

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**8/3/2021**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Award of Contract - Jefferson-Brookbank Sidewalk Connection (S-011)	Andy Sikich Public Works Director

**SYNOPSIS**

A motion is requested to award a contract for the Jefferson-Brookbank Sidewalk Connection project to Copenhaver Construction, Inc. of Gilberts, IL in the amount of \$77,634.00.

**STRATEGIC PLAN ALIGNMENT**

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

**FISCAL IMPACT**

The FY21 budget includes \$150,000 in the Capital Projects Fund for this project.

**RECOMMENDATION**

Approval on the August 3, 2021 consent agenda.

**BACKGROUND**

A narrow strip of public right-of-way exists between Jefferson Avenue and Brookbank Road that has, over the years, become a high-traffic pedestrian crossing over St. Joseph Creek. This project includes upgrading the current gravel walkway to a concrete sidewalk, replacing the existing narrow crossing over the creek with a 6ft-wide boardwalk, and restoring areas disturbed by the project to a combination of grass and wildflowers.

A call for bids (CFB) was issued and published in accordance with the Village's Purchasing Policy. Five bids were received on June 25, 2021, and a synopsis of the bids is as follows:

<b>Contractor</b>	<b>Total Bid</b>	
Copenhaver Construction, Inc.	\$ 77,634.00	<b>Low Bid</b>
Sumit Construction Co.	\$ 88,694.00	
Alliance Contractors Inc.	\$92,577.00	
ALamp Concrete Contractors, Inc.	\$ 94,694.50	
Martam Construction, Inc.	\$ 148,718.60	

Staff recommends award of the project to Copenhaver Construction, Inc., who completed the construction of Washington Park in 2010. Additionally, references were checked from the City of Wheaton and the

DuPage Department of Transportation. Both agencies reported that Copenhaver Construction, Inc. successfully completed recent projects on time and within budget.

**ATTACHMENTS**

Contract



## CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Copenhaver Construction, Inc.
- II. Instructions and Specifications:
- A. Project No.: S-011-19
  - B. For: Jefferson-Brookbank Sidewalk Connection
  - C. Bid Opening Date/Time: Friday, June 25, 2021 @ 10:00 a.m.
  - D. Pre-Bid Conference Date/Time: N/A
  - E. Pre-Bid Conference Location: N/A
- III. Required of All Bidders:
- A. Bid Deposit: 5%
  - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
  - B. Certificate of Insurance: YES

Legal Advertisement Published: Friday, June 11, 2021

This document comprises 58 pages.

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

JOHN M. WELCH, PE, CFM  
VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVE.  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5494  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**CALL FOR BIDS – FIXED WORKS PROJECT**

**Project No.: S-011-19**

**Bid No.: CFB-45-0-2021/JW**

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

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

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

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

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

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

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**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: John Welch, 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.

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

- 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.

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

- 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.
- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

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.

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

- 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 of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

**11. RETURN OF BID DEPOSIT**

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

**12. FAILURE TO ENTER INTO CONTRACT**

- 12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

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

- 12.3 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty, but in payment of liquidated damages sustained as the result of such failure to execute the Contract.

- 12.4 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

**13. SECURITY FOR PERFORMANCE**

- 13.1 The successful Bidder shall, within ten (10) days after acceptance of the Bidder's Bid by the Village, furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the Bid. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

**14. TAX EXEMPTION**

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

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**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 – Jefferson-Brookbank Sidewalk Connection (S-011-19)

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

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

**19. USE OF VILLAGE'S NAME**

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

**20. HOURS OF WORK**

20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Sundays or legal holidays. The Contractor shall do no work on Saturdays, unless otherwise approved in writing by the Village. If approved by the Village, allowed work hours on Saturdays shall be between the hours of 8:00 a.m. and 3:00 p.m. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village. Any work, including the starting and/or idling of vehicles or machinery, or a congregation of workers prior to starting work, which may cause any noise level that can be heard by adjacent residents, performed outside of these hours of work and not authorized by the Village shall be subject to a fine of \$250 per day, per violation, which shall be deducted from the value of work completed.

**21. PERMITS AND LICENSES**

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

**22. INSPECTION**

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

**23. DELIVERIES**

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

**24. SPECIAL HANDLING**

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

**25. NONDISCRIMINATION**

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

- 25.1 Contractor shall, as a party to a public contract:
- 25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
  - 25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.
- 25.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et seq., and The Americans with Disabilities Act, 42 U.S.C. Secs. 12101 et seq.

**26. SEXUAL HARASSMENT POLICY**

- 26.1 The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:
- 26.1.1 Notes the illegality of sexual harassment;
  - 26.1.2 Sets forth the State law definition of sexual harassment;
  - 26.1.3 Describes sexual harassment utilizing examples;
  - 26.1.4 Describes the Contractor's internal complaint process including penalties;
  - 26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
  - 26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**27. EQUAL EMPLOYMENT OPPORTUNITY**

- 27.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:
- 27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

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.

**28. DRUG FREE WORK PLACE**

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

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 – Jefferson-Brookbank Sidewalk Connection (S-011-19)

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

**31. PATRIOT ACT COMPLIANCE**

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

- 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
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section.9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 32.2 Comprehensive General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

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

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

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 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

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

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 an infringement of any patent or copyright.

**40. BUY AMERICA**

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

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 construed to be a waiver of any provision except for the particular instance.

**45. CHANGE ORDERS**

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

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

**46. SEVERABILITY OF INVALID PROVISIONS**

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

**47. GOVERNING LAW AND VENUE**

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

**48. NOTICE**

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

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

And to the Contractor as designated on the Contract Form.

**49. AMENDMENT**

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

**50. COOPERATION WITH FOIA COMPLIANCE**

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

**51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT**

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

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

### **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

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

in the completion of the Work specified in this Contract.

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

#### 4. PROSECUTION AND PROGRESS

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

- 4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:
- 4.1.1 The Contractor shall schedule his work such that all improvements shall be complete by **Friday, October 22, 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 None
- 4.1.4 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1, 4.1.2, 4.1.3, or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC. In addition, the Contractor shall be liable for additional costs incurred by the Village due to the delay for construction engineering services, which shall be deducted from the value of work completed.
- 4.1.5 Upon substantial completion of the project, the Engineer will deliver to the Contractor a punch list as well as a due date for completion of the punch list. If the Contractor fails to complete the punch list by the stated punch list completion date, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.
- 4.1.5 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.
- 4.1.6 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

**5. MEASUREMENT AND PAYMENT**

- 5.1 Section 109 of the SSRBC shall govern measurement and payment, with the following additions:
- 5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)
- 5.1.2 The Village will require that partial and final affidavits for all labor, materials and

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

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

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

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

**6. SCOPE OF WORK**

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

- 6.1.1 Modify Article 104.02 as follows:

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

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

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

If alterations or changes in quantities do not significantly change the character of the work to be performed under contract, the altered work will be paid for as provided elsewhere in the contract. The term "significant change" shall be construed to apply only when the 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~~

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

~~whose total original contract cost plus any additions exceeds ten percent of the total original contract amount, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.~~

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

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

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

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

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

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

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

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

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

#### **IV. SPECIAL PROVISIONS**

The following Special Provisions shall modify, supersede, 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 superseded* 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 superseded, and not in addition to the portion changed.

##### **SP-1 SCOPE OF WORK**

The Jefferson-Brookbank Sidewalk Connection project shall generally consist of the following:

- Extension of the PCC sidewalk between 1137 and 1203 Jefferson Avenue south to the end of Brookbank Road.
- Replace at-grade pedestrian crossing over St. Joseph Creek Southwest Tributary.
- Removal and replacement of existing sidewalk to ADA standards.
- Link the new sidewalk with the existing sidewalk along the west side of Brookbank Road.
- Installation and removal and replacement of culverts at the sidewalk connection at Brookbank Road.
- Restoration of pavement, turf and wetlands

##### **SP-2 GENERAL CONSTRUCTION REQUIREMENTS**

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

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

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

##### **Protection of Work**

The Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense.

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Cleaning Up

The Contractor shall, at all times, keep the premises free from an accumulation of waste material or rubbish caused by his employees or work. At the end of the day, he shall remove all his rubbish from and about the 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 pre-fabricated bridge installation. The Bidder must submit the following information for itself and for each Sub-Contractor:

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

**SP-4 DRIVEWAY ACCESS AND NOTIFICATION**

**Description:** If access to a driveway will be blocked 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. In addition, the Contractor shall be responsible for notifying the resident or business verbally on the morning of any driveway closure, to ensure awareness of the lack of access.

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

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

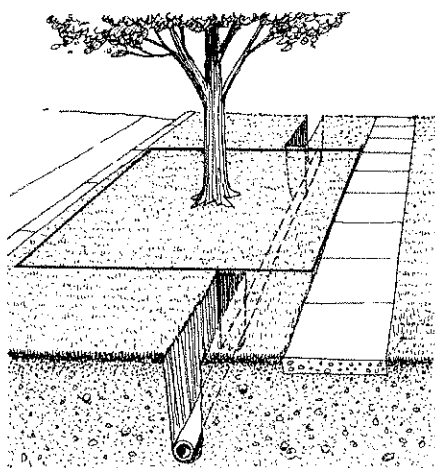
**SP-5 TREE PROTECTION**

**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.

<u>Parkway Tree diameter at 4.5'</u>	<u>Width street to property (min. curb to sidewalk)</u>	<u>Length along street 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



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

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

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 augured underneath the public parkway trees. Excavation pits for auguring 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:

1. 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.
2. 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.
3. Fines of \$500 for the 1<sup>st</sup> offense; \$1,000 for the 2<sup>nd</sup> offense; \$2,500 for the 3<sup>rd</sup> and subsequent offenses.
4. 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

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

shall be deducted from the payments made to the Contractor for the project. Should the Village hire another Contractor or tree service to complete pruning work, these costs shall also be deducted from the payments made to the Contractor.

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

**TREE PROTECTION,**

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

**SP-6 TREE ROOT PRUNING**

**Description:** All trees, public or private, affected by new sidewalk installation within its root protection zone, shall be root pruned prior to any excavation taking place. Root pruning shall be performed in accordance with the Tree Protection Zone detail of the Plans, and shall be done only to the depth of the excavation necessary for installing the new sidewalk. Root pruning shall start and proceed uninterrupted for the length of travel through the root protection zone. Root pruning shall be made no more than 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-7 TRENCH BACKFILL**

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

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

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

All backfilling shall be done in accordance with Section 20-4.06 of the Water and Sewer Specs. Specifically, all trenches and excavations other than those shown on the plans or designated by the Engineer

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

to receive **SELECTED GRANULAR BACKFILL, CA-6** shall be backfilled by any acceptable method which will not dislodge or damage the pipe, or cause bridging action in the trench. Spoil material may be used as backfill in turf areas. In turf areas, **SELECTED GRANULAR BACKFILL, CA-11** shall be used to a height of one (1) foot above the top of the storm sewer pipe, and the balance of the backfill may be approved excavated material.

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

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

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

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

**Basis of Payment:** This work incidental to the cost of **CULVERT REMOVAL AND REPLACEMENT**.

**SP-8 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION:**

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

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

**GEOTECHNICAL FABRIC FOR GROUND STABILIZATION,**

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

**SP-9 EARTH EXCAVATION, SPECIAL**

This work shall consist of the excavation, removal, and disposal of existing materials located on site, unless specifically called out by specific pay item. Removals include earth excavation, existing gravel path removal, and pavement removal. This work shall be as specified and in accordance with Sections 202, 204, 205 and 440 of the SSRBC and as specified herein.

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

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

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

**EARTH EXCAVATION, SPECIAL,**

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

**SP-10 PARKWAY RESTORATION, SOD OR EROSION CONTROL BLANKET**

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

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

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

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

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

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

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**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-11 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.

**Perimeter Erosion Barrier:** 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** price, respectively, for:

**PERIMETER EROSION BARRIER,**

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

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**Ditch Checks:** Items include placement, maintenance and removal of straw wattle or rolled excelsior ditch checks at areas designated by the Engineer.

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

**TEMORARY DITCH CHECKS,**

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

**SP-12 STREET SWEEPING AND DUST CONTROL**

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

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

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

**STREET SWEEPING AND DUST CONTROL,**

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

**SP-13 HOT-MIX ASPHALT DRIVEWAY REMOVAL & REPLACEMENT (DEPTH)**

**Description:** This work shall consist of the sawcutting, 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.

The locations at which this work will be measured for payment will consist of only those areas bounded by combination concrete curb and gutter. Those areas where the surface course of the pavement flares into existing driveways beyond the limits of the fully improved areas will not be included for payment.

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

**HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT (DEPTH),**

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

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**SP-14 PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL 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 overlay of existing sidewalks.

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 setup of form work such that the maximum running slope of the finished walk does not exceed 5 percent (1:20) or not to exceed the general grade established for the roadway, and the cross slope is not more than 2 percent (1:50).
- d) The placement of 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;
- e) The tooling of contraction joints, 3/4-inch radius and 1 inch deep, 5 feet on center;
- f) The placement of 1/2 inch thick premoulded expansion joints at 50 foot intervals on center, or abutting existing concrete sidewalk, or at the end of a pour;
- g) The adjustment to proper grade of all utility structures encountered;
- h) For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.
- i) The replacement of all traffic control devices or parking meters removed;
- j) The proper curing of all concrete work utilizing methods and materials outlined in Articles 424 and 1022.01 of the SSRBC, (Type III membrane curing compound white pigmented);
- k) The complete restoration of abutting asphalt driveways damaged as a result of installation, or where new sidewalk surface is more than 1/2 inch higher or lower than the original grade of the asphalt drive. Restoration shall consist of a minimum of one foot either side of the sidewalk; with a minimum of three inch (3") thick Hot-Mix Asphalt Surface, Mixture D, N50 (IL 9.5) surface course; and restoration of gravel drives with similar HMA restoration.
- l) Installation of ADA compliant ramps for curbed and non-curbed streets.

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

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

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

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

**P.C.C. SIDEWALK REMOVAL**  
or  
**P.C.C. SIDEWALK, 5 INCH, NEW**

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

**SP-15 HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH**

**Description:** This work shall be done in accordance with Section 440 of the SSRBC except as amended herein.

At those locations designated for HMA Surface Removal, Variable Depth, existing HMA material over existing concrete or brick bases varies in thickness. Unless otherwise directed by the engineer, it is intended that existing HMA surface is to be removed exposing the underlying concrete or brick base. Sawcut the existing pavement to establish a clean edge for the asphalt surface removal.

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

**HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH,**

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

Sawcutting shall be incidental to the cost of HOT-MIX ASPHALT SURFACE REMOVAL.

**SP-16 PREPARATION OF AGGREGATE BASE**

**Description:** This work shall consist of repair and preparation of existing aggregate bases remaining after bituminous surface removal operations and performed in accordance with the applicable portions of Section 358 of the SSRBC, except as amended herein.

This work shall include the removal and disposal of any undesirable material remaining after the bituminous surface removal operations. Undesirable material is generally referring to remaining chunks of asphalt, pavement, vegetation, dirt, etc., existing in or on the aggregate base which cannot be incorporated back into the work as aggregate base.

Removal of any unsuitable soils from the subgrade beneath the aggregate base shall be per the provision for Porous Granular Embankment Subgrade, Special.

After repair of base, the existing aggregate and any aggregate placed as part of the repair shall be graded to a minimum 2% cross slope to obtain a proper crown in the roadway to the satisfaction of the Engineer.

Additional aggregate required for the repair of the base shall be limited to crushed aggregate meeting the gradation of CA-6. The use of additional rollers per Section 1101 of the Standard Specifications will be allowed.

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**Basis of Payment:** All work in connection with the repair and preparation of aggregate bases, except necessary additional aggregate, shall be paid for at the contract unit price per **SQUARE YARD** for

**PREPARATION OF AGGREGATE BASE,**

which price shall be payment in full for the work as specified herein. Additional aggregate required for the repair of the aggregate base or to achieve proper crown shall be **INCIDENTAL** to this item.

**SP-17 CULVERT REMOVAL AND REPLACEMENT**

**Description:** This item shall consist of the removal and replacement of driveway culverts. Culverts shall be replaced with new galvanized corrugated metal pipe, Type 1, of the diameter specified. Bedding and backfill with CA-6 aggregate shall also be included. New pipe shall be laid at an elevation to match the existing ditch lines. Any ditch shaping at each end of the culvert shall also be included.

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

**CULVERT REMOVAL AND REPLACEMENT (SIZE),**

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

**SP-19 PRECONSTRUCTION VIDEOTAPING**

**Description:** This work shall consist of furnishing all materials and labor required to perform a videotape survey of the construction limits, adjacent right-of-way, and adjacent structures bordering the work. This shall include, but not be limited to, existing buildings, garages, pavements, curb and gutter, sidewalks, fences, trees and landscaping. Two (2) copies of the videotape shall be furnished to the Village in .mp4 format. Videotaping shall be performed by a reputable company meeting the approval of the Village, in the presence of a representative of the Village, and shall be performed prior to the commencement of construction. The videotape survey shall serve as a basis for establishing damage that has occurred as a result of construction operations.

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

**PRECONSTRUCTION VIDEOTAPING,**

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

**SP-20 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.

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

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

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

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

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

**CONSTRUCTION STAKING AND RECORD DRAWINGS,**

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

**SP-21 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.

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**.

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

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 OTHE SIDE signs at the corner(s) opposite the closed sidewalk.

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

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

**DEFICIENCY CHARGE:**

The primary concern of the Village is to maintain a safe travel way for the public and a safe environment

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

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-23 EXPLORATORY TRENCH, SPECIAL**

**Description.** This item shall consist of excavating an area for the purpose of locating existing utilities within the construction limits of the proposed improvements. The Contractor shall perform exploratory trenching for all existing utilities potentially in conflict with the proposed improvements. The Contractor shall proactively perform exploratory trenching in a timely fashion to help mitigate delays, if any, caused by conflicts with existing utilities. The Contractor shall also perform exploratory trenching as directed by the Engineer. It shall be the responsibility of the Contractor to immediately inform the Engineer of any conflicts with existing utilities in conflict with the proposed improvements. A nominal quantity of exploratory excavation has been included in the schedule of prices for the purpose of establishing a unit price for this item of work.

After the excavation has been inspected, it shall be backfilled as directed by the Engineer. If it is located within 2' of a paved area (existing or proposed), the excavation shall be backfilled with Trench Backfill as specified herein. Otherwise, the excavation shall be backfilled with excavated material compacted to the satisfaction of the Engineer. Any excess material shall be disposed of in accordance with Article 202.03 of the IDOT Standard Specifications.

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

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

**EXPLORATORY TRENCH, SPECIAL,**

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

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**SP-24 IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS**

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

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

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

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

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

**ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE,**

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

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**SP-25 PEDESTRIAN BRIDGE**

**Description.** This item shall consist of the preparation and construction of a pedestrian bridge according to the location and grades shown on the plans. The pedestrian bridge shall be manufactured, delivered, and installed by Custom Manufacturing, Inc., 606 Delco Drive, P.O. Box 279, Clinton, WI 53525, 608-676-2282, [contact@custommfginc.com](mailto:contact@custommfginc.com). The bridge shall be a 15' long flat bridge x 6' width with 2" x 8" curb on two sets of Galvanized Riser Pans. The bridge kit includes all steel I-beams and crossmembers, which are predrilled and have a red oxide primer finish, MCA Southern Yellow Pine treated lumber and all hardware. All lumber is pre-stained.

The contractor is responsible for scheduling and coordination with Custom Manufacturing Inc. The contractor must obtain plans of the bridge from Custom Manufacturing, Inc. signed and sealed by a Professional Structural Engineer in the State of Illinois and submit to the Village of Downers Grove for review prior to construction. The contractor will also be responsible for providing Subbase Granular Material, Type B (IDOT Gradation CA-6) in accordance with Section 311 of the IDOT Standard Specifications for the base of the bridge bearing pans at each end of the bridge.

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

**PEDESTRIAN BRIDGE,**

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

**Base material for the bridge bearing pans to be provided by the contractor at the quantity specified in the plans or as directed by the Engineer or manufacturer will be paid for separately at the contract unit price per CUBIC YARD for SUBBASE GRANULAR MATERIAL, TYPE B.**

**SP-26 SEEDING**

Revise and supplement Section 250 of the IDOT Standard Specifications according to the following.

Section 250.02 Materials. Supplement the specific portions of the referenced Article 1081.04 as follows:

(a) Section 1081.04 Seeds:

1081.04(b) Packing and Storage. Seeds shall be packed for delivery in suitable bags according to standard commercial practice. Each bag shall be tagged or labeled. If it is necessary to store the seeds after their arrival on the work site, they shall be stored in an approved weatherproof building in such a manner as to protect the seeds from deterioration and to permit easy access for inspection. Each bag of seed shall be clearly and accurately labeled. The label shall bear the supplier's guarantee of mixture and year grown, purity and germination, and date of test. Prior to planting, the Engineer must approve seed in the bags on site. Seed which is out of date, unlabeled, or has become wet, moldy, or otherwise damaged will not be acceptable.

1081.04(c) General Requirements.

1081.04(c)(1) Variety and Origin. All seeds shall be guaranteed by the vendor to be true to name and variety. Whenever a particular origin is specified, all seeds furnished shall be guaranteed to be from that origin. All native seed species must be local genotype and have an original wild source of within a radius of 150 miles from the project site. Botanical nomenclature shall follow

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

“Plants of the Chicago Region” (Swink and Wilhelm, 1994) and “The National Wetland Plant List: 2016 Wetland Ratings” (Lichvar et al, 2016).

1081.04(c)(7) Native Grass Mixture. The seed quantities indicated per acre (hectare) for Prairie Grass Seed in Classes 3, 3A, 4, 4A, 6, and 6A in Article 250.07 shall be the amounts of pure, live seed per acre (hectare) for each species listed. Seed which has actual pure, live seed yield according to tests less than the intended yield, will have the specified quantity adjusted to meet the intended pure, live seed yields. Purity and germination tests no older than twelve months from the time the seed is planted must be submitted for all seed supplied to verify quantities of bulk seed required to achieve specified seeding rate. If specified seed material is unavailable, the Contractor may submit substitutes for the Engineer’s consideration. Adjustments will be made at no cost to the contract. Approval of substitutes shall in no way waive any requirements of the contract.

Section 250.05 Seed Bed Preparation. Supplement this sub-section with the following: Existing non-native weeds within the limits of all Seeding shall be sprayed with a nonselective and non-residual herbicide (Glyphosate in an approved form) not less than 14 days before seeding. All treated non-native weeds shall be cut, removed, and properly disposed not less than 10 days after herbicide application and before seeding. Use care not to spread weed seed during seed bed preparation.

**Section 250.06 Seeding Methods.** Revise only the specific text of this sub-section as follows:

- (a) Bare Earth Seeding. Bare earth seeding shall be done using the following methods unless otherwise specified or directed by the Engineer.
- (2) Wet-Mesic Prairie Buffer Enhancement Seed shall be sown with a rangeland type grass drill hand broadcast and lightly raked into the prepared seed bed.

Section 250.07 Seeding Mixtures. Revise the specific text of this sub-section as follows: The Wet-Mesic Prairie Buffer Enhancement Seed mixture shall be as designated in the plans.

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**V. BID and CONTRACT FORM (Village)**

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

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

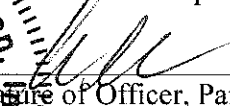
**BIDDER:**

Copenhaver Construction, Inc. June 25, 2021  
 \_\_\_\_\_  
 Company Name Date

75 Koppie Drive copenhaverinc@yahoo.com  
 \_\_\_\_\_  
 Street Address of Company E-mail Address

Gilberts, IL 60136 Ken Copenhaver  
 \_\_\_\_\_  
 City, State, Zip Contact Name (Print)

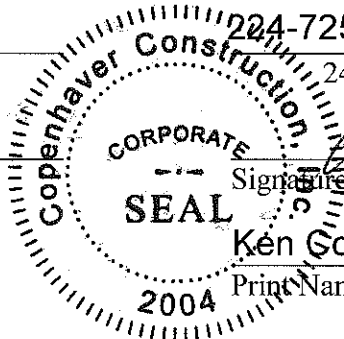
847-428-6696 224-725-9944 (Chuck Polito, General Manager)  
 \_\_\_\_\_  
 Business Phone 24-Hour Telephone

847-428-6798   
 \_\_\_\_\_  
 Business Fax Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation Ken Copenhaver, President  
 \_\_\_\_\_  
 Signature of Corporation Secretary Print Name & Title  
 Livia Nelson, Asst. Secretary

*Livia Nelson*  
 \_\_\_\_\_  
 Signature of Corporation Secretary  
 Livia Nelson, Asst. 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 – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**V. BID and CONTRACT FORM (Contractor)**

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

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

**BIDDER:**

Copenhaver Construction, Inc.

Company Name

June 25, 2021

Date

75 Koppie Drive

Street Address of Company

copenhaverinc@yahoo.com

E-mail Address

Gilberts, IL 60136

City, State, Zip

Ken Copenhaver

Contact Name (Print)

847-428-6696

Business Phone

847-725-9944 (Chuck Polito, General Manager)

24-Hour Telephone

847-428-6798

Business Fax

*[Signature]*

Signature of Officer, Partner or Sole Proprietor

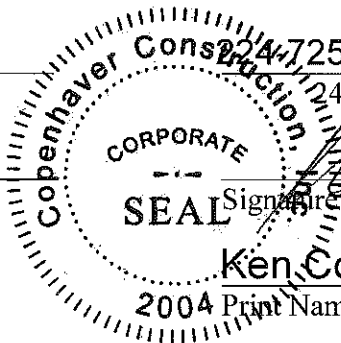
Ken Copenhaver, President

Print Name & Title

ATTEST: if a Corporation

*Livia Nelson*

Signature of Corporation Secretary  
Livia Nelson, Asst. 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 – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**SCHEDULE OF PRICES:**

Pay Item No.	ITEM DESCRIPTION	UNIT	QUANTITY	PRICE PER UNIT	EXTENSION
DG-1	EARTH EXCAVATION, SPECIAL	CU YD	84	35	2,940.00
DG-2	SOD RESTORATION	SQ YD	225	16	3,600.00
DG-3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	225	3	675.00
DG-4	TREE PROTECTION	FOOT	273	6	1,638.00
DG-5	TREE ROOT PRUNING	FOOT	25	50	1,250.00
DG-6	PERIMETER EROSION BARRIER	FOOT	300	4	1,200.00
DG-7	TEMPORARY DITCH CHECKS	FOOT	20	20	400.00
DG-8	SUBBASE GRANULAR MATERIAL, TYPE B	CU YD	2	200	400.00
DG-9	WET-MESIC PRAIRIE BUFFER ENHANCEMENT SEEDING	ACRE	0.14	10,000	1,400.00
DG-10	SUPPLEMENTAL WATERING	UNITS	11	1	11.00
DG-11	P.C.C. SIDEWALK REMOVAL	SQ FT	710	3	2,130.00
DG-12	P.C.C. SIDEWALK, 5 INCH, NEW	SQ FT	1,612	10	16,120.00
DG-13	CULVERT REMOVAL AND REPLACEMENT, 12"	FOOT	45	110	4,950.00
DG-14	SELECTED GRANULAR BACKFILL (INCIDENTAL)	CU YD	2	XXXXXX	XXXXXXX
DG-15	HOT-MIX ASPHALT DRIVEWAY REMOVAL & REPLACEMENT, 3"	SQ YD	26	70	1,820.00
DG-16	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	10	300	3,000.00
DG-17	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	1.1	3,000	3,300.00
DG-18	PREPARATION OF AGGREGATE BASE	SQ YD	10	50	500.00
DG-19	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1	2,500	2,500.00
DG-20	MOBILIZATION	L SUM	1	6,000	6,000.00
DG-21	PRECONSTRUCTION VIDEO TAPING	L SUM	1	1,000	1,000.00
DG-23	EXPLORATORY TRENCH, SPECIAL	CU YD	20	30	600.00
DG-24	STREET SWEEPING AND DUST CONTROL	HOURS	10	100	1,000.00
DG-25	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	L SUM	1	20,000	20,000.00
DG-26	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	1	200	200.00
DG-27	PEDESTRIAN BRIDGE	L SUM	1	1,000	1,000.00

Copenhaver acknowledges and agrees that this price of \$1,000 includes the purchase of the pedestrian bridge by Copenhaver without any further costs to the Village.

Signed:

Print name: Ken Copenhaver, President

Date: July 6, 2021

TOTAL BID: \$77,634.00

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**BIDDER'S CERTIFICATION (page 1 of 3)**

With regard to Jefferson-Brookbank Sidewalk Connections (S-011-19), Bidder Copenhaver 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 – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**BIDDER'S CERTIFICATION (page 2 of 3)**

BY: *[Signature]*  
Bidder's Authorized Agent  
**Ken Copenhaver, President**

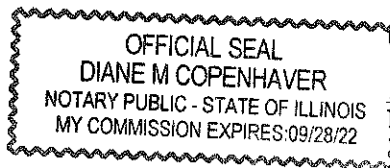
2 0 - 0 7 6 7 8 3 8

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me

this 25th day of June, 2021.



*[Signature]*  
Notary Public

(Fill Out Applicable Paragraph Below)

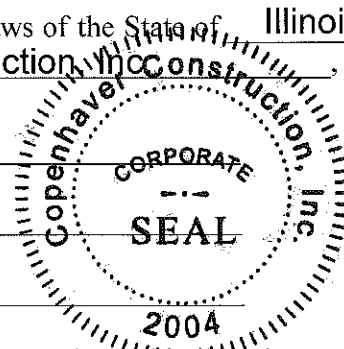
**(a) Corporation**

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

President: Ken Copenhaver

Secretary: Ken Copenhaver

Treasurer: \_\_\_\_\_



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

**Limited Liability Company (LLC)**

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

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

**BIDDER'S CERTIFICATION (page 3 of 3)**

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

(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 ~~XXX~~(circle one)

INSURER’S NAME: Accident Fund Ins Co of America, Erie Insurance Company,  
Erie Insurance Exchange

AGENT: Lamb, Little & Co.

Street Address: 1101 Perimeter Drive, Ste 500

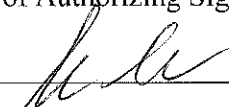
City, State, Zip Code: Schaumburg, IL 60173

Telephone Number: 847-230-3258 Josh Daugherty, V.P.

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: Copenhaver Construction, Inc.

Print Name and Title of Authorizing Signature: Ken Copenhaver, President

Signature: 

Date: June 25, 2021

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**MUNICIPAL REFERENCE LIST**

Municipality: See Attached Project References

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Copenhaver Construction, Inc.

Project References

# COPENHAVER CONSTRUCTION, INC.

75 Koppie Dr., Gilberts, IL. 60136 Phone (847) 428.6696 Fax (847) 428.6798 [Copenhaverinc@yahoo.com](mailto:Copenhaverinc@yahoo.com)

## Project References

### **Rosemont/IDOT 007 Contract 61G51 Bryn Mawr Avenue Pedestrian Bridge**

**Cost:** \$1,253,142.50

**Project:** Construction of a pedestrian bridge on Bryn Mawr Avenue over the Des Plaines River in Rosemont, Earth, channel, and structure excavation, pile driving, boardwalk structure, retaining wall, PCC sidewalks, curb & gutter, HMA pavement, perimeter erosion barrier and control, tree removal, finish landscaping.

**Contact:** Mr. Anthony Quigley, ROE, 847-705-4110

**Contact:** Bill Schultz, P.E., 847-417-7052 [wschultz@cbbel.com](mailto:wschultz@cbbel.com)

**Completion:** In Progress – May 2021

### **Northbrook/IDOT 1, Contract 60J13 Northbrook**

**Cost:** \$6,904,553

**Project:** Earth Excavation, Sheet Pile, Rebar, Water Main, Storm Sewer, HMA, Rip Rap, Box Culverts, Culvert replacement and improvements to ADA pedestrian ramps and retaining walls. **Note:** Route 68 1.2 M in Sheet Pile

**Contact:** Dino Abazovic, 847-460-2096, [hajrudin.abazovic@illinois.gov](mailto:hajrudin.abazovic@illinois.gov)

**Completion:** In Progress August 2020

### **City of Crystal Lake/Crystal Creek Culvert Removal and Replacement Project**

**Cost:** \$1,305,218.00

**Project:** Removal and replacement of 5 culvert locations, concrete headwalls, box culverts, storm sewer, water main, water valves, catch basins, concrete curb and gutter, thermoplastic pavement markings

**Contact:** Abigail Wilgreen, 815-356-3605, [awilgreen@crystallake.org](mailto:awilgreen@crystallake.org)

**Completion:** November 2019

### **IDOT 96 Contract No. 61C39/Middlefork Savanna Bridge and Trail Connection, Lake Forest**

**Cost:** \$1,692,681 *APWA Award 2019*

**Project:** Pedestrian Bridge over railroad tracks, stone bolder placement, erosion control, bike path, landscaping, trail improvements.

**Contact:** Phil Hurst, P.E., Civiltech Engineering, Inc. 815-477-1915

**Completion:** October 2018

### **IDOT 34 Contract No. 63761/Warrenville**

**Cost:** \$3,332,268

**Project:** Bridge reconstruction & road widening, removing the existing structure and constructing a new precast prestressed concrete deck beam bridge (21" depth), excavation, placement of aggregate subgrade, combination concrete curb and gutter, HMA binder and surface course, HMA paving, sidewalk, storm sewer, forcemain and watermain installation, guard rail, PCC wearing surface, pavement marking, lighting, landscaping

**Contact:** Todd Wells (630)466-6758, [twells@eeiweb.com](mailto:twells@eeiweb.com)

**Completion:** April 2017

### **Naperville Park District, Hunters Bridge Replacement**

**Cost:** \$137,156.40

**Project:** Removal of sidewalk, pedestrian bridge and abutment, install pedestrian truss superstructure, geo-web grid soil stabilization and trail improvements.

**Contact:** Jessica Burgdorf, PM at Naperville Park District 630-864-3944, [jburgdorf@napervilleparks.org](mailto:jburgdorf@napervilleparks.org)

**Completion:** December 2015

### **City of Wheaton, Rehabilitation Stonebridge Trail Bridge**

**Cost:** \$155,532

**Project:** Remove and dispose of PCC Bridge Wall, Sidewalk on Bridge, Curb. Install PCC Deck, Sidewalk on Bridge, Curbs and gutters, asphalt patches and guardrail.

**Contact:** Sarang Lagvanker, City of Wheaton (630)828-9309 [SLagvanker@wheaton.il.us](mailto:SLagvanker@wheaton.il.us)

**Completion:** October 2014

# COPENHAVER CONSTRUCTION, INC.

75 Koppie Dr., Gilberts, IL. 60136 Phone (847) 428.6696 Fax (847) 428.6798 [Copenhaverinc@yahoo.com](mailto:Copenhaverinc@yahoo.com)

## Project References – Concrete

Du Page Division of Transportation 421 N. County Farm Road Wheaton, IL 60187 Keith Warf, R.E. 630-407-6917 <a href="mailto:keith.warf@dupageco.org">keith.warf@dupageco.org</a>	Start: 04-19-2021 Value: \$215,460.00	In Progress; June 30, 2021 19-SDWLK-04-SW 2021 Sidewalk Improvements
Community Unit School District 300 2605 Bunker Hill Drive Algonquin, IL 60102 Dan Opels, Dir. of Facilities CUSD 300 224-760-2696 <a href="mailto:daniel.opels@d300.org">daniel.opels@d300.org</a>	Start: 03-17-21 Value: \$90,017.00	Completion: June 2021 Concrete Replacement – Various Sites
City of Des Plaines 1420 Miner Street Des Plaines, IL 60016 Timothy Horn, P.E. CFM 847-391-5386 <a href="mailto:thorn@desplaines.org">thorn@desplaines.org</a>	Start: 7-21-2020 Value: \$649,335.28	Completion; November 2020 MTF 20-00000-01-GM 2020 CIP Concrete Improvements Pervious concrete
Oakton Community College District 535 1600 E. Golf Road Des Plaines, IL 60016 Richard Schwass 847-635-1783 <a href="mailto:rschwass@oakton.edu">rschwass@oakton.edu</a>	Start: 6-30-2020 Value: \$134,150.00	Completion: August 2020 Oakton Community College Concrete Sidewalk Renovations
Lemont-Bromberek School District 113A 16100 127 <sup>th</sup> Street Lemont, IL 60439 Andrew Phelps, P.E. 312-464-1444 <a href="mailto:andrew@strpartners.com">andrew@strpartners.com</a>	Start: 6-22-2020 Value: \$336,412.00	Completion: August 2020 Old Quarry Middle School Concrete Sidewalk Replacement
Huntley Community School District 158 650 Dr. John Burkey Drive Algonquin, IL 60102 Doug Renkosik 847-659-6161 <a href="mailto:drenkosik@district158.org">drenkosik@district158.org</a>	Start: 6-22-2020 Value: \$31,850.00	Completion: July 2020 Miscellaneous Concrete Work; Pads, Bollards, Swale
Marquardt School District 15 1680 Glen Ellyn Road Glendale Heights, IL 60139 Steve Stavroplos, Dir. Building & Grounds 630-469-7615 ext. 1151 <a href="mailto:sstavroplos@d15.us">sstavroplos@d15.us</a>	Start: 6-17-2020 Value: \$99,072.00	Completion: August 2020 Black Hawk School Exterior Concrete Replacement

Milton Township Highway Department 23W040 Poss Street Glenn Ellyn, IL 60137 Jessica Neu, Morris Engineering 630-271-0770 ext. 110 <a href="mailto:jessica@ecivil.com">jessica@ecivil.com</a>	Start: 6-01-2020 Value: \$215,499.00 20-050000-02-GM 2020 Sidewalk Improvements	Completion: September 2020
Village of South Elgin c/o Lamp Incorporated 460 N. Grove Avenue Elgin, IL 60120 Bob Arnolde, Project Site Superintendent 224-281-2651 <a href="mailto:barnolde@lampinc.net">barnolde@lampinc.net</a>	Start: 4-06-2020 Value: \$936,000.00 Riverwalk at Panton Mill Park – Site Concrete	Completion: August 2020
City of Wheaton 303 West Wesley Street Wheaton, IL 60187 630-260-2067 Sarang Lagvankar, P.E. 630-260-2067 <a href="mailto:slagvankar@wheaton.il.us">slagvankar@wheaton.il.us</a>	Start: 3-12-2019 Value: \$6,853,357.32 2019 Downtown Streetscape - Phase 2 Construction	Completion: August 2020
Harper Community College 1200 W. Algonquin Road Palatine, IL 60067 Aaron Bruder, P.E. 847-223-4804 ext. 15 <a href="mailto:abruder@eea-ltd.com">abruder@eea-ltd.com</a>	Start: 4-20-2019 Value: \$288,800.00 2019 Sidewalk and Concrete Maintenance Project	Completion: August 2019
Community Unit School District 300 2605 Bunker Hill Drive Algonquin, IL 60102 Dan Opels 224-760-2696 <a href="mailto:daniel.opels@d300.org">daniel.opels@d300.org</a>	Completion: 2018 Value: \$174,950.00 Community Unit School District 300 – Concrete Work	
Village of Oswego 100 Parkers Mill Oswego, IL 60543 Susan Quasney, P.E. 630-551-2161 <a href="mailto:ssQuasney@oswego.il.org">ssQuasney@oswego.il.org</a>	Start: 8-23-2019 Value: \$1,578,406.00 Block 11 Public Improvements Project	Completion: May 2020
City of Crystal Lake 100 West Woodstock Street Crystal Lake, IL 60014 Abigail Wilgreen, P.E. 815-459-2020 <a href="mailto:awilgreen@crystallake.org">awilgreen@crystallake.org</a>	Start: 2-22-2018 Value: \$1,305,218.00 Crystal Creek Culvert Removal and Replacement Project	Completion: November 2019

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**SUBCONTRACTORS LIST**

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

1) None - Work will be self-performed Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

2) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

4) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

5) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

6) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

7) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

8) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**CERTIFICATION OF QUALIFICATIONS**

Project Team

Project Manager: Chuck Polito, General Manager

Superintendent: Chuck Polito, General Manager

Team Member: Steve Scanlon, Project Manager

Team Member: \_\_\_\_\_

Team Member: \_\_\_\_\_

Team Member: \_\_\_\_\_

Team Member: \_\_\_\_\_

Team Member: \_\_\_\_\_

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

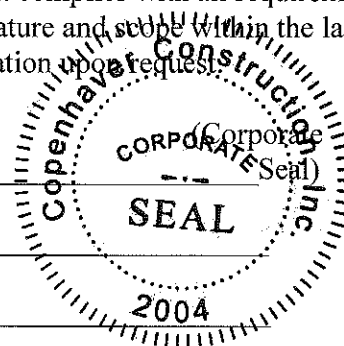
Signed by: 

Title: Ken Copenhaver, President

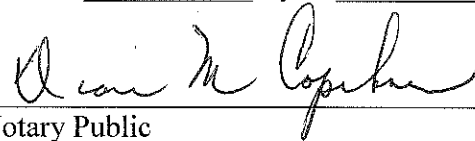
Name & Address: 75 Koppie Drive

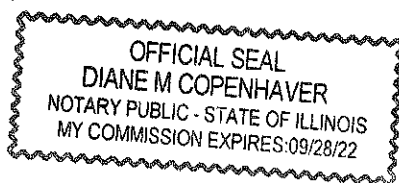
of Contractor Gilberts, IL 60136

or Vendor \_\_\_\_\_



Subscribed and sworn to before me this 25th day of June, 2021

  
Notary Public





## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**Apprenticeship and Training Certification**

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

Name of Bidder: Copenhaver 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.**

---

International Union of Operating Engineers Local 150, Northern Illinois Plasterers & Cement Local 11

---

Chicagoland Laborers District Council Training and Apprenticeship Fund

---

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: Ken Copenhaver, President

Signature:  \_\_\_\_\_

Date: June 25, 2021

Copenhaver Construction, Inc.  
Signatory Letters – Union Apprenticeship

6/23/2021 10:24 AM FROM: 708-354-0932

TO: +18474286798 P. 4

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

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

AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENT

**JAMES M. SWEENEY**  
PRESIDENT-BUSINESS MANAGER(708) 482-8800 - FAX (708) 482-7186  
6200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3892

June 23, 2021

Copenhaver Construction Inc  
75 Koppie Dr.  
Gilberts IL 60136Re: Proof of Compliance with 30 ILCS 500/30-22(6)  
Our File No. MI-00321

Dear Sir or Madam:

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

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

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

Very truly yours,

IUOE, Local 150, AFL-CIO  
District 1 dispatch office

Maribel Hernandez

Enclosures: Certificates

6/23/2021 10:24 AM FROM: 708-354-0932

TO: +18474286798 P. 6

**The United States Department of Labor**  
**Office of Apprenticeship**

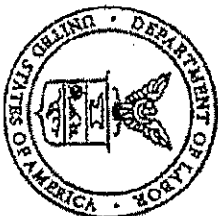
**Certificate of Registration of Apprenticeship Program**

*Operating Engineers Local 150 Apprenticeship Fund  
Wilmington, Illinois  
For the Trade - Operating Engineer*

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

*Date*  
December 31, 1978  
*Revised* June 23, 2011

*Registration No.*  
IC008780173



*Michelle J. Davis*  
*Secretary of Labor*  
*Michelle V. Hill*  
*Administrative Office of Apprenticeship*

# The United States Department of Labor Office of Apprenticeship

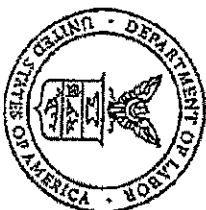
## Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund  
Wilmington, Illinois  
For the Trade — Operating Engineer (Heavy Equipment Technician)

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

May 5, 2002  
Date Revised June 21, 2011

Registration No.  
IL012020003



Walter J. Davis  
Secretary of Labor  
Al V. Hall  
Chief, Office of Apprenticeship



**NORTHERN IL. OPCMIA LOCAL 11 JATC**  
1102 RAIL DR. WOODSTOCK, IL 60098  
OFFICE: 815-527-7489  
FAX: 815-308-5295  
E-Mail: 11centerjatc@gmail.com

06/23/2021

To whom it may concern, Copenhaver Construction Inc. is a signatory contractor with the Northern IL. Plasterers and Cement Masons Local 11, and the affiliated Apprenticeship training program

*Joe Savoia*

**Apprentice Coordinator**

# The United States Department of Labor

## Office of Apprenticeship

### Certificate of Registration of Apprenticeship Program

N. I. Cement Masons & Plasterers JATC Local #11  
Woodstock, Illinois

For the Trades - Cement Mason and Plasterer

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



July 26, 1989  
Date

Revised: May 19, 2016  
Registration No.

IL004890005

*[Signature]*

Secretary of Labor

*[Signature]*

Administrator, Office of Apprenticeship

**LIUNA!**  
 Chicagoland  
**LABORERS'**  
 District Council Training & Apprentices Fund

42-L

chicagolaborers.org

**Executive Director**  
 Thomas Nordeen

22 June 2021

**Labor Trustees**  
 James P. Connolly  
 Martin Flanagan  
 Joseph V. Healy  
 Charles V. LoVerde III  
 William Martin

Copenhaver Construction, Inc.  
 75 Koppie Drive  
 Gilberts, IL 60136

**Management Trustees**

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

To Whom It May Concern:

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


You may also use this letter as verification that Copenhaver Construction, Inc. is indeed signatory to the Laborers District Council and contribute to the Laborers Training and Apprenticeship Fund and their active account is current.

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

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

**Chicago Location**  
 5700 West Homer Street  
 Chicago IL 60639

Yours very truly,



Felicita Ruiz  
 Assistant Office Manager



**LIUNA!**  
 Feel the Power



# United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

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

For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

April 12, 1999

Date REVISED August 13, 2004

11017990001

Registration No.



*L. J. Chao*  
Secretary of Labor

*Anthony Swager*  
Administrator, Apprenticeship Training, Employer and Labor Services

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**BUY AMERICA CERTIFICATION**

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

*Instructions:*

*Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.*

*Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).*

***Certificate of Compliance***

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

Signature \_\_\_\_\_

Ken Copenhaver

Company Name Copenhaver Construction, Inc.Title PresidentDate June 25, 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 – Jefferson-Brookbank Sidewalk Connection (S-011-19)

<b>Suspension or Debarment Certificate</b>
--

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: Copenhaver Construction, Inc.

Address: 75 Koppie Drive

City: Gilberts, IL 60136 Zip Code: \_\_\_\_\_

Telephone: ( ) 847-428-6696 Fax Number: ( ) 847-428-6798

E-mail Address: copenhaverinc@yahoo.com

Authorized Company Signature: 

Print Signature Name: Ken Copenhaver Title of Official: President

Date: June 25, 2021

Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**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.

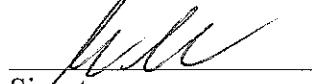
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

Ken Copenhaver, President  
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: N/A  
(company or individual)

To whom contribution was made: N/A

Year contribution made: N/A Amount: \$ 0.00

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

## Village of Downers Grove – Jefferson-Brookbank Sidewalk Connection (S-011-19)

**BID SUBMITTAL CHECKLIST**

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

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

# AIA Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Copenhaver Construction, Inc.  
75 Koppie Drive  
Gilberts, IL 60136

**SURETY:**

*(Name, legal status and principal place of business)*

Hudson Insurance Company  
100 William Street, 5th Floor  
New York, NY 10038

**OWNER:**

*(Name, legal status and address)*

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

**BOND AMOUNT: \*\*\* TEN PERCENT OF ACCOMPANYING BID \*\*\***

**PROJECT:**

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

Jefferson-Brookbank Sidewalk Connection

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

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

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 25th day of June, 2021

*Luvia Nelson*  
\_\_\_\_\_  
(Witness)

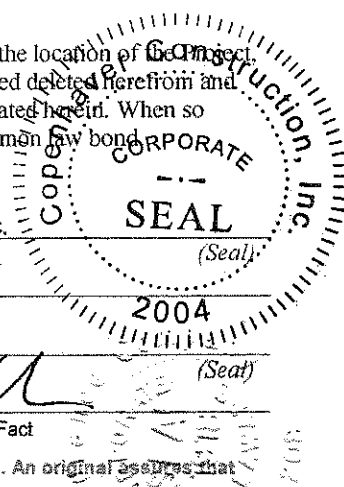
*[Signature]*  
\_\_\_\_\_  
(Witness)

Copenhaver Construction, Inc.  
\_\_\_\_\_  
(Principal)

*[Signature]*  
\_\_\_\_\_  
(Title) Ken Copenhaver, President

Hudson Insurance Company  
\_\_\_\_\_  
(Surety)

*[Signature]*  
\_\_\_\_\_  
(Title) David A. Kotula, Attorney-in-Fact



**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A310™ - 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.





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

David A. Kotula, Brian DiPaola
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.

Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 16th day of January, 20 19 at New York, New York.



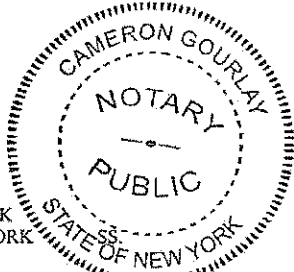
Attest: [Signature]
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
By: [Signature]
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 16th day of January, 20 19 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)



[Signature]
CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

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 undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, 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 25th day of June, 20 21.



By: [Signature]
Dina Daskalakis, Corporate Secretary

Copenhaver Construction, Inc.  
IDOT Certificate of Eligibility Contractor #1216  
IDOT BC 57 Affidavit of Availability



# Illinois Department of Transportation

Office of Highways Project Implementation / Bureau of Construction  
2300 South Dirksen Parkway / Springfield, Illinois 62764

March 19, 2021

Copenhaver Construction, Inc., #1216  
75 Koppie Drive  
GILBERTS, IL 60136

Dear Contractor,

In response to the burden the COVID-19 pandemic is having on both the private and public sectors, the department will be implementing 44 IL Adm. Code, Section 650.120 which allows the department to grant contractors a temporary extension of prequalification ratings.

Prequalification ratings set to expire March 31 through June 30, 2021 will be extended through July 31, 2021. This will allow currently prequalified firms to bid on the April, June and July lettings. As always, please submit your renewal application as soon as possible; applications are processed in the order they are received. Once your application has been analyzed, a new Certificate of Eligibility will be issued. The new certificate will supersede the extension granted with this letter and any certificate previously issued.

If your firm plans to bid on a local agency letting and has not received a new Certificate of Eligibility, a copy of this letter will need to be attached to your current Certificate of Eligibility and submitted to the local agency prior to being issued bidding documents.

**2021 Application Submittal Notice:** In addition to the mandatory hard copy submission, the department is requesting contractors submit a PDF electronic copy if possible. Electronic copies should be emailed to Tara Elston at [Tara.Elston@illinois.gov](mailto:Tara.Elston@illinois.gov).

Questions or comments may be addressed to Tara Elston, Prequalification Engineer, at (217) 782-3413.

Sincerely,

A handwritten signature in cursive script that reads "Tim Kell".

Tim Kell, P.E.  
Engineer of Construction



# Certificate of Eligibility

Contractor No 1216  
(1st Revision)

Copenhaver Construction, Inc.  
75 Koppie Drive GILBERTS, IL 60136

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED \$34,287,000.00

001	EARTHWORK	\$8,175,000
012	DRAINAGE	\$10,025,000
017	CONCRETE CONSTRUCTION	\$5,050,000
018	LANDSCAPING	\$3,550,000
022	FENCING	\$150,000
034	DEMOLITION	\$850,000
09A	HIGHWAY STRUCTURES	\$5,675,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/16/2020 TO 4/30/2021 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 7/16/2020.

*Jim Bell*  
Engineer of Construction



**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 owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
Contract Number	Robert McClary Bike Path Bridge	Marquardt Middle School	145-61G84 Highland Park		Eastwood Ave Rear Yard Drain	
Contract With	Lake Bluff	Glendale Hgts SD #15	IDOT		Schiller Park	
Estimated Completion Date	4/30/2021	6/15/2021	11/24/2021		09/30/2021	
Total Contract Price	308,266.20	413,700.00	5,485,766.97		148,915.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	262,107.45	413,700.00	4,998,360.96	0.00	148,915.00	5,823,083.41
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>5,823,083.41</b>

**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	42,875.00	20,500.00	251,880.95		315,255.95
Portland Cement Concrete Paving					0.00
HMA Plant Mix					0.00
HMA Paving	496.50		17,636.45	2,520.00	20,652.95
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces	3,356.00	12,000.00			15,356.00
Highway, R.R. and Waterway Structures	58,946.45		1,530,919.27		1,589,865.72
Drainage	5,504.00	30,500.00	1,316,505.00	83,060.00	1,435,569.00
Electrical		51,634.36	32,786.00		84,420.36
Cover and Seal Coats	611.00		6,791.59		7,402.59
Concrete Construction	33,047.80	49,400.00	198,534.84	9,080.00	290,062.64
Landscaping		6,000.00			6,000.00
Fencing	55,433.75		12,700.85	29,555.00	97,689.60
Guardrail		2,000.00	12,700.00		14,700.00
Seeding & Sodding	2,384.00		13,202.08	12,000.00	27,586.08
Signing	3,688.00	500.00	8,895.00		13,083.00
Tree Trlm/Removal		3,000.00	0.00	3,500.00	6,500.00
Cold Milling, Planning & Rotomilling		3,000.00	3,326.50		6,326.50
Pavement Markings (Paint/Thermo/Poly/Urethane)	3,335.00		32,984.69		36,319.69
Other Construction Allowance/Video	22,168.00	58,866.20	0.00	1,200.00	82,234.20
Engineer Field Office			21,600.00		21,600.00
Trainees/Trainee Training Program			15,800.00		15,800.00
Traffic Control & Protection			152,787.25	8,000.00	160,787.25
<b>Totals</b>	<b>231,845.50</b>	<b>237,400.56</b>	<b>3,629,050.47</b>	<b>0.00</b>	<b>148,915.00</b>
					<b>4,247,211.53</b>

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.

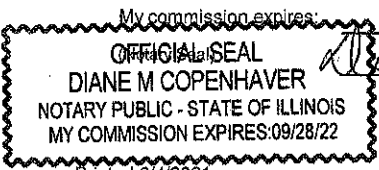
**Part III. Work Subcontracted to Others**

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

	1	2	3	4	Awards Pending
Subcontractor	TAT Enterprises	Carlisle Electric	RE Allen		
Type of Work	Asphalt	Electrical	Survey & Layout		
Subcontract Price	11,655.50	146,165.64	24,000.00		
Amount Uncompleted	11,655.50	146,165.64	18,000.00		
Subcontractor	TBD	TAT Enterprises	JEM Traffic Control		
Type of Work	Pavement Markings	Asphalt Paving	Traffic Control & Prot		
Subcontract Price		20,240.00	28,673.20		
Amount Uncompleted		20,240.00	22,938.25		
Subcontractor	Pine Waterproofing	Durabilt Fence	Kadilex		
Type of Work	Waterproof Memb	Fencing	Steel/Rebar Install		
Subcontract Price	8,000.00	3,975.00	237,374.83		
Amount Uncompleted	8,000.00	3,975.00	237,374.83		
Subcontractor	JEM Traffic Control	TruSeal	Segura Tr., Inc.		
Type of Work	Traffic Control & Prot	Pavement Markings	Trucking		
Subcontract Price	9,832.00	5,918.80	302,490.00		
Amount Uncompleted	7,374.25	5,918.80	265,490.00		
Subcontractor	Millenia		Industrial Fence		
Type of Work	Testing		Fence & Guardrail		
Subcontract Price	3,232.20		215,092.31		
Amount Uncompleted	3,232.20		215,092.31		
Subcontractor			Precision Pvt		
Type of Work			Pavement Marking		
Subcontract Price			16,178.01		
Amount Uncompleted			16,178.01		
Subcontractor			Millenia		
Type of Work			Testing		
Subcontract Price			22,610.80		
Amount Uncompleted			22,610.80		
Subcontractor			Peter Baker & Son		
Type of Work			Asphalt Paving		
Subcontract Price			367,472.79		
Amount Uncompleted			367,472.79		
Subcontractor			Carlisle Utility Contr		
Type of Work			Electrical		
Subcontract Price			204,153.50		
Amount Uncompleted			204,153.50		
<b>Total Uncompleted</b>	<b>30,261.95</b>	<b>176,299.44</b>	<b>1,369,310.49</b>		<b>0.00</b>

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 on or before and All estimated completion dates

this 4 day of June, 2021  
 Notary Public  
 My commission expires: 9/28/2022  
 Type or Print Name: Ken Copenhaver, President  
 Officer or Director: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signed: \_\_\_\_\_  
 Company: Copenhaver Construction, Inc.  
 Address: 75 Koppie Drive, Gilberts, IL 60136





**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 owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	Bliss Road Culvert Repl	18-R0654 IL 53 Normantown Rd	174-62M38 River Grove		Private Services	
Contract With	KCDOT	Romeoville	IDOT		Vlg of Fox Lake	
Estimated Completion Date	05/16/2021	5/14/2021	55 WD		7/02/2021	
Total Contract Price	800,935.50	143,738.00	777,978.40		247,502.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	306,157.19	29,851.50	584,175.34	0.00	247,502.00	6,990,769.44
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>6,990,769.44</b>

**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	30,315.25	0.00	12,440.00		19,675.00	377,686.20
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving			17,693.12		12,375.00	50,721.07
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	4,172.32	0.00			260.00	19,788.32
Highway,R.R. and Waterway Structures			43,420.65			1,633,286.37
Drainage	61,611.50	0.00	9,232.00		198,472.00	1,704,884.50
Electrical		3,541.00				87,961.36
Cover and Seal Coats			23,058.00			30,460.59
Concrete Construction	12,160.00	0.00			15,850.00	318,072.64
Landscaping	13,437.85					19,437.85
Fencing			14,500.00			112,189.60
Guardrail	29,510.00		14,800.00			59,010.00
Seeding & Sodding	8,396.65	0.00			870.00	36,852.73
Signing	8,184.00	500.00	5,255.00			27,022.00
Tree Trim/Removal		0.00				6,500.00
Cold Milling, Planning & Rotomilling			1,400.00			7,726.50
Pavement Markings (Paint/Thermo/Poly/Urethane)			11,490.10			47,809.79
Layout/Contingency/Video/As Builts	21,208.65	0.00				103,442.85
Traffic Control & Protection						160,787.25
Engineer Field Office/Items by Engineer	63,000.00		6,000.00			90,600.00
Install Raised Pvt/Pvt Texture Removal			16,231.78			16,231.78
Structures Repair			157,205.75			157,205.75
Painting and Cleaning			58,500.00			58,500.00
<b>Totals</b>	<b>251,996.22</b>	<b>4,041.00</b>	<b>391,226.40</b>	<b>0.00</b>	<b>247,502.00</b>	<b>5,126,177.15</b>

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	Thompson Survey	Tri-Tech Electric	Highway Safety		
Type of Work	Layout	Electrical	Traffic Control		
Subcontract Price	9,280.00	23,705.00	43,758.92		
Amount Uncompleted	0.00	23,705.00	32,758.92		
Subcontractor	TC&P	TruSeal	Precision Pavement		
Type of Work	Traffic Control	Pavement Markings	Pavement Markings		
Subcontract Price	27,312.40	2,015.50	26,040.00		
Amount Uncompleted	12,820.22	2,105.50	26,040.00		
Subcontractor	Precision Pvt Mkg		C3 Corp		
Type of Work	Pavement Markings		Staking/Layout		
Subcontract Price	4,536.20		5,300.00		
Amount Uncompleted	4,536.20		2,600.00		
Subcontractor	Geneva Asphalt		Schroeder Asphalt		
Type of Work	Asphalt Paving		Asphalt Paving		
Subcontract Price	30,406.20		79,017.88		
Amount Uncompleted	18,905.55		79,017.88		
Subcontractor	Homer Tree		Coordinated Systems		
Type of Work	Tree Removal		PCI Beam Repair		
Subcontract Price	5,475.00		68,675.14		
Amount Uncompleted	0.00		47,675.14		
Subcontractor	Industrial Fence		Millenia		
Type of Work	Fencing		Testing		
Subcontract Price	33,901.36		7,857.00		
Amount Uncompleted	17,899.00		4,857.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>54,160.97</b>	<b>25,810.50</b>	<b>192,948.94</b>	<b>0.00</b>	<b>0.00</b>

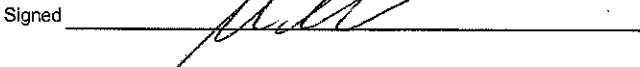
I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion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

Subscribed and sworn to before me

this 4 day of June, 2021.

  
Notary Public

Type or Print Name Ken Copenhaver, President Title

Signed 

My commission expires: 9/28/2022

Company Copenhaver Construction, Inc.

Address 75 Koppie Drive, Gilberts, IL 60136





**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 owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
Contract Number	007-61G51 Bryn Mawr Rosemont	Spring Valley Patron Impvt	116-61G46 Fox Lake	008-61G99 Park Forest		
Contract With	IDOT	Schaumburg Park District	IDOT	IDOT		
Estimated Completion Date	June 2021	5/21/2021	9/17/2021	25 WD		
Total Contract Price	1,253,142.50	1,099,500.00	2,722,349.00	243,209.15		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	43,393.50	89,403.44	1,430,958.47	243,209.15	0.00	8,797,734.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>8,797,734.00</b>

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

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

					Accumulated Totals	
Earthwork	0.00	7,021.58	9,498.00	33,055.62	427,261.40	
Portland Cement Concrete Paving					0.00	
HMA Plant Mix					0.00	
HMA Paving	0.00	0.00		4,580.00	55,301.07	
Clean & Seal Cracks/Joints					0.00	
Aggregate Bases & Surfaces	0.00			13,122.00	32,910.32	
Highway,R.R. and Waterway Structures	0.00		476,493.22		2,109,779.59	
Drainage	0.00		26,341.00	22,403.00	1,753,628.50	
Electrical		0.00	49,218.00		137,179.36	
Cover and Seal Coats				1,427.00	31,887.59	
Concrete Construction	6,678.00	0.00	102,375.00	103,330.00	530,455.64	
Landscaping		57,493.86		10,600.00	87,531.71	
Fencing	0.00	0.00	4,000.00	3,280.00	119,469.60	
Guardrail					59,010.00	
Seeding & Sodding		6,000.00		2,043.73	44,896.46	
Signing	0.00		12,140.00	1,387.80	40,549.80	
Tree Trimming/Selective Removal				3,780.00	10,280.00	
Cold Milling, Planning & Rotomilling					7,726.50	
Pavement Markings (Paint/Thermo/Poly/Urethane)					47,809.79	
MOB/LO/Allowance/Eng Office/Trainees	12,570.00				116,012.85	
Traffic Control & Protection		6,000.00	47,810.75		214,598.00	
Restroom Facility/Picnic Shelters		12,888.00			29,119.78	
Painting and Cleaning			22,685.00		81,185.00	
<b>Totals</b>	<b>19,248.00</b>	<b>89,403.44</b>	<b>750,560.97</b>	<b>199,009.15</b>	<b>0.00</b>	<b>5,936,592.96</b>

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	Segura Tr., Inc.	Utility Dynamics	Quigg Engineering	TBD	
Type of Work	Trucking	Electrical	Survey/Layout	Traffic Control & Protection	
Subcontract Price	136,095.30	18,665.00	16,500.00	19,200.00	
Amount Uncompleted	6,190.00	0.00	3,000.00	19,200.00	
Subcontractor	Rubino Engineering	Tat Enterprises	Smith Maintenance	TBD	
Type of Work	Testing	Asphalt Paving	Traffic Control	Electrical	
Subcontract Price	5,300.00	23,500.00	66,880.00	17,000.00	
Amount Uncompleted	0.00	0.00	17,150.50	17,000.00	
Subcontractor	Barricade Lites	RE Allen	Segura Tr., Inc.	TBD	
Type of Work	TC&P	Layout	Trucking	Survey/Layout	
Subcontract Price	4,157.00	6,000.00	302,760.00	8,000.00	
Amount Uncompleted	0.00	0.00	61,760.00	8,000.00	
Subcontractor	Sincere Landscaping		Precision Pavement		
Type of Work	Landscaping		Pavement Markings		
Subcontract Price	29,957.00		9,424.00		
Amount Uncompleted	17,955.50		9,424.00		
Subcontractor			Conin Contractor Svc		
Type of Work			Landscaping		
Subcontract Price			20,561.00		
Amount Uncompleted			20,561.00		
Subcontractor			Utility Dynamics		
Type of Work			Electrical		
Subcontract Price			257,832.00		
Amount Uncompleted			257,832.00		
Subcontractor			Aldridge Electric		
Type of Work			Soldier Piles		
Subcontract Price			186,630.00		
Amount Uncompleted			186,630.00		
Subcontractor			Arrow Road		
Type of Work			Asphalt Paving		
Subcontract Price			292,043.25		
Amount Uncompleted			124,040.00		
<b>Total Uncompleted</b>	<b>24,145.50</b>	<b>0.00</b>	<b>680,397.50</b>	<b>44,200.00</b>	<b>0.00</b>

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 4 day of June, 2021.

*Diane M. Copenhaver*  
Notary Public

Type or Print Name Ken Copenhaver, President  
Officer or Director Title

Signed *Ken Copenhaver*

Company Copenhaver Construction, Inc.

Address 75 Koppie Drive, Gilberts, IL 60136





**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 owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
Contract Number	070-61F92 Evanston	008-62K94 Wadsworth	2021 Sidewalk Improvements	Sierra Court Drainage Rep	2021 Drainage Improvement	
Contract With	IDOT	IDOT	DUDOT	Lake in the Hills	Hanover Park	
Estimated Completion Date	09/20/2022	25 WD	30 WD	20 WD	7/30/2021	
Total Contract Price	6,169,455.55	332,940.00	215,459.91	15,400.00	114,812.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	4,313,576.77	227,391.98	63,273.10	15,400.00	114,812.00	13,532,187.85
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>13,532,187.85</b>

**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	287,569.85	14,508.00	4,925.00		6,897.00	741,161.25
Portland Cement Concrete Paving						0.00
HMA Plant Mix					7,040.00	7,040.00
HMA Paving	77,375.00	11,240.00	3,325.00			147,241.07
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	43,217.70		780.00		172.50	77,080.52
Highway,R.R. and Waterway Structures	1,319,080.00	22,926.55				3,451,786.14
Drainage	274,089.50		7,075.00	15,400.00	59,179.50	2,109,372.50
Electrical	327,575.50	136,000.00	0.00			600,754.86
Cover and Seal Coats	7,382.00	136.00				39,405.59
Concrete Construction	113,515.00	8,330.00	16,278.00		6,523.00	675,101.64
Landscaping	174,289.05					261,820.76
Fencing	54,660.97		610.00			174,740.57
Guardrail	195,146.00					254,156.00
Seeding & Sodding	24,455.90		2,755.00			72,107.36
Signing	51,820.00		3,300.00			95,669.80
Tree Trimming/Selective Removal	20,190.00		0.00			30,470.00
Cold Milling, Planning & Rotomilling						7,726.50
Pavement Markings (Paint/Thermo/Poly/Urethane)	24,828.70		5,674.10			78,312.59
MOB/TCP/Allow/LO/Trainees/Office	349,805.00	11,365.00				477,182.85
Traffic Control & Protection			5,025.00			219,623.00
Pavement Marking Removal/Sweeping	65,589.75		1,368.00			96,077.53
Demolition						81,185.00
<b>Totals</b>	<b>3,410,589.92</b>	<b>204,505.55</b>	<b>51,115.10</b>	<b>15,400.00</b>	<b>79,812.00</b>	<b>9,698,015.53</b>

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	C3	Great Lakes Metals	RE ALLEN		TBD
Type of Work	Layout	Supply Rebar/Steel	Layout		Traffic Cont & Prot
Subcontract Price	17,000.00	18,914.72	14,000.00		35,000.00
Amount Uncompleted	8,500.00	9,515.95	0.00		35,000.00
Subcontractor	Marking Splst	Segura Tr., Inc.	TCP, Inc.		
Type of Work	Pavement Markings	Trucking/Hauling	Traffic Cont & Prot		
Subcontract Price	35,880.35	13,000.50	16,000.00		
Amount Uncompleted	29,675.50	6,100.00	4,000.00		
Subcontractor	Segura Tr	Work Zone Safety	Carlisle Utility Cont		
Type of Work	Hauling/Disposal	TC&P	Electrical		
Subcontract Price	67,002.30	3,325.00	20,157.89		
Amount Uncompleted	45,998.50	1,625.00	8,158.00		
Subcontractor	Industrial Fence	Sincere Landscape			
Type of Work	Fence/GDRL/Railing	Sodding/Topsoil			
Subcontract Price	150,728.03	5,645.48			
Amount Uncompleted	140,820.00	5,645.48			
Subcontractor	Great Lakes Metal				
Type of Work	STR STL Supplier				
Subcontract Price	810,417.00				
Amount Uncompleted	405,000.00				
Subcontractor	Kadilex Const.				
Type of Work	Rebar/Steel Install				
Subcontract Price	291,953.88				
Amount Uncompleted	272,992.85				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>902,986.85</b>	<b>22,886.43</b>	<b>12,158.00</b>	<b>0.00</b>	<b>35,000.00</b>

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 4 day of JUNE, 2021.

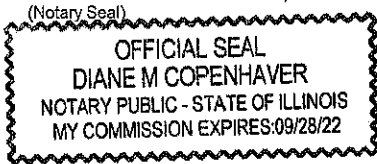
[Signature]  
Notary Public

Type or Print Name Ken Copenhaver, President  
Officer or Director Title

Signed [Signature]

My commission expires: 9/28/2022

Company Copenhaver Construction, Inc.  
Address 75 Koppie Drive, Gilberts, IL 60136





**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 owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1		3	4	Awards Pending	
Contract Number	015-62H85 Guardrail	140-62H40 Drainage	Rte 31 Water Main Relocation	McCormick Park Watermain Repl	Everglade Ave Drainage Imp	
Contract With	IDOT	IDOT	Village of South Elgin	City of Crystal Lake	Woodridge	
Estimated Completion Date	50 WD	40 WD	180 CD	07/10/2021	60 CD	
Total Contract Price	584,673.80	879,187.19	939,860.00	1,939,209.00	138,214.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	28,801.15	197,221.95	9,465.00	877,997.50	138,214.00	14,783,887.45
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>14,783,887.45</b>

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

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

						Accumulated Totals
Earthwork		11,131.46		32,945.25	11,410.00	796,647.96
Portland Cement Concrete Paving						0.00
HMA Plant Mix						7,040.00
HMA Paving					6,120.00	153,361.07
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces				5,500.00	1,075.00	83,655.52
Highway,R.R. and Waterway Structures						3,451,786.14
Drainage		48,388.34		300,465.00	62,930.00	2,521,155.84
Electrical				3,075.00		603,829.86
Cover and Seal Coats					260.00	39,665.59
Concrete Construction		39,748.10		161,898.00	12,724.00	889,471.74
Landscaping		600.00				262,420.76
Fencing					410.00	175,150.57
Guardrail						254,156.00
Seeding & Sodding		2,920.09	7,800.00	8,700.00	15,050.00	106,577.45
Signing				5,880.00		101,549.80
Tree Trimming/Selective Removal				0.00	1,035.00	31,505.00
Cold Milling, Planning & Rotomilling				11,700.00		19,426.50
Pavement Markings (Paint/Thermo/Poly/Urethane)		5,733.10		5,455.00		89,500.69
Other Construction (List)						
MOB/Allowance/LO/FLD OFFICE/Video	13,400.79	63,072.39	0.00	6,250.00	1,200.00	561,106.03
Traffic Control & Protection				102,695.25		322,318.25
Install Raised Pavement Markings				1,400.00		97,477.53
						81,185.00
<b>Totals</b>	<b>13,400.79</b>	<b>171,593.48</b>	<b>7,800.00</b>	<b>645,963.50</b>	<b>112,214.00</b>	<b>10,648,987.30</b>

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	Industrial Fence	MetroMex	TruSeal	Smith Maintenance	TBD
Type of Work	Guardrail	Asphalt	Pavement Markings	Traffic Control	Traffic Control
Subcontract Price	190,061.10	161,501.35	1,665.00	20,200.00	18,000.00
Amount Uncompleted	15,400.36	0.00	1,665.00	8,760.00	18,000.00
Subcontractor		Midwest Fence		Thompson	TBD
Type of Work		Guardrail		Staking/Layout	Staking/Layout
Subcontract Price		6,000.00		6,120.00	8,000.00
Amount Uncompleted		2,987.11		2,020.00	8,000.00
Subcontractor		TC&P		TruSeal	
Type of Work		Traffic Control		Pavement Markings	
Subcontract Price		75,191.17		5,330.00	
Amount Uncompleted		22,641.36		5,330.00	
Subcontractor				Home Towne Elect	
Type of Work				Detector Loops	
Subcontract Price				13,425.00	
Amount Uncompleted				13,425.00	
Subcontractor				Millenia	
Type of Work				Subst. Monitoring	
Subcontract Price				4,630.00	
Amount Uncompleted				2,130.00	
Subcontractor				Schroeder Asphalt	
Type of Work				Asphalt Paving	
Subcontract Price				200,369.00	
Amount Uncompleted				200,369.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>15,400.36</b>	<b>25,628.47</b>	<b>1,665.00</b>	<b>232,034.00</b>	<b>26,000.00</b>

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

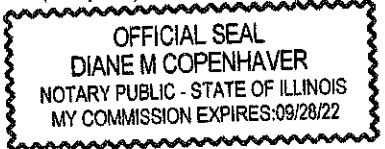
this 4 day of June, 2021

  
Notary Public

Type or Print Name Ken Copenhaver, President  
Officer or Director Title

My commission expires: 9/28/2022  
(Notary Seal)

Signed   
Company Copenhaver Construction, Inc.  
Address 75 Koppie Drive, Gilberts, IL 60136





**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 owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1		3	4	Awards Pending	
Contract Number	Sunrise Park & Beach Entrance	Concrete Work Dist Wide	Hawthorn Hills Sq Watermain		Wilder Park Improvements	
Contract With	Lake Bluff Park District	CUSD #300	County of Lake		Aurora	
Estimated Completion Date	5/26/2021	6/30/2021	165 CD		9/24/2021	
Total Contract Price	249,555.00	90,017.00	555,997.50		365,326.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	224,555.00	90,017.00	555,997.50	0.00	345,326.00	15,999,782.95
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>15,999,782.95</b>

**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	22,500.00		44,285.00	24,500.00	887,932.96
Portland Cement Concrete Paving					0.00
HMA Plant Mix					7,040.00
HMA Paving			7,649.50	8,750.00	169,760.57
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces			18,564.00	3,350.00	105,569.52
Highway,R.R. and Waterway Structures	6,255.00				3,458,041.14
Drainage	22,000.00		320,068.50	30,260.00	2,893,484.34
Electrical	9,320.00			45,781.00	658,930.86
Cover and Seal Coats					39,665.59
Concrete Construction	70,000.00	90,017.00	16,040.00	67,725.00	1,133,253.74
Landscaping	41,500.00			134,060.00	437,980.76
Fencing	38,000.00		690.00		213,840.57
Guardrail					254,156.00
Seeding & Sodding			2,373.00	18,900.00	127,850.45
Signing					101,549.80
Tree Trimming/Selective Removal					31,505.00
Cold Milling, Planning & Rotomilling					19,426.50
Pavement Markings (Paint/Thermo/Poly/Urethane)			1,500.00		91,000.69
Other Construction (List)			36,100.50		597,206.53
MOB/Allowance/LO/FLD OFFICE					
Traffic Control & Protection				12,000.00	334,318.25
Install Raised Pavement Markings					97,477.53
Other Construction (List)					81,185.00
<b>Totals</b>	<b>209,575.00</b>	<b>90,017.00</b>	<b>447,270.50</b>	<b>0.00</b>	<b>345,326.00</b>
					<b>11,741,175.80</b>

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	Aarmeda Electric		TBD		TBD
Type of Work	Electrical		Asphalt Paving		Electrical
Subcontract Price	14,980.00		41,505.00		
Amount Uncompleted	14,980.00		41,505.00		
Subcontractor			Carlisle Utility		TDB
Type of Work			Directional Drilling		Pulverization
Subcontract Price			18,552.00		
Amount Uncompleted			18,552.00		
Subcontractor			Joseph D Forman Co		TBD
Type of Work			Line Stops/Tap Sleeve		PIP Rubber Surface
Subcontract Price			15,520.00		
Amount Uncompleted			15,520.00		
Subcontractor			Mix-On-Site		TBD
Type of Work			CLSM Fill		Traffic Control
Subcontract Price			7,150.00		20,000.00
Amount Uncompleted			7,150.00		
Subcontractor			TBD		
Type of Work			Traffic Control		
Subcontract Price			20,000.00		
Amount Uncompleted			20,000.00		
Subcontractor			TBD		
Type of Work			Dust & Mud Control		
Subcontract Price			6,000.00		
Amount Uncompleted			6,000.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>14,980.00</b>	<b>0.00</b>	<b>108,727.00</b>	<b>0.00</b>	<b>0.00</b>

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 4 day of JUNE, 2021.

*[Signature]*  
Notary Public

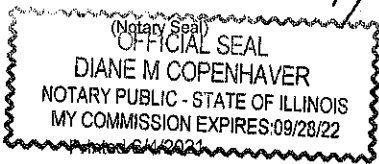
Type or Print Name Ken Copenhaver, President  
Officer or Director Title

Signed *[Signature]*

My commission expires: 9/28/2022

Company Copenhaver Construction, Inc.

Address 75 Koppie Drive, Gilberts, IL 60136





**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 owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1		3	4	Awards Pending	
Contract Number	Julian Street Improvements	Naperville Hgts Water Main	#2001 Ph1 Utility & Roadway			
Contract With	Naperville	Naperville	Glen Ellyn			
Estimated Completion Date	10/01/2021	10/15/2021	10/29/2021			
Total Contract Price	3,113,187.98	3,074,328.50	3,052,890.01			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	3,113,187.98	3,074,328.50	3,052,890.01	0.00	0.00	25,240,189.44
Uncompleted Dollar Value if Firm is the Subcontractor						
<b>Total Value of All Work</b>						<b>25,240,189.44</b>

**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	396,117.00	32,501.50	254,864.41		1,571,415.87	
Portland Cement Concrete Paving					0.00	
HMA Plant Mix					7,040.00	
HMA Paving	15,725.00	237,470.00	31,120.45		454,076.02	
Clean & Seal Cracks/Joints					0.00	
Aggregate Bases & Surfaces	246,900.00		101,774.00		454,243.52	
Highway,R.R. and Waterway Structures					3,458,041.14	
Drainage	1,064,005.00	2,351,837.00	1,754,953.00		8,064,279.34	
Electrical	57,264.17				716,195.03	
Cover and Seal Coats	4,580.80		3,664.60		47,910.99	
Concrete Construction	62,715.00	162,520.00	64,060.60		1,422,549.34	
Landscaping	19,570.28				457,551.04	
Fencing	15,000.00	1,600.00	12,816.00		243,256.57	
Guardrail					254,156.00	
Seeding & Sodding	30,475.00	12,000.00	84,000.00		254,325.45	
Signing	300.00	32,400.00			134,249.80	
Tree Trimming/Selective Removal	521.00		1,800.00		33,826.00	
Cold Milling, Planning & Rotomilling					19,426.50	
Pavement Markings (Paint/Thermo/Poly/Urethane)	623.00				91,623.69	
Layout/contingency Video/As Builts	10,000.00		12,200.00		619,406.53	
Traffic Control & Protection	58,000.00				392,318.25	
Engineer Field Office/Items by Engineer					97,477.53	
Pavement Texturing/Surface Removal			5,502.15		86,687.15	
<b>Totals</b>	<b>1,981,796.25</b>	<b>2,830,328.50</b>	<b>2,326,755.21</b>	<b>0.00</b>	<b>0.00</b>	<b>18,880,055.76</b>

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	EEL, Inc	TBD	Geneva Construction		
Type of Work	Layout/Staking	Layout/Staking	Asphalt Paving		
Subcontract Price	34,000.00	19,000.00	252,838.40		
Amount Uncompleted	34,000.00	19,000.00	252,838.40		
Subcontractor	TBD	TBD	DiNatale Const		
Type of Work	Traffic Control	Traffic Control	Concrete Paving		
Subcontract Price	145,000.00	225,000.00	236,822.40		
Amount Uncompleted	145,000.00	225,000.00	236,822.40		
Subcontractor	Carlisle Utility	TBD	Insitu-Form		
Type of Work	Electrical	Asphalt Paving	CIPP		
Subcontract Price	89,433.83		57,424.00		
Amount Uncompleted	89,443.83		57,424.00		
Subcontractor	Geneva Construction		PPI		
Type of Work	Asphalt Paving		Sewer Video/Clean		
Subcontract Price	614,481.90		28,550.00		
Amount Uncompleted	614,481.90		28,550.00		
Subcontractor	Mark-It Striping		TBD		
Type of Work	Pavement Markings		Layout/Staking		
Subcontract Price	4,777.00		13,000.00		
Amount Uncompleted	4,777.00		13,000.00		
Subcontractor	Geneva Construction		TBD		
Type of Work	Concrete Paving		Traffic Control		
Subcontract Price	234,185.00		125,000.00		
Amount Uncompleted	234,185.00		125,000.00		
Subcontractor	Clean Cut		TBD		
Type of Work	Tree Removal		Street Sweep/Clean		
Subcontract Price	9,504.00		12,500.00		
Amount Uncompleted	9,504.00		12,500.00		
<b>Total Uncompleted</b>	<b>1,131,391.73</b>	<b>244,000.00</b>	<b>726,134.80</b>	<b>0.00</b>	<b>0.00</b>

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 4 day of JUNE, 2021

  
Notary Public

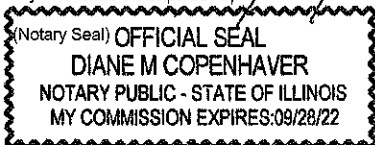
Type or Print Name Ken Copenhaver, President  
Officer or Director Title

Signed 

Company Copenhaver Construction, Inc.

Address 75 Koppie Drive, Gilberts, IL 60136

My commission expires: 9/28/2022



Copenhaver Construction, Inc.

Lamb Little – Insurance Commitment Letter

Kotula Group – Surety Commitment Letter



6/24/2021

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

RE: Jefferson-Brookbank Sidewalk Connection

To Whom It May Concern:

This letter is to serve as Certification of Coverage for Copenhaver Construction Inc. We have read the requirements in the Contract and will issue the required certificates of insurance upon award of the Contract to Bidder.

If you have any questions, please contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Anna Kuta".

Anna Kuta  
Lamb Little & Co.  
akuta@lamblittle.com



**KOTULA GROUP**  
construction surety bond specialists

June 25, 2021

To: Village of Downers Grove

Re: Jefferson-Brookbank Sidewalk Connection  
Copenhaver Construction, Inc.

To Whom It May Concern:

Please be advised that Hudson Insurance Company (A.M. Best rated A XV) is the current surety company for Copenhaver Construction, Inc. Copenhaver Construction, Inc. has a bonding capacity of \$15,000,000 single and \$30,000,000.00 aggregate which they have maintained for the last 5+ years.

We have been advised by our client that they are bidding the above referenced project. Please be advised that should Copenhaver Construction, Inc. be awarded the project and enter into an acceptable contract, Hudson Insurance Company will issue the required Performance and Payment Bonds in the amount required.

The execution of the bonds shall be conditional upon review and acceptance of the contract by Hudson Insurance Company and Copenhaver Construction, Inc.

We have every confidence in Copenhaver Construction, Inc. and its organization, and likewise recommend them for your favorable consideration.

If you have any questions, please feel free to contact our office.

Sincerely,

David A. Kotula, President  
The Kotula Group, LLC  
312-895-4565  
Dave@KotulaGroup.com

The Kotula Group, LLC  
220 N Green Street  
Chicago, IL 60607