$ 100.00	\$ 1,100.00
SP-19	WEED CONTROL, PRE-EMERGENT	LBS	2.0	\$ 1.00	\$ 2.00
SP-25	INLET FILTERS	EACH	1.0	\$ 150.00	\$ 150.00

TOTAL BID 3 \$ 19,833.00

BID 4 - Oxnard and Oxnard

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	30.0	\$ 50.00	\$ 1,500.00
20101700	SUPPLEMENTAL WATERING	UNIT	1.0	\$ 1.00	\$ 1.00
44000600	SIDEWALK REMOVAL	SQ FT	410.0	\$ 5.00	\$ 2,050.00
67100100	MOBILIZATION	L SUM	1.0	\$ 5,000.00	\$ 5,000.00
SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1.0	\$ 1,250.00	\$ 1,250.00
SP-6	TREE ROOT PRUNING	L	1.0	\$ 50.00	\$ 50.00
SP-7	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC.	L SUM	1.0	\$ 1,000.00	\$ 1,000.00
SP-8	STREET SWEEPING AND DUST CONTROL	HOURL	2.0	\$ 50.00	\$ 100.00
SP-10	PARKWAY RESTORATION (SPECIAL)	SQ YD	110.0	\$ 25.00	\$ 2,750.00
SP-11	DETECTABLE WARNINGS	SQ FT	10.0	\$ 30.00	\$ 300.00
SP-12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	410.0	\$ 8.00	\$ 3,280.00
SP-16	MODULAR CONCRETE BLOCK RETAINING WALL	SQ FT	25	\$ 80.00	\$ 2,000.00
SP-17	EARTH EXCAVATION, SPECIAL	CU YD	12	\$ 100.00	\$ 1,200.00
SP-20	WEED CONTROL, PRE-EMERGENT	LBS	2.2	\$ 1.00	\$ 2.20
SP-21	EXPLORATORY TRENCH, SPECIAL	CU YD	2.0	\$ 1.00	\$ 2.00
SP-22	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS	LOAD	1.0	\$ 100.00	\$ 100.00
SP-26	INLET FILTERS	EACH	1.0	\$ 150.00	\$ 150.00

TOTAL BID 4 \$ 20,735.20

BID 5 - Randall and Benton

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
20101700	SUPPLEMENTAL WATERING	UNIT	1.0	\$ 1.00	\$ 1.00
44000600	SIDEWALK REMOVAL	SQ FT	930.0	\$ 5.00	\$ 4,650.00
67100100	MOBILIZATION	L SUM	1.0	\$ 5,000.00	\$ 5,000.00
SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1.0	\$ 1,250.00	\$ 1,250.00
SP-6	TREE ROOT PRUNING	L	1.0	\$ 50.00	\$ 50.00
SP-7	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC.	L SUM	1.0	\$ 1,000.00	\$ 1,000.00
SP-8	STREET SWEEPING AND DUST CONTROL	HOURL	2.0	\$ 50.00	\$ 100.00
SP-9	AGGREGATE FOR TEMPORARY ACCESS	TON	10.0	\$ 1.00	\$ 10.00
SP-10	PARKWAY RESTORATION (SPECIAL)	SQ YD	200.0	\$ 25.00	\$ 5,000.00
SP-11	DETECTABLE WARNINGS	SQ FT	40.0	\$ 30.00	\$ 1,200.00
SP-12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	930.0	\$ 8.00	\$ 7,440.00
SP-16	MODULAR CONCRETE BLOCK RETAINING WALL	SQ FT	80.0	\$ 80.00	\$ 6,400.00
SP-17	EARTH EXCAVATION, SPECIAL	CU YD	35.0	\$ 100.00	\$ 3,500.00
SP-19	WEED CONTROL, PRE-EMERGENT	LBS	4.0	\$ 1.00	\$ 4.00
SP-20	EXPLORATORY TRENCH, SPECIAL	CU YD	2.0	\$ 1.00	\$ 2.00
SP-21	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS	LOAD	1.0	\$ 100.00	\$ 100.00
SP-25	INLET FILTERS	EACH	1.0	\$ 150.00	\$ 150.00

TOTAL BID 5 \$ 35,857.00

BID 6 - Randall and Fairmount

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
20101700	SUPPLEMENTAL WATERING	UNIT	1.0	\$ 1.00	\$ 1.00
44000600	SIDEWALK REMOVAL	SQ FT	990.0	\$ 5.00	\$ 4,950.00
60266600	VALVE BOX TO BE ADJUSTED	EACH	1.0	\$ 500.00	\$ 500.00
67100100	MOBILIZATION	L SUM	1.0	\$ 5,000.00	\$ 5,000.00
SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1.0	\$ 1,250.00	\$ 1,250.00
SP-7	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC,	L SUM	1.0	\$ 1,000.00	\$ 1,000.00
SP-8	STREET SWEEPING AND DUST CONTROL	HOUR	2.0	\$ 50.00	\$ 100.00
SP-9	AGGREGATE FOR TEMPORARY ACCESS	TON	10.0	\$ 1.00	\$ 10.00
SP-10	PARKWAY RESTORATION (SPECIAL)	SQ YD	195.0	\$ 25.00	\$ 4,875.00
SP-11	DETECTABLE WARNINGS	SQ FT	40.0	\$ 30.00	\$ 1,200.00
SP-12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	990.0	\$ 8.00	\$ 7,920.00
SP-14	CONCRETE CURB TYPE B, 6"	FOOT	95	\$ 20.00	\$ 1,900.00
SP-17	EARTH EXCAVATION, SPECIAL	CU YD	28	\$ 100.00	\$ 2,800.00
SP-19	WEED CONTROL, PRE-EMERGENT	LBS	4.0	\$ 1.00	\$ 4.00
SP-20	EXPLORATORY TRENCH, SPECIAL	CU YD	2.0	\$ 1.00	\$ 2.00
SP-21	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS	LOAD	1.0	\$ 100.00	\$ 100.00
SP-25	INLET FILTERS	EACH	2.0	\$ 150.00	\$ 300.00

TOTAL BID 6 \$ 31,912.00

BID 7 - Randall and Lyman

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
20101700	SUPPLEMENTAL WATERING	UNIT	1.0	\$ 1.00	\$ 1.00
44000600	SIDEWALK REMOVAL	SQ FT	575.0	\$ 5.00	\$ 2,875.00
67100100	MOBILIZATION	L SUM	1.0	\$ 5,000.00	\$ 5,000.00
SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1.0	\$ 1,250.00	\$ 1,250.00
SP-6	TREE ROOT PRUNING	L	1.0	\$ 50.00	\$ 50.00
SP-7	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC,	L SUM	1.0	\$ 1,000.00	\$ 1,000.00
SP-8	STREET SWEEPING AND DUST CONTROL	HOUR	2.0	\$ 50.00	\$ 100.00
SP-10	PARKWAY RESTORATION (SPECIAL)	SQ YD	115.0	\$ 25.00	\$ 2,875.00
SP-11	DETECTABLE WARNINGS	SQ FT	20.0	\$ 30.00	\$ 600.00
SP-12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	575.0	\$ 8.00	\$ 4,600.00
SP-16	MODULAR CONCRETE BLOCK RETAINING WALL	SQ FT	55	\$ 80.00	\$ 4,400.00
SP-17	EARTH EXCAVATION, SPECIAL	CU YD	24	\$ 100.00	\$ 2,400.00
SP-19	WEED CONTROL, PRE-EMERGENT	LBS	1.0	\$ 1.00	\$ 1.00
SP-20	EXPLORATORY TRENCH, SPECIAL	CU YD	2.0	\$ 1.00	\$ 2.00
SP-21	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS	LOAD	1.0	\$ 100.00	\$ 100.00

TOTAL BID 7 \$ 25,254.00

BID 8 - Summit and Blodgett

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
20101700	SUPPLEMENTAL WATERING	UNIT	1.0	\$ 1.00	\$ 1.00
44000600	SIDEWALK REMOVAL	SQ FT	650.0	\$ 5.00	\$ 3,250.00
67100100	MOBILIZATION	L SUM	1.0	\$ 5,000.00	\$ 5,000.00
SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1.0	\$ 1,250.00	\$ 1,250.00
SP-7	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC,	L SUM	1.0	\$ 1,000.00	\$ 1,000.00
SP-8	STREET SWEEPING AND DUST CONTROL	HOUR	2.0	\$ 50.00	\$ 100.00
SP-9	AGGREGATE FOR TEMPORARY ACCESS	TON	10.0	\$ 1.00	\$ 10.00
SP-10	PARKWAY RESTORATION (SPECIAL)	SQ YD	140.0	\$ 25.00	\$ 3,500.00
SP-11	DETECTABLE WARNINGS	SQ FT	30.0	\$ 30.00	\$ 900.00
SP-12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	650.0	\$ 8.00	\$ 5,200.00
SP-14	CONCRETE CURB TYPE B, 6"	FOOT	65	\$ 20.00	\$ 1,300.00
SP-17	EARTH EXCAVATION, SPECIAL	CU YD	9	\$ 100.00	\$ 900.00
SP-19	WEED CONTROL, PRE-EMERGENT	LBS	3.0	\$ 1.00	\$ 3.00
SP-20	EXPLORATORY TRENCH, SPECIAL	CU YD	2.0	\$ 1.00	\$ 2.00
SP-21	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS	LOAD	1.0	\$ 100.00	\$ 100.00
SP-25	INLET FILTERS	EACH	1.0	\$ 150.00	\$ 150.00

TOTAL BID 8 \$ 22,666.00

BID 9 - Summit and Fairmount

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	10.0	\$ 50.00	\$ 500.00
20100210	TRE REMOVAL (OVER 15 UNITS DIAMTER)	UNIT	24.0	\$ 50.00	\$ 1,200.00
20101700	SUPPLEMENTAL WATERING	UNIT	1.0	\$ 1.00	\$ 1.00
44000600	SIDEWALK REMOVAL	SQ FT	695.0	\$ 5.00	\$ 3,475.00
67100100	MOBILIZATION	L SUM	1.0	\$ 5,000.00	\$ 5,000.00
SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1.0	\$ 1,250.00	\$ 1,250.00
SP-7	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC.	L SUM	1.0	\$ 1,000.00	\$ 1,000.00
SP-8	STREET SWEEPING AND DUST CONTROL	HOUR	2.0	\$ 50.00	\$ 100.00
SP-10	PARKWAY RESTORATION (SPECIAL)	SQ YD	190.0	\$ 25.00	\$ 4,750.00
SP-11	DETECTABLE WARNINGS	SQ FT	20.0	\$ 30.00	\$ 600.00
SP-12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	695.0	\$ 8.00	\$ 5,560.00
SP-16	MODULAR CONCRETE BLOCK RETAINING WALL	SQ FT	100	\$ 80.00	\$ 8,000.00
SP-17	EARTH EXCAVATION , SPECIAL	CU YD	26	\$ 100.00	\$ 2,600.00
SP-19	WEED CONTROL, PRE-EMERGENT	LBS	4.0	\$ 1.00	\$ 4.00
SP-20	EXPLORATORY TRENCH, SPECIAL	CU YD	2.0	\$ 1.00	\$ 2.00
SP-21	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS	LOAD	1.0	\$ 100.00	\$ 100.00
SP-25	INLET FILTERS	EACH	2.0	\$ 150.00	\$ 300.00

TOTAL BID 9 \$ 34,442.00

TOTALS	
TOTAL BID 1	\$ 27,912.00
TOTAL BID 2	\$ 20,394.00
TOTAL BID 3	\$ 19,833.00
TOTAL BID 4	\$ 20,735.20
TOTAL BID 5	\$ 35,857.00
TOTAL BID 6	\$ 31,912.00
TOTAL BID 7	\$ 25,254.00
TOTAL BID 8	\$ 22,666.00
TOTAL BID 9	\$ 34,442.00
TOTAL BASE BID	\$ 239,005.20

MERCHANTS BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498

PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

Bond Number: 358125

CONTRACTOR:

(Name, legal status and address)

ABI Construction LLC
1N069 Harriet St
Carol Stream, IL 60188

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

OWNER:

(Name, legal status and address)

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

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

BOND AMOUNT: Five Percent of Bid Amount

5 %

PROJECT:

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

Village of Downers Grove; S-008-19, 2019 Right of Way Accessibility Improvements


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

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.

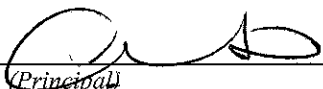

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 6th day of September, 2019


(Witness)

ABI Construction LLC


(Principal) 
President
(Title)


(Witness)

Merchants National Bonding, Inc.

(Surety) 
(Seal)
(Title) Jaclyn Kopecky Attorney-in-Fact

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

Bond #: 358125

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jaclyn Kopecky

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

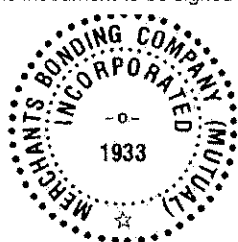
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of September, 2019.

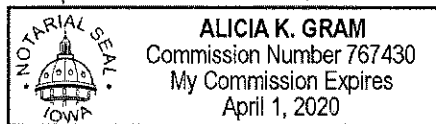


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 6th day of September, 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of September, 2019.



William Warner Jr.
Secretary



ABICO-1

OP ID: SA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rand-Tec Insurance Agency Inc. 977 Lakeview Parkway, Ste 105 Vernon Hills, IL 60061 Scott J. Anderson	847-367-2633	CONTACT NAME: Scott J. Anderson PHONE (A/C, No, Ext): 847-367-2633 E-MAIL ADDRESS:	FAX (A/C, No): 847-367-2636
	INSURED A.B.I. Construction LLC 1N069 Harriet St. Carol Stream, IL 60188		INSURER(S) AFFORDING COVERAGE INSURER A: Pekin Insurance Company NAIC # 24228 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CL0240067	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	00P729864	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU35556	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	005390338	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Bid #S-008-19 2019 Rite of Way Accessibility Improvements. The Village of Downers Grove, its officers, officials, employees & volunteers are added to the GL policy as an additional insured on a primary non-contributory basis with respect to work performed by the named insured as required by written contract/agreement. GL/Auto/WC waiver of subrogation applies

CERTIFICATE HOLDER VILDO-2 Village of Downers Grove 5101 Walnut Ave. Downers Grove, IL 60515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Illinois Department of Transportation

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

**Affidavit of Availability
For the Letting of 9/6/2019**

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	61F57	62H92	62G83	62J03		
Contract With	CURRAN	BUILDERS	PETER BAKER	PETER BAKER		
Estimated Completion Date	2020	2020	2020	2020		
Total Contract Price	360,294.00	232,990.00	99,090.00	93,415.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	360,294.00	232,990.00	11,165.00	93,415.00		\$697,864.00
Total Value of All Work						\$697,864.00

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						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage		79,975.00				\$79,975.00
Electrical						
Cover and Seal Coats						
Concrete Construction	360,294.00	153,015.00	11,165.00	93,415.00		\$617,889.00
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals	\$360,294.00	\$232,990.00	\$11,165.00	\$93,415.00		\$697,864.00

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.

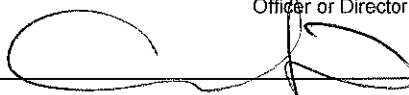
For each contract described in Part I, list all the work you have subcontracted to others.

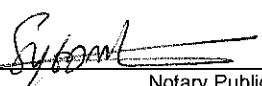
	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of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

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

Subscribed and sworn to before me
 this 5th day of SEP, 2019

Type or Print Name Antonella Orlando, President
Officer or Director Title

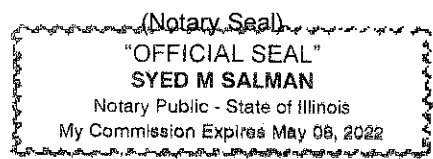
Signed 


 Notary Public

My commission expires 5/8/2022

Company ABI CONSTRUCTION LLC

Address 1N069 HARRIET ST
CAROL STREAM IL 60188





Illinois Department of Transportation

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

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For the Letting of 9/6/2019**

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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	62G62	19-00000-01-GM	60T49	62630		
Contract With	R.W.D.C.O.	JOHNSON	ARROW ROAD	BUILDERS		
Estimated Completion Date	8/23/2020	10-18-19	6/26/2020	35 WORK DAYS		
Total Contract Price	616,978.00	599,859.00	484,703.00	31,500.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor	\$100,000	\$30,000	\$50,000	\$31,500		\$211,500.00
Total Value of All Work						\$211,500.00

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						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction	100,000.00	30,000.00	50,000.00	31,500.00		\$211,500.00
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals	\$100,000.00	\$30,000.00	\$50,000.00	\$31,500.00		\$211,500.00

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					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

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

Subscribed and sworn to before me this 5th day of SEP, 2019

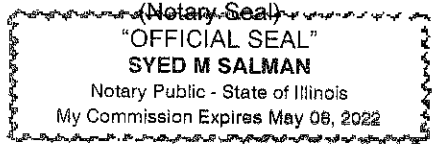
Type or Print Name Antonella Orlando, President
Officer or Director Title

[Signature]
 Notary Public

Signed [Signature]

My commission expires 5/8/2022

Company ABI CONSTRUCTION LLC



Address 1N069 HARRIET ST
CAROL STREAM IL 60188