

VILLAGE OF DOWNERS GROVE
Report for the Village
9/1/2020

SUBJECT:	SUBMITTED BY:
Award of Bid - Springside Culvert Replacement	Andy Sikich Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the Springside Ave & Prentiss Creek Culvert Replacement to A Lamp Concrete Contractors, Inc. of Schaumburg, Illinois in the amount of \$604,969.60.

STRATEGIC PLAN ALIGNMENT

The goals for 2019-2021 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY20 budget includes \$750,000 in the Stormwater Fund for storm sewer replacement.

RECOMMENDATION

Approval on the September 8, 2020 Consent Agenda.

BACKGROUND

Staff has identified severe deterioration of the cross-road culvert at Springside Avenue and Prentiss Creek (north of Bolson Drive). The existing culvert, consisting of dual 8' x 6' cast-in-place box culverts, is severely deteriorated: exposed reinforcement bars, spalling, center wall damage and up to 30% section loss of concrete experienced in some areas. Due to the advanced deterioration of the culvert, Staff recommends replacing the culvert instead of performing maintenance/repairs. Failure of the culvert would likely result in significant upstream flooding.

This project will consist of removal of the existing box culvert and end sections, and installation of dual 9' x 6' box culverts with new headwalls. The new dual box culvert and retaining walls will increase capacity of the system and properly stabilize the upstream and downstream ends. The culvert will be installed at an appropriate elevation and the creek will be re-graded on both sides of the culvert, which will create a "smoother" creek profile. The project includes installation of a fence adjacent to the retaining walls and sidewalk for safety purposes.

Currently, several "volunteer" trees have grown in the creek within the project limits, along with an abundance of buckthorn and honeysuckle shrubs, both of which are considered invasive species. These trees are primarily low quality, and are impeding the flow of water within the creek. Along with the smaller buckthorn and honeysuckle, there are 21 trees (6" to 24" in diameter) that are anticipated to be removed with this project; ten ash trees, which are almost entirely dead or dying, one buckthorn, one tree of heaven, two Siberian elm,

one crabapple, three silver maple and three cottonwood. During construction, staff will work with the contractor to attempt to save any trees that can potentially be saved. Upon completion of re-grading, the banks of the creek will be planted with native vegetation, which will improve water quality, stabilize the creek banks, and will not impede flow. New, high-quality trees will be planted along the north side of the creek after project completion.

A Call for Bids (CFB) was issued and published in accordance with the Village's Purchasing Policy. Twelve bids were received by the due date of August 21, 2020. A synopsis of the bids is as follows:

Contractor	Base Bid	
A LAMP CONCRETE CONTRACTORS, INC.	\$604,969.60	Low Bid
ALLIANCE CONTRACTORS, INC.	\$750,109.30	
V3 CONSTRUCTION GROUP, LTD.	\$779,760.00	
FOX EXCAVATING, INC.	\$789,471.00	
MARTAM CONSTRUCTION, INC.	\$792,723.60	
SWALLOW CONSTRUCTION CORPORATION	\$799,762.15	
COPENHAVER CONSTRUCTION, INC.	\$803,586.00	
H. LINDEN & SONS SEWER AND WATER, INC.	\$812,271.00	
BERGER EXCAVATING CONTRACTORS, INC.	\$839,233.79	
HERLIHY MID-CONTINENT CO.	\$842,926.52	
JOHN NERI CONSTRUCTION CO., INC.	\$872,563.50	
PERFORMANCE CONSTRUCTION & ENGINEERING, LLC	\$958,430.00	

Staff recommends award of the project to A Lamp Concrete Contractors, Inc., who have completed various road and underground utility projects for the Village over the past ten years.

ATTACHMENTS

Contract

Contractor Evaluations

Village of Downers Grove – Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)

**CALL FOR BIDS – FIXED WORKS PROJECT**

- I. Name of Company Bidding: A Lamp Concrete Contractors, Inc.
- II. Instructions and Specifications:
- A. Bid No.: SW-070-18A
 - B. For: Springside Ave & Prentiss Creek Culvert Replacement
 - C. Bid Opening Date/Time: Friday, August 21, 2020 @ 10:00am
 - D. Pre-Bid Conference Date/Time: Monday, August 17, 2020 @ 10:00am (Optional)
 - E. Pre-Bid Conference Location: Public Works Building, 5101 Walnut Ave., Downers Grove, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: Friday, August 7, 2020

This document comprises 112 pages.

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

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

Village of Downers Grove – Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)

CALL FOR BIDS – FIXED WORKS PROJECT

Bid No.: SW-070-18A

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

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

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

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

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

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

Village of Downers Grove – Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)

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

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- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the Work and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the Bid resulting from his willing or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.
- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids or the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.

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- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.
- 2.7 The 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.

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3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.

3.3 No Contract Documents will be issued after 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.

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8. BIDDER DISQUALIFICATION

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

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

8.1.2 Evidence of collusion among Bidders.

8.1.3 Unbalanced Bids in which the prices for some items are substantially out of proportion to the prices for other items.

8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.

8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.

8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

8.1.8 Failure to submit a signed Bidder's Certificate stating the following:

8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and

8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and

8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this Contract; and

8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

9. BASIS OF AWARD

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

10. AWARD OF CONTRACT

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

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bidder).

- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

11. RETURN OF BID DEPOSIT

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

12. FAILURE TO ENTER INTO CONTRACT

- 12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.
- 12.2 Failure on the part of the successful Bidder to provide the Village a construction schedule for approval within ten (10) calendar days from the date of receipt of the Notice of Award from the Village, and, if required, provide a modified construction schedule as requested by the Village within an additional five (5) calendar days, may be considered as just cause for the revocation of the award. In such case, 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.
- 12.3 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.
- 12.4 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.

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14. TAX EXEMPTION

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

15. RESERVED RIGHTS

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

16. CATALOGS AND SHOP DRAWINGS

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

17. TRADE NAMES AND SUBSTITUTIONS

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

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

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

19. USE OF VILLAGE'S NAME

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

20. HOURS OF WORK

- 20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Sundays or legal holidays. The Contractor shall do no work on Saturdays, unless otherwise approved in writing by the Village. If approved by the Village, allowed work hours on Saturdays shall be between the hours of 8:00 a.m. and 3:00 p.m. 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, which shall be deducted from the value of work completed.

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

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

- 25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - 25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive 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

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race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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

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28. DRUG FREE WORK PLACE

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

28.1.1 Publishing a statement:

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

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

(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

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subcontractor(s) which meet or exceed the requirements of the Act.

30. PREVAILING WAGE ACT

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

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

31. PATRIOT ACT COMPLIANCE

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

32. INSURANCE REQUIREMENTS

- 32.1 Prior to starting the Work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, 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
		(Applicable on a Per Project Basis)
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	

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

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services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

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

33. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

- 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

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appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

36. BILLING AND PAYMENT PROCEDURES

- 36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60-day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60-day period, until final payment is made.
- 36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.
- 36.3 As this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 36.4 Please send all invoices to the attention of: Village of Downers Grove, Public Works, 5101 Walnut Ave., Downers Grove, IL 60515.

37. COMPLIANCE WITH OSHA STANDARDS

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

38. CERCLA INDEMNIFICATION

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

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39. COPYRIGHT or PATENT INFRINGEMENT

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

40. BUY AMERICA

- 40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

41. CAMPAIGN DISCLOSURE

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

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44. WAIVER OF BREACH OF CONTRACT

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

45. CHANGE ORDERS

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

46. SEVERABILITY OF INVALID PROVISIONS

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

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

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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, 2020 (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, 2019.
- 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 assign a superintendent for the work per Sections 105.06 and 108.06 of the SSRBC and as amended herein. The Contractor’s superintendent shall be involved in the work to the extent necessary to prosecute the work per the Contract. Furthermore, the superintendent shall be required to attend weekly progress meetings, provide two-week schedules of expected construction activities, provide updated overall construction schedules and, if required by the Engineer, acknowledge and sign IDOT Form BC-239 Weekly Report of Resident. The Contractor shall not replace the superintendent 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

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in the completion of the Work specified in this Contract.

- 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as 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 **Friday, November 20, 2020**. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.

4.1.2 The total duration of disturbance for work related to means of public egress through the project site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed ten (10) calendar days. The Contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.

4.1.3 The Contractor shall also make special note of the following work schedule requirements:

4.1.3.1 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. In addition, the Contractor shall be liable for additional costs incurred by the Village due to the delay for construction engineering services, which shall be deducted from the value of work completed.

4.1.5 Upon substantial completion of the project, the Engineer will deliver to the Contractor a punch list as well as a due date for completion of the punch list. If the Contractor fails to complete the punch list by the stated punch list completion date, 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.)

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- 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 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

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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.~~

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 SCOPE OF WORK

The Springside Ave & Prentiss Creek Culvert Replacement project shall generally consist of the following: removal of existing box culvert and end sections; installation of box culvert with headwalls; storm sewer removal and installation; road reconstruction; road resurfacing; streambank stabilization; sidewalk removal and installation; ornamental fence installation; pavement striping; all other collateral work such as curb and gutter replacements, turf restoration, etc.

SP-2 GENERAL CONSTRUCTION REQUIREMENTS

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

No more than three hundred linear feet (300 LF) of pavement may be open-cut and closed to use by the motoring public. Access to all individual drives within the current work zone must be restored at the end of each workday except when access is subject to placement of and curing of concrete pavement, sidewalk and/or curb and gutter. In such case, the Contractor shall provide the Engineer a daily schedule of construction activities impacting access.

The Contractor shall maintain traffic flow on ALL STREETS during the day in accordance with the applicable special provision, unless stated otherwise by a Village-approved traffic control plan. Adequate signing and flagging is of particular importance for safe travel of all residents.

Protection of Work

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

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

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streets and sidewalks. All his tools, form boards, and surplus materials shall be removed and relocated to any temporary on-site storage location assigned by the Village or its Engineer, and shall leave his work "broom clean" or its equivalent, unless more precisely defined. Upon completion of the work called for by the contract, and upon final inspection and acceptance, the Contractor shall remove any of his remaining rubbish, tools, form boards, and surplus materials completely from the work site.

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

SP-3 QUALIFICATIONS OF BIDDER

In addition to those requirements set forth in Section 10.1 above, in order to be considered a responsible bidder, the bidder must have particular expertise in having successfully constructed projects of a similar size and scope, specifically including residential neighborhood street and utility removal and replacement and construction of both precast and cast-in-place culverts. 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 superintendent (can be the same person) on the Certification of Qualifications form. Bidder must also provide qualifications of the project manager and full-time onsite superintendent. The individuals proposed must be utilized for the duration of this project unless an alternate is approved in writing by the Village.
- c. Bidder must completely fill out and submit the Certification of Qualifications form with the Bid.

SP-1 ACCESS AND WATER SHUT-OFF NOTIFICATION

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

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

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

SP-5 STATUS OF UTILITIES

Effective: August 7, 2020

Revised: August 7, 2020

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

Utilities to be adjusted

Conflicts noted below have been identified. The owner of the utility has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The owner of the utility must relocate, or complete new installations as noted below; this work has been deemed necessary for the Village's Contractor to complete the improvements.

Location	Type	Description	Responsible Agency	Duration of Time

Utilities to be watched and protected

The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some cases, the Contractor will be responsible to notify the utility owner in advance of the work to take place so necessary staffing on the utility owner's part can be secured.

Stage / Location	Type	Description	Owner
Springside Avenue	Water Main	Water main to be located in field and adjusted as required.	Downers Grove
Springside Avenue	Gas	Service lines to be located in field. See Sheets for approximate locations.	Nicor
Springside Avenue	Communication Line	Service lines to be located in field. See Sheets for approximate locations.	Comcast AT&T
Springside Avenue	Water Service	Service lines to be located in field and adjusted as required.	Downers Grove
Springside Avenue	Electric	Service lines to be located in field. See Sheets for approximate locations.	ComEd
Springside Avenue	Storm Sewer	Storm sewer to be removed, abandoned, or left alone as indicated in plans.	Downers Grove

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
ComEd	Baylee Kosatka		illinoisdamage@usicllc.com
Comcast	Martha Gieras	224-229-5862	marthagieras@comcast.com
Nicor	Charles M. Parrott	630-388-3319	gasmaps@aglresources.com
Storm Sewer	John Welch	630-434-5494	jwelch@downers.us
Verizon Business			investigations@verizon.com
Water	Ken Niles	630-516-1932	niles@dpwc.org
AT&T	Janet Ahern	630-573-6414	ja1763@att.com

The above represents the best information available to the Village and is included for the convenience of the Contractor. The Contractor is responsible for contacting J.U.L.I.E. prior to all excavation work. The Contractor is also responsible for investigating/verifying any and all potential conflicts with existing utilities per special provision for EXPLORATORY TRENCH, SPECIAL.

SP-6 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 improvements. The Contractor shall perform exploratory trenching for all existing utilities potentially in conflict with the proposed improvements. The Contractor shall proactively perform exploratory trenching in a timely fashion to help mitigate delays, if any, caused by conflicts with existing utilities. The Contractor shall also perform exploratory trenching as directed by the Engineer. It shall be the responsibility of the Contractor to immediately inform the Engineer of any conflicts with existing utilities in conflict with the proposed improvements. 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 within 2' of a paved area (existing or proposed), the excavation shall be backfilled with Trench Backfill as specified herein. Otherwise, the excavation shall be backfilled with excavated material compacted to the satisfaction of the Engineer. Any excess material shall be disposed of in accordance with Article 202.03 of the IDOT Standard Specifications.

Exploratory trenching will be measured in its original position and the volume calculated in cubic yards based upon the dimensions of the excavation. Trench Backfill will not be measured for payment and shall be included in the unit price of EXPLORATORY TRENCH, SPECIAL.

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

EXPLORATORY TRENCH, SPECIAL,

measured as specified, which price shall include excavation, backfill and legal disposal of excess material.

SP-7 PRECONSTRUCTION VIDEOTAPING

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

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

PRECONSTRUCTION VIDEOTAPING,

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

SP-8 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-9 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control

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

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

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

The Contractor shall plan 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.

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

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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.

In the event public sidewalk must be closed, the Contractor shall provide SIDEWALK CLOSED AHEAD signs adjacent to the closure and at the nearest intersections to the closure. If the closure occurs an intersection, the Contractor shall provide SIDEWALK CLOSED USE OTHER SIDE signs at the corner(s) opposite the closed sidewalk.

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.

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 the Contract or as directed by the Engineer as it relates to 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 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-10 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,

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manual labor, or other approved techniques.

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

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

STREET SWEEPING AND DUST CONTROL,

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

SP-11 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

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(PE) or licensed professional geologist (PG), if required, in addition to the cost of additional hauling, dump fees, etc. Payment for this work shall be in addition to payment for EXCAVATION, SPECIAL per the contract unit price. No adjustment to the contract unit price will be allowed due to changes to quantities based on actual field conditions.

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

ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE,

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

SP-12 CONCRETE SUPPORT FOR UTILITY CROSSING

Description: This work shall consist of the placement of class X concrete, or approved equal per the Engineer, for supporting proposed storm sewer or water main pipe 24" and greater in diameter above existing sanitary sewers with less than three feet of vertical clearance. For all locations that deficient clearance is identified, the Contractor shall provide plans to the Engineer for approval. **NO UTILITY SUPPORT SHALL BE BACKFILLED UNTIL INSPECTED AND APPROVED BY A REPRESENTATIVE OF THE DOWNERS GROVE SANITARY DISTRICT (630-969-0664).**

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

CONCRETE SUPPORT FOR UTILITY CROSSING,

which includes all labor, material and equipment necessary to complete work.

SP-13 EROSION AND SEDIMENT 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. Dewatering and bypass pumping and all sediment control measures required, in addition to measures shown on plans, shall be incidental to the installation of storm sewer pipes and structures.

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. Failure to

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properly install and maintain erosion control measures per the Erosion Control Plan, or as directed by the Engineer, shall result in a \$1000/day fine, which shall be deducted from the value of work completed, until deficiencies are rectified as approved by the Engineer.

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-14 SOD RESTORATION

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

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

All topsoil to be used for parkway restoration shall be obtained from outside the limits of this improvement, transported to the site and placed at required locations to a minimum depth of 6". All materials shall meet the requirements of Art. 1081.05 of the Standard Specifications. All placement of topsoil shall meet the requirements of Sec. 211 of the Standard Specifications.

All sod shall be an approved grass that is native to the locality of work meeting the requirements of Art. 1081.03 of the Standard Specifications. All placement of sod shall meet the requirements of Sec. 252 of the Standard Specifications.

The Contractor shall properly backfill, compact and grade all disturbed areas adjacent to newly constructed curb and gutter, sidewalks and driveways within 5 calendar days of their completion. Backfill shall be compacted by mechanical and/or hand methods so future consolidation / settlement does not occur. Disturbed areas shall be left in a safe, clean and usable condition conducive to foot traffic and to the satisfaction of the Engineer.

Disturbed turf areas shall be permanently restored with topsoil and sod or, if sod placement falls outside specifications for sod placement, temporarily stabilized with GROWTH-INHIBITING EROSION CONTROL BLANKET within 14 calendar days of final disturbance of the turf area. If timing of restoration work falls outside of specifications for sod placement, topsoil and growth-inhibiting erosion control blanket shall be installed within the required restoration timeframe and sod shall be installed when specifications allow. The material specifications shall be submitted to the Village for

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approval prior to use. The blanket shall consist of a material which inhibits the growth of weeds, such that the area does not require additional tilling of topsoil prior to sod placement. The installation of the blanket shall follow manufacturer's specifications such that no soil or debris shall run off from the disturbed areas. Following the use of any blanket, the Contractor shall remove the product from the site.

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

SOD RESTORATION

and/or

GROWTH-INHIBITING EROSION CONTROL BLANKET,

which price shall be payment in full for any excavation and grading necessary, the furnishing, transporting and placement of all topsoil and sod, and the full watering of sod. Unless otherwise directed by the Engineer, restoration of disturbed parkways more than three (3) feet behind the back of curb or more than three (3) feet adjacent to newly constructed driveway or sidewalk or more than six (6) feet either side of the newly placed storm sewer or pipe culvert, will not be paid for separately but shall be considered incidental to the contract. The installation of temporary growth-inhibiting erosion control blanket shall be paid for at the contract unit price per Square Yard for GROWTH-INHIBITING EROSION CONTROL BLANKET.

SP-15 TRENCH BACKFILL

Description: All trenches and excavations under or within 2' of paved areas or structures, as shown on plans or as directed by the Engineer in the field, will require aggregate Trench Backfill.

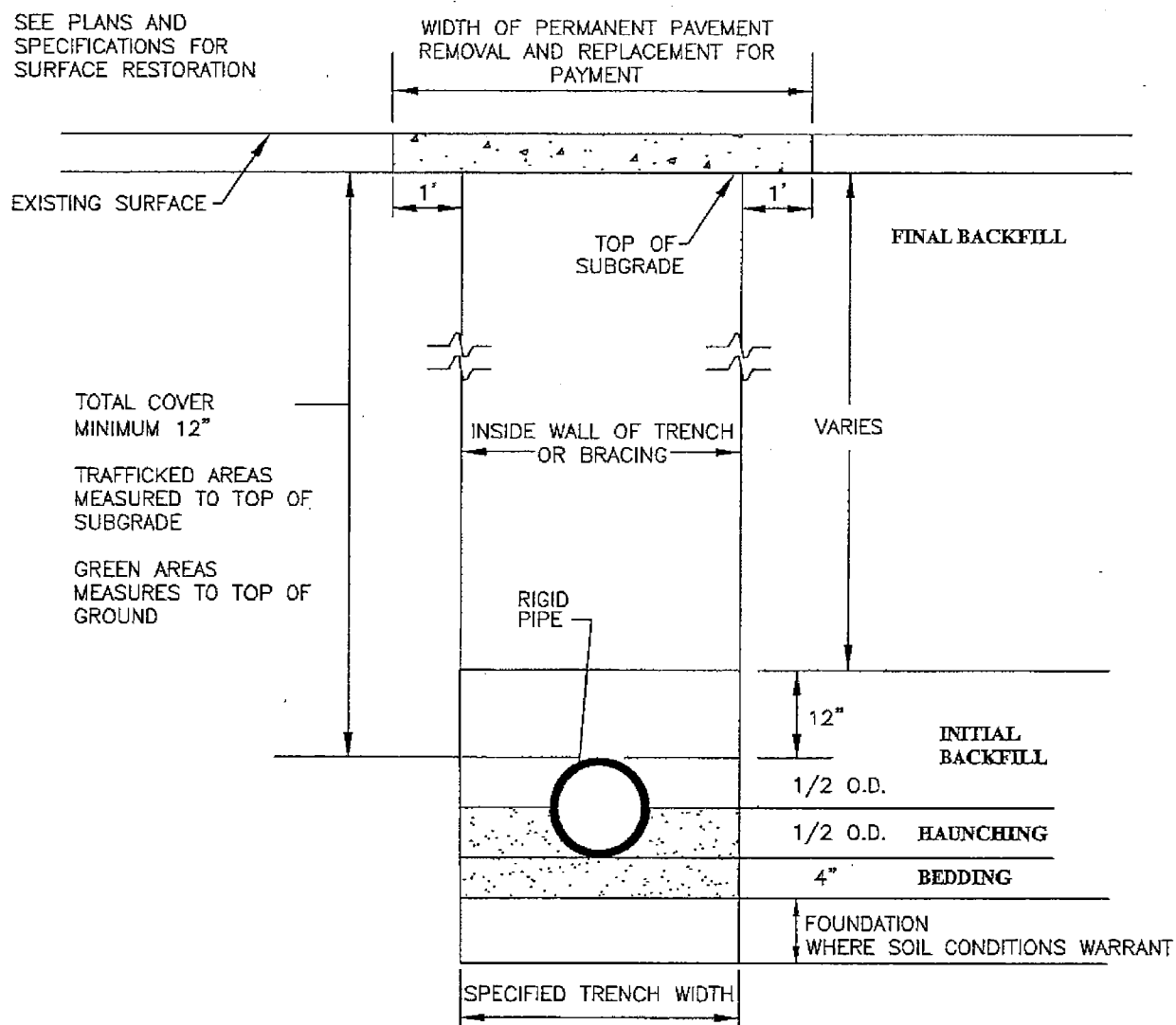
Materials: Trench Backfill, as defined in the Water and Sewer Specs, shall consist of Final Backfill, Initial Backfill, Haunching and Bedding (see detail within this special provision). Allowable aggregate gradations, as defined in Sections 1003 and 1004 of the SSRBC, shall be as follows:

- Final Backfill: CA-6 or FA-6
- Initial Backfill: CA-6 or FA-6
- Haunching: CA-7
- Bedding: CA-7

All trench backfill material shall be placed and compacted in accordance with Section 550.07 of the SSRBC. Per the SSRBC, compaction Method 3 (jetting) of Initial Backfill and Final Backfill shall not be used with CA-6 material. Compaction Method 3 (jetting) of Initial Backfill and Final Backfill shall only be used with FA-6 material. Per the SSRBC, trench backfill material that has been compacted with Method 3 (jetting) shall be allowed to settle and dry for at least 10 days before any pavement or structure is placed above it.

All backfilling shall be done in accordance with Section 20-4.06 of the Water and Sewer Specs. All trenches and excavations not under or within 2' of paved areas or structures shall be backfilled by any acceptable method which will not dislodge or damage the pipe, or cause bridging action in the trench. In turf areas, Trench Backfill shall consist of Initial Backfill, Haunching and Bedding and the balance of the backfill may be approved excavated material.

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Basis of Payment: Payment shall be made for the furnishing and placement of Final Backfill only as defined in the Water and Sewer Specs. Furnishing and placement of Bedding, Haunching and Initial Backfill shall be considered incidental to the contract price for installation of the utility pipe. Final Backfill will be measured in cubic yards in place, except that the quantity for which payment will be made shall not exceed the volume of the trench as computed by using the maximum width of trench permitted by the SSRBC. Trench Backfill material exceeding of the maximum quantity herein specified shall be furnished by the Contractor at his own expense. Disposal of the surplus excavated material that is replaced by Trench Backfill shall be incidental to payment for Trench Backfill. This work will be paid for at the contract unit price per **CUBIC YARD** for

TRENCH BACKFILL

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

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SP-16 DETECTABLE WARNINGS

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

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

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

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

DETECTABLE WARNINGS,

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

SP-17 PAVEMENT REMOVAL

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

Add the following to Section 440.07 (b):

Pavement removal shall include excavation and removal of aggregate base.

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

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

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

PAVEMENT REMOVAL,

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

SP-18 WORK WITHIN WATERS OF THE U.S. / FLOODWAY / FLOODPLAIN / DUPAGE COUNTY WETLANDS

The work associated with this Call for Bid is located within Waters of the U.S., floodway, floodplain and DuPage County wetlands. As such, the work must be performed in compliance with permits and/or direction by the following regulating authorities: Army Corps of Engineers (ACOE), Kane DuPage Soil and Water Conservation District (SWCD) and DuPage County Department of Economic Development and Planning (EDP).

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ACOE

The ACOE has issued a Regional Permit for the Springside Ave & Prentiss Creek Culvert Replacement project. The Regional Permit is included in this Call for Bid. All work must be performed in compliance with the Regional Permit and General Conditions.

SWCD

Per the ACOE Regional Permit, ACOE authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. The work shall comply with the SWCD's written and verbal recommendations regarding the soil erosion and sediment control (SESC) plan and the installation and maintenance requirements of the SESC practices on-site. Note: the Village will schedule a preconstruction meeting with SWCD to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site. The Contractor must attend this meeting.

EDP

A stormwater management permit from the EDP is required for commencement of the Springside Ave & Prentiss Creek Culvert Replacement project. All work must be performed in compliance with the approved EDP permit. At the time of advertisement of this Call for Bid, an EDP permit has not yet been issued. The Village does not expect issuance of the EDP permit to delay commencement of the project.

SP-19 CONFLICT MANHOLE (SIZE, TYPE, FRAME)

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

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

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

CONFLICT MANHOLE (SIZE, TYPE, FRAME),

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

SP-20 PORTLAND CEMENT CONCRETE SIDEWALK REMOVE AND REPLACE or PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, NEW,

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

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

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

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

Placement of sidewalk shall include the following:

- a) Any necessary excavation, clearing, and proper disposal of excavated materials, removal and disposal of all obstructions such as fences, walls, foundations and buildings;
- b) The placement and compaction of four inches (4") of Subbase Granular material, Type B, CA 6 with the methods and with materials in accordance with Section 311 and of Article 1004.04 of the SSRBC;
- c) The set up of form work such that the maximum running slope of the finished walk does not exceed 5 percent (1:20) or not to exceed the general grade established for the roadway, and the cross slope is not more than 2 percent (1:50).
- c) The placement of five inch (5") thick, Class SI Portland Cement Concrete, 5.65 cwt/cy mix, with 5-8% air entrainment, 2"-4" slump, and six inch (6") thickness through or in residential driveways or where subject to vehicular traffic, to the width specified on the plans or as directed by the Engineer;
- d) The tooling of contraction joints, 3/4-inch radius and 1 inch deep, 5 feet on center;
- f) The placement of 1/2 inch thick premoulded expansion joints at 50 foot intervals on center, or abutting existing concrete sidewalk, or at the end of a pour;
- g) The adjustment to proper grade of all utility structures encountered;
- h) For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.
- i) The replacement of all traffic control devices or parking meters removed;
- j) The proper curing of all concrete work utilizing methods and materials outlined in Articles 424 and 1022.01 of the SSRBC, (Type III membrane curing compound white pigmented);
- k) The complete restoration of abutting asphalt driveways damaged as a result of installation, or where new sidewalk surface is more than 1/2 inch higher or lower than the original grade of the asphalt drive. Restoration shall consist of a minimum of one foot either side of the sidewalk; with a minimum of three inch (3") thick Hot-Mix Asphalt Surface, Mixture D, N50 (IL 9.5) surface course; and restoration of gravel drives with similar HMA restoration.
- l) Installation of ADA compliant ramps for curbed and non-curbed streets.

Except for damaged parkway areas due to rutting or not designated by the Engineer, restoration will be paid for in accordance with the specification SOD 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 REMOVAL AND REPLACE
or
P.C.C. SIDEWALK, 5 INCH, NEW

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

SP-21 STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED)

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

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

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

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

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

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

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

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

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

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STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED),

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

SP-22 TEMPORARY ASPHALT PATCH

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

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

TEMPORARY ASPHALT PATCH,

which price shall include all labor, material, and equipment necessary for furnishing, placing, maintaining, removing and disposing of the bituminous patching material surface used in the construction of temporary road and drive approach surfaces. This item shall also include the maintenance of the temporary pavement.

SP-23 TEMPORARY SURFACE OVER TRENCH – (AGGREGATE)

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

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

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

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

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

TEMPORARY SURFACE OVER TRENCH – (AGGREGATE),

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

SP-24 TREE PROTECTION

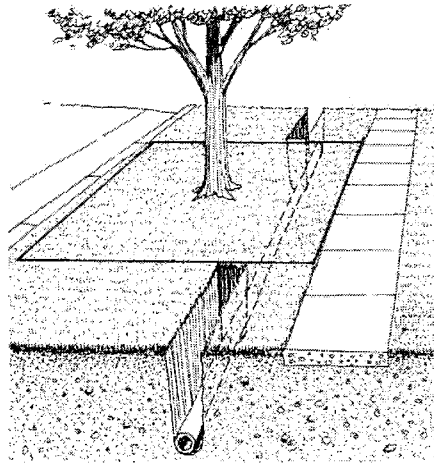
Description: Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. The Village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

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

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

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

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

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

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

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

In cases when severing of roots within a portion of the CRZ may be unavoidable (ex. sidewalk installation, curb replacement, water or sanitary service replacement), subject to the approval of the Village Forester, sharp clean cuts shall be made on root ends to promote wound closure and root regeneration. Root pruning

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and excavation activities shall occur such that the smallest volume of soil and roots is disturbed, and the locations shall be shown on the project plan sheets.

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

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

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

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

TREE PROTECTION,

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

SP-25 TREE PRUNING

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

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

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

TREE PRUNING

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

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SP-26 TREE REMOVAL 6 TO 15 UNITS DIA. INCHES OR TREE REMOVAL OVER 15 UNITS DIA. INCHES

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

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

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

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

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

SP-27 TREE ROOT PRUNING

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

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

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

TREE ROOT PRUNING,

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

SP-28 PROPERTY PIN RESET

Description: This work shall consist of the resetting of property pins that are moved, lost, or covered as a

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result of the construction of the project. At the direction of the Engineer, property pins that are moved, lost or covered shall be reset by the Contractor's licensed surveyor once the area surrounding the impacted property pin(s) will no longer be disturbed. The new property pin(s) shall be a 17" long, 3/4"-diameter open-ended steel pipe. The pipe shall be driven into the ground such that the top of the pipe is 1" below finished grade.

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

PROPERTY PIN RESET,

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

SP-29 UNDERCUTTING FOR UTILITIES

Description: This work shall consist of the excavation and disposal of unsuitable material during the construction of proposed utilities and backfilling with compacted CA-7. This work shall only be performed at the locations identified on the plans or designated by the Engineer. The Contractor shall notify the Engineer before commencing the work in order to permit accurate measurements. Any undercut and backfill performed before measurements have been made will not be paid for.

Method of Measurement: This work shall include all excavation required to remove unsuitable material as directed by the Engineer, except those portions paid for as pavement removal and/or combination concrete curb and gutter removal.

Basis of Payment: The excavation, disposal and replacement of unsuitable material from utility trenches will be paid for at the contract unit price per **CUBIC YARD** for:

UNDERCUTTING FOR UTILITIES

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

SP-30 PAVEMENT PATCH, SPECIAL

Description: This work shall consist of all labor, materials and equipment required to construct the pavement patches as specified in the details in the plans. The patches will not be quantified by depth.

Pavement patch will be paid for one (1) foot beyond each side of the max trench width as shown in the details on the plans. Please note the maximum width for payment shall be as noted in the details on the plans. When the pavement patch is located within the area of roadway resurfacing, the surface course and leveling binder will not be included in pavement patching. This work will be paid for as PAVEMENT PATCHING, SPECIAL, which price shall include hot-mix asphalt base course only.

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

PAVEMENT PATCHING, SPECIAL, which price will include saw cutting and all other work required.

SP-31: DUCTILE IRON WATER MAIN PIPE RELOCATION (TYPE & SIZE SPECIFIED)

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This work shall consist of removing existing water main pipe and installing new water main pipe to avoid conflicts with proposed utilities. Water main pipe materials shall meet all of the requirements of the following standards:

Ductile Iron Pipe (DIP) - ANSI/AWWA - C151/A21.51,
ANSI Class 52,
Cement Lined ANSI/AWWA - C104/A21.4

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

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

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

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

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

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

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

POLYETHYLENE ENCASEMENT

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

Method A shall be utilized in placing the encasement material. High-density, cross-laminated polyethylene film conforming to ASTM D1248-89 shall be used.

Polyethylene Encasement shall be considered **INCIDENTAL** to DUCTILE IRON WATER MAIN PIPE RELOCATION and no additional compensation will be allowed the Contractor.

WATER MAIN FITTINGS

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

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

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

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

Water main Fittings shall be considered **INCIDENTAL** to DUCTILE IRON WATER MAIN PIPE RELOCATION and no additional compensation will be allowed the Contractor.

THRUST RESTRAINT

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

Thrust Restraint shall be considered **INCIDENTAL** to DUCTILE IRON WATER MAIN PIPE RELOCATION and no additional compensation will be allowed the Contractor.

WATER SYSTEM SHUTDOWN

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

CONNECTION TO EXISTING WATER MAIN

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

Connection to existing water main shall be considered **INCIDENTAL** to DUCTILE IRON WATER MAIN PIPE RELOCATION and no additional compensation will be allowed the Contractor.

PRESSURE TESTING

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

MAIN SIZE

ALLOWABLE LEAKAGE

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12"	0.99 gal. /hr./1000 ft. of water main
10"	0.83 gal. /hr./1000 ft. of water main
8"	0.66 gal. /hr./1000 ft. of water main
6"	0.50 gal. /hr./1000 ft. of water main
4"	0.33 gal. /hr./1000 ft. of water main

Pressure Testing shall be considered **INCIDENTAL** to DUCTILE IRON WATER MAIN PIPE RELOCATION and no additional compensation will be allowed the Contractor.

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

1. Excavation and haul off required for removal of existing water main pipe to relocated;
2. Removal of existing water main pipe;
3. Excavation for and placement of granular bedding and encasement material when shown on the plans and/or ordered by the Engineer;
4. Support of trenches, including any necessary bracing or shoring;
5. De-watering of trenches or any excavation;
6. Adjustment to horizontal and vertical alignment due to utility conflicts;
7. Any and all water main fittings required for the relocation;
8. Connection to existing water main pipe
9. Thrust restraints;
10. Polyethylene encasement of the new water main pipe;
11. Water system shutdown(s);
12. Pressure testing;

Basis of Payment: This work will be paid for at the contract unit price per **FOOT** for **DUCTILE IRON WATER MAIN PIPE RELOCATION (TYPE & SIZE SPECIFIED)**, unit prices shall include all labor, material, and equipment necessary for all work specified herein, except that **TRENCH BACKFILL** will be paid for separately.

SP-32 LEAK DETECTION

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

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

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

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

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

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

SP-33 MONITORING AND REPORTING

Description. The work will consist of conducting restoration monitoring and reporting for the project. Staff performing this ecological monitoring and reporting work must meet the minimum qualifications provided below. A combination of staff may be used on the project, as appropriate, to meet the minimum qualifications. Bidders must provide documentation of staff experience, including resumes with education, relevant project examples and experience. It is intended that these qualified individuals will serve as the main contact between CONTRACTOR and the ENGINEER.

Qualifications. The minimum qualifications for the person(s) conducting this work consist of any combination of education, training, and experience that would provide the abilities to successfully perform the work. A typical combination for the ecological portion of the work includes; a bachelor's degree in biology, ecology, natural resources, or closely related field with a minimum of five years of experience in wetland mitigation and ecological restoration design and implementation.

The ecology person(s) must possess knowledge of in-stream construction, wetland construction /restoration including wetland soils, wetland plant requirements and habitats, native seeding, and wetland mitigation monitoring and reporting as well as the associated relevant Federal, State, local laws, ordinances, codes and regulations. Must possess the ability to read, interpret and analyze construction plans, specifications and manuals; identify the species and condition of all installed plant material; communicate effectively in oral and written form; and maintain effective working relationships.

Resumes and relevant project experience shall be submitted for each person responsible for Monitoring and Reporting.

Requirements. Monitoring and reporting shall be conducted in accordance with the following requirements for the duration of the three-year management and monitoring period for all native planted areas.

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1. CONTRACTOR shall prepare a vegetation map exhibit based on as-built survey prepared following completion of planting and seeding activities shall be submitted with the first-year monitoring report.
2. CONTRACTOR shall calculate (using GPS or other method as approved by the ENGINEER) the length of the shoreline in which the plantings have established.
3. On an annual basis during the management and monitoring period, CONTRACTOR shall conduct quantitative vegetative sampling by meander methodology, preferably at the same time each year (i.e., within 10 days of previous years' sampling) in the months of July or August for each plant community individually.
4. CONTRACTOR shall conduct a floristic inventory for each plant community (as specified within the PERFORMANCE STANDARDS special provision) in the restoration areas twice per year during the management and monitoring period. The first floristic inventory shall be conducted during May/June and the second shall be performed in conjunction with the July/August sampling. The data collected shall be analyzed and evaluated using the Floristic Quality Assessment (FQA) Computer Program.
5. CONTRACTOR shall maintain photo documentation of site conditions and activities conducted throughout the management period. In addition, CONTRACTOR shall establish several permanent photo points along the banks to document changes in each plant community throughout the management period. These photos shall be incorporated into annual monitoring reports.
6. CONTRACTOR shall evaluate the status of the restoration area relative to the performance standards.
7. CONTRACTOR shall provide a summary of management activities conducted during the year, including a description of the activities, associated activity photos, dates and man hours for each activity, areas treated herbicide logs, and results. CONTRACTOR shall also provide all memos submitted that describe weed control work with payment requests during the year.
8. CONTRACTOR shall prepare a management plan and schedule of management activities for the following year.
9. CONTRACTOR shall prepare and submit an annual monitoring report to the ENGINEER by January 31 of the following year for each year of the management and monitoring period. The monitoring report must document the vegetation data collected during the year's monitoring inspections. The annual report must include a review of site progression towards meeting the performance standards and propose any necessary remedial actions. More specifically, the monitoring report must contain the following information, which will be based on data collected during the monitoring inspections.

Basis of Payment. This work shall be paid for at the contract price per year for MONITORING AND REPORTING. The price shall include all necessary labor, material and equipment needed to perform the work described herein and as specified on the plans.

SP-34 PERFORMANCE STANDARDS FOR SHORELINE PLANT PLUGS, ECOLOGICAL MANAGEMENT, and MONITORING AND REPORTING

Description. Performance standards are established in order to evaluate overall success, to comply with regulatory requirements, and to measure CONTRACTOR compliance with the approved plans and specifications. If performance standards are not achieved, CONTRACTOR shall be responsible for rectifying any deficiencies through additional site management activities, which may include but not limited to re-planting and re-seeding, at the sole expense of CONTRACTOR. The following Performance Standards shall apply to each Community individually.

The vegetative performance standards are based on wetland mitigation standards (most restrictive from a regulatory point of view) with the only difference being the evaluation period. Although the performance

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standards are based on a three-year management and monitoring period, the performance standards also include specific short-term requirements. All native planted areas require a 3-year monitoring period to ensure success in establishment of beneficial native species.

Definitions.

Desirable native species: shall be defined as a plant receiving the coefficient of conservatism of 2 or greater as determined by Plants of the Chicago Region Swink, F. and G. Wilhelm, 1994

Weedy species: shall be defined as a plant receiving the coefficient of conservatism of 1 or less as determined by Plants of the Chicago Region Swink, F. and G. Wilhelm, 1994.

Community: A Community is defined by the locations of spread seed mixes or plugs as defined within the Plan Set under the Planting Plans. These communities include: Shallow Emergent (including the wetland shelf plug plantings), Shoreline (seed and plug mixes), Riparian, Prairie, and Upland Savanna.

Performance Standards.

1. Within 3 months of vegetative installation, at least 90 percent of the slopes, as measured by aerial coverage, will be vegetated by the permanent seed matrix or cover crop.
2. By the end of the first growing season following dormant seeding:
 - a. At least 90 percent of all areas not subject to continuous inundation must be vegetated and stabilized.
 - b. No more than .5 square meters shall be devoid of vegetation within any planted area and shall be maintained throughout the duration of the project.
 - c. At least 50 percent of the planting areas, as measured by aerial coverage, shall consist of the species included in the plant list for each community and/or desirable native species from the soil seed bank and will show the appearance of normal health and vigor, and shall be maintained throughout the duration of the project.
3. By the end of the second growing season:
 - a. At least 75 percent of the herbaceous vegetative coverage (as measured by aerial coverage), shall consist of the species included the plant list for each community and/or desirable native species from the soil seed bank and will show the appearance of normal health and vigor.
 - b. The Native Mean C value will have a value of 2.5 or greater for the planting area.
 - c. None of the three most dominant species in any of the plant communities may be non-native species or weedy species.
4. By the end of the third growing season:
 - a. A native mean coefficient of conservatism value (native mean C-value) of greater than or equal to 3.0 must be achieved, measured over the planting area. Native plant species coefficients of conservatism are designated in Swink, Floyd and Gerould Wilhelm, Plants of the Chicago Region (Indianapolis: Indiana Academy of Science, 4th edition, 1994).
 - b. The native floristic quality index value (native FQI) must be greater than or equal to 20 as measured over the planting site. The floristic quality assessment method is described in Swink and Wilhelm, Plants of the Chicago Region.

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- c. Restoration areas shall have at least 75 percent cover consisting of the species included the plant list and/or desirable native non-invasive species from the soil seed bank will be present in the vegetative community as measured during the August-September monitoring visit. This standard does not apply to the shoreline plug plantings, which must achieve a minimum 90 percent survival rate after three years.
 - d. None of the three most dominant plant species in any of the plant communities may be non-native species or weedy species, including but not limited to: Canada Thistle (*Cirsium arvense*), Teasel (*Dipsacus sp.*), Purple Loosestrife (*Lythrum salicaria*), Sweet Clover (*Melilotus sp.*), Reed Canary Grass (*Phalaris arundinacea*), Giant Reed (*Phragmites australis*), Japanese Knotweed (*Polygonum cuspidatum/Reynoutria japonica*), Buckthorn (*Rhamnus cathartica* or *R. frangula*).
 - e. All installed herbaceous plant plugs (i.e., container material) shall achieve a minimum 90% survivorship for one full calendar year after plant installation.
5. The following Critical Target Species shall be herbicide controlled and prevented from producing viable seed at the following minimum control rates with each herbicide maintenance visit throughout the project.

Critical Target Invasive Species	Required Control
<i>Dipsacus species</i> – Teasel	100%
<i>Lythrum salicaria</i> – Purple loosestrife	100%
<i>Phragmites australis</i> – Common Reed	100%
<i>Typha species</i> – Cattails	95%
<i>Phalaris arundinacea</i> – Reed Canary Grass	90%

Basis of Payment. No separate payment shall be made for PERFORMANCE STANDARDS. Compensation for PERFORMANCE STANDARDS shall be incorporated into the price for all applicable individual contract work items (SHORELINE PLANT PLUGS, ECOLOGICAL MANAGEMENT, and MONITORING AND REPORTING).

SP-35 ECOLOGICAL MANAGEMENT

Description. The work consists of conducting routine ecological management activities in the restoration/mitigation areas shown on the Planting Plan drawings to achieve Performance Standards. At the beginning of each year, CONTRACTOR shall provide a management schedule to OWNER that specifies the management activities to be conducted during the year that will facilitate meeting the Performance Standards.

The goal of the ECOLOGICAL MANAGEMENT is to control invasive/weedy species and facilitate the establishment of desirable remnant, planted, and seeded native plants for the ecological restoration of the areas and to attain PERFORMANCE STANDARDS. ECOLOGICAL MANAGEMENT activities will be more selective in their application particularly as the project and plant communities progress and improve. ECOLOGICAL MANAGEMENT shall consist of industry standard management activities, including, but not limited to selective herbicide application, mowing, and performing prescribed burning.

Methods. Prior to the first growing season and at the beginning of each calendar year during the project, Contractor shall provide a Management Plan to ENGINEER that specifies detailed management activities

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to be conducted during the year. It is the intention to allow the Contractor to derive means and methods for the ECOLOGICAL MANAGEMENT to facilitate best project outcome, best value, and best ecological return. However, because of variability of techniques within the industry the Management Plan and associated work, inclusive of its means, methods, and materials, must be approved by the ENGINEER prior to implementation. While the Management Plan is considered a working document and part of an adaptive management strategy that shall be allowed flexibility to achieve these goals; deviations from plan shall require ENGINEER approval prior to implementation.

The Management Plan shall address fulfillment of PERFORMANCE STANDARDS from the previous year and planned attainment of the upcoming year PERFORMANCE STANDARDS, were performance standards met, and if not, what adjustments will be made to achieve performance standards from previous year and upcoming year. Specifically, the Management Plan shall detail a strategy for each management area with the following minimum elements: identify threats to native plant establishment (i.e. invasive species competition, invasive species seed set, animal predation, flooding, lack of seedling germination, hydrology concerns etc.), specific activities planned to address threats, explanation of why activities will mitigate threats, who (CONTRACTOR or SubCONTRACTOR) will perform these activities, timing of activities, man hours and materials dedicated for each activity, line items identified, equipment planned to be utilized for specific activities, and where activities are to occur within specific management areas.

Schedule.

TABLE 1

Minimum Maintenance Tasks Schedule*

Tasks	Frequency	Approximate Dates	Maintenance and Management
Site Wide Selective Herbicide Application	3 Per Year	April - October	Year 1, 2, 3
Selective Mowing / Herbaceous Brush Cutting	2 Per Year	June – September	Year 2 & 3
Prescribed Burning	1 Time	Approximately March / April or October / November	Year 3
Supplemental Seeding	As Necessary	October - December	As Necessary

*SHALL BE THE **MINIMUM MAINTENANCE** Tasks **NECESSARY** UNLESS OTHERWISE Requested in Writing By Contractor and **APPROVED BY PROJECT REPRESENTATIVE**

Execution.

Herbicide: The work consists a minimum of 3 herbicide application visits per calendar year. Appropriate herbicide products shall be utilized for spraying or wicking using handheld or backpack sprayers to eradicate target weeds without damaging adjacent native plants. All herbicides shall be utilized per manufacturer's label and recommendations. Appropriate herbicide product shall be utilized for spraying or wicking to eradicate target weeds without damaging adjacent native plants. All Herbicides shall be approved by the District's Project Representative.

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Herbicide application and record keeping requirements:

CONTRACTOR or any subsequent SubCONTRACTOR applying pesticide shall comply with the Illinois EPA requirements for point source discharges under NPDES Pesticide General Permit No. ILG87 (hereinafter the "Permit").

With the recent implementation of the Permit, all pesticide applicators are required to submit a Notice of Intent (hereinafter "NOI") to the Illinois EPA if they are planning on applying any pesticides to Waters of the United States. The Permit requires detailed records and annual reports be kept on every pesticide application made to Waters of the U.S. This information includes dates, locations, application methods, products, product amounts, applicator name(s), and target species for each application.

As proof of compliance with the Permit, the CONTRACTOR shall provide a copy of their NOI to the Village prior to beginning work. No pesticide work shall commence until the CONTRACTOR's NOI document has been received by the Project Representative. The CONTRACTOR shall also submit all pesticide application records made in accordance with this project to the Project Representative at the end of each day that pesticide application has occurred.

The NOI requires that each applicant conduct an EcoCAT consultation with the Illinois Department of Natural Resources (IDNR) to determine if protected resources, including endangered and threatened species, are in the vicinity of the project. The OWNER has received consultation and approval from the IDNR EcoCAT review. The CONTRACTOR can satisfy the EcoCAT requirement by performing work in accordance with the Bid Proposal, Specifications and Special Provisions of this project. Therefore, each CONTRACTOR may check "Yes" in the appropriate box of their NOI for consultation related to pesticide work conducted on OWNER property for the duration of the project. The above consent does not apply to sites that are outside the boundaries of the OWNER, and additional consultation with IDNR is required for pesticide applications to such sites.

An example Herbicide Data Log Sheet has been included in the appendix of these specifications to assist the CONTRACTOR in collecting and submitting the OWNER required records.

NPDES Pesticide General Permit application documents can be found at the following website:
<http://www.epa.state.il.us/water/permits/pesticide/forms.html>

CONTRACTOR shall utilize the Herbicide Data Log Sheet included (log sheet may be copied) in the appendix of these specifications to record time spent herbiciding, weather conditions, and amount of product applied. It is necessary to record herbicide usage to the nearest ounce, to indicate if basal oil, colorant or other additives were used. The CONTRACTOR is required to return all log sheets upon completion of the project. Herbicide Data Log Sheets shall **not** serve as an invoice.

Schedule:

The four annual application periods shall consist of, but are not limited to, controlling the following minimum target weed species per each period;

Target Invasive Species:

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Scientific Name	Common Name	Spring/Summer	Fall/Winter
<i>Ambrosia sp.</i>	Ragweed	X	
<i>Dipsacus sp.</i>	Teasel	X	
<i>Lythrum salicaria</i>	Purple loosestrife	X	
<i>Phragmites australis</i>	Common Reed	X	
<i>Typha species</i>	Cattails	X	
<i>Phalaris arundinacea</i>	Reed Canary Grass	X	
<i>Rosa multiflora</i>	Multiflora Rose	X	X
<i>Celastrus orbiculatus</i>	Oriental Bittersweet	X	
<i>Cirsium arvense</i>	Field Thistle	X	
<i>Elaeagnus angustifolia</i>	Russian Olive		X
<i>Euonymus alatus</i>	Burning Bush		X
<i>Hesperis matronalis</i>	Dame's Rocket	X	
<i>Lonicera sp. (seedlings)</i>	Honeysuckle	X	
<i>Lonicera sp. (shrubs)</i>	Honeysuckle		X
<i>Lotus corniculatus</i>	Bird's Foot Trefoil	X	
<i>Melilotus sp.</i>	Sweet Clover	X	
<i>Morus alba</i>	White Mulberry	X	X
<i>Populus alba</i>	White Poplar		X
<i>Rhamnus species</i>	Buckthorn		X
<i>Robinia pseudoacacia</i>	Black Locust		X

Herbicide qualifications:

Herbicide shall be applied by State Licensed Operator or Applicator with familiarity and experience conducting weed eradication within natural areas and wetlands. Copies of the valid herbicide applicator or operator license must be supplied to the District prior to the start of any herbicide application. A licensed Operator or Applicator must be on site daily to properly supervise herbicide application. CONTRACTOR shall perform herbiciding activities necessary to achieve project performance standards.

Herbicide mixing and filling:

Filling of containers or mixing of herbicides shall be done at a point away from any natural area, trees, shrubs, herbaceous or woody growth, or body of water. A tarp beneath a catch basin shall be utilized to guard against any spills being leaked onto the ground. All mixing shall be done in or directly above the catch basin. Cleaning of all herbicide equipment or storage containers shall be done away from District Property or any surrounding area. A significant supply of chemical absorbent shall be available for spill containment. **Any spill will be treated with absorbent and reported to the ENGINEER at once.**

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Containment:

A spill kit or kits, or other herbicide containment supplies shall be accessible to each individual applying herbicide. Containment kits and supplies must be capable of containing 100% of the storage totals and be maintained within 500 yards of the area of application.

Water source:

Water shall be brought to the site by the CONTRACTOR.

Conditions affecting application:

Herbicide drift should be minimized by not applying herbicide in unsuitable weather conditions and by using low-pressure spray techniques. Herbicide should not be applied to the bark of target species if the bark is wet or if rain or snow prohibits proper application.

Adjuvants & colorants:

An applicable adjuvant and tracer colorant shall be in all chemical mixes. The CONTRACTOR shall inform the ENGINEER of the color to be used.

Personal protective equipment (PPE):

Herbicide applicators and operators should use all applicable and standard personal protective equipment during this work.

MSDS requirements:

Herbicide applicators shall have on the premises the appropriate herbicide labels and Material Safety Data Sheets (MSDS) for the chemicals being applied.

Herbicide signs:

The CONTRACTOR will post a minimum of 3 signs designating the areas which have been treated by herbicide. The signs will be reposted daily by the CONTRACTOR as work progress through the site. The signs will remain in place for at least 72 hours after the last herbicide application then removed promptly after the "Restricted Entry Interval" has expired. Signs will be provided by the CONTRACTOR as well as a means for displaying them.

CONTRACTOR's guarantee:

A minimum of 3 visits per year will be required per calendar year and may fall into one of the following seasonal periods; Early Spring, Early Summer, Late Summer, and Fall. One season period visit constitutes a pass through all project areas seeking out invasive species (minimum as noted in the Non-Native/Invasive Species target species list) to achieve a minimum of 80% control of all present invasive species. In addition, Critical Target Invasive Species shall be controlled as specified in these specifications with each control visit. The SELECTIVE HERBICIDE TARGET SPECIES list provides a typical time window, but the herbiciding shall ultimately be performed according to site conditions. If specified control is not achieved, the Contractor shall make another visit within the specific timing window in order to meet the minimum specified control rate, which shall be at no additional cost to the District. This list does **not** constitute a full list of invasive species and the Contractor shall be responsible to control additional invasive species as dictated by the Urbana Village District's Project Representative.

Submittals:

Provide a list of all herbicides to be used, herbicide applicator's licenses or certificates, permit, IEPA NOI, and all Herbicide Data Log Sheets.

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Mowing.

Description: This work shall consist of completing a Selective Mowing/ Herbaceous Brush Cutting at minimum frequencies as directed in Table 1 over all SEEDING areas to manage invasive species and reach PERFORMANCE STANDARDS.

Schedule: A Selective Mowing / Herbaceous Brush Cutting cycle will occur in Maintenance and Management Year 2 & 3 to reduce annual/biennial/non-native dominance, to establish the native seeding, and to prevent viable seed productions of Target Species and invasive/non-native species. Broadcast Field Mowing should be maintained to a mowed height of 6 to 8 inches between June 1st and September 30th, or as directed by the ENGINEER, to manage weedy, invasive species and allow for the establishment of native, seeded species. Selective Mowing/Herbaceous Brush Cutting shall only be used in instances where it is feasible to remove a large group of undesirable plants from an area without adversely affecting established desirable plants.

Equipment: Equipment shall be blown clean then pressure washed each time before entering Village Property.

The CONTRACTOR shall keep all mowing equipment sharp and properly equipped for operation. The equipment used shall be capable of completely severing all growth at the cutting height and distributing it evenly over the mowed area. Special equipment may be required on steep slopes, in narrow areas, and for trimming around posts, poles, fences, trees, shrubs, seedings, etc.

Method: The cut material shall not be windrowed or left in a lumpy or bunched condition. All mowed materials must be bagged and removed from the site in order to prevent seed set by the cut undesirable plants. Debris encountered during the mowing operations which hampers the operation shall be removed and disposed of according to Article 202.03. Damage to the turf, such as ruts or wheel tracks more than 2 inches in depth, or other plantings or trail appurtenances caused by the mowing operation shall be repaired and the CONTRACTOR's expense.

Performance Standards. CONTRACTOR shall meet all applicable ecological management performance standards outlined in PERFORMANCE STANDARDS special provisions and as directed under Ecological Management. If performance standards have not been met remedial action will need to take place at no cost to the district.

Basis of Payment. This work shall be paid for at the contract unit price per year of ECOLOGICAL MANAGEMENT (OF THE YEAR SPECIFIED). The annual unit price shall include all necessary labor, material and equipment needed to perform the work described herein and as specified on the plans. For partial payment of lump sum amount during the year, CONTRACTOR shall provide summary memo with invoice to document that management work effort performed during the invoicing period appropriately reflects invoice amount.

SP-36 VEGETATED ROCK TOE

Description: This work shall consist of obtaining and placing the cobble bank loading material and shall include all necessary labor, material, and equipment needed to install the work described herein and as specified on the Plans.

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General Requirements: Suitable material for the bank loading material shall be a mixture of minimum 3-inch to maximum 9-inch clean, bank-run rounded to sub-rounded cobble free of any defects that would lead to accelerated weathering. Cobble shall not be comprised of any exclusive size or dominant size, but rather shall be a mixture of size class within the stated suitable material. A representative sample of the cobble shall be presented for visual inspection to the Engineer and Owner for approval prior to the Contractor ordering and delivering cobble.

The cobble shall be placed in accordance with the locations and general dimensions as shown on the Plans and details or as directed by the Engineer. The volume of the rock toe is approximately 0.16 CY rock per linear foot.

The purpose of the rock toe installation is to stabilize and arrest existing bank erosion and mass soil wasting, reduce sediment loading of the creek, provide a protected bank area, move any existing Thalweg channels away from the immediate bank area, provide hydraulic variability and niche habitat, promote aggradation of sediment loading, and provide suitable planting zones for establishing emergent plant communities and associate habitat within the river water edge.

Rock toe cobble loading shall be generally installed to a bank elevation as denoted in the Engineering cross section plans and attenuate in elevation in a supportive slope of a minimum of 3:1 to a maximum of 5:1 into and submerging below creek normal water level under base flow conditions.

Shoreline Plant Plugs shall be installed above the Normal Water Level through the rock into the saturation zone, at a rate of two (2) per lineal foot of rock toe.

Basis of Payment: This work shall be paid for at the contract unit price per foot for VEGETATED ROCK TOE. Excavation of bank required to place vegetated rock toe at the grade shown on the plans shall be paid for separately. SHORELINE PLANT PLUGS shall be paid for separately.

SP-37 SHORELINE PLANT PLUGS

Description: This work shall consist of furnishing, transporting, and installing the container plants as shown on the Planting Plan drawings and as directed in the field by Owner and/or Engineer.

Materials: All plants shall be container grown and have minimum shoot heights of 12 inches at the time of planting. Unless specified differently in the plant mix tables or upon receiving prior approval from the Owner and/or Engineer, the pot dimensions for plugs shall be at least 2 3/8 inches wide and 3 3/4 inches deep. Soil saturation shall be maintained for all container plants until installation. Plant material shall not be provided as dormant root material (i.e., tubers, rhizomes) or bare root material, except for those species specified in the plant mix tables. Plant material must be local genotype (originally, legally, sourced from a remnant community) from within a radius of 150 miles from the site. Proof of origin shall be presented to the Owner or Engineer at the site prior to any plant installation. All container plant material shall be inoculated with appropriate endo and ecto mycorrhizal fungi. Container plants shall exhibit root growth sufficient to hold all soil intact when removed from container.

Installation & Spacing: The container plant mixtures shall be installed in locations designated on the plan and/or in which the anticipated average water level is appropriate for the individual plant species. Planting locations must be determined by the Contractor's Ecologist/Botanist with guidance based from on-site

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observations and hydraulic data as available and upon request.

During the plant establishment period, Contractor may need to manually irrigate the planting area(s) to provide suitable hydrologic conditions as needed to sustain the installed plants. At the same time, plant installation is prohibited when water levels are greater than 3" above the anticipated average water levels unless approved by Owner and Engineer. Please note that plant installation may be postponed following a flooding event until water levels return to suitable conditions.

Shoreline Plant Plugs shall be installed in the vegetated rock toe, at a rate of two (2) per lineal foot.

Planting Timing: Planting activities for plants shall be performed within two days of delivery. Supplemental watering may be necessary to ensure survival at no additional cost to Owner.

Species Substitutions: Prior to installation, the Engineer and/or Owner shall review any species substitutions and reserves the authority to deny use of any species or quantity if deemed inappropriate for the site. Any species substitutions and/or change in quantity shall be discussed and approved by Owner and/or Engineer. Contractor shall provide a plant installation work plan that documents the anticipated plant installation logistics, plant installation schedule (plant delivery schedule) and any proposed changes to plant species and/or quantities as a result of observed site conditions.

Notification & Documentation: Contractor shall notify the Owner and/or Engineer two working days prior to the start of planting activities and all subsequent plant deliveries. All plant material must be approved by the Engineer prior to installation to be eligible for payment.

At the start of each week (no later than end of day Tuesday) during the plant installation period, Contractor shall provide an annotated planting plan exhibit identifying the plant installation areas and associated plant species and quantities that were installed during the previous week. The packing slip documenting the species and quantities installed shall be attached to the provided exhibit.

Plant Protection Measures: Contractor is responsible for determining appropriate plant protection measures to achieve survivorship standards. If the selected protection measures include staking, Contractor shall use bio-degradable stakes or other approved reusable stakes.

Guarantees: One-year guarantee: One-year from the last date of plug installation, 90% of the native plugs installed during the project shall be in a live healthy condition at the judgement of the Engineer.

Plant Species: The following list includes the species and quantities that shall be installed by the Contractor in the planting areas as shown on the plans.

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Shoreline Plugs (INCLUDED IN VEGETATED ROCK TOE)		
Scientific Name	Common Name	Qty.
<i>Alisma subcordatum</i>	Water Plantain	50
<i>Asclepias incarnata</i>	Swamp Milkweed	50
<i>Bidens cernua</i>	Nodding Bur Marigold	50
<i>Carex stricta</i>	Tussock Sedge	50
<i>Carex vulpinoidea</i>	Fox Sedge	50
<i>Lycopus americanus</i>	Water Horehound	50
<i>Sagittaria latifolia</i>	Common Arrowhead	50
<i>Scirpus atrovirens</i>	Dark Green Bulrush	50
TOTAL		400

Basis of Payment: This work will be paid for at the contract unit price per each plant for SHORELINE PLANT PLUGS and shall include all labor, equipment, and materials necessary to complete the work as specified. Payment of 90% of the contract unit price will be made following receipt of the documentation specified above (i.e., packing slips) and that the planting was completed in accordance with these specifications as approved by the ENGINEER. The remaining 10% of the contract unit price will be made once all the applicable one-year performance standards are met the subsequent year following planting (see the PERFORMANCE STANDARDS special provision). Plant maintenance activities including irrigation and installation of plant protection measures shall be included in this work.

SP-38 SPECIALIZED HIGH MOWING

Description: The work consists of all necessary labor, material and equipment needed to conduct mowing of the native seeding areas (if able and as needed to control invasive species) except for the areas planted with plugs.

Execution: Mowing shall occur during the growing season to maintain weed control within the project site. Contractor will only mow herbaceous plant material to encourage native plant growth. All small trees and shrubs within the site area will be protected and replaced if damaged as noted. The mower shall be a tractor driven flail-type shredder or mower and shall have allowable cutting heights ranging from at least 3 inches to 18 inches. Mowing shall be performed three (3) times per year. The mow height shall increase as the growing season of each year progresses with the mow height to be verified by the Engineer and the Owner prior to mowing. Special equipment may be required on steep slopes, in narrow areas, and for trimming around posts, poles, fences, trees, shrubs, seedlings, etc.

Method: All mowing and trimming operations are to proceed in the direction of traffic flow. The cut material shall not be windrowed or left in a lumpy or bunched condition. Additional mowing or trimming may be required to obtain the height specified or to disperse mowed material.

Debris encountered during the mowing operations which hampers the operation or is visible from the roadway shall be removed and disposed of according to Article 202.03. All trimmings, windrowed material, and debris removal must be complete to the satisfaction of the Engineer. Damage to the turf, such as ruts or wheel tracks more than 2 inches (50 MM) in depth, or other plantings or highway appurtenances caused by the mowing or trimming operation shall be repaired at the Contractor's expense.

Repair: Repair any damages caused by the Contractor during completion of the work described in this

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Section. Said damages may include, but are not limited to, tire ruts in the ground, damage to lawn areas, damage to trails, etc. In the event any vegetation outside of targeted areas is damaged, notify the Engineer and the Owner within 24 hours.

Completion and Acceptance: Provisional acceptance: the work shall be provisionally accepted by the Engineer and the Owner after mowing is completed per the given specifications, and the Contractor has completed all clean up, removal, and repair as described in this special provision. Herbaceous species removal shall be considered 90% complete each year at the time of provisional acceptance.

The Contractor is required to mow 100% of the total live herbaceous vegetation (with the exception of the areas planted with plugs) three times before October 15th of each year. Acceptance will be at the discretion of the Engineer and the Owner.

Basis of Payment: This work shall be paid for at the unit price per year for SPECIALIZED HIGH MOWING. Payment for mowing and trimming shall include the cost of all material, equipment, labor, removal, disposal and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer. For partial payment of lump sum amount during the year, Contractor shall provide summary memorandum with invoice to document that management work effort performed during the invoicing period appropriately reflects invoice amount.

SP-39 WEED CONTROL PRIOR TO PLANTING

Description: The work shall consist of mechanical and chemical control activities to kill and remove if necessary all non-native weeds within the restoration planting area prior to plant installation. Aquatic Glyphosate shall be used to perform weed control. Ninety five percent (95%) kill of these species within the restoration planting zones is required prior to any planting.

If the Contractor does not achieve a ninety five (95%) kill or reemerge of non-native and weedy plant species occurs prior to completion of plug planting in any phase the Contractor shall repeat the prescribed activities as necessary, at no additional cost. The re-treatment(s) shall occur within a time period agreeable to the Owner and/or Engineer, using methods and materials agreeable to the Engineer.

It is anticipated that all the proposed planting area could potentially require weed control prior to planting. However, the actual area requiring weed control prior to planting will be determined based on field observation.

Basis of Payment: This work will be paid for at the contract unit price per lump sum for WEED CONTROL PRIOR TO PLANTING and shall include all labor, equipment, and materials necessary to complete the work as specified herein and on the plans. Since weed control success should be evident within a two weeks, payment of 100% of the cost for WEED CONTROL PRIOR TO PLANTING will be made following visual confirmation that 90% kill of specified species has been achieved.

SP-40 SEEDING (LOW PROFILE TRANSITIONAL BUFFER SEED MIX)

Permanent Seeding Schedule –

Permanent seed installation shall be performed immediately in areas where all work is complete. Seeding shall take place before June 10th or after October 15th. Cover crop seed may be installed after these dates but must be mowed and bailed and reseeded with permanent matrix during approved time frame. Approval from

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the OWNER must be received for all planting dates.

Materials -

All seed shall be healthy, and true to species and variety. All materials shall be provided by a certified nursery and shall be free of pests and disease. Materials shall meet the requirements of the following Articles of Section 1000 – Materials:

<u>Item</u>	<u>Article/Section</u>
Seeds	1081.04

The seed mixes shall be supplied in pounds of Pure Live Seed (PLS) for grass species. Native grass and forb seed species will be local genotype and will be from a radius of 150 miles from the site.

Proof of origin shall be presented to the OWNER or WETLAND CONSULTANT at the site prior to any plant installation. Seed will be specified as ‘weed free’ according to the Association of Official Seed Analysis: Rules for Testing Seeds, Journal of Seed Technology, 1991.

Equipment -

Equipment shall meet the requirements of the following Articles of Section 1100 – Equipment:

<u>Item</u>	<u>Article/Section</u>
Hydraulic Seeder	1101.08(c)
Broadcast Seeders	1101.08(e)
Rangeland Type Drill Seeder	1101.08(g)

Seedbed Preparation -

The CONTRACTOR is required to submit seedbed preparation material method in writing to the OWNER one week prior to commencement for approval.

Preparation shall include application of herbicide applied by a licensed herbicide applicator to effectively control weed species without damaging desirable vegetation. The seedbed shall be free of weeds, and seeding shall occur no less than 14 days after herbicide application.

For bare earth seeding, CONTRACTOR shall remove clumps, stones, roots, and sticks prior to seedbed preparation activities. CONTRACTOR shall prepare the seedbed with a disk or unique rake (harrow) to reduce clod size to a maximum diameter of 1-inches and eliminate rivulets, gullies, crusting, and caking. The disk shall be in good condition with sound, unbroken blades and weighted as necessary to achieve a minimum 3-inch tillage depth.

Following disking of all bare earth seeding areas, CONTRACTOR shall prepare the seedbed further with a unique rake or harrow to reduce clod size and create a smooth and level seedbed. Working wet soils shall not be conducted. Following these seedbed preparation activities, the ground surface shall have minimum compaction, be smooth and level, and be free of debris to promote good seed-soil contact.

Seeding Conditions -

CONTRACTOR shall examine the grade, verify the elevations and water levels, observe the conditions under which work is to be performed, and notify the OWNER and/or ENGINEER of unsatisfactory conditions.

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Proceeding with the work constitutes acceptance of existing conditions, including current water levels and soil condition.

Seed shall not be sown until the seedbed has been approved by the OWNER and WETLAND CONSULTANT.

Seeding Methods -

No seed shall be sown during high winds, rain events, or when the ground is not in a proper condition for seeding, nor shall seed be sown until the purity test has been completed for the seeds to be used, and shows that the seed meets the noxious weed seed requirements.

For the native seeding areas, it is anticipated that seed will be broadcast on the surface by hand due to the limited size and accessibility. Following seeding, the surface will be raked by hand to incorporate the seed into the soil.

Seeding Mixtures -

Native grass and forb species must be local genotype and be from a radius of 150 miles from the site. The seeding mixtures shall be installed in locations designated on the plan and as directed by the OWNER and/or ENGINEER.

LOW PROFILE TRANSITIONAL BUFFER SEED MIX will be used.

SPECIES SUBSTITUTIONS

Prior to installation, the OWNER and/or ENGINEER and/or WETLAND CONSULTANT shall review any species substitutions and reserves the authority to deny use of any species if deemed inappropriate for the site. Any species substitutions and/or change in quantity shall be discussed and approved by OWNER and/or WETLAND CONSULTANT during the pre-planting site meetings as specified below. CONTRACTOR shall plan on attending one (1) on-site pre-planting meetings in early spring (anticipated to be in April and/or early May) to evaluate hydrologic conditions and discuss overall plant installation approach. At the pre-planting meeting, CONTRACTOR shall provide a plant installation work plan that documents the anticipated plant installation logistics, plant installation schedule (plant delivery schedule) and any proposed changes to plant species and/or quantities as a result of observed site conditions.

NOTIFICATION & DOCUMENTATION

CONTRACTOR shall notify OWNER and/or ENGINEER at least two working days prior to seed installation and indicate the seed installation method to be used. After completion of seeding, CONTRACTOR shall provide the OWNER and/or ENGINEER with copies of all seed receipts and labels, notated with the date of seed installation, seed origin, % PLS, and conditions under which the seeding was performed.

Performance Standards -

CONTRACTOR shall meet all applicable ecological management performance standards outlined in those specifications

SEED MATRICES

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Low Profile Transitional Buffer Seed Mix		
Scientific Name	Common Name	Oz/Acre
<i>Bouteloua curtipendula</i>	Side-Oats Grama	64
<i>Carex brevior</i>	Plains Oval Sedge	4
<i>Carex scoparia</i>	Lance-Fruited Oval Sedge	2
<i>Elymus canadensis</i>	Canada Wild Rye	48
<i>Elymus virginicus</i>	Virginia Wild Rye	48
<i>Eragrostis spectabilis</i>	Purple Love Grass	1
<i>Juncus dudleyi</i>	Dudley's Rush	0.5
<i>Juncus torreyi</i>	Torrey's Rush	0.25
<i>Koeleria cristata</i>	June Grass	1
<i>Panicum virgatum</i>	Switch Grass	24
<i>Schizacriyum scoparium</i>	Little Bluestem Grass	32
	Total	224.75

Method of Measurement –

This work will be measured in acres of surface area seeded.

Basis of Payment -

This work will be paid for at the contract unit price per acre for LOW PROFILE TRANSITIONAL BUFFER SEED MIX, and shall include all labor, equipment, and materials necessary to complete the work as specified. Payment of 70% of the contract unit price for all items listed above will be made following receipt of the documentation specified above (i.e. weekly annotated planting plan and packing slips) and that the planting was completed in accordance with these specifications as approved by ENGINEER. The remaining 30% of the contract unit price will be made once all the applicable three-year performance standards are met (see SP-14). Plant maintenance activities including irrigation and installation and removal of plant protection measures will not be paid for separately, but shall be included in the contract price per plant, and no additional compensation will be allowed.

SP-41 SEEDING (SLOPE STABILIZATION SEED MIX)**Permanent Seeding Schedule –**

Permanent seed installation shall be performed immediately in areas where all work is complete. Seeding shall take place before June 10th or after October 15th. Cover crop seed may be installed after these dates but must be mowed and bailed and reseeded with permanent matrix during approved time frame. Approval from the OWNER must be received for all planting dates.

Materials -

All seed shall be healthy, and true to species and variety. All materials shall be provided by a certified nursery and shall be free of pests and disease. Materials shall meet the requirements of the following Articles of Section 1000 – Materials:

Item Article/Section

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Seeds 1081.04

The seed mixes shall be supplied in pounds of Pure Live Seed (PLS) for grass species. Native grass and forb seed species will be local genotype and will be from a radius of 150 miles from the site.

Proof of origin shall be presented to the OWNER or WETLAND CONSULTANT at the site prior to any plant installation. Seed will be specified as 'weed free' according to the Association of Official Seed Analysis: Rules for Testing Seeds, Journal of Seed Technology, 1991.

Equipment -

Equipment shall meet the requirements of the following Articles of Section 1100 – Equipment:

<u>Item</u>	<u>Article/Section</u>
Hydraulic Seeder	1101.08(c)
Broadcast Seeders	1101.08(e)
Rangeland Type Drill Seeder	1101.08(g)

Seedbed Preparation -

The CONTRACTOR is required to submit seedbed preparation material method in writing to the OWNER one week prior to commencement for approval.

Preparation shall include application of herbicide applied by a licensed herbicide applicator to effectively control weed species without damaging desirable vegetation. The seedbed shall be free of weeds, and seeding shall occur no less than 14 days after herbicide application.

For bare earth seeding, CONTRACTOR shall remove clumps, stones, roots, and sticks prior to seedbed preparation activities. CONTRACTOR shall prepare the seedbed with a disk or unique rake (harrow) to reduce clod size to a maximum diameter of 1-inches and eliminate rivulets, gullies, crusting, and caking. The disk shall be in good condition with sound, unbroken blades and weighted as necessary to achieve a minimum 3-inch tillage depth.

Following disking of all bare earth seeding areas, CONTRACTOR shall prepare the seedbed further with a unique rake or harrow to reduce clod size and create a smooth and level seedbed. Working wet soils shall not be conducted. Following these seedbed preparation activities, the ground surface shall have minimum compaction, be smooth and level, and be free of debris to promote good seed-soil contact.

Seeding Conditions -

CONTRACTOR shall examine the grade, verify the elevations and water levels, observe the conditions under which work is to be performed, and notify the OWNER and/or ENGINEER of unsatisfactory conditions. Proceeding with the work constitutes acceptance of existing conditions, including current water levels and soil condition.

Seed shall not be sown until the seedbed has been approved by the OWNER and WETLAND CONSULTANT.

Seeding Methods -

No seed shall be sown during high winds, rain events, or when the ground is not in a proper condition for

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seeding, nor shall seed be sown until the purity test has been completed for the seeds to be used, and shows that the seed meets the noxious weed seed requirements.

For the native seeding areas, it is anticipated that seed will be broadcast on the surface by hand due to the limited size and accessibility. Following seeding, the surface will be raked by hand to incorporate the seed into the soil.

Seeding Mixtures -

Native grass and forb species must be local genotype and be from a radius of 150 miles from the site. The seeding mixtures shall be installed in locations designated on the plan and as directed by the OWNER and/or ENGINEER.

SLOPE STABILIZATION SEED MIX will be used.

SPECIES SUBSTITUTIONS

Prior to installation, the OWNER and/or ENGINEER and/or WETLAND CONSULTANT shall review any species substitutions and reserves the authority to deny use of any species if deemed inappropriate for the site. Any species substitutions and/or change in quantity shall be discussed and approved by OWNER and/or WETLAND CONSULTANT during the pre-planting site meetings as specified below. CONTRACTOR shall plan on attending one (1) on-site pre-planting meetings in early spring (anticipated to be in April and/or early May) to evaluate hydrologic conditions and discuss overall plant installation approach. At the pre-planting meeting, CONTRACTOR shall provide a plant installation work plan that documents the anticipated plant installation logistics, plant installation schedule (plant delivery schedule) and any proposed changes to plant species and/or quantities as a result of observed site conditions.

NOTIFICATION & DOCUMENTATION

CONTRACTOR shall notify OWNER and/or ENGINEER at least two working days prior to seed installation and indicate the seed installation method to be used. After completion of seeding, CONTRACTOR shall provide the OWNER and/or ENGINEER with copies of all seed receipts and labels, notated with the date of seed installation, seed origin, % PLS, and conditions under which the seeding was performed.

Performance Standards -

CONTRACTOR shall meet all applicable ecological management performance standards outlined in those specifications

SEED MATRICES

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Slope Stabilization Seed Mix		
Botanical Name	Common Name	Oz/Ac
Permanent Grasses:		
<i>Andropogon gerardii</i>	Big Bluestem	32.00
<i>Bouteloua curtipendula</i>	Side Oats Grama	20.00
<i>Carex spp.</i>	Prairie Sedge Mix	4.00
<i>Elymus canadensis</i>	Canada Wild Rye	35.00
<i>Elymus virginicus</i>	Virginia Wild Rye	35.00
<i>Panicum virgatum</i>	Switch Grass	10.00
<i>Schizachyrium scoparium</i>	Little Bluestem	32.00
<i>Sorghastrum nutans</i>	Indian Grass	32.00
Total		200.00
Temporary Cover:		
<i>Avena sativa</i>	Common Oat	360.00
<i>Lolium multiflorum</i>	Annual Rye	100.00
Total		460.00
Forbs:		
<i>Asclepias syriaca</i>	Common Milkweed	1.00
<i>Asclepias tuberosa</i>	Butterfly Weed	2.00
<i>Chamaecrista fasciculata</i>	Partridge Pea	9.00
<i>Coreopsis lanceolata</i>	Sand Coreopsis	6.00
<i>Echinacea purpurea</i>	Broad-leaved Purple Coneflower	7.00
<i>Penstemon digitalis</i>	Foxglove Beard Tongue	1.00
<i>Ratibida pinnata</i>	Yellow Coneflower	3.00
<i>Rudbeckia hirta</i>	Black-Eyed Susan	8.00
<i>Solidago speciosa</i>	Showy Goldenrod	2.00
<i>Symphyotrichum novae-angliae</i>	New England Aster	1.00
Total		40.00

Method of Measurement –

This work will be measured in acres of surface area seeded.

Basis of Payment –

This work will be paid for at the contract unit price per acre for SLOPE STABILIZATION SEED MIX, and shall include all labor, equipment, and materials necessary to complete the work as specified. Payment of 70% of the contract unit price for all items listed above will be made following receipt of the documentation specified above (i.e. weekly annotated planting plan and packing slips) and that the planting was completed in accordance with these specifications as approved by ENGINEER. The remaining 30% of the contract unit price will be made once all the applicable three-year performance standards are met (see SP-14). Plant maintenance activities including irrigation and installation and removal of plant protection measures will not be paid for separately, but shall be included in the contract price per plant, and no additional compensation will be allowed.

SP-42 BIKE PATH REMOVAL**Description –**

This work shall be in accordance with section 202 except as noted here. The work shall consist of the excavation, storage, and transportation of aggregate material located throughout the limits of the contract.

Removal –

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Shall be in accordance with section 202.03 with the following exception. All excavated materials will be stored on site to be reused at the discretion of the engineer.

Storage –

Location of storage on site will be selected by the contractor and approved by the engineer.

Method of Measurement –

This work shall be measured for payment per square yard of Bike Path Removal.

Basis of Payment –

This work shall be paid for at the contract unit price per square yard for BIKE PATH REMOVAL.

SP-43 DEWATERING

Description –

This work shall consist of furnishing all labor, tools, equipment, and materials to install, maintain, operate and remove all necessary diversions and dewatering systems to divert, remove water from the channel or designed to control sediment discharge in dewatering applications where water is being pumped for the construction of the proposed bridge, removal of the existing abutments, wings, pier and footings, stone rip rap channel lining and other work associated with the construction of the proposed bridge structure to ensure that work can be completed in the dry or in manageable conditions as approved by the Engineer. This work shall include bypass pumping.

For the purposes of this item diversion structure will mean a “diversion system” for isolation of the in-stream work area using a diversion system constructed of non-erodible materials such as steel sheets, aqua barriers, rip rap and geotextile liner or other material approved by the Engineer.

Earthen cofferdams will not be permitted.

This item will also include constructing a dewatering filtering system consisting of filtration or sediment bags for collecting sediment from pumping operations within the coffered area and sump pits. Construction waters will include, but not be limited to, all waters generated from the removal of the bridge pier, channel grading, riprap placement, proposed drainage systems and aggregate base construction.

Prior to performing any in-stream work associated with the project, the Contractor shall identify the proposed dewatering and/or diversion/isolation method to be used and obtain approval from Dupage County Stormwater and Engineer prior to starting work. In-stream work shall take place only during low flow conditions unless otherwise allowed by the Dupage County Stormwater and Engineer. Concentrated flow shall be isolated from the work area. Dewatering shall comply with all requirements contained in the Storm Water Pollution Prevention Plan (SWPPP) contained in the Plans.

The Contractor is ultimately responsible for the choice of the materials, product(s) and equipment; for the subsequent removal of the diversion structure(s) and dewatering systems and their safety and for conformity with local codes, regulations, and these Specifications, as well as “means and methods” for the Site Dewatering and Diversion Work to be performed. The Contractor’s “means and methods” are subject to the review of the County and Dupage County Stormwater. All products and “means and methods” selected shall be adequate for the intended use/application within the construction limits represented on the plans. The

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Dupage County Stormwater and Engineer's review does not relieve the Contractor from compliance with the requirements of the Drawings, Standard Specifications, and the requirements of this special provision.

Submittal: The Contractor shall submit for review to the Engineer for coordination with the Dupage County Stormwater a description of the diversion system, dewatering techniques and equipment to be used, together with detailed drawings showing items such as, but not limited, to the location of the diversion structures by stage, type of pumps, pump size, lengths and sizes of discharge piping and points(s) of discharge including erosion control procedures. The approved site dewatering and diversion plan(s) shall become part of the SWPPP prior to implementation. Changes to the site dewatering and/or diversion plan(s) will need to be approved by the Engineer and the Dupage County Stormwater. The Agency review of dewatering techniques and equipment shall in no way be construed as creating any obligation on the part of County for same.

Dewatering and Filter Bag Material –

The material for the filtration bag shall meet the requirements of the material specification in Table 2, below for Class I with a minimum tensile strength of 180 lbs. The filtration bag shall be sized per manufacturer recommendations and based on the size of the pump. The pump shall be sized to be used with the filtration bag.

TABLE 1. REQUIREMENTS FOR NONWOVEN GEOTEXTILES

PROPERTY	TEST METHOD	CLASS I	CLASS II	CLASS III	CLASS IV ^{3/}
Tensile Strength (lb) ^{1/}	ASTM D 4632 Grab Test	180 min.	120 min.	90 min.	115 min.
Elongation at Failure ^{1/}	ASTM D 4632	≥ 50	≥ 50	≥ 50	≥ 50
Puncture (lbs)	ASTM D 4833	80 min.	60 min.	40 min.	40 min.
Ultraviolet Light (% Residual Tensile Strength)	ASTM D 4355 150-hr Exposure	70 min.	70 min.	70 min.	70 min.
Apparent Opening Size (AOS)	ASTM D 4751	As Specified Max #40 ^{2/}	As Specified Max #40 ^{2/}	As Specified Max #40 ^{2/}	As Specified Max #40 ^{2/}
Permittivity (sec ⁻¹)	ASTM D 4491	0.70 min.	0.70 min.	0.70 min.	0.70 min.

1/ Minimum average roll value (weakest principal direction).

2/ U.S. standard sieve size.

3/ Heat-bonded or resin-bonded geotextile may be used for classes III and IV. They are particularly well suited to class IV. Needle-punched geotextiles are required for all other classes.

Operation and Maintenance –

The frequency of inspections shall depend on the dewatering method, amount of discharge, potential damage,

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and quality of the receiving bodies of water. The frequency of inspections and specific tasks shall be identified.

1. The filtration bag must be placed on level ground with secondary containment provided to prevent sediment from accumulating on the bare ground and to protect the surrounding area in case the bag bursts or is no longer effective.
2. The Contractor shall provide certification or documentation that the bag meets the specification for materials and is suitable for the pump that it will be used with.
3. Inspections shall be conducted to ensure proper operation and compliance with any permits or water quality standards.
4. Accumulated sediment shall be removed from the flow area and temporary diversions shall be repaired, as required.
5. Outlet areas shall be checked and repairs shall be made in a timely manner, as needed.
6. Pump outlets shall be inspected for erosion and sumps shall be inspected for accumulated sediment. Sediment shall be removed as required.
7. Dewatering bags shall be removed and replaced when half full of sediment or when the pump discharge has reduced to an impractical rate.
8. If the receiving area is showing any signs of cloudy water, erosion, or sediment accumulation, discharges shall be stopped immediately once safety and property damage concerns have been addressed.
9. Sediment shall be disposed in accordance with all applicable laws and regulations.

The Contractor shall select the pumps he/she desires to use and the rate at which the pumps discharge, but adequate protection at the pump discharge shall be provided by the Contractor and will be subject to review by the Engineer and the Dupage County Stormwater. The Contractor shall ensure that downstream water quality and further erosion will not be impaired.

Water pumped or drained from the work required for this Contract shall be disposed of in a safe and suitable manner without damage to adjacent property, streets or to other work under construction. Water shall not be discharged onto roadways without adequate protection of the surface at the point of discharge. Water shall not be discharged into sanitary sewers. Water containing settleable solids shall not be discharged without treatment to meet the requirements of the USACE 404 Permit and the Dupage County Stormwater requirements. Any and all damages caused by dewatering and/or diversion operations will be promptly repaired by the Contractor. Conditions and deficiency deductions as specified in Article 105.03(a) of the Standard Specifications shall apply. The Contractor is responsible for providing any and all labor, materials and equipment for the dewatering and/or diversion of waters in order to meet the scheduled completion of the project. Removal of Diversion and Dewatering Facilities: The temporary diversion structure(s) and dewatering filtering system shall be removed after it has served its purpose and as directed by the Engineer. The dewatering areas shall be graded, stabilized and permanently restored with appropriate erosion control practices and as shown on the plans. The dewatering sites after removal shall not create any obstruction of the flow of water or any other interference with the operation of or access to the permanent works.

Method of Measurement –

The diversion system will be measured only once for the entire project, regardless of the number of stages of construction, as Diversion Structure, regardless of the type and quantity of materials required to construct the

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diversion system for each stage and regardless of the number of times the diversion system may need to be relocated for each stage. The payment under this item is for the duration of the contract, regardless of conditions encountered.

Basis of Payment –

This work required for construction of diversion and dewatering systems necessary to construct the proposed bridge and related site work as shown in the plans shall be paid for only once, regardless of number of stages, locations or operations, at the contract lump sum for the entire project for DEWATERING, which work shall include diversion system(s) (ie: cofferdams, barrier wall, etc), filter fabric, piping, pumping, foundation preparation, framing and supports, dewatering filtering system consisting of filtration or sediment bags, installation, maintenance, removal of systems and all labor, material, and equipment required to perform the work described herein and as specified on the plans. If excavation and backfilling is required for this item, they will not be measured separately for payment but shall be included in the cost for DEWATERING.

SP-44 WASHOUT BASIN

Description –

This item shall consist of constructing and maintaining a washout basin for concrete trucks and other construction vehicles. Temporary concrete washout facilities are to be in place prior to any delivery of concrete to the construction site. The contractor may request in writing to the Engineer to utilize alternate methods/designs for the washout basin. Any alternate will need to be approved by Dupage County Stormwater Management.

Any washouts constructed that do not meet the requirements of the plans or applicable IDOT and/or IUM standards will not be allowed. See Sheet 12 for applicable detail.

The Contractor will be required to illustrate the location of the washout basin utilizing applicable erosion control sheet from the plan set and submit the location to Dupage County Stormwater for approval.

Basis of Payment –

This work shall be paid for at the contract unit price per lump sum (LSUM) for WASHOUT BASIN, which prices shall include, plan submittal and coordination with Dupage County Stormwater, general cleaning and removal of all construction debris when two-thirds full or as directed by the Engineer, general maintenance or reconstruct as necessary throughout the duration of use, and all material, labor, tools, equipment, disposal of surplus material, and incidentals necessary to complete this item of work. The washout basin will be measured for payment only once for the entire project duration.

If an alternate design for the washout basin has been submitted and approved for use in the project there shall be no additional compensation to the original unit bid price for WASHOUT BASIN.

SP-45 CLEARING AND GRUBBING

Description –

This work shall be in accordance with section 201.01(a) except as noted here. The work shall consist of the clearing of existing material in the locations identified on the plans, except for Trees as defined in section 201.02.

Removal –

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Shall be in accordance with section 201.03.

Method of Measurement –

This work will be measured only once for the entire project, regardless of the number of stages of construction, regardless of the type and quantity of materials required to be removed and regardless of the number of times clearing and grubbing is needed. The payment under this item is for the duration of the contract, regardless of conditions encountered.

Basis of Payment –

This work shall be paid for at the contract lump sum for the entire project for Clearing and Grubbing.

SP-46 ORNAMENTAL FENCE

Description: This work shall consist of furnishing and installing a metal fence system, and accessories as shown on the plans, in accordance with Section 509 of the Standard Specifications except as modified herein.

Materials:

- A. The metal fence system shall be Echelon II Industrial Aluminum Majestic 3-Rail by Master Halco, Inc., 4000 W. Metropolitan Drive, Suite 400, Orange, CA 92868, Phone (800) 229-5615] or approved equal.
- B. Aluminum material for fence framework (i.e., tubular pickets, rails and posts) shall conform to the requirements of ASTM B221. The aluminum extrusions for posts and rails (outer channel) shall be Alloy and Temper Designation 6005-T5. The aluminum extrusions for pickets and rail inner slide channels shall be Alloy and Temper Designation 6063-T5.
- C. The manufactured framework shall be subjected to a thermal stratification coating process (high-temperature, in-line, multi-stage, multi-layer) including, as a minimum, a six-stage pretreatment/wash and an electrostatic spray application of a polyester finish. The topcoat shall be a “no-mar” TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be black. The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in Table 1.
- D. Material for fence pickets shall be 1" square x 0.065" thick extruded tubing. The cross-sectional shape of the rails shall conform to the manufacturer's ForeRunner™ design with outside cross-section dimensions of 1.75" square. The top wall of the outer channel of the rail shall be 0.100" thick; the side walls shall be 0.120" thick for superior vertical load strength. The inner slide channel of the rail shall be 0.080" thick. Picket holes in the ForeRunner™ rail shall be spaced 4.98" o.c. Picket retaining rods shall be 0.125" diameter galvanized steel. Posts shall be a minimum of 2-1/2" square with a perimeter wall thickness of 0.080" and an interior reinforcing web thickness of 0.080". High quality PVC grommets shall be supplied to seal all picket-to-rail intersections.
- E. All fasteners shall be stainless steel. Bracket to rail attachments shall be made using specially designed one-way tamperproof security bolts with inverted “t-nuts”. Bracket to post connections shall be made using self-drilling hex-head screws.

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F. Aluminum castings shall be used for all rings, post caps, finials, and miscellaneous adornments.

Fabrication:

- A. Pickets, rails and posts shall be pre-cut to specified lengths. ForeRunner™ rails shall be pre-punched to accept pickets.
- B. The rail inner slide shall be fully inserted into the rail outer channel to form the raceway for the internal retaining rod. Grommets shall be inserted into the pre-punched holes in the rails, and pickets shall be inserted through the grommets so that pre-drilled picket holes align with the internal raceway of the two-part ForeRunner™ rails. (Note: This can best be accomplished by using an alignment template). Retaining rods shall be inserted into each ForeRunner™ rail so that they pass through the pre-drilled holes in each picket, thus completing the panel assembly.
- C. Completed panels shall be capable of supporting a 300 lb. load (applied at midspan) without permanent deformation. Panels shall be biasable to a 25% change in grade.

Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117 & D1654	Corrosion Resistance over 3,500 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60 inch lb. (Forward impact using 0.625" ball).
Weathering Resistance	D822, D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

Table 1 – Coating Performance Requirements

The manufacturer's literature (or shop drawings and specifications), including post spacing and layout, shall be submitted to the Engineer for approval prior to ordering the fence.

Installation:

All new installation shall be laid out by the contractor in accordance with the construction plans.

Fence posts shall be set in accordance with the spacings shown in Table 2, plus or minus 1/2", depending on the nominal span specified. The "Earthwork" and "Concrete" sections of this specification shall govern post base material requirements. Echelon II™ panels shall be attached to posts using mechanically fastened panel brackets supplied by the manufacturer.

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Span	6' Nominal (67¾" Rail)				8' Nominal (92½" Rail)			
Post Size	2½"	3"	2½"	3"	2½"	3"	2½"	3"
Bracket Type	Rigid		Swivel		Rigid		Swivel	
Straight Picket Post Settings ± ½" o.c.	71½"	72"	73"	73½"	96"	96½"	97½"	98"
Curved Picket Post Settings ± ½" o.c.	75"	75½"	76½"	77"	94½"	95"	96"	96½"

Table 2 – Post Spacing Requirements

For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. For fencing installed in soil, posts shall be set in concrete footings having a minimum depth of 36".

Fence Installation Maintenance:

When cutting/drilling rails or posts adhere to the following steps to seal the exposed surfaces:

- 1) Remove all metal shavings from cut area.
- 2) Apply custom finish paint matching fence color.

Fence Post Foundation: Post shall be installed into 8" cylindrical forms with lime screenings as shown on the plans.

Materials: The cylindrical form shall have multiple layers of recycled paperboard, spirally wound and laminated with adhesive. Outer layer shall have a moisture barrier.

Method of Measurement: Ornamental Fence will be measured for payment in feet along the top of the fence from center to center of the end posts.

Basis of Payment: This work will be paid for at the contract unit price per foot for ORNAMENTAL FENCE. The unit price shall include furnishing and installing the fence, including all fence connections, connection to a retaining wall (where required), concrete foundations, fence openings (where indicated) and electric grounding. The unit price shall also include all equipment, materials and labor required to install the fence.

SP-47 REMOVE, STORE AND RE-ERECT SIGN PANEL ASSEMBLY (SPECIAL)**Description –**

This work shall be in accordance with section 724 except as noted here. The work shall consist of removing existing sign panel assembly, storing the sign panel assembly in approved location by the engineer, and re-erecting sign panel in location called out on plans after final paving operations are completed.

Removal –

Shall be in accordance with section 724.02 with the following exception. All items to be re-used shall be transported to a storage location approved by the engineer, until final placement.

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Storage –

Shall be directed by the engineer on site.

Installation –

Shall be in accordance with section 724.03 with the following exception. There shall be no time constraint on the storage of the sign panel assembly.

Method of Measurement –

This work shall be measured for payment per each sign panel assembly removed, stored, and re-erected.

Basis of Payment –

This work shall be paid for at the contract unit price per each for REMOVE, STORE, AND RE-ERECT SIGN PANEL ASSEMBLY (SPECIAL).

SP-48 FENCE REMOVAL

Description –

This work shall consist of providing labor, tools, equipment and materials necessary to remove and dispose of the existing fence, including any necessary excavation, all post foundations, fittings, posts and accessories. The work shall be performed in accordance with Sections 664 of the Standard Specifications with the following amendments.

General Requirements –

All holes left by the removal of the fence posts and post foundations shall be filled with crushed stone screenings. This work will be performed as shown on the Plans or as directed by the Engineer in the field.

Method of Measurement –

This work will be measured per lineal foot along the top of fence or gate.

Basis of Payment –

This work shall be measured and paid for at the contract unit price per foot for FENCE REMOVAL.

SP-49 MEMBRANE WATERPROOFING SYSTEM FOR BURIED STRUCTURES

Effective: October 4, 2016

Revised: March 1, 2019

Description. This work shall consist of furnishing and placing a membrane waterproofing system on the top slab and sidewalls, or portions thereof, for buried structures as detailed on the contract plans.

All membrane waterproofing systems shall be supplied by qualified producers. The Department will maintain a list of qualified producers.

Materials. The materials used in the waterproofing system shall consist of the following.

- (a) Cold-applied, self-adhering rubberized asphalt/polyethylene membrane sheet with the following properties:

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Physical Properties	
Thickness ASTM D 1777 or D 3767	60 mils (1.500 mm) min.
Width	36 inches (914 mm) min.
Tensile Strength, Film ASTM D 882	5000 lb./in ² (34.5 MPa) min.
Pliability [180° bend over 1" inch (25 mm) mandrel @ -20 °F (-29 °C)] ASTM D 146 (Modified) or D1970	No Effect
Puncture Resistance-Membrane ASTM E 154	40 lb. (178 N) min.
Permeability (Perms) ASTM E 96, Method B	0.1 max.
Water Absorption (% by Weight) ASTM D 570	0.2 max.
Peel Strength ASTM D 903	9 lb./in (1576 N/m) min.

- (b) Ancillary Materials: Adhesives, Conditioners, Primers, Mastic, Two-Part Liquid Membranes, and Sealing Tapes as required by the manufacturer of the membrane and film for use with the respective membrane waterproofing system.

Construction. The areas requiring waterproofing shall be prepared and the waterproofing shall be installed in accordance with the manufacturer's instructions. The Contractor shall not install any part of a membrane waterproofing system in wet conditions, or if the ambient or concrete surface temperature is below 40° (4° C), unless allowed by the Engineer.

Surfaces to be waterproofed shall be smooth and free from projections which might damage the membrane sheet. Projections or depressions on the surface that may cause damage to the membrane shall be removed or filled as directed by the Engineer. The surface shall be power washed and cleaned of dust, dirt, grease, and loose particles, and shall be dry before the waterproofing is applied.

The Contractor shall uniformly apply primer to the entire area to be waterproofed, at the rate stated in the manufacturer's instructions, by brush, or roller. The Contractor shall brush out primer that tends to puddle in low spots to allow complete drying. The primer shall be cured according to the manufacturer's instructions. Primed areas shall not stand uncovered overnight. If membrane sheets are not placed over primer within the time recommended by the manufacturer, the Contractor shall recoat the surfaces at no additional cost to the Department.

The installation of the membrane sheet to primed surfaces shall be such that all joints are shingled to shed water by commencing from the lowest elevation of the buried structure's top slab and progress towards the highest elevation. The membrane sheets shall be overlapped as required by the manufacturer. The Contractor shall seal with mastic any laps that were not thoroughly sealed. The membrane shall be smooth and free of wrinkles and there shall be no depressions in horizontal surfaces of the finished waterproofing. After placement, exposed edges of membrane sheets shall be sealed with a troweled bead of a manufacturer's recommended mastic, or two-part liquid membrane, or with sealing tape.

Sealing bands at joints between precast segments shall be installed prior to the waterproofing system being applied. Where the waterproofing system and sealing band overlap, the installation shall be planned such that water will not be trapped or directed underneath the membrane or sealing band.

Care shall be taken to protect and to prevent damage to the waterproofing system prior to and during

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backfilling operations. The waterproofing system shall be removed as required for the installation of slab mounted guardrails and other appurtenances. After the installation is complete, the system shall be repaired and sealed against water intrusion according to the manufacturer's instructions and to the satisfaction of the Engineer.

Replace the last paragraph of Article 540.06 Precast Concrete Box Culverts and replace with:

Handling holes shall be filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation nor project above the outside surface to the extent that may cause damage to the membrane. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar compatible with the membrane.

Method of Measurement. The waterproofing system will be measured in place, in square yards (square meters) of the concrete surface to be waterproofed.

Basis of Payment. This work will be paid for at the contract unit price, per square yard (square meter) for MEMBRANE WATERPROOFING SYSTEM FOR BURIED STRUCTURES.

SP-50 WEEP HOLE DRAINS FOR ABUTMENTS, WINGWALLS, RETAINING WALLS AND CULVERTS

Effective: April 19, 2012

Revised: October 22, 2013

Delete the last paragraphs of Articles 205.05 and 502.10 and replace with the following.

"If a geocomposite wall drain according to Section 591 is not specified, a prefabricated geocomposite strip drain according to Section 1040.07 shall be placed at the back of each drain hole. The strip drain shall be 24 inches (600 mm) wide and 48 inches (1.220 m) tall. The strip drain shall be centered over the drain hole with the bottom located 12 inches (300 mm) below the bottom of the drain hole. All form boards or other obstructions shall be removed from the drain holes before placing any geocomposite strip drain."

Revise the last sentence of the first paragraph of Article 503.11 to read as follows.

"Drain holes shall be covered to prevent the leakage of backfill material according to Article 502.10."

Revise the title of Article 1040.07 to Geocomposite Wall Drains and Strip Drains.

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SCHEDULE OF PRICES [REVISED PER ADDENDUM 1]:

Pay Item #	Spec. #	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
1	SP-26	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	139.0	25-	3,475-
2	SP-26	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	84.0	35-	2,940-
3	20101100	TREE TRUNK PROTECTION	EACH	8.0	50-	400-
4	20200100	EARTH EXCAVATION	CUYD	20.0	50-	1,000-
5	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL FOR STRUCTURES	CUYD	133.0	20-	2,660-
6	SP-51	CHANNEL EXCAVATION	LSUM	1.0	15,000-	15,000-
7	SP-15	TRENCH BACKFILL	CUYD	426.0	31-	13,206-
8	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQYD	169.0	2.50	422.50
9	21101505	TOPSOIL EXCAVATION AND PLACEMENT	CUYD	60.0	10-	600-
10	SP-14	SOD RESTORATION	SQYD	584.0	14.25	8,322-
11	SP-13	PERIMETER EROSION BARRIER	FOOT	252.0	1-	252-
12	SP-13	INLET FILTERS	EACH	4.0	15-	60-
13	28001100	TEMPORARY EROSION CONTROL BLANKET	SQYD	760.0	.01	7.60
14	28100107	STONE RIPRAP, CLASS A4	SQYD	292.0	75-	21,900-
15	28200200	FILTER FABRIC	SQYD	292.0	3-	876-
16	31100300	SUBBASE GRANULAR MATERIAL, TYPE A 4"	SQYD	1,360.0	.01	13.60
17	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQYD	345.0	12.10	4,174.50
18	40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	75.0	.01	.75
19	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	75.0	.01	.75
20	40604064	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	36.2	148-	5,357.60
21	40701801	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 6"	SQYD	59.0	83-	4,897-
22	40701881	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 10"	SQYD	345.0	67-	23,115-
23	SP-22	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, NEW	SQFT	1,360.0	7.20	9,792-

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24	SP-16	DETECTABLE WARNINGS	SQFT	21.0	30 -	630 -
25	SP-17	PAVEMENT REMOVAL	SQYD	345.0	15.50	5,347.50
26	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	364.0	8 -	2,912 -
27	44000600	SIDEWALK REMOVAL	SQFT	1,234.0	1.25	1,542.50
28	50100100	REMOVAL OF EXISTING STRUCTURES	EACH	1.0	10,000	10,000 -
29	50800105	REINFORCEMENT BARS	POUND	15,200.0	1.85	28,180 -
30	50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	1,200.0	2.35	2,820 -
31	52200900	CONCRETE STRUCTURES (RETAINING WALL)	CUYD	37.2	1,345 -	50,778 -
32	54003000	CONCRETE BOX CULVERTS	CUYD	44.4	1,345 -	60,600 -
33	54010906	PRECAST CONCRETE BOX CULVERTS 9'X6'	FOOT	80.0	790 -	63,200 -
34	SP-21	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	43.0	75 -	3,225 -
35	SP-21	STORM SEWERS, CLASS A, TYPE 1 66"	FOOT	65.0	390 -	25,350 -
36	55100500	STORM SEWER REMOVAL 12"	FOOT	42.0	1 -	42 -
37	55100900	STORM SEWER REMOVAL 18"	FOOT	60.0	1 -	60 -
38	55102200	STORM SEWER REMOVAL 66"	FOOT	28.0	1 -	28 -
39	58600101	GRANULAR BACKFILL FOR STRUCTURES	CUYD	13.0	75 -	975 -
40	59100100	GEOMPOSITE WALL DRAIN	SQYD	39.0	24 -	936 -
41	59300100	CONTROLLED LOW-STRENGTH MATERIAL	CUYD	2.0	500 -	1,000 -
42	60200305	CATCH BASIN, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1.0	3,400 -	3,400 -
43	60221000	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1.0	3,100 -	3,100 -
44	60265700	VALVE VAULTS TO BE ADJUSTED	EACH	1.0	450 -	450 -
45	60400810	FRAMES, TYPE 3	EACH	2.0	550 -	1,100 -
46	60500040	REMOVING MANHOLES	EACH	2.0	500 -	1,000 -
47	60601105	CONCRETE CURB, TYPE M	FOOT	12.0	27.50	330 -
48	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	360.0	27.50	9,900 -
49	67100100	MOBILIZATION	L. SUM	1.0	36,000	36,000 -
50	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	422.0	5.50	2,321 -

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51	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	47.0	14.50	775.50
52	SP-44	WASHOUT BASIN	LSUM	1.0	500 -	500 -
53	SP-42	BIKE PATH REMOVAL	SQYD	50.0	12 -	600 -
54	SP-43	DEWATERING	LSUM	1.0	8,000 -	8,000 -
55	SP-49	MEMBRANE WATERPROOFING SYSTEM FOR BURIED STRUCTURES	SQYD	161.0	35 -	5,485 -
56	SP-45	CLEARING AND GRUBBING	LSUM	1.0	3,000 -	3,000 -
57	SP-46	PEDESTRIAN RAILING WITH FENCE	FOOT	205.0	180 -	36,900 -
58	SP-47	REMOVE, STORE AND RE-ERECT SIGN PANEL ASSEMBLY (SPECIAL)	EACH	3.0	300 -	900 -
59	SP-9	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	LSUM	1.0	14,000 -	14,000 -
60	SP-8	CONSTRUCTION STAKING AND RECORD DRAWINGS	LSUM	1.0	7,000 -	7,000 -
61	SP-48	FENCE REMOVAL	FOOT	36.0	10 -	360 -
62	SP-36	VEGETATED ROCK TOE	FOOT	466.0	86 -	40,076 -
63	SP-31	DUCTILE IRON WATER MAIN PIPE RELOCATION, 8"	FOOT	40.0	215 -	8,600 -
64	SP-37	SHORELINE PLANT PLUG	EACH	400.0	7 -	2,800 -
65	SP-24	TREE PROTECTION	FOOT	160.0	1 -	160 -
66	SP-23	TEMPORARY SURFACE OVER TRENCH - (AGGREGATE)	SQYD	85.0	1 -	85 -
67	SP-29	UNDERCUTTING FOR UTILITIES	CUYD	10.0	1 -	10 -
68	SP-25	TREE PRUNING	EACH	10.0	120 -	1,200 -
69	SP-27	TREE ROOT PRUNING	FOOT	100.0	3 -	300 -
70	44000157	HOT-MIX ASPHALT REMOVAL, 2 INCH	SQYD	310.0	15.50	4,805 -
71	SP-22	TEMPORARY ASPHALT PATCH	TON	12.0	1 -	12 -
72	SP-30	PAVEMENT PATCHING, SPECIAL	SQYD	30.0	20 -	600 -
73	SP-21	STORM SEWERS, PVC SDR 26 2241, 12"	FOOT	61.0	61 -	3,721 -
74	SP-28	PROPERTY PIN RESET	EACH	2.0	100 -	200 -
75	SP-11	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	5.0	1 -	5.00
76	SP-10	STREET SWEEPING AND DUST CONTROL	HOURL	10.0	10 -	100 -
77	SP-6	EXPLORATORY TRENCH, SPECIAL	CUYD	25.0	1 -	25 -
78	SP-7	PRECONSTRUCTION VIDEO	LSUM	1.0	1,000 -	1,000 -

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79	SP-19	CONFLICT MANHOLE, TYPE A, 5'-DIAMETER, TYPE 1 F&G, CL	EACH	1.0	4,000	4,000 -
80	SP-12	CONCRETE SUPPORT FOR UTILITY CROSSING	EACH	2.0	750	1,500 -
81	SP-33	MONITORING AND REPORTING - YEAR 1	LSUM	1.0	2,200	2,200 -
82	SP-35	ECOLOGICAL MANAGEMENT - YEAR 1	LSUM	1.0	2,530	2,530 -
83	SP-38	SPECIALIZED HIGH MOWING - YEAR 1	LSUM	1.0	2,750	2,750 -
84	SP-33	MONITORING AND REPORTING - YEAR 2	LSUM	1.0	2,200	2,200 -
85	SP-35	ECOLOGICAL MANAGEMENT - YEAR 2	LSUM	1.0	2,530	2,530 -
86	SP-38	SPECIALIZED HIGH MOWING - YEAR 2	LSUM	1.0	2,750	2,750 -
87	SP-33	MONITORING AND REPORTING - YEAR 3	LSUM	1.0	2,200	2,200 -
88	SP-35	ECOLOGICAL MANAGEMENT - YEAR 3	LSUM	1.0	2,530	2,530 -
89	SP-38	SPECIALIZED HIGH MOWING - YEAR 3	LSUM	1.0	2,750	2,750 -
90	SP-39	WEED CONTROL PRIOR TO PLANTING	LSUM	1.0	990	990 -
91	SP-40	SEEDING (LOW PROFILE TRANSITIONAL BUFFER SEED MIX)	ACRE	0.030	7,700	231 -
92	SP-52	LIMESTONE SCREENINGS, 6"	SQYD	28.0	13.50	378 -
93	SP-41	SEEDING (SLOPE STABILIZATION SEED MIX)	ACRE	0.126	3,300	415.80

TOTAL BID 604,949.60

Village of Downers Grove – Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)

BIDDER'S CERTIFICATION (page 1 of 3)

Springside Ave & Prentiss

With regard to Creek Culvert Replacement, Bidder A Lamp Concrete Contractors, Inc.
(Name of Project) (Name of Bidder)

hereby certifies the following:

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

Village of Downers Grove – Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)

BIDDER'S CERTIFICATION (page 2 of 3)

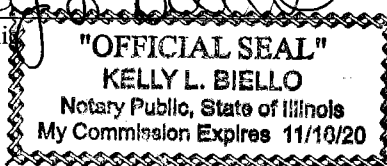
BY: Adele Lampignano
 Bidder's Authorized Agent
 Adele Lampignano, President

3	6	-	3	9	2	9	1	7	3
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
 Social Security Number

Subscribed and sworn to before me
 this 21 day of August, 2020

Kelly L. Biello
 Notary Public


(Fill Out Applicable Paragraph Below)

(a) Corporation

The Bidder is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of A Lamp Concrete Contractors, Inc., and the full names of its Officers are as follows:

President: Adele Lampignano

Secretary: Tracy Lampignano

Treasurer: Adele Lampignano

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

Limited Liability Company (LLC)

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

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Village of Downers Grove – Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)

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: County Financial

AGENT: Eric Miller

Street Address: 28369 Davis Parkway

City, State, Zip Code: Warrenville, IL 60555

Telephone Number: 630-836-0845

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: A Lamp Concrete Contractors, Inc.

Print Name and Title of Authorizing Signature: Adele Lampignano, President

Signature: 

Date: August 21, 2020

Village of Downers Grove – Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)

MUNICIPAL REFERENCE LIST

Municipality: PLEASE SEEE ATTACHED

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Project References

Village of Arlington Heights

Project: Cypress Area Storm Sewer & Road Rehabilitation

Year Completed: 2019

Contact: Patrick Kielty – 847.823.0500

Scope of Work: Excavation, Storm Sewer, Concrete Construction, Asphalt Paving, & Landscape Restoration

Project Value: \$4,179,494.00

Village of Winnetka

Project: 2019 Street Rehabilitation Project

Year Completed: 2019

Contact: Jim Bernahl – 847.716.3261

Scope of Work: Excavation, Storm Sewer, Concrete Construction, Asphalt Paving, & Landscape Restoration

Project Value: \$855,263.00

Village of Deerfield

Project: 2019 Street Rehabilitation Program

Year Completed: 2019

Contact: John Guccione – 847.719.7465

Scope of Work: Excavation, Storm Sewer, Water Main, Concrete Construction Milling, Asphalt Paving, & Landscape Restoration

Project Value: \$3,799,653.00

Village of Downers Grove

Project: 2019 Water Main Contract A

Year Completed: 2019

Contact: Scott Vasko – 630.434.6804

Scope of Work: Excavation, Storm Sewer, Water Main, Asphalt Paving, Concrete Construction & Landscape Restoration

Project Value: \$2,954,813

Village of Downers Grove – Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)

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) ENCAP, Inc Type of Work Landscape
 Addr: 2585 Wagner Ct. City DeKalb State IL Zip 60115
- 2) Action Fencing Type of Work Fencing
 Addr: 945 Tower Rd City Mundelein State IL Zip 60060
- 3) Precision Pavement Marking Type of Work Pavement MARK
 Addr: 1290 Bell Ct. City Dingress Grove State IL Zip 60140
- 4) Schubert & Son Type of Work STRUCTURAL Concrete
 Addr: 1976 Scheffield City Wheaton State IL Zip 60187
- 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 – Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: PLEASE SEE ATTACHED

Superintendent: _____

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____



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

Signed by: _____

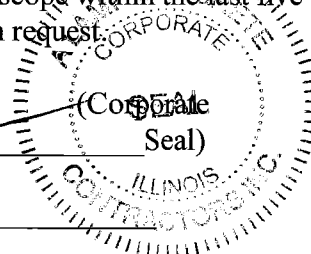
Adelle Lampignano
Adelle Lampignano

Title: President

Name & Address: A Lamp Concrete Contractors, Inc.

of Contractor 1900 Wright Boulevard

or Vendor Schaumburg, IL 60193



Subscribed and sworn to before
me this 21st day of August, 2020

Kelly L. Biello
Notary Public





Phone: (847) 891-6000
Fax: (847) 891-6100

ROAD BUILDERS

Commercial • Residential • Municipal

Individual's Name	Present Position	Years Experience	Type of Work	In What Capacity
Vito Lampignano	Vice President	48	Heavy Highway	Gen Concrete Supt.
Bob Matthias	Superintendent	26	Heavy Highway	Project Superintendent
Leonel Vazquez	Superintendent	18	Heavy Highway	Project Superintendent
Vito Latrofa	Superintendent	35	Heavy Highway	Project Superintendent
Dino Marzulli	Superintendent	26	Heavy Highway	Project Superintendent
Raul Hernandez	Foreman	23	Heavy Highway	Concrete Foreman
Jorge Saucedo	Foreman	28	Heavy Highway	Concrete Foreman
Enrique Vazquez	Foreman	19	Heavy Highway	Underground Foreman
Ed Arciszewski	Foreman	27	Heavy Highway	Crew Foreman
Gasper Gonzalez	Foreman	28	Heavy Highway	Crew Foreman
Alex Saucedo	Foreman	23	Heavy Highway	Crew Foreman
Rodolfo Fuentes	Foreman	18	Heavy Highway	Gradall Foreman
Mike Panzarino	Foreman	19	Heavy Highway	Gradall Foreman
Rajendra Patel	QC Technician	12	Heavy Highway	Civil Engineer
Tracy Lampignano	Manager	16	Heavy Highway	Office Manager
Jeff Moyer	General Mgr/Chief Estimator	17	Heavy Highway	Management/Estimating
Frank Aiello	Project Manager	18	Heavy Highway	Civil Engineer / Proj Mngr
Anthony Iacullo	Project Manager	15	Heavy Highway	Project Manager
Kelly Biello	Estimating Coordinator	10	Heavy Highway	Estimating Coordinator

1900 Wright Boulevard

Schaumburg, Illinois 60193

Village of Downers Grove – Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)

**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: A Lamp Concrete Contractors, Inc.ADDRESS: 1900 Wright BoulevardCITY: SchaumburgSTATE: IllinoisZIP: 60193PHONE: 847-891-6000 FAX: 847-891-1873TAX ID #(TIN): 36-3929173

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

Individual

Sole Proprietor

Partnership

Charitable/Nonprofit

Limited Liability Company – Member-Managed

Limited Liability Company- Manager-Managed

Medical

Corporation

Government Agency

SIGNATURE: Adele Lampignano DATE: August 21, 2020
Adele Lampignano, President

Village of Downers Grove – Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)

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: A Lamp Concrete Contractors, Inc.

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

Laborers - 2, 68, 76 & 118

Operators - 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: Adele Lampignano, President

Signature: 

Date: August 21, 2020

LiUNA!

Chicagoland
LABORERS'
District Council Training & Apprentices Fund

42-L

chicagolaborers.org

21 March 2019

Executive Director

Thomas Nordeen

Labor Trustees

James P. Connolly
Martin Dwyer
Martin Flanagan
Joseph V. Healy
Charles V. LoVerde III
William Martin

Management Trustees

Seth Gudeman
Shane Higgins
Joseph Koppers
Robert G. Krug
David Lorig
William Vignocchi

A Lamp Concrete Contractors, Inc.
1900 Wright Boulevard
Schaumburg, IL 60193

Dear Sue:

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

You may also use this letter as verification that A Lamp Concrete Contractors, Inc. is indeed signatory to the Chicago Laborers District Council, contributes to the Laborers Apprenticeship Fund and their active account is current and up to date.

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

Yours very truly,

Miranda Maddie

Miranda Maddie
Office Manager

Carol Stream Location

1200 Old Gary Avenue
Carol Stream IL 60188
(630) 653-0006

Chicago Location

5700 West Homer Street
Chicago IL 60639
(773) 413-3315



LiUNA!
Feel the Power



The United States Department of Labor

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

Certificate of Registration

Chicago and Laborers' J.A.T.C.
Canal Stream, Illinois

For the Trade - Construction Craft Laborer

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

April 12, 1999
Date REVISED August 13, 2004
IL 017990001
Registration No.



AS. Chao
Secretary of Labor
Anthony S. Davis
Administrator, Apprenticeship Training, Employer and Labor Services

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER(708) 482-8800 • FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

January 25, 2016

A Lamp Concrete Contractors, Inc

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

Dear Sir or Madam:

At the request of A Lamp Concrete Contractors Inc, I am providing you with evidence of the company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22 (6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003, IL008780173).

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

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

Very truly yours,
IUOE, Local 150, AFL-CIO
District 1 dispatch office


Maribel Hernandez

mh

Enclosures: Certificates

United States Department of Labor

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

Certificate of Registration

Operating Engineers Local #150

Mainfield, Illinois

For the Trade of Operating Engineer

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



November 5, 2002
Date

02 008780173
Registration No.

L. L. Chao
Secretary of Labor

Anthony D. ...
Administrator, Apprenticeship Training, Employer and Labor Services

United States Department of Labor

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

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150
Plainfield, Illinois

For the Trade of Repairer (Heavy)

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



May 5, 2002

Date

IL012020003

Registration No.

A. J. Chao

Secretary of Labor

Anthony S. Dwyer

Administrator, Apprenticeship Training, Employer and Labor Services

Village of Downers Grove – Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)

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 Adele Lampignano
Adele Lampignano

Company Name A Lamp Concrete Contractors, Inc.

Title President

Date August 21, 2020

Certificate of Non-Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

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

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

Village of Downers Grove – Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)

Suspension or Debarment Certificate

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

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

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

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

Company Name: A Lamp Concrete Contractors, Inc.

Address: 1900 Wright Boulevard

City: Schaumburg, IL Zip Code: 60193

Telephone: (847) 891-6000 Fax Number: (847) 891-1873

E-mail Address: JMayer@ALAMP Concrete.com

Authorized Company Signature: Adele Lampignano

Print Signature Name: Adele Lampignano Title of Official: President

Date: August 21, 2020

Village of Downers Grove – Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)

CAMPAIGN DISCLOSURE CERTIFICATE

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


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

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

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

Under penalty of perjury, I declare:

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

 Adele Lmpignano
Signature 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 – Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)

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.

Village of Downers Grove – Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)

Army Corps of Engineers Regional Permit and General Conditions



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
231 SOUTH LASALLE STREET
CHICAGO, ILLINOIS 60604-1437

March 18, 2020

Operations Division
Regulatory Branch
LRC-2020-150

SUBJECT: Authorization for 0.032 acres of impact to Prentiss Creek for culvert replacement and stabilization at Springside Avenue in Downers Grove, DuPage County, Illinois (Latitude 41.768288, Longitude -88.023476)

Mr. Jim Tock
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515

Dear Mr. Tock:

This office has verified that your proposed activity complies with the terms and conditions of Regional Permit 3 and the General Conditions for all activities authorized under the Regional Permit Program.

This verification expires three (3) years from the date of this letter and covers only your activity as described in your notification and as shown on the plans entitled "Springside Avenue & Prentiss Creek Culvert Replacements Village of Downers Grove, Illinois" dated February 19, 2020, prepared by Engineering Resource Associates. Caution must be taken to prevent construction materials and activities from impacting waters of the United States beyond the scope of this authorization. If you anticipate changing the design or location of the activity, you should contact this office to determine the need for further authorization.

Please be aware that the activity may not be completed until you submit the following information to our office:

1. Prior to the commencement of any work, you shall receive a determination by Kane/DuPage County Soil and Water Conservation District that the Soil Erosion and Sediment Control (SESC) plans meet technical standards.

Upon receipt of the above information, the activity may be completed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP, including conditions of water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency (IEPA). If the design, location, or purpose of the project is changed, you should contact this office to determine the need for further authorization

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The following special conditions are a requirement of your authorization:

1. You shall undertake and complete the project as described in the plans titled, "Springside Avenue & Prentiss Creek Culvert Replacements Village of Downers Grove, Illinois" dated February 19, 2020, prepared by Engineering Resource Associates, including all relevant documentation to the project plans as proposed.
2. This authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. You shall comply with the Kane/DuPage County Soil and Water Conservation District's (SWCD) written and verbal recommendations regarding the soil erosion and sediment control (SESC) plan and the installation and maintenance requirements of the SESC practices on-site.
 - a. You shall schedule a preconstruction meeting with SWCD to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site. You shall contact the SWCD at least 10 calendar days prior to the preconstruction meeting so that a representative may attend.
 - b. You shall notify the SWCD of any changes or modifications to the approved plan set. Field conditions during project construction may require the implementation of additional SESC measures. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.
 - c. Prior to commencement of any in-stream work, you shall submit constructions plans and a detailed narrative to the SWCD that disclose the contractor's preferred method of cofferdam and dewatering method. Work in the waterway shall NOT commence until the SWCD notifies you, in writing, that the plans have been approved.
3. Under no circumstances shall the Contractor prolong final grading and shaping so that the entire project can be permanently seeded at one time. Permanent stabilization within the wetland and stream buffers identified in the plans shall be initiated immediately following the completion of work. Final stabilization of these areas should not be delayed due to utility work to be performed by others.
4. Please note that this site is within the aboriginal homelands of several American Indian Tribes. If any cultural, archaeological or historical resources are unearthed during activities authorized by this permit, work in that area must be stopped immediately and the Corps, State Historic Preservation Office and/or Tribal Historic Preservation Office must be contacted for further instruction. The Corps will initiate the coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing on the National Register of Historic Places.

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5. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization.
6. A copy of this authorization must be present at the project site during all phases of construction.
7. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.
8. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions.
9. Work in the waterway should be timed to take place during low or no-flow conditions. Low flow conditions are flow at or below the normal water elevation.
10. The plan will be designed to allow for the conveyance of the 2-year peak flow past the work area without overtopping the cofferdam. The Corps has the discretion to reduce this requirement if documented by the applicant to be infeasible or unnecessary.
11. Water shall be isolated from the in-stream work area using a cofferdam constructed of non-erodible materials (steel sheets, aqua barriers, rip rap and geotextile liner, etc.). Earthen cofferdams are not permissible.
12. The cofferdam must be constructed from the upland area and no equipment may enter flowing water at any time. If the installation of the cofferdam cannot be completed from shore and access is needed to reach the area to be coffered, other measures, such as the construction of a causeway, will be necessary to ensure that equipment does not enter the water. Once the cofferdam is in place and the isolated area is dewatered, equipment may enter the coffered area to perform the required work.
13. If bypass pumping is necessary, the intake hose shall be placed on a stable surface or floated to prevent sediment from entering the hose. The bypass discharge shall be placed on a non-erodible, energy dissipating surface prior to rejoining the stream flow and shall not cause erosion. Filtering of bypass water is not necessary unless the bypass water has become sediment-laden as a result of the current construction activities.
14. During dewatering of the coffered work area, all sediment-laden water must be filtered to remove sediment. Possible options for sediment removal include baffle systems, anionic polymers systems, dewatering bags, or other appropriate methods. Water shall have sediment removed prior to being re-introduced to the downstream waterway. A stabilized conveyance from the dewatering device to the waterway must be identified in the plan. Discharge water is considered clean if it does not result in a visually identifiable degradation of water clarity.

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15. The portion of the side slope that is above the observed water elevation shall be stabilized as specified in the plans prior to accepting flows. The substrate and toe of slope that has been disturbed due to construction activities shall be restored to proposed or pre-construction conditions and fully stabilized prior to accepting flows.

This verification does not obviate the need to obtain all other required Federal, state, or local approvals before starting work. Please note that Section 401 Water Quality Certification has been issued by IEPA for this RP. If you have any questions regarding Section 401 certification, please contact Mr. Darin LeCrone at IEPA Division of Water Pollution Control, Permit Section #15, by telephone at (217) 782-0610.

Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Ms. Brielle Cummings of my staff by telephone at (312) 846-5545, or email at Brielle.K.Cummings@usace.army.mil.

Sincerely,

MCLAURIN.DIEDRA.L.123034036
RA.L.123034036
2

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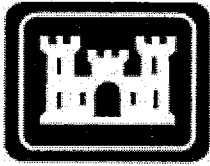
Diedra L. McLaurin
Team Leader, West Section
Regulatory Branch

Enclosures

Copy Furnished:

Illinois Department of Natural Resources/OWR (Bill Boyd)
Kane/DuPage SWCD (Patrick McPartlan) KSDWCD #:20e010
Village of Downers Grove (Kerry Behr, Julie Lomax)
Engineering Resource Associates (Nick Varchetto)

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**PERMIT COMPLIANCE
CERTIFICATION**

Permit Number: LRC-2020-150
Permittee: Jim Tock, Village of Downers Grove
Date: March 18, 2020

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of said permit and if applicable, compensatory wetland mitigation was completed in accordance with the approved mitigation plan.¹

PERMITTEE

DATE

Upon completion of the activity authorized by this permit and any mitigation required by the permit, this certification must be signed and returned to the following address:

U.S. Army Corps of Engineers
Chicago District, Regulatory Branch
231 South LaSalle Street, Suite 1500
Chicago, Illinois 60604-1437

Please note that your permitted activity is subject to compliance inspections by Corps of Engineers representatives. If you fail to comply with this permit, you may be subject to permit suspension, modification, or revocation.

¹ If compensatory mitigation was required as part of your authorization, you are certifying that the mitigation area has been graded and planted in accordance with the approved plan. You are acknowledging that the maintenance and monitoring period will begin after a site inspection by a Corps of Engineers representative or after thirty days of the Corps' receipt of this certification. You agree to comply with all permit terms and conditions, including additional reporting requirements, for the duration of the maintenance and monitoring period.



US Army Corps of Engineers®
Chicago District

**GENERAL CONDITIONS
APPLICABLE TO THE 2017
REGIONAL PERMIT PROGRAM**

The permittee must comply with the terms and conditions of the Regional Permits and the following general conditions for all activities authorized under the RPP:

1. State 401 Water Quality Certification - Water quality certification under Section 401 of the Clean Water Act may be required from the Illinois Environmental Protection Agency (IEPA). The District may consider water quality, among other factors, in determining whether to exercise discretionary authority and require an Individual Permit. Please note that Section 401 Water Quality Certification is a requirement for projects carried out in accordance with Section 404 of the Clean Water Act. Projects carried out in accordance with Section 10 of the Rivers and Harbors Act of 1899 do not require Section 401 Water Quality Certification

On February 16, 2017, the IEPA granted Section 401 certification, with conditions, for all Regional Permits, except for activities in certain waterways noted under RPs 4 and 8. The following conditions of the certification are hereby made conditions of the RPP:

1. The applicant must not cause:
 - a) a violation of applicable water quality standards of the Illinois Pollution Control Board Title 35, Subtitle C: Water Pollution Rules and Regulations;
 - b) water pollution defined and prohibited by the Illinois Environmental Protection Act;
 - c) interference with water use practices near public recreation areas or water supply intakes;
 - d) a violation of applicable provisions of the Illinois Environmental Protection Act.
2. The applicant must provide adequate planning and supervision during the project construction period for implementing construction methods, processes and cleanup procedures necessary to prevent water pollution and control erosion.
3. Except as allowed under condition 7, 9 and 10, any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all state statutes, regulations and permit requirements with no discharge to waters of the State unless a permit has been issued by the Illinois EPA. Any backfilling must be done with clean material and placed in a manner to prevent violation of applicable water quality standards.
4. All areas affected by construction must be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent erosion during construction shall be taken and may include the installation of staked straw bales, sedimentation basins and temporary mulching. All construction within the waterway shall be constructed during zero or low flow conditions. The applicant shall be responsible for obtaining a NPDES Storm Water Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of (1) one or more acres, total land area. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Illinois EPA's Division of Water Pollution Control, Permit Section.
5. The applicant shall implement erosion control measures consistent with the "Illinois Urban Manual" (IEPA/USDA, NRCS; 2016).
6. The applicant is advised that the following permits(s) must be obtained from the Illinois EPA: The applicant must obtain permits to construct sanitary sewers, water mains and related facilities prior to construction.
7. Backfill used in stream crossing trenches shall be predominantly sand or larger size material, with less than 20% passing a #230 U.S. sieve.
8. Any channel relocation shall be constructed under dry conditions and stabilized to prevent erosion prior to the diversion of flow.
9. Backfill used within trenches passing through surface waters of the State, except wetland areas, shall be clean course aggregate, gravel or other material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material may be used only if:
 - a) particle size analysis is conducted and demonstrates the material to be at least 80% sand or larger size material, using #230 U.S. sieve; or

- b) excavation and backfilling are done under dry conditions.
- 10. Backfill used within trenches passing through wetland areas shall consist of clean material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material shall be used to the extent practicable, with the upper six (6) to twelve (12) inches backfilled with the topsoil obtained during trench excavation.
- 11. Any applicant proposing activities in a mined area or previously mined area shall provide to the IEPA a written determination regarding the sediment and materials used which are considered "acid-producing material" as defined in 35 Il. Adm. Code, Subtitle D. If considered "acid-producing material," the applicant shall obtain a permit to construct pursuant to 35 Il. Adm. Code 404.101.
- 12. Asphalt, bituminous material and concrete with protruding material such as reinforcing bar or mesh shall not be 1) used for backfill, 2) placed on shorelines/stream banks, or 3) placed in waters of the State.
- 13. Applicants that use site dewatering techniques in order to perform work in waterways for construction activities approved under Regional Permits 1 (Residential, Commercial and Institutional Developments), 2 (Recreation Projects), 3 (Transportation Projects), 7 (Temporary Construction Activities), 9 (Maintenance), or 12 (Bridge Scour Protection) shall maintain flow in the stream during such construction activity by utilizing dam and pumping, fluming, culverts or other such techniques.
- 14. In addition to any action required of the Regional Permit 13 (Cleanup of Toxic and Hazardous Materials Projects) with respect to the "Notification" General Condition 23, the applicant shall notify the Illinois EPA Bureau of Water, of the specific activity. This notification must include information concerning the orders and approvals that have been or will be obtained from the Illinois EPA Bureau of Land (BOL) for all cleanup activities under BOL jurisdiction, or for which authorization or approval is sought from BOL for no further remediation. This Regional Permit is not valid for activities that do not require or will not receive authorization or approval from the BOL.
- 15. The applicant shall implement Best Management Practices (BMPs) to protect water quality, preserve natural hydrology and minimize the overall impacts to aquatic resources during and after construction. If the project involves a water with an approved Total Maximum Daily Load (TMDL) allocation for any parameter, measures which ensure consistency with the assumption and requirements of the TMDL shall be included. TMDL program information and water listings are available at <http://www.epa.illinois.gov/topics/water-quality/watershed-management/tmdls/index>. If the project involves and impaired water listed on the Illinois Environmental Protection Agency's Section 303(d) list for suspended solids, turbidity, or siltation, measures designed for at least a 25-year, 24-hour rainfall event shall be incorporated. Impaired waters are identified at <http://www.epa.illinois.gov/topics/water-quality/watershed-management/tmdls/303d-list/index>.
- 16. Earthen granular fill used for construction of temporary structures in waters of the State shall have less than 20% passing a #230 U.S. sieve.
- 17. The use of directional drilling to install utility pipelines below surface waters of the State is hereby certified provided that:
 - a) All pits and other construction necessary for the directional drilling process are located outside of surface waters of the State;
 - b) All drilling fluids shall be adequately contained such that they cannot cause a discharge to surface waters of the State. Such fluids shall be managed such that they are not discharged to waters of the State and disposed of appropriately in accordance with the regulations at 35 Il. Adm. Code Subtitle G.
 - c) Erosion and sediment control is provided with Conditions 2, 4, and 5.

2. Illinois Coastal Management Program - Any non-federal entity applying to the Corps for an Individual Permit or a Letter of Permission for a project located within the boundary of the Illinois Coastal Management Program (ICMP), including waters of Lake Michigan, is required to submit a Federal Consistency Determination confirmation from the Illinois Coastal Management Program as part of the permit review process.

On February 18, 2017, the Illinois Department of Natural Resources, Coastal Management Program granted the Federal Consistent Determination for the Regional Permit Program. This determination is confirmation that the activities covered under the Regional Permit Program are consistent with the policies of the ICMP.

PDF maps of the Illinois Coastal Management Program's Zone Boundaries can be found at the bottom of the page at www.dnr.illinois.gov/cmp/Pages/boundaries.aspx and instructions on requesting an ICMP Federal Consistency Determination can be found at www.dnr.illinois.gov/cmp/Documents/ICMPFederalConsistencyReviewProcedures.pdf.

3. Threatened and Endangered Species –

- a) For applications where a Federal agency other than the District is designated as the lead agency, the designated lead agency shall follow agency specific procedures for complying with the requirements of Section 7 of the Endangered Species Act of 1973 (Act). Federal permittees must provide the District with the following documentation to demonstrate compliance with those requirements: the species list, your effects determination for each species, and the rationale for your effects determination for each species.
- b) For non-Federal permittees, if the District determines that the activity may affect Federally listed species or critical habitat, the District must initiate section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) in accordance with the Endangered Species Act of 1973, as amended (Act). Applicants must provide additional information that would enable the District to conclude that the proposed action will have no effect on Federally listed species.

The application packet must indicate whether resources (species, their suitable habitats, or critical habitat) listed or designated under the Act, may be present within areas affected (directly or indirectly) by the proposed project. Applicants must provide a section 7 species list for the action area using the on-line process at the USFWS website. You can access "U.S. Fish and Wildlife Service Endangered Species Program of the Upper Midwest" website at www.fws.gov/midwest/Endangered. Click on the section 7 Technical Assistance green shaded box in the lower right portion of the screen and follow the instructions to completion. Review all documentation pertaining to the species list and provide your effects determination for each species along with the rationale for your effects determination for each species to this office for review.

If no species, their suitable habitats, or critical habitats are listed, then a "no effect" determination can be made, and section 7 consultation is not warranted. If species or critical habitat appear on the list or suitable habitat is present within the action area, then a biological assessment or biological evaluation will need to be completed to determine if the proposed action will have "no effect" or "may affect" the species or suitable habitat. The District must request initiation of section 7 consultation with the USFWS upon agreement with the applicant on the effect determinations in the biological assessment or biological evaluation.

If the issues are not resolved, the analysis of the situation is complicated, or impacts to listed species or critical habitat are found to be greater than minimal, the District will consider reviewing the project under the Individual Permit process.

Projects in Will, DuPage, or Cook Counties that are located in the recharge zones for Hine's emerald dragonfly critical habitat units may be reviewed under the RPP, with careful consideration due to the potential impacts to the species. All projects reviewed that are located within 3.25 miles of a critical habitat unit will be reviewed under Category II of the RPP. Please visit the following website for the locations of the Hine's emerald dragonfly critical habitat units in Illinois. www.fws.gov/midwest/endangered/insects/hed/FRHinesFinalRevisedCH.html

- 4. Historic Properties - In cases where the District determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity may require an Individual Permit. A determination of whether the activity may be authorized under the RPP instead of an Individual Permit will not be made until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

Federal permittees designated as the lead agency shall follow agency specific procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the District with the appropriate documentation to demonstrate compliance with those requirements.

Non-Federal permittees must include notification to the District if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the permit application must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)).

When reviewing permit submittals, the District will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. Based on the information submitted and these efforts, the District will determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the District,

the non-Federal applicant must not begin the activity until notified by the District either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

The District must take into account the effects on such properties in accordance with 33 CFR Part 325, Appendix C, and 36 CFR 800. If all issues pertaining to historic properties have been resolved through the consultation process to the satisfaction of the District, Illinois State Historic Preservation Officer (SHPO) and Advisory Council on Historic Preservation, the District may, at its discretion, authorize the activity under the RPP.

Applicants are encouraged to obtain information on historic properties from the SHPO and the National Register of Historic Places at the earliest stages of project planning. For information, contact:

Illinois State Historic Preservation Office
 Illinois Department of Natural Resources
 Attn: Review & Compliance
 Old State Capital
 1 Natural Resources Way
 Springfield, IL 62702
 (217) 782-4836
<https://www2.illinois.gov/dnrhistoric/Pages/default.aspx>

If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity, you must immediately notify this office of what you have found, and to the maximum extent practicable, stop activities that would adversely affect those remains and artifacts until the required coordination has been completed. The District will initiate the Federal, Tribal and State coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

5. Soil Erosion and Sediment Control - Measures must be taken to control soil erosion and sedimentation at the project site to ensure that sediment is not transported to waters of the U.S. during construction. Soil erosion and sediment control measures must be implemented before initiating any clearing, grading, excavating or filling activities. All temporary and permanent soil erosion and sediment control measures must be maintained throughout the construction period and until the site is stabilized. All exposed soil and other fills, and any work below the ordinary high water mark must be permanently stabilized at the earliest practicable date.

Applicants are required to prepare a soil erosion and sediment control (SESC) plan including temporary best management practices (BMPs) to be implemented during construction. It is recommended that the plan be designed in accordance with the Illinois Urban Manual, current edition (www.aiswcd.org/illinois-urban-manual). Practice standards and specifications for measures outlined in the soil erosion and sediment control plans should follow the latest edition of the "Illinois Urban Manual: A Technical Manual Designed for Urban Ecosystem Protection and Enhancement." Additional SESC measures not identified in the Illinois Urban Manual may also be utilized upon District approval.

At the District's discretion, an applicant may be required to submit the SESC plan to the local Soil and Water Conservation District (SWCD) or the Lake County Stormwater Management Commission (SMC) for review. When the District requires submission of an SESC plan, the following applies: An activity may not commence until the SESC plan for the project site has been approved; The SWCD/SMC will review the plan and provide a written evaluation of its adequacy; A SESC plan is considered acceptable when the SWCD/SMC has determined that it meets technical standards. Once a determination has been made, the authorized work may commence unless the SWCD/SMC has requested that they be notified prior to commencement of the approved plans. The SWCD/SMC may elect to attend pre-construction meetings with the permittee and conduct inspections during construction to determine compliance with the plans. Applicants are encouraged to begin coordinating with the appropriate SWCD/SMC office at the earliest stages of project planning. For information, contact:

Kane-DuPage SWCD
 2315 Dean Street, Suite 100
 St. Charles, IL 60174
 (630) 584-7960 ext.3
www.kanedupageswcd.org

Lake County SMC
 500 W. Winchester Rd, Suite 201
 Libertyville, IL 60048
 (847) 377-7700
www.lakecountyyil.gov/stormwater

McHenry-Lake County SWCD
 1648 South Eastwood Dr.
 Woodstock, IL 60098
 (815) 338-0099 ext.3
www.mchenryswcd.org

North Cook SWCD
 640 Cosman Rd
 Elk Grove Village, IL 60007

Will/South Cook SWCD
 1201 S. Gougar Rd
 New Lenox, IL 60451

(847) 885-8830
www.northcookswcd.org

(815) 462-3106
www.will-scookswcd.org

6. Total Maximum Daily Load - For projects that include a discharge of pollutant(s) to waters for which there is an approved Total Maximum Daily Load (TMDL) allocation for any parameter, the applicant must develop plans and BMPs that are consistent with the assumptions and requirements in the approved TMDL. The applicant must incorporate into their plans and BMPs any conditions applicable to their discharges necessary for consistency with the assumptions and requirements of the TMDL within any timeframes established in the TMDL. The applicant must carefully document the justifications for all BMPs and plans, and install, implement and maintain practices and BMPs that are consistent with all relevant TMDL allocations and with all relevant conditions in an implementation plan. Information regarding the TMDL program, including approved TMDL allocations, can be found at the following website: www.epa.state.il.us/water/tmdl/

7. Floodplain - Discharges of dredged or fill material into waters of the United States within the 100-year floodplain (as defined by the Federal Emergency Management Agency) resulting in permanent above-grade fills must be avoided and minimized to the maximum extent practicable. When such an above-grade fill would occur, the applicant may need to obtain approval from the Illinois Department of Natural Resources, Office of Water Resources, (IDNR-OWR) which regulates activities affecting the floodway and the local governing agency (e.g., Village or County) with jurisdiction over activities in the floodplain. Compensatory storage may be required for fill within the floodplain. Applicants are encouraged to obtain information from the IDNR-OWR and the local governing agency with jurisdiction at the earliest stages of project planning. For information on floodway construction, contact:

IDNR/OWR
2050 Stearns Road
Bartlett, IL 60103
(847) 608-3100
www.dnr.illinois.gov/WaterResources/

For information on floodplain construction, please contact the local government and/or the Federal Emergency Management Agency. Pursuant to 33 CFR 320.4(j), the District will consider the likelihood of the applicant obtaining approval for above-ground permanent fills in floodplains in determining whether to issue authorization under the RPP.

8. Navigation - Regulated activities may not cause more than a minimal adverse effect on navigation. Safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities within navigable waters of the United States. The permittee understands and agrees that if future operations by the United States require the removal, relocation, or other alteration of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work will cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim will be made against the United States on account of any such removal or alteration.

9. Proper Maintenance - Authorized structures or fill must be properly maintained, including that necessary to ensure public safety.

10. Aquatic Life Movements - Regulated activities may not substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including species that normally migrate through the area, unless the activity's primary purpose is to impound water.

11. Equipment - Soil disturbance and compaction in regulated areas must be minimized through the use of low ground pressure equipment, matting for heavy equipment, or other measures as approved by the District.

12. Wild and Scenic Rivers - Regulated activities may not occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in an official study status. Information on Wild and Scenic Rivers may be obtained from the appropriate land management agency in the area, such as the National Park Service and the U.S. Forest Service.

13. Tribal Rights - Regulated activities or their operation may not impair reserved Tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

14. Water Supply Intakes - Discharges of dredged or fill material may not occur in the proximity of a public water supply intake except where the discharge is for repair of the public water supply intake structures or adjacent bank stabilization.
 15. Shellfish Production - Discharges of dredged or fill material may not occur in areas of concentrated shellfish production.
 16. Suitable Material - Discharges of dredged or fill material may not consist of unsuitable material. Material discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act). Unsuitable material includes trash, debris, vehicle parts, asphalt, and creosote treated wood.
 17. Spawning Areas - Discharges in spawning areas during spawning seasons must be avoided to the maximum extent practicable.
 18. Obstruction of High Flows - Discharges must not permanently restrict or impede the passage of normal or expected high flows. All crossings must be culverted, bridged or otherwise designed to prevent the restriction of expected high water flows and designed so as not to impede low water flows or the movement of aquatic organisms.
 19. Impacts From Impoundments - If the discharge creates an impoundment of water, adverse impacts on aquatic resources caused by the accelerated passage of water and/or the restriction of its flow must be avoided to the maximum extent practicable.
 20. Waterfowl Breeding Areas - Discharges into breeding areas utilized by migratory waterfowl must be avoided to the maximum extent practicable.
 21. Removal of Temporary Fills - Temporary fill material must be removed in its entirety and the affected area returned to pre-existing condition.
 22. Mitigation - All appropriate and practicable steps must first be taken to avoid and minimize impacts to aquatic resources. For unavoidable impacts, compensatory mitigation is required to replace the loss of wetland, stream, and/or other aquatic resource functions (33 CFR 332). The proposed compensatory mitigation must utilize a watershed approach and fully consider the ecological needs of the watershed. Where an appropriate watershed plan is available, mitigation site selection should consider recommendations in the plan. The applicant must describe in detail how the mitigation site was chosen and will be developed, and be based on the specific resource need of the impacted watershed. Permit applicants are responsible for proposing an appropriate compensatory mitigation option to offset unavoidable impacts. However, the District is responsible for determining the appropriate form and amount of compensatory mitigation required when evaluating compensatory mitigation options and determining the type of mitigation that would be environmentally preferable. In making this determination, the District will assess the likelihood for ecological success and sustainability, the location of the compensation site relative to the impact site, and their significance within the watershed. Methods of providing compensatory mitigation include aquatic resource restoration, establishment, enhancement, and in certain circumstances, preservation. Compensatory mitigation will be accomplished by establishing a minimum ratio of 1.5 acres of mitigation for every 1.0 acre of impact to waters of the U.S. Furthermore, the District has the discretion to require additional mitigation to ensure that the impacts are no more than minimal. Further information is available at www.lrc.usace.army.mil/Missions/Regulatory/Illinois/Mitigation.aspx.
 23. Notification - The applicant must provide written notification (i.e., a complete application) for a proposed activity to be verified under the RPP prior to commencing a proposed activity. The District's receipt of the complete application is the date when the District receives all required notification information from the applicant (see below). If the District informs the applicant within 60 calendar days that the notification is incomplete (i.e., not a complete application), the applicant must submit to the District, in writing, the requested information to be considered for review under the Regional Permit Program. A new 60 day review period will commence when the District receives the requested information. Applications that involve unauthorized activities that are completed or partially completed by the applicant are not subject to the 60-day review period. Applications may be either sent to ChicagoRequests@usace.army.mil or mailed to our office: USACE Regulatory Branch, 231 South LaSalle Street, Suite 1500, Chicago, Illinois 60604.
- For all activities, notification must include:
- a. A detailed narrative of the proposed activity describing all work to be performed, a clear project purpose and need statement, the Regional Permit(s) to be used for the activity, the area (in acres) of permanent and temporary fills proposed in each water of the U.S., and a statement that the terms and conditions of the RPP will be followed. For projects with impacts to multiple aquatic resources, provide a table identifying impact types and amounts.

- b. A completed joint application form for Illinois signed by the applicant or agent. The application form is available at www.lrc.usace.army.mil/Portals/36/docs/regulatory/forms/appform.pdf. If the applicant does not sign the joint application form, notification must include a signed, written statement from the applicant designating the agent as their representative.
- c. A delineation of waters of the U.S., including wetlands, for the project area, and for areas adjacent to the project site (off-site wetlands must be identified through the use of reference materials including review of local wetland inventories, soil surveys, and the most recent available aerial photography), must be prepared in accordance with the current U.S. Army Corps of Engineers methodology (www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/reg_supp.aspx) and generally conducted during the growing season.* The District's wetland delineation standards are available at www.lrc.usace.army.mil/Portals/36/docs/regulatory/pdf/Delineations.pdf. For sites supporting wetlands, the delineation must include a Floristic Quality Assessment (Swink and Wilhelm. 1994, latest edition, Plants of the Chicago Region). The delineation must also include information on the occurrence of any high-quality aquatic resources (see Appendix A), and a listing of waterfowl, reptile and amphibian species observed while at the project area. The District reserves the right to exercise judgment when reviewing submitted wetland delineations. Flexibility of these requirements may be allowed by the District on a case-by-case basis only.
- d. A street map showing the location of the project area.
- e. Latitude and longitude for the project in decimal degrees format (for example 41.878639N, -87.631212W).
- f. Preliminary engineering drawings sized 11" by 17" (full-sized may be requested by the project manager) showing all aspects of the proposed activity and the location of waters of the U.S. to be impacted and not impacted. The plans must include grading contours, proposed and existing structures such as buildings footprints, roadways, road crossings, stormwater management facilities, utilities, construction access areas and details of water conveyance structures. The plans must also depict buffer areas, outlots or open space designations, best management practices, deed restricted areas and restoration areas, if required under the specific RP.
- g. Submittal of soil erosion and sediment control (SESC) plans that identify all SESC measures to be utilized during construction of the project.
- h. A determination whether resources (species, their suitable habitats, or critical habitat) listed or designated under the Endangered Species Act of 1973, as amended, may be present within areas affected (directly or indirectly) by the proposed project. Applicants must provide a section 7 species list for the action area using the on-line process at the USFWS website. You can access "U.S. Fish and Wildlife Service Endangered Species Program of the Upper Midwest" website at www.fws.gov/midwest/Endangered. Click on the section 7 Technical Assistance green shaded box in the lower right portion of the screen and follow the instructions to completion. Review all documentation pertaining to the species list and provide your effects determination for each species along with the rationale for your effects determination for each species to this office for review.

In the event there are no species, their suitable habitats, or critical habitats within areas affected (directly or indirectly) by the proposed project, then a "no effect" determination can be made and section 7 consultation is not warranted. If species or critical habitat appear on the list, or suitable habitat is present within the action area, then a biological assessment or biological evaluation will need to be completed to determine if the proposed action will have a "no effect" or a "may affect" determination on the species or suitable habitat. The District will request initiation of section 7 consultation with the USFWS upon agreement with the applicant on the effects determinations in the biological assessment or biological evaluation. If the issues are not resolved, the analysis of the situation is complicated, or impacts to listed species or critical habitat are found to be greater than minimal, the District will consider reviewing the project under the Individual Permit process.
- i. A determination of the presence or absence of any State threatened or endangered species. Please contact the Illinois Department of Natural Resources (IDNR) to determine if any State threatened and endangered species could be in the project area. You can access the IDNR's Ecological Compliance Assessment Tool (EcoCAT) at the following website: dnr.illinois.gov/EcoPublic/. For the first general information question, select "To obtain information on Illinois T&E species or INAI sites for federal agency actions" and select "U.S. Army Corps of Engineers" from the drop down

* If a wetland delineation is conducted outside of the growing season, the District will determine on a case-by-case basis whether sufficient evidence is available to make an accurate determination. If the District finds that the delineation lacks sufficient evidence, the application will not be considered complete until the information is provided. This may involve re-delineating the project site during the growing season.

menu. Once the EcoCAT and consultation process is complete, forward all resulting information to this office for consideration. The report must also include recommended methods as required by the IDNR for minimizing potential adverse effects of the project.

- j. A statement about the knowledge of the presence or absence of historic properties, which includes properties listed, or properties eligible to be listed in the National Register of Historic Places. The permittee must provide all pertinent correspondence documenting compliance. Initial documentation required for the Illinois State Historic Preservation Officer (ILSHPO) is located here: <https://www2.illinois.gov/dnrhistoric/preserve/pages/resource-protection.aspx>. The Historic and Architectural Resources Geographic Information System (HARGIS) at <http://gis.hpa.state.il.us/hargis/> is the public portal to Illinois' historic buildings, structures, sites, objects, and districts. This database contains properties that have been listed in the National Register of Historic Places, determined eligible for listing, or surveyed without a determination.
- k. Where an appropriate watershed plan is available, the applicant must address in writing how the proposed activity is aligned with the relevant water quality, hydrologic, and aquatic resource protection recommendations in the watershed plan. A list of watershed plans is available at www.lrc.usace.army.mil/Missions/Regulatory/Illinois/WatershedPlans.aspx.
- l. A discussion of measures taken to avoid and/or minimize impacts to aquatic resources on the project site.
- m. A compensatory mitigation plan for all impacts to waters of the U.S. (if compensatory mitigation is required under the specific RP) in compliance with 33 CFR 332.
- n. A written narrative individually addressing each of the items listed under the specific RP(s) being requested.

For Category II activities, the District will provide an Agency Request for Comments (ARC) which describes the proposed activity. The ARC will be sent to interested Federal, state and local agencies, and appropriate Indian Tribes for review and comment. Additional entities may also be notified as needed. Agencies have ten (10) calendar days from the date of the ARC to contact the District and either provide comments or request an extension, not to exceed fifteen (15) calendar days. The Illinois Historic Preservation Agency and Indian Tribes have thirty (30) calendar days from the date of the ARC to provide comments. The District will fully consider agency comments received within the specified time frame. If the District determines that the activity complies with the terms and conditions of the RPP and impacts on aquatic resources are minimal, the District will notify the applicant in writing and include special conditions if deemed necessary. If the District determines the impacts of the proposed activity are more than minimal, the District will notify the applicant that the project does not qualify for authorization under the RPP and instruct the applicant on the procedures to seek authorization under an Individual Permit.

24. Compliance Certification - Any permittee who has received authorization under the RPP from the District must submit a signed certification stating that the authorized work has been completed. The certification will be forwarded by the District with the authorization letter and will include: a) a statement that the authorized work was done in accordance with the District's authorization, including any general or specific conditions; b) a statement that any required mitigation was completed in accordance with the permit conditions, and; c) the signature of the permittee certifying the completion of the work and mitigation.

25. Multiple use of Regional Permits - In any case where a Regional Permit is combined with any other Regional Permit to cover a single and complete project (except where prohibited under specific Regional Permits), the applicant must notify the District in accordance with General Condition 23. If multiple Regional Permits are used, the total impact may not exceed the maximum allowed by the Regional Permit with the greatest impact threshold.

26. Other Restrictions - Authorization under the RPP does not obviate the need to obtain other Federal, State or local permits, approvals, or authorizations required by law nor does it grant any property rights or exclusive privileges, authorize any injury to the property or rights of others or authorize interference with any existing or proposed Federal project.

Approved by:

//ORIGINAL SIGNED/

Christopher T. Drew
Colonel, U.S. Army
District Commander

March 23, 2017

Date



RE: Bonding Limits for A. Lamp Concrete Contractors, Inc.

To Whom It May Concern:

Please be advised that The Hanover Insurance Company of Worcester, MA has had the continuing privilege of providing bonding support to A. Lamp Concrete Contractors, Inc. of Schaumburg, IL. The Hanover Insurance Company has a Best Insurance Guide rating of A XV. We currently have a bonding line established with single limitations of \$30,000,000 and aggregate limitation of \$75,000,000. **By no means do these limits constitute maximums, as we will consider larger projects at the time a request is submitted to our company.**

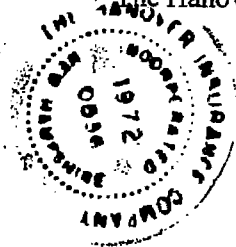
Should A. Lamp Concrete Contractors, Inc. become low bidder on any project, The Hanover Insurance Company will provide the necessary performance and payment bonds upon favorable review of the contract documents and current underwriting documents.

We hold A. Lamp Concrete Contractors, Inc. in the highest regard and look forward to providing any further assistance that may be necessary. Please feel free to contact us with any questions or comments at (800) 264-1634.

Sincerely,

A handwritten signature in dark ink, appearing to read "Tom Chambers", is written over a horizontal line.

Thomas O. Chambers
Attorney-in-Fact
The Hanover Insurance Company



MEMBER

2626 49th Drive, Franksville, WI 53126
PHONE: 262.835.9576 or 800.264.1634
FAX: 262.835.9649
WEBSITE: www.shorewestsurety.com



Per your requirements, A Lamp Concrete Contractors Inc. is an insurable corporation and currently has active policies with our firm. COUNTRY Financial has been in business over 90+ years and has continued to achieve an A+ rating consistently by Superior AM Best. Enclosed is a sample COI with the current policy limits. If you have any additional questions, please call me.

Sincerely,

A handwritten signature in dark ink, appearing to read "E. Miller", written in a cursive style.

Eric Miller

Insurance & Financial Advisor

630-836-0845

Eric.Miller@CountryFinancial.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2020

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 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
ERIC MILLER (19911)
28369 DAVIS PKWY
STE 405
WARRENVILLE, IL 60555-0000

CONTACT
NAME: ERIC MILLER
PHONE
(A/C, No, Ext): 630-836-0845 **FAX**
(A/C, No): 630-836-0995
E-MAIL
ADDRESS: ERIC.MILLER@COUNTRYFINANCIAL.COM

INSURED 2971527
A LAMP CONCRETE CONTRACTORS INC
1900 WRIGHT BLVD
SCHAUMBURG, IL 60193

INSURER(S) AFFORDING COVERAGE
INSURER A: COUNTRY Mutual Insurance Company **NAIC #** 20990
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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"/> PROJECT <input type="checkbox"/> LOC	✓	✓	AB9277522	2/20/2020	2/20/2021	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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	✓		AV9277517	2/20/2020	2/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	✓	N/A	AW9277515	2/20/2020	2/20/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2020

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
NFP Prop & Casualty Serv Inc.
500 West Madison Street
Suite 2700
Chicago IL 60661

CONTACT
NAME:
PHONE
(A/C, No, Ext): 312-630-0800 FAX
(A/C, No): 312-630-0833
E-MAIL
ADDRESS:

INSURED
A Lamp Concrete Contractors Inc.
1900 Wright Blvd
Schaumburg IL 60193

ALAMPCO-01

INSURER(S) AFFORDING COVERAGE

INSURER A:	NAIC #
Scottsdale Indemnity Company	15580
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 354471207

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	XLS0113196	2/20/2020	2/20/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Policies Follow Form --Additional Insured Status Provided by Country Mutual Insurance Company

CERTIFICATE HOLDER

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



Affidavit of Availability
For the Letting of 07/31/20

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

Part I. Work Under Contract

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

	1	2	3	4	5	
Contract Number	61E17					
Contract With	IDOT	SD U46	Woodstock	St Charles	Villa Park	
Estimated Completion Date	75 Working Days	7/27/2020	11/15/2019	10/23/2020	150 Working Days	
Total Contract Price	\$2,639,770.91	\$408,342.00	\$ 1,739,923.92	\$ 1,754,213.35	\$ 2,434,983.80	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 655,091.72	\$ 32,500.00	\$ 2,500.00	\$ 1,467,839.35	\$ 608,578.50	\$ 2,766,509.57
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work						\$ 2,766,509.57

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

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

						Accumulated Totals
Earthwork	\$60,000.00		\$0.00	\$130,011.00	\$30,000.00	\$ 220,011.00
Portland Cement Concrete Paving	\$ -					\$ -
HMA Plant Mix		\$ -				\$ -
HMA Paving	\$130,061.02			\$127,341.35	\$298,561.00	\$ 555,963.37
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces	\$47,889.50	\$0.00		\$28,605.00	\$30,000.00	\$ 106,494.50
Highway, R.R. & Water Structures						\$ -
Drainage	\$3,500.00	\$0.00		\$522,156.00	\$15,000.00	\$ 540,656.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$144,506.50		\$0.00	\$86,808.00	\$150,000.00	\$ 381,314.50
Landscaping	\$121,889.95			\$55,728.00	\$57,440.00	\$ 235,057.95
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing	\$5,980.00					\$ 5,980.00
Cold Milling, Planning & Rotomilling	\$ -		\$0.00	\$4,590.00		\$ 4,590.00
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$30,000.00	\$2,500.00	\$2,500.00	\$150,000.00	\$20,000.00	\$ 205,000.00
						\$ -
Totals	\$ 543,826.97	\$ 2,500.00	\$ 2,500.00	\$ 1,105,239.35	\$ 601,001.00	\$ 2,255,067.32

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	5
Subcontractor					
Type of Work	Directional Boring	Fencing	HMA Paving	Directional Drilling	Layout
Subcontract Price	\$85,025.00	\$38,685.00	\$867,265.07	\$232,309.00	\$12,000.00
Amount Uncompleted	\$0.00	\$30,000.00	\$0.00	\$20,000.00	\$0.00
Subcontractor					
Type of Work	Electrical	Layout/Engineering	Pavement Marking	Layout	Pavement Marking
Subcontract Price	\$6,625.00	\$26,800.00	\$24,522.60	\$20,000.00	\$5,077.50
Amount Uncompleted	\$3,500.00	\$0.00	\$0.00	\$10,000.00	\$5,077.50
Subcontractor					
Type of Work	Fencing	Televising	Pulverization	Pipe Bursing	Site Video
Subcontract Price	\$118,792.00	\$1,540.00	\$242,969.50	\$326,100.00	\$1,000.00
Amount Uncompleted	\$90,000.00	\$0.00	\$0.00	\$326,100.00	\$0.00
Subcontractor					
Type of Work	Layout			Tree Care	Tree Care
Subcontract Price	\$12,000.00			\$11,565.00	\$4,478.00
Amount Uncompleted	\$9,000.00			\$6,500.00	\$2,500.00
Subcontractor					
Type of Work	Pavement Marking				
Subcontract Price	\$3,764.75				
Amount Uncompleted	\$3,764.75				
Subcontractor					
Type of Work	Structural Concrete				
Subcontract Price	\$ 430,850.25				
Amount Uncompleted	\$ -		\$ -	\$ -	
Subcontractor					
Type of Work	Tree Care				
Subcontract Price	\$36,890.80				
Amount Uncompleted	\$5,000.00		\$ -	\$ -	\$ -
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted	\$ -				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted	\$ -				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted	\$ -				



Affidavit of Availability
For the Letting of 07/31/20

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**

	6	7	8	9	10	
Contract Number		61G35				
Contract With	Hoffman Estates	IDOT	CCDoTH	Niles	LaGrange Park	
Estimated Completion Date	11/20/2020	7/31/2021	9/18/2020	11/2/2020	10/1/2020	
Total Contract Price	\$ 6,157,250.80	\$3,089,999.80	\$ 6,544,212.81	\$ 1,069,762.12	\$ 1,214,432.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 3,653,247.31	\$ 3,089,999.80	\$ 4,309,267.95	\$ 1,069,762.12	\$ 357,295.00	\$ 12,479,572.18
Uncompleted Dollar Value if Firm is the Subcontractor		\$ -				\$ -
Total Value of All Work						\$ 12,479,572.18

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	\$400,000.00	\$398,102.00	\$300,000.00	\$64,416.30	\$12,350.00	\$ 1,174,868.30
Portland Cement Concrete Paving		\$710,765.00			\$ -	\$ 710,765.00
HMA Plant Mix						\$ -
HMA Paving	\$1,400,000.00	\$64,952.00	\$1,200,000.00	\$347,882.27	\$105,850.00	\$ 3,118,684.27
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces	\$90,000.00	\$148,800.00	\$81,355.00	\$16,710.00	\$2,400.00	\$ 339,265.00
Highway, R.R. & Water Structures		\$ -				\$ -
Drainage	\$200,000.00	\$717,540.00	\$11,400.00	\$73,635.00	\$50,000.00	\$ 1,052,575.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$980,000.00	\$187,920.00	\$1,150,000.00	\$337,617.25	\$119,725.00	\$ 2,775,262.25
Landscaping	\$100,000.00	\$28,069.00		\$3,515.00	\$29,550.00	\$ 161,134.00
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing	\$750.00	\$21,366.00	\$10,450.00	\$1,540.00		\$ 34,106.00
Cold Milling, Planning & Rotomilling	\$220,000.00	\$820.00	\$150,000.00	\$89,005.00	\$1,600.00	\$ 461,425.00
Demolition		\$ -				\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$220,000.00	\$386,637.75	\$475,000.00	\$82,813.80	\$30,000.00	\$ 1,194,451.55
						\$ -
Totals	\$ 3,610,750.00	\$ 2,664,971.75	\$ 3,378,205.00	\$ 1,017,134.62	\$ 351,475.00	\$ 11,022,536.37

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.

	6	7	8	9	10
Subcontractor					
Type of Work	Pavement Marking	Electrical	Diamond Grinding	Irrigation	Pavement Marking
Subcontract Price	\$32,497.31	\$387,471.05	\$129,712.50	\$2,850.00	\$5,320.00
Amount Uncompleted	\$32,497.31	\$387,471.05	\$129,712.50	\$2,850.00	\$5,320.00
Subcontractor					
Type of Work	Tree Care	Guardrail	Electrical	Layout	Tree Care
Subcontract Price	\$16,400.00	\$8,587.50	\$287,232.55	\$17,050.00	\$500.00
Amount Uncompleted	\$10,000.00	\$8,587.50	\$200,000.00	\$17,050.00	\$500.00
Subcontractor					
Type of Work		Pavement Marking	Guardrail	Pavement Marking	
Subcontract Price		\$9,354.50	\$25,803.00	\$32,347.50	
Amount Uncompleted		\$9,354.50	\$25,803.00	\$32,347.50	
Subcontractor					
Type of Work		Environmental	Landscaping	Tree Care	
Subcontract Price		\$19,615.00	\$85,449.65	\$380.00	
Amount Uncompleted		\$19,615.00	\$85,449.65	\$380.00	
Subcontractor					
Type of Work			Layout		
Subcontract Price			\$38,500.00		
Amount Uncompleted			\$25,000.00		
Subcontractor					
Type of Work			Pavement Marking		
Subcontract Price			\$139,639.80		
Amount Uncompleted			\$139,639.80		
Subcontractor					
Type of Work			Underground		
Subcontract Price			\$140,455.00		
Amount Uncompleted			\$60,000.00		
Subcontractor					
Type of Work			Structural Concrete		
Subcontract Price			\$265,458.00		
Amount Uncompleted			\$265,458.00		
Total Uncompleted	\$ 42,497.31	\$ 425,028.05	\$ 931,062.95	\$ 52,627.50	\$ 5,820.00
Totals	\$ 48,897.31	\$ 425,028.05	\$ 1,112,250.50	\$ 52,627.50	\$ 5,820.00



Affidavit of Availability
For the Letting of 07/31/20

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Part I. Work Under Contract

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

	11	12	13	14	15	
Contract Number				61G42		
Contract With	River Forest	Clarendon Hills	Deerfield	IDOT	Avoca SD 37	
Estimated Completion Date	45 Calendar Days	6/15/2020	9/4/2020	9/30/2021	8/7/2020	
Total Contract Price	\$ 189,362.00	\$ 598,520.00	\$ 1,924,962.30	\$ 9,504,078.67	\$ 802,218.50	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 189,362.00	\$ 32,350.00	\$ -	\$ 9,504,078.67	\$ 228,600.00	\$ 9,954,390.67
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work						\$ 9,954,390.67

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	\$38,785.00			\$1,210,945.15	\$20,000.00	\$ 1,269,730.15
Portland Cement Concrete Paving						\$ -
HMA Plant Mix						\$ -
HMA Paving	\$450.00			\$1,263,569.91	\$120,000.00	\$ 1,384,019.91
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces	\$9,900.00			\$360,356.50	\$15,000.00	\$ 385,256.50
Highway, R.R. & Water Structures						\$ -
Drainage	\$40,615.00			\$2,901,632.00	\$0.00	\$ 2,942,247.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$63,375.00		\$0.00	\$908,753.00	\$15,000.00	\$ 987,128.00
Landscaping	\$1,880.00				\$27,000.00	\$ 28,880.00
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing					\$5,600.00	\$ 5,600.00
Cold Milling, Planning & Rotomilling			\$0.00	\$32,759.75		\$ 32,759.75
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$13,000.00	\$2,500.00		\$759,488.00	\$10,000.00	\$ 784,988.00
						\$ -
Totals	\$ 168,005.00	\$ 2,500.00	\$ -	\$ 7,437,504.31	\$ 212,600.00	\$ 7,820,609.31

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Part III. Work Subcontracted to Others

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

	11	12	13	14	15
Subcontractor					
Type of Work	Brick Paving	Brick Paving	HMA Paving	Brick Paving	Electrical
Subcontract Price	\$16,357.00	\$59,600.00	\$294,598.25	\$94,757.00	\$34,300.00
Amount Uncompleted	\$16,357.00	\$0.00	\$0.00	\$94,757.00	\$10,000.00
Subcontractor					
Type of Work	Layout	Electrical	Layout	Sewer Lining	Layout
Subcontract Price	\$5,000.00	\$75,900.00	\$22,000.00	\$110,081.25	\$5,000.00
Amount Uncompleted	\$5,000.00	\$5,000.00	\$0.00	\$110,081.25	\$2,500.00
Subcontractor					
Type of Work		Irrigation	Pavement Marking	Electrical	Pavement Marking
Subcontract Price		\$2,000.00	\$2,943.75	\$748,329.02	\$3,500.00
Amount Uncompleted		\$2,000.00	\$0.00	\$748,329.02	\$3,500.00
Subcontractor					
Type of Work		Landscaping	Tree Care	Vibration Monitoring	Tree Care
Subcontract Price		\$30,000.00	\$750.00	\$285,000.00	\$3,900.00
Amount Uncompleted		\$0.00	\$0.00	\$285,000.00	\$0.00
Subcontractor					
Type of Work		Layout		Irrigation	
Subcontract Price		\$7,500.00		\$11,840.00	
Amount Uncompleted		\$0.00		\$11,840.00	
Subcontractor					
Type of Work		Mechanical		Landscaping	
Subcontract Price		\$62,000.00		\$227,607.42	
Amount Uncompleted		\$20,000.00		\$227,607.42	
Subcontractor					
Type of Work		Pavement Marking		Layout	
Subcontract Price		\$1,875.00		\$108,000.00	
Amount Uncompleted		\$0.00		\$108,000.00	
Subcontractor					
Type of Work				Line Stops	
Subcontract Price				\$37,000.00	
Amount Uncompleted				\$37,000.00	
Subcontractor					
Type of Work				Cracksealing	
Subcontract Price				\$183,240.75	
Amount Uncompleted				\$183,240.75	
Subcontractor					
Type of Work				Pavement Marking	
Subcontract Price				\$63,618.92	
Amount Uncompleted				\$63,618.92	
Subcontractor					
Type of Work				Signage	
Subcontract Price				\$161,173.00	
Amount Uncompleted				\$161,173.00	
Subcontractor					
Type of Work		Tree Care		Tree Care	
Subcontract Price		\$2,850.00		\$35,927.00	
Amount Uncompleted		\$2,850.00		\$35,927.00	
Total Uncompleted	\$21,357.00	\$ 29,850.00	\$ -	\$ 2,066,574.36	\$ 16,000.00
Totals	\$21,357.00	\$ 241,725.00	\$ 320,292.00	\$ 2,066,574.36	\$ 46,700.00



Affidavit of Availability
For the Letting of 07/31/20

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Part I. Work Under Contract

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

	16	17	18	19	20	
Contract Number				61G61		
Contract With	Winnetka	Lake County DOT	Arlington Heights Library	IDOT	Elk Grove Village	
Estimated Completion Date	10/1/2020	50 Working Days	1/15/2021	50 Working Days	10/30/2020	
Total Contract Price	\$ 3,303,521.24	\$ 1,394,436.05	\$ 64,967.00	\$ 776,067.25	\$ 183,493.20	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 661,812.50	\$ 1,394,436.05	\$ 64,967.00	\$ 776,067.25	\$ 183,493.20	\$ 3,080,776.00
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work						\$ 3,080,776.00

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	\$70,000.00	\$62,128.25	\$1,395.00	\$110,737.50	\$16,168.20	\$ 260,428.95
Portland Cement Concrete Paving	\$ -		\$0.00			\$ -
HMA Plant Mix						\$ -
HMA Paving	\$225,000.00	\$25,097.67	\$14,972.00	\$11,330.00	\$15,895.00	\$ 292,294.67
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces		\$7,786.00	\$8,550.00	\$102,790.00	\$8,378.00	\$ 127,504.00
Highway, R.R. & Water Structures						\$ -
Drainage	\$70,000.00	\$34,500.00		\$29,730.00	\$50,200.00	\$ 184,430.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$150,000.00	\$64,633.60	\$25,600.00	\$145,907.50	\$47,058.00	\$ 433,199.10
Landscaping	\$30,000.00	\$5,550.00	\$1,250.00	\$0.00	\$12,454.00	\$ 49,254.00
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing				\$4,295.00		\$ 4,295.00
Cold Milling, Planning & Rotomilling	\$49,000.00	\$86,976.00		\$4,960.00		\$ 140,936.00
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$50,000.00	\$144,627.32	\$5,500.00	\$146,121.00	\$26,000.00	\$ 372,248.32
						\$ -
Totals	\$ 644,000.00	\$ 431,298.84	\$ 57,267.00	\$ 555,871.00	\$ 176,153.20	\$ 1,864,590.04

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Part III. Work Subcontracted to Others

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

	16	17	18	19	20
Subcontractor					
Type of Work	HMA Paving	HMA Paving	Layout	Brick Paving	Tree Care
Subcontract Price	\$423,100.00	\$436,665.00	\$5,000.00	\$104,135.00	\$4,340.00
Amount Uncompleted	\$0.00	\$436,665.00	\$5,000.00	\$104,135.00	\$4,340.00
Subcontractor					
Type of Work	Electrical	Crackfilling	Pavement Marking	Irrigation	Site Video
Subcontract Price	\$2,812.50	\$38,922.50	\$1,500.00	\$34,000.00	\$3,000.00
Amount Uncompleted	\$2,812.50	\$38,922.50	\$1,500.00	\$34,000.00	\$3,000.00
Subcontractor					
Type of Work	Pavement Marking	Electrical	Sealcoating	Landscaping	
Subcontract Price	\$36,028.64	\$242,752.00	\$1,200.00	\$54,431.25	
Amount Uncompleted	\$15,000.00	\$242,752.00	\$1,200.00	\$54,431.25	
Subcontractor					
Type of Work		Guardrail		Layout	
Subcontract Price		\$176,238.50		\$15,000.00	
Amount Uncompleted		\$176,238.50		\$15,000.00	
Subcontractor					
Type of Work		Pavement Marking		Pavement Marking	
Subcontract Price		\$52,623.21		\$3,740.00	
Amount Uncompleted		\$52,623.21		\$3,740.00	
Subcontractor					
Type of Work		Environmental		Tree Care	
Subcontract Price		\$15,936.00		\$8,890.00	
Amount Uncompleted		\$15,936.00		\$8,890.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted			\$ -		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					\$ -
Total Uncompleted	\$ 17,812.50	\$ 963,137.21	\$ 7,700.00	\$ 220,196.25	\$ 7,340.00
Totals	\$ 461,941.14	\$ 963,137.21	\$ 7,700.00	\$ 220,196.25	\$ 7,340.00

Printed on 08/11/2020

BC 57 (Rev. 08/17/10)



Affidavit of Availability
For the Letting of 07/31/20

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Part I. Work Under Contract

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

	21	22	23	24	25	
Contract Number						
Contract With		Elk Grove Village		Hanover Park	Westmont	
Estimated Completion Date		9/30/2020		12/4/2020	6/6/2020	
Total Contract Price		\$ 794,935.98		\$ 3,234,842.53	\$ 584,798.90	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ -	\$ 438,108.20	\$ -	\$ 2,650,693.83	\$ 563,798.90	\$ 3,652,600.93
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work						\$ 3,652,600.93

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		\$15,000.00		\$120,000.00	\$67,167.00	\$ 202,167.00
Portland Cement Concrete Paving						\$ -
HMA Plant Mix						\$ -
HMA Paving		\$900.00		\$119,486.68	\$35,577.00	\$ 155,963.68
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces		\$7,500.00		\$53,645.05	\$2,639.40	\$ 63,784.45
Highway,R.R.& Water Structures						\$ -
Drainage		\$3,500.00		\$10,000.00	\$2,170.00	\$ 15,670.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction		\$50,000.00		\$485,000.00	\$78,065.00	\$ 613,065.00
Landscaping		\$36,187.00		\$88,134.00		\$ 124,321.00
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing		\$300.00		\$8,540.00	\$9,750.00	\$ 18,590.00
Cold Milling, Planning & Rotomilling				\$20,425.50		\$ 20,425.50
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)		\$30,000.00		\$150,000.00	\$70,000.00	\$ 250,000.00
						\$ -
Totals	\$ -	\$ 143,387.00	\$ -	\$ 1,055,231.23	\$ 265,368.40	\$ 1,463,986.63

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Part III. Work Subcontracted to Others

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

	21	22	23	24	25
Subcontractor					
Type of Work	ARCCT	Electrical		Brick Paving	Electrical
Subcontract Price	\$ 18,440.50	\$221,860.45		\$143,084.00	\$89,756.00
Amount Uncompleted	\$ -	\$200,000.00		\$143,084.00	\$89,756.00
Subcontractor					
Type of Work	CIPP	Layout		Electrical	Irrigation
Subcontract Price	\$ 201,159.50	\$9,000.00		\$851,574.10	\$63,840.00
Amount Uncompleted	\$ -	\$4,500.00		\$700,000.00	\$63,840.00
Subcontractor					
Type of Work	Electrical	Pavement Marking		Fencing	Landscaping
Subcontract Price	\$198,986.72	\$10,850.70		\$69,560.00	\$75,454.50
Amount Uncompleted	\$0.00	\$10,850.70		\$69,560.00	\$75,454.50
Subcontractor					
Type of Work	Layout	Stamped Asphalt		Irrigation	Layout
Subcontract Price	\$29,000.00	\$74,370.50		\$66,500.00	\$5,500.00
Amount Uncompleted	\$0.00	\$74,370.50		\$66,500.00	\$5,500.00
Subcontractor					
Type of Work	Pavement Marking	Tree Care		Water Feature	Masonry
Subcontract Price	\$ 5,878.00	\$9,519.00		\$225,000.00	\$60,500.00
Amount Uncompleted	\$ -	\$5,000.00		\$175,000.00	\$60,500.00
Subcontractor					
Type of Work	Tree Care			Landscaping	Pavement Marking
Subcontract Price	\$ 3,650.00			\$409,136.40	\$3,380.00
Amount Uncompleted	\$ -			\$409,136.40	\$3,380.00
Subcontractor					
Type of Work				Layout	
Subcontract Price				\$24,000.00	
Amount Uncompleted				\$24,000.00	
Subcontractor					
Type of Work				Pavement Marking	
Subcontract Price				\$4,354.20	
Amount Uncompleted				\$4,354.20	
Subcontractor					
Type of Work				Tree Care	
Subcontract Price				\$ 3,828.00	
Amount Uncompleted				\$ 3,828.00	
Total Uncompleted	\$ -	\$ 294,721.20	\$ -	\$ 1,595,462.60	\$ 298,430.50
Totals	\$ 457,114.72	\$ 325,600.65	\$ -	\$ 1,797,036.70	\$ 298,430.50



Affidavit of Availability
For the Letting of 07/31/20

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Part I. Work Under Contract

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	26	27	28	29	30	
Contract Number	61F34	61F85	61G31			
Contract With	IDOT	IDOT	IDOT		Villa Park	
Estimated Completion Date	70 Working Days	40 Working Days	10/30/2020			
Total Contract Price	\$ 874,860.85	\$ 1,434,658.46	\$ 3,224,076.15		\$ 1,699,466.14	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 523,622.55	\$ 504,525.35	\$ 1,249,124.30	\$ -	\$ 1,570,851.14	\$ 3,848,123.34
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work					\$ 3,848,123.34	

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	\$70,000.00	\$7,500.00	\$280,000.00	\$0.00	\$320,380.25	\$ 677,880.25
Portland Cement Concrete Paving					\$149,940.00	\$ 149,940.00
HMA Plant Mix						\$ -
HMA Paving	\$48,925.60	\$40,000.00	\$250,000.00	\$0.00	\$344,742.14	\$ 683,667.74
Clean & Seal Cracks/ Joints		\$0.00			\$6,362.00	\$ 6,362.00
Aggregate Bases & Surfaces	\$123,383.25	\$2,500.00	\$200,000.00	\$0.00	\$65,463.95	\$ 391,347.20
Highway, R.R. & Water Structures						\$ -
Drainage	\$30,000.00	\$3,500.00	\$30,000.00		\$90,000.00	\$ 153,500.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$60,637.00	\$40,000.00	\$250,000.00		\$380,450.60	\$ 731,087.60
Landscaping			\$0.00		\$28,664.00	\$ 28,664.00
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing	\$5,495.00	\$49,086.25			\$4,680.00	\$ 59,261.25
Cold Milling, Planning & Rotomilling					\$25,813.20	\$ 25,813.20
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$40,000.00	\$30,000.00	\$100,000.00		\$100,000.00	\$ 270,000.00
						\$ -
Totals	\$ 378,440.85	\$ 172,586.25	\$ 1,110,000.00	\$ -	\$ 1,516,496.14	\$ 3,177,523.24

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Part III. Work Subcontracted to Others

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

	26	27	28	29	30
Subcontractor					
Type of Work	Fencing	Electrical	LJS		Electrical
Subcontract Price	\$35,325.00	\$131,025.17	\$15,185.50		\$3,500.00
Amount Uncompleted	\$30,000.00	\$50,000.00	\$15,185.50		\$3,500.00
Subcontractor					
Type of Work	Landscaping	Fencing	Electrical		Landscaping
Subcontract Price	\$99,849.35	\$31,570.00	\$10,900.00		\$10,000.00
Amount Uncompleted	\$99,849.35	\$31,570.00	\$10,900.00		\$10,000.00
Subcontractor					
Type of Work	Layout	Landscaping	Landscaping		Layout
Subcontract Price	\$21,000.00	\$221,631.25	\$33,138.35		\$20,000.00
Amount Uncompleted	\$10,000.00	\$221,631.25	\$33,138.35		\$20,000.00
Subcontractor					
Type of Work	Pavement Marking	Layout	Layout		Pavement Marking
Subcontract Price	\$1,832.35	\$17,000.00	\$24,000.00		\$8,826.70
Amount Uncompleted	\$1,832.35	\$5,000.00	\$15,000.00		\$8,826.70
Subcontractor					
Type of Work	Tree Care	Pavement Marking	Pavement Marking		Site Video
Subcontract Price	\$6,619.50	\$4,537.85	\$19,900.45		\$2,500.00
Amount Uncompleted	\$3,500.00	\$4,537.85	\$19,900.45		\$2,500.00
Subcontractor					
Type of Work		Stamped HMA	Sewer & Water		Tree Care
Subcontract Price		\$19,200.00	\$ 305,827.50		\$9,528.30
Amount Uncompleted		\$19,200.00	\$ 20,000.00		\$9,528.30
Subcontractor					
Type of Work		Tree Care	Environmental		
Subcontract Price		\$3,262.00	\$ 45,750.00		
Amount Uncompleted		\$0.00	\$ 25,000.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$ 145,181.70	\$ 331,939.10	\$ 139,124.30	\$ -	\$ 54,355.00
Totals	\$ 164,626.20	\$ 428,226.27	\$ 454,701.80	\$ -	\$ 54,355.00



Affidavit of Availability
For the Letting of 07/31/20

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**

	31	32	33	34	35	
Contract Number					61G41	
Contract With	Northlake	Deerfield	Villa Park	Deerfield	IDOT	
Estimated Completion Date	10/15/2020	10/5/2020	8/14/2020	8/14/2020	11/30/2020	
Total Contract Price	\$ 3,234,390.32	\$ 3,248,815.75	\$ 964,900.80	\$ 1,029,762.10	\$ 689,668.88	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 73,296.00	\$ 945,000.00	\$ 278,362.80	\$ 255,520.60	\$ 689,668.88	\$ 2,241,848.28
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work						\$ 2,241,848.28

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	\$5,000.00	\$100,000.00	\$5,000.00	\$0.00	\$89,037.39	\$ 199,037.39
Portland Cement Concrete Paving					\$0.00	\$ -
HMA Plant Mix						\$ -
HMA Paving	\$15,000.00	\$250,000.00	\$103,381.50	\$150,000.00	\$60,744.43	\$ 579,125.93
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces		\$60,000.00	\$7,500.00		\$20,878.00	\$ 88,378.00
Highway, R.R. & Water Structures						\$ -
Drainage		\$30,000.00	\$80,000.00		\$6,810.00	\$ 116,810.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$5,000.00	\$225,000.00			\$63,231.50	\$ 293,231.50
Landscaping	\$10,000.00	\$30,000.00	\$13,440.00	\$15,000.00		\$ 68,440.00
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing	\$300.00			\$2,500.00	\$850.00	\$ 3,650.00
Cold Milling, Planning & Rotomilling	\$0.00	\$50,000.00			\$9,816.00	\$ 59,816.00
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$10,000.00	\$40,000.00	\$20,000.00	\$10,000.00	\$124,930.00	\$ 204,930.00
						\$ -
Totals	\$ 45,300.00	\$ 785,000.00	\$ 229,321.50	\$ 177,500.00	\$ 376,297.32	\$ 1,613,418.82

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.

	31	32	33	34	35
Subcontractor					
Type of Work	ARCCT	ARCCT	Directional Drilling	Crackfilling	Electrical
Subcontract Price	\$33,189.50	\$9,408.00	\$41,250.00	\$25,000.00	\$172,616.95
Amount Uncompleted	\$0.00	\$0.00	\$41,250.00	\$25,000.00	\$172,616.95
Subcontractor					
Type of Work	CIPP	LJS	Layout	Electrical	Landscaping
Subcontract Price	\$251,590.00	\$14,224.80	\$7,000.00	\$14,826.00	\$83,904.70
Amount Uncompleted	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$83,904.70
Subcontractor					
Type of Work	Electrical	HMA Paving	Pavement Marking	Fencing	Layout
Subcontract Price	\$153,997.22	\$481,000.00	\$7,791.30	\$19,089.00	\$8,500.00
Amount Uncompleted	\$20,000.00	\$150,000.00	\$7,791.30	\$19,089.00	\$8,500.00
Subcontractor					
Type of Work	Layout		Site Video	Pavement Marking	Pavement Marking
Subcontract Price	\$12,500.00		\$5,550.00	\$23,931.60	\$6,071.71
Amount Uncompleted	\$0.00		\$0.00	\$23,931.60	\$6,071.71
Subcontractor					
Type of Work	Pavement Marking		Tree Care		Railings
Subcontract Price	\$7,996.00		\$1,956.00		\$17,225.00
Amount Uncompleted	\$7,996.00		\$0.00		\$17,225.00
Subcontractor					
Type of Work					Tree Care
Subcontract Price					\$5,618.20
Amount Uncompleted		\$ -			\$5,618.20
Subcontractor					
Type of Work					Environmental
Subcontract Price					\$19,435.00
Amount Uncompleted					\$19,435.00
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$ 27,996.00	\$ 160,000.00	\$ 49,041.30	\$ 78,020.60	\$ 313,371.56
Totals	\$ 459,272.72	\$ 504,632.80	\$ 63,547.30	\$ 82,846.60	\$ 313,371.56



Affidavit of Availability

For the Letting of 07/31/20

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Part I. Work Under Contract

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	36	37	38	39	40	
Contract Number						
Contract With	Hoffman Estates	Glenview PD	Queen Bee SD 16	Lake County DOT		
Estimated Completion Date	30 Working Days	4/1/2020	8/10/2020	9/30/2020		
Total Contract Price	\$359,365.87	\$ 209,830.00	\$ 589,348.00	\$192,145.50		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 359,365.87	\$ -	\$ 589,348.00	\$ 192,145.50	\$ -	\$ 1,140,859.37
Uncompleted Dollar Value if Firm is the Subcontractor					\$ -	\$ -
Total Value of All Work						\$ 1,140,859.37

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	\$14,873.00	\$0.00		\$5,400.00		\$ 20,273.00
Portland Cement Concrete Paving	\$0.00					\$ -
HMA Plant Mix						\$ -
HMA Paving	\$14,640.00	\$0.00	\$207,439.00	\$28,275.00		\$ 250,354.00
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces	\$6,044.50	\$0.00		\$1,100.00		\$ 7,144.50
Highway, R.R. & Water Structures						\$ -
Drainage	\$226,050.00	\$0.00				\$ 226,050.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$25,649.00		\$345,807.00	\$123,515.50		\$ 494,971.50
Landscaping	\$10,482.00	\$0.00		\$2,355.00		\$ 12,837.00
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing	\$1,800.00					\$ 1,800.00
Cold Milling, Planing & Rotomilling	\$0.00	\$ -				\$ -
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$51,544.37	\$0.00	\$30,102.00	\$31,500.00		\$ 113,146.37
						\$ -
Totals	\$ 351,082.87	\$ -	\$ 583,348.00	\$ 192,145.50	\$ -	\$ 1,126,576.37

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Part III. Work Subcontracted to Others

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

	36	37	38	39	40
Subcontractor					
Type of Work	Pavement Marking		Pavement Marking		Electrical
Subcontract Price	\$6,783.00		\$6,000.00		\$3,600.00
Amount Uncompleted	\$6,783.00		\$6,000.00		\$0.00
Subcontractor					
Type of Work	Tree Care				Pavement Marking
Subcontract Price	\$1,500.00				\$9,282.10
Amount Uncompleted	\$1,500.00				\$0.00
Subcontractor					
Type of Work					Site Video
Subcontract Price					\$7,000.00
Amount Uncompleted					\$0.00
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$ 8,283.00	\$ -	\$ 6,000.00	\$ -	\$ -
Totals	\$ 8,283.00	\$ -	\$ 6,000.00	\$ -	\$ 19,882.10


**Illinois Department
of Transportation**

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

 Affidavit of Availability
 For the Letting of 07/31/20

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Part I. Work Under Contract

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

	41	42	43	44	45	
Contract Number	61G63					
Contract With	IDOT	Wheaton Sanitary District	York Township	Superior Overnight Services		
Estimated Completion Date	15 Working Days	30 Working Day	11/30/2020	11/30/2020		
Total Contract Price	\$ 162,318.90	\$ 159,972.09	\$ 1,338,755.00	\$ 1,384,359.50		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 162,318.90	\$ 159,972.09	\$ 1,338,755.00	\$ 1,384,359.50	\$ -	\$ 3,045,405.49
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work						\$ 3,045,405.49

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

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						Accumulated Totals
Earthwork	\$10,821.30	\$12,834.25	\$59,660.00	\$231,017.50		\$ 314,333.05
Portland Cement Concrete Paving	\$0.00			\$691,400.00		\$ 691,400.00
HMA Plant Mix						\$ -
HMA Paving	\$1,000.00	\$28,692.59	\$182,682.00	\$0.00		\$ 212,374.59
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces	\$4,098.00	\$7,392.50	\$32,340.00	\$70,900.00		\$ 114,730.50
Highway,R.R.& Water Structures						\$ -
Drainage	\$1,200.00	\$14,580.00	\$554,780.00	\$62,024.00		\$ 632,584.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$60,786.60	\$53,548.75	\$197,916.00	\$42,500.00	\$0.00	\$ 354,751.35
Landscaping	\$10,521.00	\$6,840.00	\$82,850.00	\$97,612.00		\$ 197,823.00
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing	\$3,150.00	\$ -				\$ 3,150.00
Cold Milling, Planning & Rotomilling		\$7,046.00	\$26,314.00	\$0.00	\$0.00	\$ 33,360.00
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$28,642.00	\$22,500.00	\$170,000.00	\$7,200.00		\$ 228,342.00
						\$ -
Totals	\$ 120,218.90	\$ 153,434.09	\$ 1,306,542.00	\$ 1,202,653.50	\$ -	\$ 2,782,848.49

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Part III. Work Subcontracted to Others

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

	41	42	43	44	45
Subcontractor					
Type of Work	Electrical	Pavement Marking	LJS	Electrical	
Subcontract Price	\$31,400.00	\$4,738.00	\$10,887.00	\$94,000.00	
Amount Uncompleted	\$31,400.00	\$4,738.00	\$10,887.00	\$94,000.00	
Subcontractor					
Type of Work	Layout	Tree Care	Pavement Marking	Fencing	
Subcontract Price	\$4,500.00	\$1,800.00	\$4,000.00	\$61,500.00	
Amount Uncompleted	\$4,500.00	\$1,800.00	\$4,000.00	\$61,500.00	
Subcontractor					
Type of Work	Pavement Marking		SRCCT	Layout	
Subcontract Price	\$5,400.00		\$12,960.00	\$9,500.00	
Amount Uncompleted	\$5,400.00		\$12,960.00	\$9,500.00	
Subcontractor					
Type of Work	Tree Care		Tree Care	Pavement Marking	
Subcontract Price	\$800.00		\$4,366.00	\$3,500.00	
Amount Uncompleted	\$800.00		\$4,366.00	\$3,500.00	
Subcontractor					
Type of Work				Tree Care	
Subcontract Price				\$13,206.00	
Amount Uncompleted				\$13,206.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$ 42,100.00	\$ 6,538.00	\$ 32,213.00	\$ 181,706.00	\$ -
Totals	\$ 42,100.00	\$ 6,538.00	\$ 32,213.00	\$ 181,706.00	\$ -



Affidavit of Availability
For the Letting of 07/31/20

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Part I. Work Under Contract

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	46	47	48	49	50	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ -	\$ -		\$ -	\$ -	\$ -
Uncompleted Dollar Value if Firm is the Subcontractor			\$ -	\$ -	\$ -	\$ -
Total Value of All Work						\$ -

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

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Part III. Work Subcontracted to Others

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

	46	47	48	49	50
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price	\$ -				
Amount Uncompleted	\$ -	\$ -			
Total Uncompleted	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -	\$ -	\$ -



Affidavit of Availability
For the Letting of 07/31/20

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	51	52	53	54	55	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Uncompleted Dollar Value if Firm is the Subcontractor		\$ -		\$ -	\$ -	\$ -
Total Value of All Work						\$ -

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

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

\$ -

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

BC 57 (Rev. 08/17/10)



Affidavit of Availability
For the Letting of 07/31/20

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	56	57	58	59	60	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work						\$ -

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

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.

	56	57	58	59	60
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -	\$ -	\$ -

Printed on 08/11/2020

BC 57 (Rev. 08/17/10)



Affidavit of Availability
For the Letting of 07/31/20

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**

	61	62	63	64	65	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work						\$ -

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

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.

	61	62	63	64	65
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -	\$ -	\$ -



SUMMARY SHEETS

Affidavit of Availability
For the Letting of 07/31/20

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**

Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						SUMMARY
Uncompleted Dollar Value if Firm is the Prime Contractor						Accumulated Totals
Uncompleted Dollar Value if Firm is the Subcontractor						\$ 42,210,085.83
						\$ -
Total Value of All Work						\$ 42,210,085.83

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						\$ 4,338,729.09
Portland Cement Concrete Paving						\$ 1,552,105.00
HMA Plant Mix						\$ -
HMA Paving						\$ 7,232,448.16
Clean & Seal Cracks/ Joints						\$ 6,362.00
Aggregate Bases & Surfaces						\$ 1,623,904.65
Highway, R.R. & Water Structures						\$ -
Drainage						\$ 5,864,522.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction						\$ 7,064,010.80
Landscaping						\$ 906,410.95
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing						\$ 136,432.25
Cold Milling, Planning & Rotomilling						\$ 779,125.45
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)						\$ 3,623,106.24
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,127,156.59

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.

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	\$ -	\$ -	\$ -	\$ -	\$ -
SUMMARY TOTALS	\$ -	\$ -	\$ -	\$ -	\$ 9,082,929.24

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 21st day of August, 2020

Kelly L. Biello
Notary Public

My commission expires 11/16/2020

(Notary Seal)

Printed on 08/11/2020



Type or Print Adele Lampignano

President

Officer or Director

Title

Signed

Adele Lampignano

Company A Lamp Concrete Contractors, Inc.

Address 1900 Wright Blvd.

Schaumburg, Illinois 60193

BC 57 (Rev. 08/17/10)

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
A. Lamp Concrete Contractors, Inc.
**1900 Wright Blvd
Schaumburg, IL 60193**
OWNER:
(Name, legal status and address)
**Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515**
BOND AMOUNT: *FIVE PERCENT OF AMOUNT BID*****
SURETY:
(Name, legal status and principal place of business)
**The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653**

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

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

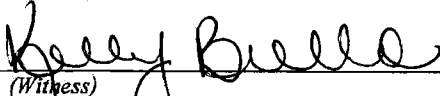
PROJECT:
(Name, location or address, and Project number, if any)
Springside & Prentiss Creek Culvert Replacement

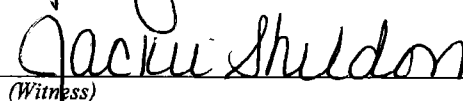
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 hereinto. 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 **21st** day of **August** **2020**


(Witness)


(Witness)

A. Lamp Concrete Contractors, Inc.


(Principal)

(Title)

The Hanover Insurance Company

(Surety)

(Title)

Thomas O. Chambers, Attorney-in-Fact

Init.

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**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Thomas O. Chambers, Todd Schaap, Daniel Gibson, Eric Olson, Kimberly S. Rasch, Jackie Sheldon and/or Josie Benson

Of **Shorewest Surety Services, Inc. of Racine, WI** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **15th** day of **March, 2017**.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche

John C. Roche, EVP and President



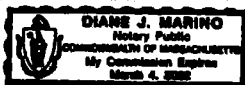
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **15th** day of **March, 2017** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **21st** day of **August** **2020**

CERTIFIED COPY



Theodore G. Martinez
Theodore G. Martinez, Vice President

STATE OF WISCONSIN)

COUNTY OF **Kenosha**)

ON THIS 21st day of August, 2020,

before me, a notary public, within and for said County and State, personally appeared ____
Thomas O. Chambers to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the ____
The Hanover Insurance Company, a corporation
of New Hampshire, created, organized and existing under and
by virtue of the laws of the State of New Hampshire; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Thomas O. Chambers did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.


Kimberly S. Rasch

Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **1/22/2022**



VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: Springside Ave & Prentiss Creek Culvert Replacement

PROPOSAL/BID NUMBER: SW-070-18A

PROPOSAL/BID OPENING: August 21, 2020

ADDENDUM NO.: 1

PROPOSER/BIDDER: A LAMP Concrete

ADDRESS: 1900 Wright Blvd Schaumburg

RECEIVED BY: Kelly Biello
(NAME)

Kelly Biello
(SIGNATURE)

DATE: 8/19/2020

**VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS**

Addendum No. 1

for

**Springside Ave & Prentiss Creek Culvert Replacement
Bid No.: SW-070-18A**

August 19, 2020

Item and Description:

1. **REPLACE**
"SCHEDULE OF PRICES" on pages 83-86 of the Call for Bid document with the attached "SCHEDULE OF PRICES [REVISED PER ADDENDUM 1]." Additions and changes are highlighted yellow. The following pay item has been removed: "AGGREGATE SUBGRADE IMPROVEMENT 12"".
2. **REPLACE**
Quantities shown on sheet 3 of the plan set with those shown on attached "SCHEDULE OF PRICES [REVISED PER ADDENDUM 1]."
3. **REPLACE**
The "Bid Plan Set - Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)" with the attached "Bid Plan Set - Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A) – Revised 081720". Changes to the plans are marked with revision bubbles.
4. **NOTE**
Pay item "SP-30 PAVEMENT PATCHING, SPECIAL" shall be used for patching base course asphalt outside the areas of pavement to be reconstructed, as directed by the Engineer in the field.
5. **REPLACE**
Special Provision "SP-46 ORNAMENTAL FENCE" on pages 75-77 of the Call for Bid document with the attached special provision "SP-46 PEDESTRIAN RAILING WITH FENCE."
6. **ADD**
The attached Special provision "SP-51 CHANNEL EXCAVATION" to the Call for Bid document.
7. **ADD**
The attached Special provision "SP-52 LIMESTONE SCREENINGS" to the Call for Bid document.
8. **CLARIFICATION**

The 1'-3" of fill along the bottom of the culvert called out on plan sheets 17, 18 and 20 is not to be placed by the contractor. The contractor shall place the A4 riprap at the front end and back end of the culvert at the proposed creek flow elevations, which is 1'-3" above the proposed culvert invert elevations. Over time, the culvert will naturally fill with silt up to the proposed creek flow elevations.

9. CLARIFICATION

At least one foot of CA-7 granular backfill shall be placed directly behind the retaining walls. Beyond one foot from the back of the retaining walls, spoils may be used as backfill only if the area in question is at least two feet from any pavement or sidewalk.

The Acknowledgement of Receipt of Addendum for this addendum **MUST** be included in the bid package. Bid packages not including signed Acknowledgement Sheets may be **REJECTED**.

End of Addendum No. 1

Village of Downers Grove – Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)

SP-46 PEDESTRIAN RAILING WITH FENCE

Description: This work shall consist of furnishing and erecting metal railing as shown on the plans. Work shall conform to the Section 509 of the standard specifications except for the maximum post spacing. The maximum post spacing shall be 8-ft. The furnishing and installing of the chain link fabric shall be according to Section 664. Contractor shall submit shop drawings of new pedestrian railing with fence to the Village for review prior to ordering any material.

Post Foundations: For posts installed in soil, posts shall be set in 12" diameter concrete footings having a minimum depth of 48".

Method of Measurement: This work will be measured for payment in place in feet. The length measured will be the overall length along the top longitudinal railing member through all posts and gaps.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for **PEDESTRIAN RAILING WITH FENCE**. The unit price shall include all equipment, materials and labor required to furnish and install the railing with fence, including but limited to all the posts, railings and fence, post/railing/fence connections, connections to retaining walls and foundations and installation of concrete foundations.

Village of Downers Grove – Springside Ave & Prentiss Creek Culvert Replacement (SW-070-18A)

SP-51 CHANNEL EXCAVATION

Description: This work shall be in accordance with section 203 with the following exceptions. An estimate of the amount of cut and fill for the channel is shown in the table below:

Channel Excavation				
Sta. ID	Cut (sq.ft)	Fill (sq.ft)	Cut (cu.yds)	Fill (cu.yds)
100+50.00	0	0	0.0	0.0
101+00.00	0	0	0.0	0.0
101+50.00	0	0	8.8	38.4
102+00.00	9.5	41.5	42.0	84.6
102+67.70	24	26	24.5	21.0
102+91.52	31.5	21.5	4.9	3.4
103+75.00	60	0	72.9	0.0
104+00.00	97.5	0	175.9	0.0
104+50.00	92.5	0	85.6	0.0
105+00.00	0	0	0.0	0.0
105+50.00	0	0	0.0	0.0
106+00.00	0	0	0.0	0.0
106+50.00	0	0	0.0	0.0
107+00.00	0	0	0.0	0.0
107+50.00	0	0	0.0	0.0
108+00.00	0	0	0.0	0.0
108+50.00	0	0	0.0	0.0
109+00.00	0	0	0.0	0.0
109+50.00	0	0	0.0	0.0
110+00.00	0	0	0.0	0.0
Totals			414.7	147.4

Method of Measurement: This work shall be measured only once for the entire project, regardless of the number of states of construction and regardless of the quantity of materials required for Channel Excavation.

Basis of Payment: This work shall be paid for at the contract lump sum for the entire project for Channel Excavation.

SP-52 LIMESTONE SCREENINGS, 6"

Description: This work shall comprise of all necessary labor and materials for this work as is shown on the drawings and as specified herein. Limestone screenings shall consist of clean, hard, durable particles of natural screenings resulting from the crushing of rock, stone or gravel. Size of screenings may vary between fine dust to 1/4".

Installation: The area of the Limestone Screenings shall be excavated out to the appropriate depth, and the sub-grade is to be compacted to 98% Standard Proctor Density. The screening area shall have clearly defined and smooth edges. Limestone shall not contaminate adjacent sodded areas. Limestone Screenings are to be placed to a uniform depth and compacted to 98% Standard Proctor Density. The final depth of screenings after compaction shall be 6 inches.

Method of Measurement: This work shall be measured for payment per square yard of Limestone Screenings, 6".

Basis of Payment: This work shall be paid for at the contract unit price per square yard for LIMESTONE SCREENINGS, 6".



Village of Downers Grove

Contractor Evaluation

Contractor: Alamp Concrete Contractors

Project: Maple Ave Resurfacing (LAFO), Main Street to Fairview Ave

Primary Contact: Dino Marzulli Phone: 847-275-0170

Time Period: October 2018 to December 2018

On Schedule (allowing for uncontrollable circumstances) ☒ Yes ☐ No

Provide details if early or late completion: All work was completed on time.

Change Orders (attach information if needed): CO to be processed for final quantity balancing through final IDOT invoicing. Project under original bid amount.

Difficulties / Positives: Contractor finished a large amount of work within a short construction schedule and stayed in good communication with Village staff. Office coordination/project administration paperwork was disorganized, sometimes nonexistent, and not to IDOT standards.

Interaction with public:

☐ Excellent ☒ Good ☐ Average ☐ Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

☐ Well Satisfied ☒ Satisfied ☐ Not Satisfied

Reviewers: Stephanie Graves

Date: 12/31/2018



Village of Downers Grove

Contractor Evaluation

Contractor: Alamp Concrete Contractors

Project: Drendel and Cross Drainage Road Sidewalk Improvements

Primary Contact: Dino Marzulli Phone: 847-275-0170

Time Period: September 2018 to June 2019

On Schedule (allowing for uncontrollable circumstances) ☒ Yes ☐ No

Provide details if early or late completion: Although the contractor had a late start and had to deal with an early winter, they performed more work in 2018 than expected by Staff.

Change Orders (attach information if needed):

Difficulties / Positives: Contractor finished a large amount of work within a short construction schedule and stayed in good communication with Village staff. Coordination with subcontractors at the beginning of the project could have been better.

Interaction with public:

☒ Excellent ☐ Good ☐ Average ☐ Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

☐ Well Satisfied ☒ Satisfied ☐ Not Satisfied

Reviewers: Jim Tock

Date: 7/19/2019



Village of Downers Grove

Contractor Evaluation

Contractor: A Lamp Concrete Contractors, Inc.

Project: 2019 Water Main Improvements Contract A

Primary Contact: Dino Marzulli Phone: 847-275-0170

Time Period: July 2019 to November 2019

On Schedule (allowing for uncontrollable circumstances) ☐ Yes ☒ No

Provide details if early or late completion: The project was completed after the original completion date. Contractor did not complete the project in time due to lack of a schedule and bad communication internally.

Change Orders (attach information if needed):

Difficulties / Positives: The contractor at times displayed lack of internal coordination. The contractor did not maintain on-site supervision as required by the contract.

Interaction with public:

☒ Excellent ☐ Good ☐ Average ☐ Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

☐ Well Satisfied ☒ Satisfied ☐ Not Satisfied

Reviewers: Scott Vasko

Date: 8/24/2020