

VILLAGE OF DOWNERS GROVE
Report for the Village
5/18/2021

SUBJECT:	SUBMITTED BY:
Award of Contract - Highland Avenue & 41st Street Drainage Improvements	Andy Sikich Public Works Director

SYNOPSIS

A motion is requested to award a contract for the Highland Avenue & 41st Street Drainage Improvements to Austin Tyler Construction, Inc. of Elwood, Illinois in the amount of \$965,555.00.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY21 budget includes \$900,000 for this project in the Stormwater Fund and \$150,000 in the Capital Projects Fund for roadway maintenance. The required additional funds are available in the Stormwater Fund due to cost savings on the Burlington Highlands project.

UPDATE & RECOMMENDATION

This item was discussed at the May 11, 2021 Village Council meeting. Staff recommends approval on the May 18, 2021 Consent Agenda.

BACKGROUND

The existing clay storm sewer on Highland Avenue between 39th Street and Ogden Avenue has reached the end of its useful life. Sections of the existing sewer are at risk of collapsing, and due to cracks and settlement in the pipe it is no longer able to operate at capacity. The scope of the project is the installation of a new storm sewer in the street and the abandonment of the existing clay pipe sewer, installation of additional inlets to facilitate private cost share projects, and resurfacing of Highland Avenue and 41st Street within the project limits.

A Call for Bids (CFB) was issued and published in accordance with the Village's Purchasing Policy. Seven bids were received by the due date of April 29, 2021. A synopsis of the bids is as follows:

Contractor	Base Bid
Austin Tyler Construction, Inc.	\$965,555.00 Low Bid
ALamp Concrete Contractors, Inc.	\$988,014.95
Performance Construction & Engineering, LLC	\$1,068,900.00
Trine Construction Corp.	\$1,079,641.40
Mauro Sewer Construction, Inc.	\$1,189,955.00

Martam Construction, Inc.	\$1,216,101.34
J. Congdon Sewer Service, Inc.	\$1,248,480.75

Staff recommends award of the project to Austin Tyler Construction, Inc., who has satisfactorily completed the Wisconsin and Janes Stormwater Improvements (2012), DG Estates Utility Improvements (2014), Watermain Improvements (2016 and 2018), and Elm and Earlston Drainage Improvements (2019).

ATTACHMENTS

Contract

Contractor Evaluations



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Austin Tyler Construction, Inc
- II. Instructions and Specifications:
- A. Bid No.: CFB-42-0-2021/JW
 - B. For: Highland Ave. & 41st St. Drainage Improvements
 - C. Bid Opening Date/Time: Thursday, April 29, 2021 @ 10:00AM
 - D. Pre-Bid Conference Date/Time: Thursday, April 22, 2021 @ 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: THURSDAY, APRIL 15, 2021

This document comprises 76 pages

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

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

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)

CALL FOR BIDS – FIXED WORKS PROJECT

Bid No.: CFB-42-0-2021/JW

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

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

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

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

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

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)**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: Nate Hawk, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
- 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

2. BID PREPARATION

- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.

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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.
- 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.

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

9. BASIS OF AWARD

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

10. AWARD OF CONTRACT

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

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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.

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

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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.

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)**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.

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)**25. NONDISCRIMINATION****25.1** Contractor shall, as a party to a public contract:

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

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

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)**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 subcontractor(s) which meet or exceed the requirements of the Act.

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)**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 performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

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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	

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

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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 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

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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 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

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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.

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

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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.

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

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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 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

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Illinois Workers on Public Works Act by employing at least 90% Illinois laborers on the project. 30 ILCS 570/1 et seq. Contractor agrees further to require compliance with this Act by all of its subcontractors.

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)**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, 2021 (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 in

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the completion of the Work specified in this Contract.

- 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and/or regulations of the Occupation Safety and Health Administration (OSHA) and Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.
- 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
- 3.1.1.4 The Contractor shall, prior to performing any work, request information from the Village regarding any existing confined spaces owned by the Village that may be entered in the course of the work, and shall obtain all required confined space entry permits prior to entering any confined spaces. Contractor shall follow all current laws and regulations with regard to confined space entry. Contractor shall maintain and, upon request, provide full documentation of compliance with the appropriate confined space permits for each separate confined space entered on the project.
- 3.1.2 BACKING PRECAUTIONS. Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.
- 3.1.3 OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS. The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.
- 3.1.4 BARRICADES AND WARNING SIGNS. The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)**4. PROSECUTION AND PROGRESS**

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

4.1.1 The Contractor shall schedule his work such that all improvements shall be complete by **August 13, 2021**. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.

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

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

4.1.3.1.1 Proposed improvements shall not begin before **June 10, 2021** and shall be 100% complete by the date specified in Section 4.1.1.

4.1.3.1.2 Allowed work hours for days after August 13, 2021 shall be between **8:30 a.m. and 2:00 p.m.**

4.1.3.1.3 After installation of HMA base course on any street, the contractor will have two weeks to grind butt joints, prep, and install surface course on that street.

4.1.3.1.4 For the period prior to turf restoration, Contractor shall properly backfill, compact, and grade all disturbed areas within 5 calendar days of their completion. If conditions for sod placement fall outside of the specifications, temporary growth-inhibiting erosion control blanket shall be installed.

4.1.3.1.5 If specified conditions for final restoration with sod placement do not occur by the date specified in Section 4.1.1, final restoration with sod placement and plantings shall be completed by October 1, 2021.

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

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SSRBC.

- 4.1.5 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.
- 4.1.6 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

5. MEASUREMENT AND PAYMENT

5.1 Section 109 of the SSRBC shall govern measurement and payment, with the following additions:

- 5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)
- 5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project and certified payroll records, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the 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:

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)**104.02 Alterations, Cancellations, Extensions, Deductions, and Extra Work.**

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

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

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

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.

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- (2) Work which differs in design.
- (3) Work requiring a change in the type of construction.
- (e) In cases where the Department cancels or alters any portion of the contract items, items which are partially completed will be paid for as specified in Article 109.06.

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

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)**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 project shall generally consist of the following:

- Construction of approximately 2,700 linear feet of 12" and 300 linear feet of 24" PVC storm sewer.
- Full depth pavement removal and patching of approximately 2,400 square yards of HMA roadways.
- Resurfacing of approximately 4,950 square yards of HMA roadways.
- Aggregate shoulder, Type B installation.
- Sidewalk, curb and gutter, and driveway removal and replacements.
- Re-shaping of ditches to flow towards proposed inlets.
- All other collateral work such as turf restoration.

SP-2: GENERAL CONSTRUCTION REQUIREMENTS

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

No more than three hundred linear feet (300 LF) of pavement may be open-cut and closed to use by the motoring public. Access to all individual drives within the current work zone must be restored at the end of each workday.

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

Protection of Work

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

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)Cleaning Up

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

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

SP-3: QUALIFICATIONS OF BIDDER

In addition to those requirements set forth in Section 10.1 above, in order to be considered a responsible bidder, the bidder must have particular expertise in having successfully constructed projects of a similar size and scope, specifically including residential neighborhood street and utility removal and reconstruction and installation of storm sewer. The Bidder must submit the following information for itself and for major Sub-Contractors (Underground Utilities, Paving):

- 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-4 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 and Section 701 of the Standard Specifications and included Highway Standards. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices and as indicated on the Traffic Control Plan. No waiving of these requirements will be allowed without prior written approval of the Engineer.

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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 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.

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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-5 CONSTRUCTION STAKING AND RECORD DRAWINGS

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

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

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

The Contractor shall record all field notes in standard survey field notebooks and those books shall become

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the property of the Village at the completion of the Project. All notes shall be neat, orderly and in an accepted format.

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

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

CONSTRUCTION STAKING AND RECORD DRAWINGS,

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

SP-6 PRECONSTRUCTION VIDEOTAPING

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

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-7 STREET SWEEPING AND DUST CONTROL

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

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

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

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STREET SWEEPING AND DUST CONTROL,

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

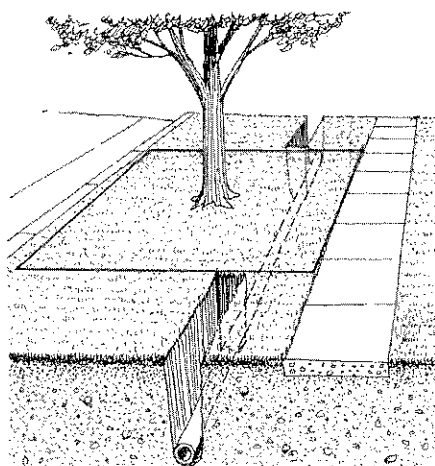
SP-8 TREE PROTECTION

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, watermain 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 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

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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-9 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-10 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-11 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-12 EROSION AND SEDIMENTATION CONTROL

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

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

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

SP-13 TEMPORARY SURFACE OVER TRENCH – AGGREGATE (CA-6)

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 (6").

Construction Requirements:

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

Materials:

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

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

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

TEMPORARY SURFACE OVER TRENCH – AGGREGATE (CA-6),

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

SP-14 EXPLORATORY TRENCH, SPECIAL

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

After the excavation has been inspected, it shall be backfilled as directed by the Engineer. If it is located in a paved area (existing or proposed), the excavation shall be backfilled with Trench Backfill as specified herein.

Otherwise, the excavation shall be backfilled with excavated material compacted to the satisfaction of the Engineer. Any excess material shall be disposed of in accordance with Article 202.03 of the IDOT Standard Specifications.

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Trench Backfill will not be measured for payment.

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

EXPLORATORY TRENCH, SPECIAL,

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

SP-15 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

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

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

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

REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL,

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

SP-16 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

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specified herein.

SP-17 POROUS GRANULAR EMBANKMENT, SUB-GRADE

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

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

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

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

2. Gravel, Crushed Gravel and Pit Run Gravel

<u>Sieve Size</u>	<u>Percent Passing</u>
*6"	97 ± 03
*4"	90 ± 10
2"	45 ± 25
#4	30 ± 20
#200	5 ± 5

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

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

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

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

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

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

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

POROUS GRANULAR EMBANKMENT, SUB-GRADE,

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

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

SP-18 CONCRETE SUPPORT FOR UTILITY CROSSING

Description: This work shall consist of the placement of class X concrete for supporting proposed storm sewer or watermain pipe 24" and greater in diameter above existing sanitary sewers with less than three feet of vertical clearance. The concrete supports shall be constructed per the detail "SPECIAL CONDUIT CROSSING FOR STORM SEWER OR WATERMAIN 24-INCH OR LARGER."

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

CONCRETE SUPPORT FOR UTILITY CROSSING,

which includes all work specified herein.

SP-19 COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 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

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of the asphalt drive. Restoration shall consist of a minimum of one foot either side of the sidewalk; with a minimum of three inch (3") thick Hot-Mix Asphalt Surface, Mixture C, N50 (IL 9.5) surface course; and restoration of gravel drives with similar HMA restoration.

- 1) Installation of ADA compliant ramps for curbed and non-curbed streets.

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

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

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

P.C.C. SIDEWALK REMOVE AND REPLACE,

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

SP-21 DETECTABLE WARNINGS

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

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

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

DETECTABLE WARNINGS,

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

SP-22 HOT-MIX ASPHALT DRIVEWAY REMOVAL & REPLACEMENT, 3"

Description: This work shall consist of the removal and replacement of asphalt driveways at locations indicated on the plan and/or as required by the Engineer.

The replacement of the driveways shall consist of preparing a subgrade at all required locations, shaping of slopes adjacent to the driveways, the placement and compacting of six inches of CA-6 Aggregate Base, and the placement and compacting of three inches (3") of Hot-Mix Asphalt Surface, Mixture D, N50 (IL 9.5).

This work shall also include the adjustment to proper grade of all water valve or private utility boxes encountered.

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

HMA DRIVEWAY REMOVAL AND REPLACEMENT, 3",

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

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

Unless otherwise directed by the Engineer, existing shoulders with elevations that are too high to accept the proposed aggregate shoulder shall be scraped or excavated as necessary prior to placement of new aggregate. This provision shall also apply to existing shoulders that contain too much vegetation or topsoil. Unnecessary damage or debris outside the designated shoulder area shall be removed and repaired and will not be paid for separately but shall be considered incidental to the cost of Aggregate Shoulders, Type B, CA-6.

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

AGGREGATE SHOULDERS, TYPE B, CA-6,

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

SP-24 CLASS D PATCH, 6", SPECIAL

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

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

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

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

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

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

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

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

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

SP-25 SANITARY SERVICE RECONNECTION

Description: This work shall consist of the reconnection of existing sanitary services disturbed during the installation of the proposed storm sewer. A service shall be considered whenever the storm sewer passes less than eighteen inches (18") above or any distance below the service. **THE CONTRACTOR MUST MAKE AN ATTEMPT TO AVOID DISTURBING THE SERVICE. ANY SERVICES DETERMINED BY THE VILLAGE ENGINEER TO BE DELIBERATELY DISTURBED WILL NOT BE CONSIDERED FOR PAYMENT. NO RECONNECTION SHALL BE CONSIDERED FOR PAYMENT UNLESS WITNESSED AND APPROVED BY VILLAGE ENGINEER.**

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

Non-shear couplings (couplings with stainless steel shear ring) shall be used to connect pipes of dissimilar material or size – FLEX-SEAL Adjustable Repair Couplings. The excavation shall be backfilled with **TRENCH BACKFILL** to a point one foot above the top of the sanitary service. Backfill shall be placed in lifts and firmly compacted such that no future settlement occurs. **NO RECONNECTION SHALL BE BACKFILLED UNTIL INSPECTED AND APPROVED BY A REPRESENTATIVE OF THE DOWNERS GROVE SANITARY DISTRICT (630-969-0664).**

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

SANITARY SERVICE RECONNECTION,

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

SP-26 ADJUSTING SANITARY SERVICE LINES

Description. This work shall consist of adjusting (replacing) sanitary service lines required where the proposed storm sewer is in direct conflict with the existing sanitary service line in accordance with Section 563 of the Standard Specifications and as specified herein, with the exception that adjustments (replacements) shall be constructed in addition to the "Sewer and Water Specs" per the Downers Grove Sanitary District's specifications for sewer construction, and that this item will be paid for per EACH adjustment. **Excavation, removal of excavation from site, support of trenches, material (pipe, fittings, etc.), trench backfill, compacting of trench backfill, and all other items required to perform the work will be considered incidental. NO SANITARY ADJUSTMENT SHALL BE BACKFILLED UNTIL INSPECTED AND APPROVED BY A REPRESENTATIVE OF THE DOWNERS GROVE SANITARY DISTRICT (630-969-0664).** Pavement and parkway restoration will be paid for separately under pavement removal, sidewalk removal, HMA surface and binder placement, sidewalk placement, and sod restoration.

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

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

ADJUSTING SANITARY SERVICE LINES

which price shall include all work as described above.

SP-27 WATER SERVICE REPLACEMENT

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

Any work performed on a potable water supply shall be done under the direction of a plumber licensed by the State of Illinois. The contractor shall furnish the Engineer with the plumber's license number prior to starting any work on any potable water supply.

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

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

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

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

The corporation stop shall be Ford FB-600 or approved equal and shall be installed by tapping the water main with an approved tapping machine. The tap shall be made in the upper third of the main, as close to a 45-degree angle as is practical. The tap shall be made through a full circle stainless steel tapping saddle of the correct size depending on diameter of water main and size of new service tap. The tapping saddle shall be one of the following: Cascade Style CNS2 epoxy coated, double strap, ductile iron saddle or Cascade Style CS22 wide double band saddle or Ford FCD202, or Ford FS323. The roundway key stop shall be Ford B44, with a buffalo style size 100E (6') or 94E (5') service box. Only cast iron buffalo style boxes and lids will be allowed. The roundway keystone and buffalo box shall be located within the parkway area seven feet (7') from the property line or as close to that distance as possible from the property line, unless directed otherwise by the Engineer. The cover of the buffalo box shall have the word "WATER" cast thereon. The Contractor shall record the location of each buffalo box in relation to the nearest corner lot line, and the tap in relation to the nearest fire hydrant. Two copies of this record shall be filed with the Village prior to final inspection and final payment. No buffalo-box shall be located in a driveway or in the sidewalk without the approval of the Engineer.

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

For locations where a sample station is called out on the plans the contractor will install the ¾" water service to a b-box. From the b-box the contractor will install a sample station. The sample station will be provided by the Village. All necessary material needed to make the connection from the b-box to the sample station shall be included in the price of installation.

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

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

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

WATER SERVICE REPLACEMENT,

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

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

SP-28 WATER MAIN LOWERING

Description. This item shall consist of removing existing water main and re-installing it at a lower elevation in order to provide 18" minimum of vertical clearance between an existing or proposed storm or sanitary pipe and the lowered water main. Water main pipe is to be ductile iron pipe encased in a polyethylene tube according to ANSI/AWWA C105/A21.6-93. The lowered water main diameter shall match existing pipe diameter. Method A shall be utilized to place encasement material. High-density, cross-laminated polyethylene film conforming to ASTM D1248-89 shall be used. All elbows shall be 45 degree angles. All bends are to be thrust blocked, per Village Standard WTR-05. This item also consists of furnishing all required fittings and, casing pipe, tools necessary to complete the work, except for Trench Backfill. Trench Backfill will be paid under SP-32 at the unit price per cubic foot.

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.

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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 WATER MAIN LOWERING 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.

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 WATER MAIN LOWERING and no additional compensation will be allowed the Contractor.

THRUST RESTRAINT

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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 WATER MAIN LOWERING 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 WATER MAIN LOWERING 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:

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

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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 **EACH** for,

WATER MAIN LOWERING,

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

SP-29 FIRE HYDRANT ADJUSTMENT (EXTENSION)

Description: This item shall consist of adjusting an existing fire hydrant and auxiliary valve box with extensions to meet the proposed grade in a turf parkway.

Hydrant extension shall be Waterous Pacer Top Extension for WB-67 and be painted with two coats of polyurethane high gloss enamel, #31-ISI OSHA Yellow. Extension shall be properly sized so bury line of hydrant is at finished grade. Hydrants shall be set plumb, with the nozzle and steamer connection facing the roadway. The steamer connection shall be set not less than eighteen inches (18") nor more than twenty-four inches (24") above finished grade.

Auxiliary valve box extension shall be for the existing Tyler Union Valve Box 664s (USA made only).

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

FIRE HYDRANT ADJUSTMENT (EXTENSION),

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

SP-30 STORM SEWER REMOVAL (SIZE SPECIFIED)

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

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

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

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

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

STORM SEWER REMOVAL (SIZE SPECIFIED),

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

SP-31 DRAINAGE STRUCTURE TO BE REMOVED

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

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

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

DRAINAGE STRUCTURE TO BE REMOVED

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

SP-32 PLUG EXISTING STORM SEWER

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

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

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

PLUG EXISTING STORM SEWER,

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

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)**SP-33 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.

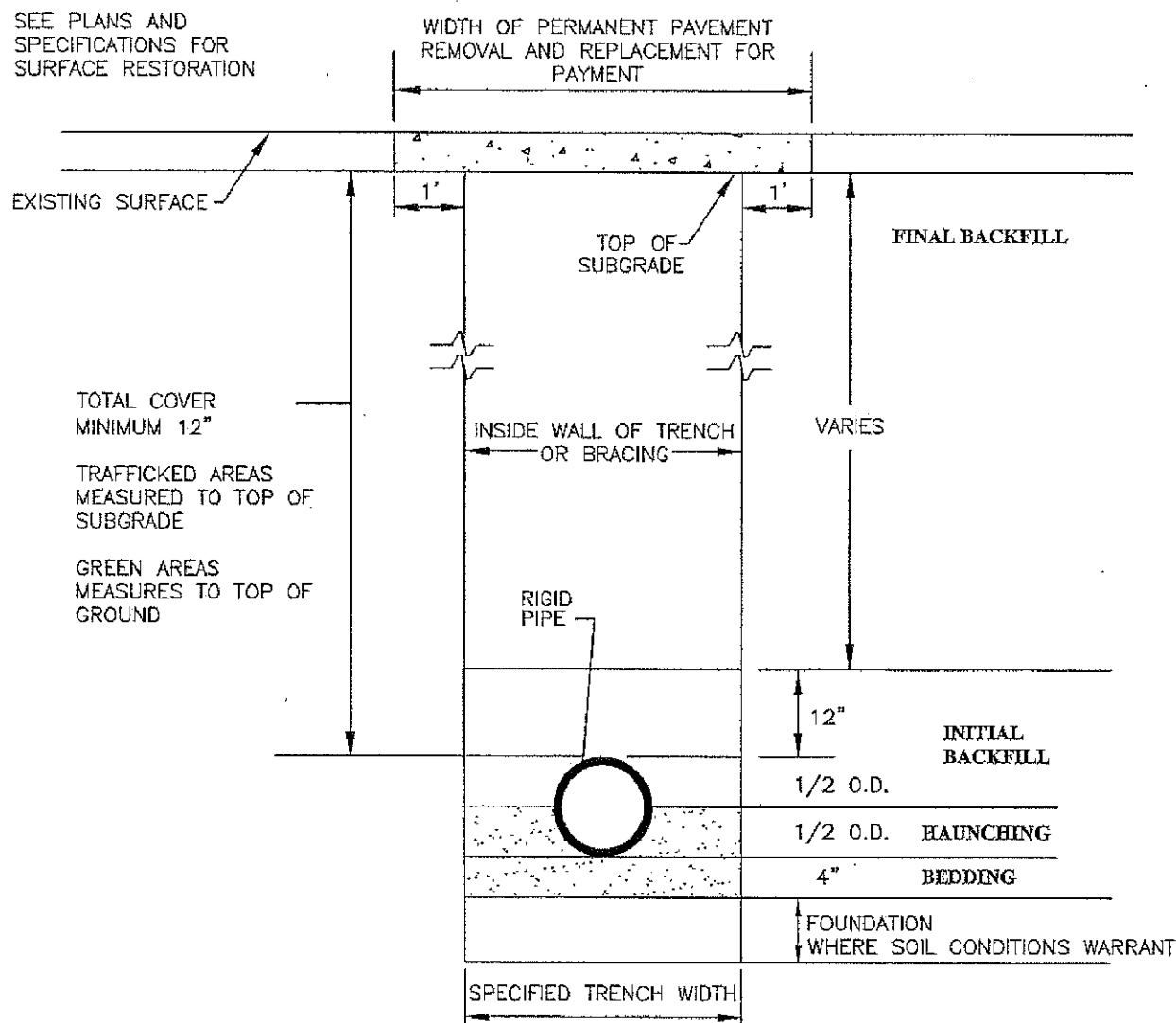
Materials: Trench Backfill, as defined in the Water and Sewer Specs, shall consist of Final Backfill, Initial Backfill, Haunching and Bedding (see detail within this special provision). Allowable aggregate gradations, as defined in Sections 1003 and 1004 of the SSRBC, shall be as follows:

- 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.

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)**SP-34 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 26-2241 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:

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

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separately.

SP-35 STRUCTURES TO BE ADJUSTED

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

A. DRAINAGE AND UTILITY STRUCTURES

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

B. SANITARY MANHOLES

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

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

DRAINAGE & UTILITY STRUCTURE TO BE ADJUSTED,

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

SP-36 MANHOLES, CATCH BASINS, AND INLETS (SIZE AND TYPE SPECIFIED)

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

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

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ASTM A48.

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

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

Precast base sections shall be placed on a well graded granular bedding of not less than two inches (2") in thickness. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and support of the precast element.

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

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

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

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

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

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

SP-37 CONFLICT MANHOLE (SIZE, TYPE, FRAME)

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

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

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

CONFLICT MANHOLE (SIZE, TYPE, FRAME),

of which unit prices shall include all sewer pipe, casing pipe, couplings, frame and lids, backfilling, sand

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cushion, flat slab tops and all labor, material and equipment necessary to complete work.

SP-38 CONNECT EXISTING STORM SEWER TO PROPOSED DRAINAGE STRUCTURE, (SIZE SPECIFIED)

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

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

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

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

SP-39 RE-GRADE DITCH LINE

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

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

RE-GRADE DITCH LINE,

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

SP-40 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.

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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 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-41 IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

If construction activities will result in removal and disposal of excavation spoils, per Illinois Public Act 96-1416 and the Illinois Environmental Protection Agency, soil sampling and analysis, along with certification from a licensed professional engineer (PE) or licensed professional geologist (PG) that the soil is uncontaminated, will be required prior to clean construction and demolition debris (CCDD) facility acceptance. However, if the subject property has never been used for industrial or commercial purposes, and is not adjacent to Potentially Impacted Properties (PIP's), then the site owner or operator may certify that the soil is uncontaminated by use of IEPA form LPC-662.

To facilitate meeting the above requirements, the Village will supply a signed LPC-663 or LPC-662 form. Neither the LPC-663/662, nor the report shall be considered a guarantee that excavated material shall meet the requirements of Illinois Public Act 96-1416, and the Contractor shall be responsible for satisfactory removal and disposal of all material as specified herein. No additional environmental testing of the existing

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on-site material may be performed without prior written permission from the Engineer. In the event that Contractor performs any additional testing without the written permission of the Engineer, Contractor will be required to properly and legally dispose of all material from the project site, regardless of its suitability for disposal in a CCDD facility, at his own expense, without any additional payment for testing, hauling and disposal as specified below.

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

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

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

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

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

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

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

ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE,

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

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)

V. BID and CONTRACT FORM (Village)

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

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

BIDDER:	
Austin Tyler Construction, Inc	<u>April 29, 2021</u>
Company Name	Date
<u>23343 S. Ridge Rd.</u>	<u>Gschumal@austin-tyler.com</u>
Street Address of Company	E-mail Address
<u>ELWOOD, IL 60421</u>	<u>Gary S. Schumal</u>
City, State, Zip	Contact Name (Print)
<u>(815) 706-1090</u>	<u>Bill Krimm</u>
Business Phone	<u>815-482-8553</u>
<u>(815) 706-1171</u>	24-Hour Telephone
Business Fax	<u>[Signature]</u>
ATTEST: if a Corporation	Signature of Officer, Partner or Sole Proprietor
<u>Ronald A. Plunk</u>	<u>Gary S. Schumal</u> President
Signature of Corporation Secretary	Print Name & Title
We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.	

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)

V. BID and CONTRACT FORM (Contractor)

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

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

BIDDER:	
Austin Tyler Construction, Inc	<u>April 29, 2021</u>
Company Name	Date
<u>23343 S. Ridge Rd.</u>	<u>Gschumal@austin-tyler.com</u>
Street Address of Company	E-mail Address
<u>Elmhurst, IL 60121</u>	Gary S. Schumal
City, State, Zip	Contact Name (Print)
<u>(815) 726-1090</u>	<u>Bill Kizniewicz</u>
Business Phone	<u>815-482-8553</u>
<u>(815) 726-1171</u>	24-Hour Telephone
Business Fax	<u>[Signature]</u>
	Signature of Officer, Partner or Sole Proprietor
ATTEST: if a Corporation	<u>Gary S. Schumal</u> President
<u>Ronald A. Plunk</u>	Print Name & Title
Signature of Corporation Secretary	
We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.	

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)
REVISED PER ADDENDUM #1

SCHEDULE OF PRICES (REVISED PER ADDENDUM #1):

PAY ITEM NO.	SPEC. NO.	DESCRIPTION	TOTAL QTY	UNIT	UNIT COST	TOTAL COST
1	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	260	SQ YD	2.00	520.00
2	25200200	SUPPLEMENTAL WATERING	10	UNIT	115.00	1,150.00
3	40600625	LEVELING BINDER (MACHINE METHOD), N50	320	TON	82.00	27,840.00
4	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	34	SQ YD	49.00	1,666.00
5	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	640	TON	75.00	48,000.00
6	40700100	BITUMINOUS MATERIALS (PRIME COAT)	735	GAL	2.00	1,470.00
7	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	4,950	SQ YD	4.00	19,800.00
8	54262712	METAL FLARED END SECTIONS, 12"	5	EACH	325.00	1,625.00
9	56500600	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	7	EACH	456.00	3,192.00
10	67100100	MOBILIZATION	1	LSUM	31,186.00	31,186.00
11	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	50	FOOT	57.00	2,850.00
12	SP-4	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	1	LSUM	6,300.00	6,300.00
13	SP-5	CONSTRUCTION STAKING AND RECORD DRAWINGS	1	LSUM	11,400.00	11,400.00
14	SP-6	PRECONSTRUCTION VIDEOTAPING	1	LSUM	855.00	855.00
15	SP-7	STREET SWEEPING AND DUST CONTROL	50	HOURL	200.00	10,000.00
16	SP-8	TREE PROTECTION	2,900	FOOT	8.00	23,200.00
17	SP-9	TREE ROOT PRUNING	10	EACH	143.00	1,430.00
18	SP-10	TREE PRUNING	5	EACH	171.00	855.00
19	SP-12	PERIMETER EROSION BARRIER	500	FOOT	3.00	1,500.00
20	SP-12	INLET FILTERS	40	EACH	108.00	4,320.00
21	SP-13	TEMPORARY SURFACE OVER TRENCH - AGGREGATE (CA-6)	2,400	SQ YD	5.00	12,000.00
22	SP-14	EXPLORATORY TRENCH, SPECIAL	20	CU YD	46.00	920.00
23	SP-15	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	80	CU YD	82.00	6,560.00
24	SP-16	UNDERCUTTING FOR UTILITIES	1	CU YD	20.00	20.00
25	SP-17	POROUS GRANULAR EMBANKMENT, SUB GRADE	80	CU YD	59.00	4,720.00
26	SP-18	CONCRETE SUPPORT FOR UTILITY CROSSING	1	EACH	1,815.00	1,815.00
27	SP-19	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT, B6.12	140	FOOT	49.00	6,860.00
28	SP-20	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT	400	SQ FT	18.50	7,400.00
29	SP-21	DETECTABLE WARNINGS	60	SQ FT	28.50	1,710.00
30	SP-22	HMA DRIVEWAY REMOVAL AND REPLACEMENT, 3"	350	SQ YD	36.00	12,600.00
31	SP-23	AGGREGATE SHOULDERS, TYPE B, CA-6	920	SQ YD	13.50	12,420.00
32	SP-24	CLASS D PATCH, 6", SPECIAL	835	TON	82.00	69,305.00
33	SP-25	SANITARY SERVICE RECONNECTION	24	EACH	1,200.00	28,800.00
34	SP-26	ADJUSTING SANITARY SERVICE LINES	2	EACH	1,200.00	2,400.00
35	SP-27	WATER SERVICE REPLACEMENT	2	EACH	2,225.00	4,450.00
36	SP-28	WATER MAIN LOWERING	2	EACH	7,000.00	14,000.00
37	SP-29	FIRE HYDRANT ADJUSTMENT (EXTENSION)	1	EACH	3,200.00	3,200.00
38	SP-30	STORM SEWER REMOVAL, 6"	15	FOOT	23.00	345.00

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)
REVISED PER ADDENDUM #1

39	SP-30	STORM SEWER REMOVAL, 10"	100	FOOT	24.00	2,400.00
40	SP-30	STORM SEWER REMOVAL, 12"	700	FOOT	25.00	17,500.00
41	SP-31	DRAINAGE STRUCTURE TO BE REMOVED	18	EACH	510.00	9,180.00
42	SP-32	PLUG EXISTING STORM SEWER	8	EACH	1,030.00	8,240.00
43	SP-33	TRENCH BACKFILL	1,750	CU YD	55.00	96,250.00
44	SP-34	STORM SEWERS, SDR-26-2241, PVC, 12"	2,700	FOOT	75.00	202,500.00
45	SP-34	STORM SEWERS, PVC, SDR-26-2241, 24"	300	FOOT	170.00	51,000.00
46	SP-35	DRAINAGE & UTILITY STRUCTURE TO BE ADJUSTED	1	EACH	745.00	745.00
47	SP-36	INLET, TYPE A, TYPE 8 GRATE	3	EACH	1,065.00	3,195.00
48	SP-36	INLET, TYPE A, NEENAH R-4342 GRATE	1	EACH	1,115.00	1,115.00
49	SP-36	INLET, TYPE B, TYPE 1 FRAME AND GRATE, OL	4	EACH	1,560.00	6,240.00
50	SP-36	INLET, TYPE B, TYPE 8 GRATE	11	EACH	1,465.00	16,115.00
51	SP-36	CATCHBASIN, TYPE C, TYPE 1 FRAME AND GRATE, OL	2	EACH	1,210.00	2,420.00
52	SP-36	CATCHBASIN, TYPE C, TYPE 8 GRATE	3	EACH	1,120.00	3,360.00
53	SP-36	CATCHBASIN, 4' DIA, TYPE A, TYPE 1 FRAME AND GRATE, CL	8	EACH	2,350.00	18,800.00
54	SP-36	CATCHBASIN, 4' DIA, TYPE A, TYPE 1 FRAME AND GRATE, OL	4	EACH	2,344.00	9,376.00
55	SP-36	MANHOLE, 4' DIA., TYPE A, TYPE 1 FRAME AND GRATE, CL	4	EACH	2,140.00	8,560.00
56	SP-36	MANHOLE, 4' DIA., TYPE A, TYPE 1 FRAME AND GRATE, OL	8	EACH	2,140.00	17,120.00
57	SP-36	MANHOLE, 4' DIA., TYPE A, TYPE 8 GRATE	3	EACH	2,050.00	6,150.00
58	SP-36	MANHOLE, 5' DIA., TYPE A, TYPE 1 FRAME AND GRATE, CL	1	EACH	3,340.00	3,340.00
59	SP-36	MANHOLE, 6' DIA., TYPE A, TYPE 1 FRAME AND GRATE, CL	1	EACH	5,060.00	5,060.00
60	SP-37	CONFLICT MANHOLE, 5' DIA., TYPE A, TYPE 1 FRAME, CL	1	EACH	7,050.00	7,050.00
61	SP-38	CONNECT EXISTING STORM SEWER TO PROPOSED STRUCTURE, 12"	9	EACH	1,260.00	11,340.00
62	SP-38	CONNECT EXISTING STORM SEWER TO PROPOSED STRUCTURE, 24"	1	EACH	1,440.00	1,440.00
63	SP-39	RE-GRADE DITCH LINE	1,000	FOOT	9.00	9,000.00
64	SP-40	SOD RESTORATION	2,700	SQ YD	17.00	45,900.00
65	SP-40	GROWTH-INHIBITING EROSION CONTROL BLANKET	2,700	SQ YD	1.75	4,725.00
66	SP-41	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	10	LOAD	875.00	8,750.00

TOTAL BASE BID: 965,555.00

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)**BIDDER'S CERTIFICATION (page 1 of 3)**

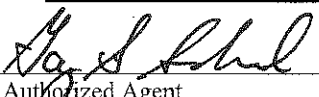
With regard to Village of Downers Grove
Highland & 41st St. Drainage, Bidder Austin Tyler Construction, Inc
 (Name of Project) (Name of Bidder)

hereby certifies the following:

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

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)

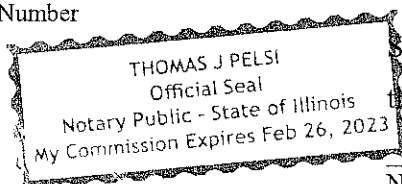
BIDDER'S CERTIFICATION (page 2 of 3)

BY: 
 Bidder's Authorized Agent

38-3900388

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
 Social Security Number



Subscribed and sworn to before me
 this 29th day of April, 2021

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

President: Gary S. Schumal

Secretary: Ronald A. Plunk

Treasurer: _____

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

Limited Liability Company (LLC)

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

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)

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: Robertson Ryan & Associates

AGENT: Mark Spangler

Street Address: 1770 Park Street Suite 210

City, State, Zip Code: Naperville, IL 60563

Telephone Number: (630) 420-3400

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

Print Name of Company: Austin Tyler Construction, Inc

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

Signature: *G. S. Schumal*

Date: April 29, 2021

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)MUNICIPAL REFERENCE LIST

Municipality: Will County P.O.T.
 Address: 16841 W. LARAWAY JOLIET, IL
 Contact Name: STEVE PEARSON Phone #: (815) 717-8474
 Name of Project: * BRISSES (WASHINGTON - I80) RECONSTRUCTION
 Contract Value: 4,900,000.00 Date of Completion: 12/2020
* 2020 IRTBA ROAD BUILDER OF THE YEAR RECIPIENT

Municipality: CITY OF LOCKPORT
 Address: 17112 PRIME BLVD LOCKPORT, IL
 Contact Name: DAN HANSON Phone #: (815) 838-0549
 Name of Project: 2ND - 5TH & 14TH - 18TH WATERMAIN & ROADSIDE
 Contract Value: 10,000,000.00 Date of Completion: 12/2020

Municipality: Village of New Lenox
 Address: 2 VETERANS PKWY NEW LENOX, IL
 Contact Name: WILL NASH Phone #: (815) 462-6400
 Name of Project: FOREST & WOOD WATERMAIN
 Contract Value: 1,063,085.00 Date of Completion: 12/2020

Municipality: CITY OF JOLIET c/o BARRY WOODMAN
 Address: 8840 192ND ST. MOMENA, IL 34700
 Contact Name: RAY KOENIG Phone #: (708) 428-2030
 Name of Project: REDGEWOOD PHASE 2 W.M.
 Contract Value: 1,719,279.00 Date of Completion: 12/2020

Municipality: K. SIMANKEE WATER RECONSTRUCTION
 Address: 1301 SYCAMORE RD. DEKALB, IL
 Contact Name: MIKE HOLLAND Phone #: (815) 758-3513
 Name of Project: DEKALB HANVERTONE TRUNK SEWER
 Contract Value: 2,885,404.00 Date of Completion: 5/2021

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)

SUBCONTRACTORS LIST

The Bidder hereby states the following items of work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

- 1) Homer Tree Type of Work TREE Removal
 Addr: 14000 S. Archer City Lockport State IL Zip 60441

- 2) ADVANCED Video Solutions Type of Work Pre-Construction Video
 Addr: 615 BEAUSITE Ct. City Schaumburg State IL Zip 60193

- 3) JAMES L. LOAN, INC Type of Work SIZE FENCE
 Addr: 27 W 231 Hwy Ave City Warrenville State IL Zip 60555

- 4) ALLIED Landscape Corp Type of Work LANDSCAPE
 Addr: 3197 S. Chicago Ave City Joliet State IL Zip 60436

- 5) DIK TRAFFIC Type of Work PNEUMATIC MARKING
 Addr: 1505 FRONTONAL Rd. City NAPERVILLE State IL Zip 60563

- 6) Chm. & Associates Type of Work Survey
 Addr: 221 W. Washington St. City Morris State IL Zip 60450

- 7) _____ Type of Work _____
 Addr: _____ City _____ State _____ Zip _____

- 8) _____ Type of Work _____
 Addr: _____ City _____ State _____ Zip _____

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: Brian Broderick

Superintendent: Bill Krizanic

Team Member: Jim Stoll

Team Member: Brian Leggett

Team Member: Justin Leggett

Team Member: Matt Lenert

Team Member: Kurt Christensen

Team Member: Vance Taylor



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

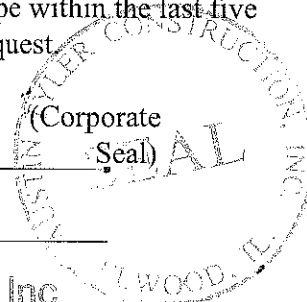
Signed by: [Signature]

Title: President

Name & Address: Austin Tyler Construction, Inc

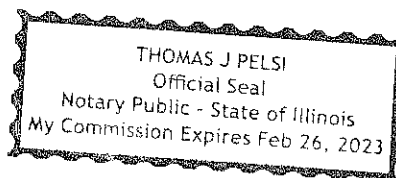
of Contractor 23343 S Ridge Road
Elwood, IL 60421

or Vendor _____



Subscribed and sworn to before
me this 29th day of April, 2021

[Signature]
Notary Public



Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)**VENDOR W-9 REQUEST FORM**

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

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

BUSINESS (PLEASE PRINT OR TYPE):NAME: Austin Tyler Construction, Inc

ADDRESS: _____

CITY: 23343 S Ridge Road
Elwood, IL 60421

STATE: _____

ZIP: _____

PHONE: (815) 724-1090 FAX: (815) 726-1171TAX ID #(TIN): 38-3900358

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: [Signature]DATE: April 23, 2021

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)**Apprenticeship and Training Certification**

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Bidder: Austin Tyler Construction, Inc

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

LABORERS LOCAL 75 - IL 017 - 0602

OPERATORS LOCAL 150 - IL 008780173

CEMENT FINISHERS LOCAL 11 - IL 004890005

The requirements of this certification and disclosure are a material part of the Contract, and the Contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

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

Signature: 

Date: April 29, 2021

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)

BUY AMERICA CERTIFICATION

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

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response. Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature 

Company Name Austin Tyler Construction, Inc

Title President

Date April 29, 2021

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 – Highland Ave & 41st St Drainage Improvements (SW-070-20A)**Suspension or Debarment Certificate**

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

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

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

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

Company Name: Austin Tyler Construction, Inc

Address: 23343 S. Ridge Rd.

City: Elwood, IL Zip Code: 60421

Telephone: (815) 726-1090 Fax Number: (815) 726-1171

E-mail Address: Gschumal@austin-tyler.com

Authorized Company Signature: Gary S. Schumal

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

Date: April 29, 2021

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)

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.


Signature

Gary S. Schumal
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

Village of Downers Grove – Highland Ave & 41st St Drainage Improvements (SW-070-20A)**BID SUBMITTAL CHECKLIST**

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

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

BID BOND

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

CONTRACTOR:

(Name, legal status and address)

Austin Tyler Construction, Inc.
 23343 S. Ridge Rd.,
 Elwood, IL 60421

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
 100 William Street
 New York, NY 10038

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: Five Percent of Bid Amount (5%)

PROJECT:

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

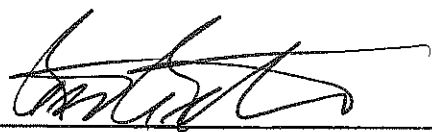
Highland Ave & 41st St Drainage Improvements. SCOPE: Installation of approximately 3000 LF of storm sewer, pavement removal, restoration and resurfacing, drainage grading, landscape restoration.

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

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

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

Signed and sealed this 26th day of April, 2021.



(Witness)

Austin Tyler Construction, Inc.

(Principal)

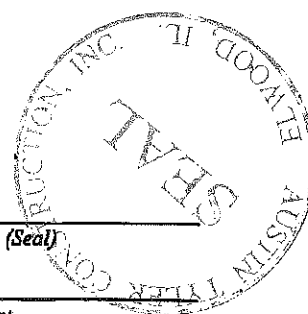


(Seal)

(Title)

Gary S. Schumal, President

Hudson Insurance Company





(Witness)

(Surety)

(Seal)



(Title)

Attorney-In-Fact

Elizabeth Marro



BID BOND POWER OF ATTORNEY

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

Lewis Mark Spangler, Lynn M. Blaylock, Christopher L. Spangler,

Elizabeth Marro and Christine Cannella

of the State of Illinois

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

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

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

(Corporate seal)

Attest:

Dina Daskalakis
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By:

Michael P. Cifone
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK

COUNTY OF NEW YORK

SS.

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

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY

Notary Public, State of New York

No. 01MU6067553

Qualified in Nassau County

Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

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

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

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

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

Witness the hand of the undersigned and the seal of said Company this 26th day of April, 20 21.

(Corporate seal)

By:

Dina Daskalakis
Dina Daskalakis, Corporate Secretary

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: HIGHLAND AVE & 41ST ST DRAINAGE IMPROVEMENTS

PROPOSAL/BID NUMBER: BID # SW-070-20A

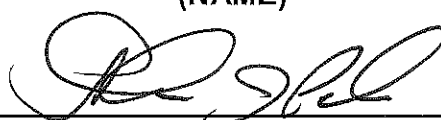
PROPOSAL/BID OPENING: April 29, 2021

ADDENDUM NO.: 1

PROPOSER/BIDDER: Austin Tyler Construction, Inc

ADDRESS: 23343 S Ridge Road
Elwood, IL 60421

RECEIVED BY: THOMAS PELSI
(NAME)


(SIGNATURE)

DATE: April 26, 2021

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

FOR

**HIGHLAND AVE & 41ST ST DRAINAGE IMPROVEMENTS
BID # SW-070-20A**

April 26, 2021

ITEM AND DESCRIPTION:

1. **REPLACE**
"SCHEDULE OF PRICES" Page 63-64 of the Call for Bid document with the attached "SCHEDULE OF PRICES (REVISED PER ADDENDUM #1)." Pay Item 62 has been revised to CONNECT EXISTING STORM SEWER TO PROPOSED STRUCTURE, 24". Plan Sheet 2 with a revised Summary of Quantities will be provided to the awarded bidder in the Construction Plan Set.
2. **REPLACE**
Plan Sheet 8 with the attached Plan Sheet 3 revised 4-22-21. Soil erosion and sediment control notes and the limits of an existing LPDA have been added.
3. **REPLACE**
Plan Sheet 9 with the attached Plan Sheet 3 revised 4-22-21. Soil erosion and sediment control notes have been added.

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
April 26, 2021**



April 26, 2021

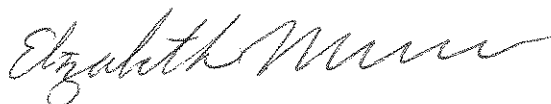
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

RE: Austin Tyler Construction, Inc.
Highland Ave & 41st St Drainage Improvements
Bid Date: 4/29/2021 @10:00 AM

To Whom It May Concern:

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

Sincerely,



Elizabeth Marro
Account Manager
Robertson Ryan & Associates
Naperville Office
630-420-3400 x1104



April 26, 2021

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

RE: Austin Tyler Construction, Inc.
Highland Ave & 41st St Drainage Improvements
Bid Date: 4/29/2021 @10:00 AM

To Whom It May Concern:

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

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

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

Sincerely,



Elizabeth Marro
Attorney In Fact
Robertson Ryan & Associates
Naperville Office
630-420-3400 x1104



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 6/11/2021
(Letting date)

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	1	2	3	4	Awards Pending	
Contract Number		60V40				
Contract With	WILMINGTON	IDOT	LOCKPORT	HOMER GLEN	MINOOKA	
Estimated Completion Date	6/1/21	8/1/21	8/1/21	6/1/21	8/1/21	
Total Contract Price	217,447.00	2,663,060.00	749,675.00	677,778.00	490,984.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	41,350.00	2,553,060.00	749,675.00	176,300.00	490,984.00	4,011,369.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						4,011,369.00

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		532,900.00	25,500.00		9,300.00	567,700.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix		355,700.00	397,900.00	82,000.00	242,600.00	1,078,200.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	15,200.00	156,500.00	2,900.00		1,600.00	176,200.00
Highway, R.R. and Waterway Structures		90,700.00				90,700.00
Drainage		279,700.00	52,200.00		23,800.00	355,700.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction		54,600.00	180,600.00	17,700.00	105,800.00	358,700.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planing & Rotomilling	15,000.00	14,600.00	48,000.00		51,900.00	129,500.00
Demolition						0.00
Other Construction (Layout)		20,000.00		6,000.00		26,000.00
Other Construction (Misc)		157,660.00	13,180.00		2,784.00	173,624.00
Other Construction (Mobilization)	5,000.00	35,000.00	15,950.00			55,950.00
Other Construction (Traffic Control)	2,850.00		6,445.00	12,000.00	11,000.00	32,295.00
Totals	38,050.00	1,697,360.00	742,675.00	117,700.00	448,784.00	3,044,569.00

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



Illinois Department of Transportation

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

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	1	2	3	4	Awards Pending	
Contract Number						
Contract With	OSWEGO	MANHATTAN	WILL COUNTY	DEKALB	JOLIET	
Estimated Completion Date	8/1/21	8/1/21	6/1/21	6/1/21	8/1/21	
Total Contract Price	76,895.00	1,288,892.00	1,737,601.00	2,885,404.00	274,111.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	33,895.00	1,288,892.00	461,500.00	597,100.00	274,111.00	6,666,867.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						6,666,867.00

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						Accumulated Totals
Earthwork	13,000.00	241,500.00	10,000.00			832,200.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	2,000.00	556,400.00	150,000.00	164,000.00	223,600.00	2,174,200.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces		196,100.00		33,600.00		405,900.00
Highway, R.R. and Waterway Structures						90,700.00
Drainage	10,000.00	122,300.00		50,000.00	11,511.00	549,511.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	1,000.00	18,200.00		7,000.00		384,900.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						129,500.00
Demolition						0.00
Other Construction (Layout)	1,000.00	20,000.00				47,000.00
Other Construction (Misc)	2,045.00	17,352.00				193,021.00
Other Construction (Mobilization)	2,850.00					58,800.00
Other Construction (Traffic Control)	2,000.00	25,000.00	69,200.00	62,000.00	39,000.00	229,495.00
Totals	33,895.00	1,196,852.00	229,200.00	316,600.00	274,111.00	5,095,227.00

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Illinois Department of Transportation

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

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(Letting date)

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	1	2	3	4	Awards Pending	
Contract Number						
Contract With	ORLAND	JOLIET	WILMINGTON	JOLIET	JOLIET	
Estimated Completion Date	12/1/21	8/1/21	8/1/21	8/1/21	8/1/21	
Total Contract Price	6,396,517.00	1,374,700.00	2,629,523.00	295,720.00	341,876.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	6,396,517.00	1,216,600.00	2,629,523.00	295,720.00	341,876.00	17,547,103.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						17,547,103.00

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

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						Accumulated Totals
Earthwork	635,900.00	14,000.00	211,200.00	52,800.00	40,000.00	1,786,100.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	2,601,700.00	66,000.00	655,100.00	5,900.00	2,400.00	5,505,300.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	547,800.00		179,900.00	23,500.00	22,400.00	1,179,500.00
Highway, R.R. and Waterway Structures						90,700.00
Drainage	236,500.00	1,000,000.00	112,100.00	107,100.00	146,400.00	2,151,611.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	1,645,100.00	85,100.00	132,300.00	59,200.00	56,200.00	2,362,800.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	440,014.00		43,839.00			613,353.00
Demolition						0.00
Other Construction (Layout)			50,000.00			97,000.00
Other Construction (Misc)			50,825.00	13,220.00	9,576.00	266,642.00
Other Construction (Mobilization)			150,000.00			208,800.00
Other Construction (Traffic Control))	100,000.00	8,000.00	51,500.00	22,000.00	52,000.00	462,995.00
Totals	6,207,014.00	1,173,100.00	1,636,764.00	283,720.00	328,976.00	14,724,801.00

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	1	2	3	4	Awards Pending	
Contract Number	LEO54					
Contract With	IDOT	LISLE	JOLIET	JOLIET	WILL COUNTY	
Estimated Completion Date	12/1/21	8/1/21	12/1/21	12/1/21	11/1/21	
Total Contract Price	942,168.00	533,534.00	886,540.00	1,603,604.00	389,389.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	942,168.00	170,800.00	886,540.00	1,603,604.00	389,389.00	21,539,604.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						21,539,604.00

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						Accumulated Totals
Earthwork	132,400.00	9,700.00	1,440.00		16,900.00	1,946,540.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	195,300.00	68,000.00	87,650.00	138,600.00	1,300.00	5,996,150.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	209,300.00					1,388,800.00
Highway,R.R. and Waterway Structures						90,700.00
Drainage	119,500.00	50,000.00	680,500.00	1,217,434.00	12,700.00	4,231,745.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	93,500.00	13,800.00	68,400.00	121,200.00	318,189.00	2,977,889.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	41,300.00					654,653.00
Demolition						0.00
Other Construction (Layout)						97,000.00
Other Construction (Misc)	24,568.00		15,400.00	18,000.00		324,610.00
Other Construction (Mobilization)	50,000.00					258,800.00
Other Construction (Traffic Control))	25,000.00	15,000.00	15,750.00	38,000.00	36,800.00	593,545.00
Totals	890,868.00	156,500.00	869,140.00	1,533,234.00	385,889.00	18,560,432.00

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Illinois Department of Transportation

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	1	2	3	4	Awards Pending	
Contract Number						
Contract With	PLAINFIELD	LOCKPORT	JOLIET	FRANKFORT		
Estimated Completion Date	8/1/21	12/1/21	12/1/21	6/1/21		
Total Contract Price	128,280.00	4,770,378.00	1,489,134.00	1,284,093.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	44,280.00	4,570,378.00	1,489,134.00	248,362.00	0.00	27,891,758.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						27,891,758.00

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						Accumulated Totals
Earthwork	1,500.00	420,700.00		23,000.00		2,391,740.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix		506,200.00	159,300.00	50,000.00		6,711,650.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces		342,800.00	1,800.00	10,000.00		1,743,400.00
Highway, R.R. and Waterway Structures						90,700.00
Drainage	25,000.00	1,851,600.00	1,168,809.00			7,277,154.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	2,000.00	723,000.00	25,500.00	89,000.00		3,817,389.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling		123,000.00		29,000.00		806,653.00
Demolition						0.00
Other Construction (Layout)		25,000.00				122,000.00
Other Construction (Misc)	2,780.00	106,078.00	22,475.00	37,662.00		493,605.00
Other Construction (Mobilization)	1,000.00	100,000.00				359,800.00
Other Construction (Traffic Control)	12,000.00	30,000.00	25,000.00			660,545.00
Totals	44,280.00	4,228,378.00	1,402,884.00	238,662.00	0.00	24,474,636.00

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



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 6/11/2021
(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	IDOT					
Contract With	62LO5					
Estimated Completion Date	8/1/21					
Total Contract Price	1,859,998.00					Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,859,998.00	0.00	0.00	0.00	0.00	29,751,756.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						29,751,756.00

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						2,391,740.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	1,286,500.00					7,998,150.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	28,000.00					1,771,400.00
Highway, R.R. and Waterway Structures						90,700.00
Drainage						7,277,154.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						3,817,389.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	123,200.00					929,853.00
Demolition						0.00
Other Construction (Layout)						122,000.00
Other Construction (Misc)	101,398.00					595,003.00
Other Construction (Mobilization)	111,500.00					471,300.00
Other Construction (Traffic Control)						660,545.00
Totals	1,650,598.00	0.00	0.00	0.00	0.00	26,125,234.00

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

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	TBD	NORTHERN	TBA	HOMER TREE	TBA
Type of Work	PAVT MARKING	GUARDRAIL	PAVT MARKING	TREE REM	PAVT MARKING
Subcontract Price	3,300.00	97,400.00	7,000.00	12,200.00	6,200.00
Amount Uncompleted	3,300.00	97,400.00	7,000.00	12,200.00	6,200.00
Subcontractor		BARRICADE LITES		TBA	SKC
Type of Work		TRAFFIC		LANDSCAPE	CRACK FILL
Subcontract Price		97,900.00		46,400.00	36,000.00
Amount Uncompleted		97,900.00		46,400.00	36,000.00
Subcontractor		PRECISION			
Type of Work		PAVT MKING			
Subcontract Price		18,000.00			
Amount Uncompleted		18,000.00			
Subcontractor		RUIZSCAPE			
Type of Work		LANDSCAPE			
Subcontract Price		119,900.00			
Amount Uncompleted		119,900.00			
Subcontractor		GREENSCAPE			
Type of Work		PIPE UD			
Subcontract Price		135,300.00			
Amount Uncompleted		135,300.00			
Subcontractor		H&H			
Type of Work		ELECTRIC			
Subcontract Price		358,300.00			
Amount Uncompleted		358,300.00			
Subcontractor		HOMER			
Type of Work		TREE REM			
Subcontract Price		28,900.00			
Amount Uncompleted		28,900.00			
Total Uncompleted	3,300.00	855,700.00	7,000.00	58,600.00	42,200.00

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

Subscribed and sworn to before me

this _____ day of _____, 20_____.

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

Notary Public

Signed _____

My commission expires: _____

Company Austin Tyler Construction, Inc

(Notary Seal)

Address 23343 S Ridge Road

Elwood, IL 60421

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor		HOMER	HOMER TREE	ALLIED	
Type of Work		TREE REM	TREE REM	LANDSCAPE	
Subcontract Price		2,640.00	43,900.00	280,500.00	
Amount Uncompleted		2,640.00	0.00	280,500.00	
Subcontractor		TBA	ALLIED		
Type of Work		LANDSCAPE	LANDSCAPE		
Subcontract Price		22,600.00	151,000.00		
Amount Uncompleted		22,600.00	25,000.00		
Subcontractor		TBA	ELECTRICAL		
Type of Work		STRIP REFL	VAN MACK		
Subcontract Price		15,200.00	179,200.00		
Amount Uncompleted		15,200.00	179,200.00		
Subcontractor		TBA	TRAFFIC CONTROL		
Type of Work		PAVT MARKING	TRAFFIC CONTROL		
Subcontract Price		30,100.00	69,000.00		
Amount Uncompleted		30,100.00	10,000.00		
Subcontractor		TBA	TRAFFIC CONTROL		
Type of Work		TRAFFIC	PAVT MARKING		
Subcontract Price		21,500.00	18,100.00		
Amount Uncompleted		21,500.00	18,100.00		
Subcontractor			MT CARMEL		
Type of Work			LIME STAB		
Subcontract Price			54,000.00		
Amount Uncompleted			0.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	92,040.00	232,300.00	280,500.00	0.00

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

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this ____ day of _____, 20____.

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

Notary Public

Signed _____

My commission expires: _____

Company Austin Tyler Construction, Inc

(Notary Seal)

Address 23343 S Ridge Road
Elwood, IL 60421

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	WARD	TBA	SEASONS	TBA	SEASONS
Type of Work	SHOTCRETE	LANDSCAPE	LANDSCAPE	LANDSCAPE	LANDSCAPE
Subcontract Price	21,070.00	43,500.00	145,077.00	8,000.00	12,900.00
Amount Uncompleted	21,070.00	43,500.00	145,077.00	8,000.00	12,900.00
Subcontractor	AFFORD CONC		ELECTRICAL	HOMER	
Type of Work	SLAB RAISING		VAN MACK	TREE REM	
Subcontract Price	97,204.00		489,624.00	4,000.00	
Amount Uncompleted	97,204.00		489,624.00	4,000.00	
Subcontractor	MARK IT		D2K		
Type of Work	PAVT MARKING		TRAFFIC		
Subcontract Price	21,504.00		47,587.00		
Amount Uncompleted	21,504.00		47,587.00		
Subcontractor	BEVERLY		D2K		
Type of Work	LANDSCAPING		PAVT MARKING		
Subcontract Price	49,725.00		27,521.00		
Amount Uncompleted	49,725.00		27,521.00		
Subcontractor			HOMER		
Type of Work			TREE REM		
Subcontract Price			3,000.00		
Amount Uncompleted			3,000.00		
Subcontractor			QUALITY		
Type of Work			RUMBLE STRIPS		
Subcontract Price			2,305.00		
Amount Uncompleted			2,305.00		
Subcontractor			BROWNFIELD		
Type of Work			SPL WASTE		
Subcontract Price			277,645.00		
Amount Uncompleted			277,645.00		
Total Uncompleted	189,503.00	43,500.00	992,759.00	12,000.00	12,900.00

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

Subscribed and sworn to before me

this _____ day of _____, 20_____.

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

Notary Public

Signed _____

My commission expires: _____

Company Austin Tyler Construction, Inc

(Notary Seal)

Address 23343 S Ridge Road
Elwood, IL 60421

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	TBD	TBA	HOMER TREE	HOMER TREE	TBA
Type of Work	LANDSCAPE	LANDSCAPE	TREE REM	TREE REM	ELECTRICAL
Subcontract Price	24,600.00	14,300.00	750.00	5,450.00	3,500.00
Amount Uncompleted	29,000.00	14,300.00	750.00	5,450.00	3,500.00
Subcontractor	29,000.00		TBA	TBA	
Type of Work	ELECTRICAL		LANDSCAPE	LANDSCAPE	
Subcontract Price	5,100.00		13,500.00	61,320.00	
Amount Uncompleted	5,100.00		13,500.00	61,320.00	
Subcontractor	TBD		TBA	TBA	
Type of Work	FENCING		PAVT MKING	PAVT MKING	
Subcontract Price	2,600.00		3,150.00	3,600.00	
Amount Uncompleted	2,600.00		3,150.00	3,600.00	
Subcontractor	TBD				
Type of Work	PAVT MARKING				
Subcontract Price	14,600.00				
Amount Uncompleted	14,600.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	51,300.00	14,300.00	17,400.00	70,370.00	3,500.00

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

Subscribed and sworn to before me

this _____ day of _____, 20_____.

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

Notary Public

Signed _____

My commission expires: _____

(Notary Seal)

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

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor		SEASONS	HOMER TREE	TBA	
Type of Work		LANDSCAPE	TREE REM	PAVT MKING	
Subcontract Price		365,100.00	18,300.00	3,700.00	
Amount Uncompleted		265,100.00	18,300.00	3,700.00	
Subcontractor		HOMER	TBA	TBA	
Type of Work		TREE REM	LANDSCAPE	LANDSCAPE	
Subcontract Price		9,100.00	65,500.00	6,000.00	
Amount Uncompleted		9,100.00	65,500.00	6,000.00	
Subcontractor		TBA	TBA		
Type of Work		PAVT MKING	PAVT MKING		
Subcontract Price		11,600.00	2,450.00		
Amount Uncompleted		11,600.00	2,450.00		
Subcontractor		NORTHERN			
Type of Work		GUARDRAIL			
Subcontract Price		22,400.00			
Amount Uncompleted		22,400.00			
Subcontractor		TBA			
Type of Work		ELECTRIC			
Subcontract Price		33,800.00			
Amount Uncompleted		33,800.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	342,000.00	86,250.00	9,700.00	0.00

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

Subscribed and sworn to before me

this _____ day of _____, 20_____.

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

Notary Public

Signed _____

My commission expires: _____

Company Austin Tyler Construction, Inc

(Notary Seal)

Address 23343 S Ridge Road
Elwood, IL 60421

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	ALLIED				
Type of Work	MOWING				
Subcontract Price	7,300.00				
Amount Uncompleted	7,300.00				
Subcontractor	HAWK				
Type of Work	ELECTRICAL				
Subcontract Price	30,700.00				
Amount Uncompleted	30,700.00				
Subcontractor	D2K				
Type of Work	TRAFFIC				
Subcontract Price	28,200.00				
Amount Uncompleted	28,200.00				
Subcontractor	D2K				
Type of Work	PAVT MARKING				
Subcontract Price	69,900.00				
Amount Uncompleted	69,900.00				
Subcontractor	ROAD FABRICS				
Type of Work	JT SEAL				
Subcontract Price	73,300.00				
Amount Uncompleted	73,300.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	209,400.00	0.00	0.00	0.00	0.00

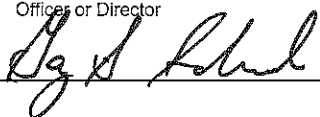
I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion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

Subscribed and sworn to before me

this 29th day of APRIL, 20 21.


Notary Public

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

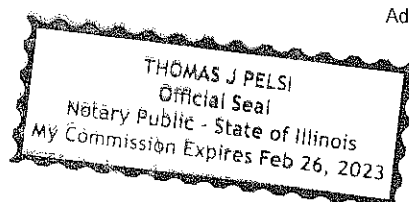
Signed 

My commission expires: FEB 26, 2023

Company Austin Tyler Construction, Inc

(Notary Seal)

Address 23343 S Ridge Road
Elwood, IL 60421





Village of Downers Grove

Contractor Evaluation

Contractor: Austin Tyler Construction

Projects: Elm & Earlston Drainage Improvements

Primary Contact: Brian Broderick Phone: (815) 351-7285

Time Period: September 2019-June 2020

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

Provide details if early or late completion:

Change Orders (attach information if needed): None

Difficulties / Positives: Contractor worked well with residents and business owners during the project. Some issues with placement of erosion control in a timely manner at beginning of the project. Scheduling of paving was late to complete project before winter weather. Contractor issued an extra year of warranty on the paving improvements due to scheduling issues.

Interaction with public:

☐ Excellent ☒ Good ☐ Average ☐ Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

☐ Well Satisfied ☒ Satisfied ☐ Not Satisfied

Reviewers: Nate Hawk

Date: 01/14/21



Village of Downers Grove

Contractor Evaluation

Contractor: Austin Tyler Construction, LLC

Project: 2018 Water Main Improvements Contract B, IEPA18B

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

Time Period: June 2018 October 2018

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

Provide details if early or late completion:

Change Orders (attach information if needed): None

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

Interaction with public:

☐ Excellent ☒ Good ☐ Average ☐ Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

☒ Well Satisfied ☐ Satisfied ☐ Not Satisfied

Reviewers: Scott Vasko

Date: 10/01/18