

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**2/1/2022**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Award of Contract for Valley View Pond Improvements (SW-091)	Andy Sikich Public Works Director

**SYNOPSIS**

A motion is requested to award a contract for the Valley View Pond Improvements to Baxter & Woodman Natural Resources, LLC of Crystal Lake, Illinois in an amount not-to-exceed \$99,588.50, which includes a 10% contingency.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2021-2023 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY22 budget includes \$50,000 for construction of this project (SW-091). \$13,200 of the project cost is for 3-years of maintenance and monitoring for the native plantings (\$4,400 each year), leaving \$86,388.50 to be paid in FY22. The remaining funds in FY22 will come from existing fund balance, and the maintenance and monitoring will be budgeted in subsequent fiscal years.

**RECOMMENDATION**

Approval on the February 1, 2022, Consent Agenda.

**BACKGROUND**

In 2013, the Valley View Pond (Robey Pond) was naturalized for water quality benefits and bank stabilization. The native plantings installed at that time have thrived, however debris tends to accumulate around the current outlet structure, which necessitates staff time to clean the grate frequently in order to allow for proper drainage from the pond. With this project, a new outlet grate, made of black high-density plastic, and configured to minimize clogging, similar to the grates installed at Hill and Grand, and at Grand and 55<sup>th</sup>, is to be installed. This will alleviate potential flooding issues and lessen staff time spent cleaning the outlet grate.

The project includes removal and replacement of the existing end section and grate, and restoration of the native plantings disturbed within the pond and the area used to access the site.

A Call for Bids was issued and published in accordance with the Village's Purchasing Policy. Four (4) bids were received by the due date of January 12, 2022. A summary of the bids is as follows:

<b>Contractor</b>	<b>Base Bid</b>
Baxter & Woodman Natural Resources, LLC	\$90,535.00
V3 Construction Group, LTD	\$92,500.00
Martam Construction, Inc.	\$169,991.50
Performance Construction & Engineering, LLC	\$177,580.00

Staff recommends award of the Valley View Pond Improvements contract to Baxter & Woodman Natural Resources, LLC.

## **ATTACHMENTS**

Contract Documents

VILLAGE OF DOWNERS GROVE  
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: February 1, 2022  
(Name)

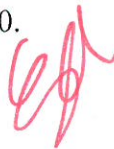
RECOMMENDATION FROM: \_\_\_\_\_ FILE REF: SW-091  
(Board or Department)

**NATURE OF ACTION:**

**STEPS NEEDED TO IMPLEMENT ACTION:**

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize execution of a contract for the Valley View Pond Improvement project (SW-091) to Baxter & Woodman Natural Resources, LLC in the amount of \$90,535 plus a 10% contingency in the amount of \$9,053.50 for a total not-to-exceed \$99,588.50.



**SUMMARY OF ITEM:**

Adoption of this motion shall authorize execution of a contract for the Valley View Pond Improvement project (SW-091) to Baxter & Woodman Natural Resources, LLC in the amount of \$90,535 plus a 10% contingency in the amount of \$9,053.50 for a total not-to-exceed \$99,588.50.

**RECORD OF ACTION TAKEN:**

---



---



---



## CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Baxter & Woodman Natural Resources, LLC
- II. Instructions and Specifications:
- A. Bid No.: SW-091-22
  - B. DemandStar Bid No: CFB-66-0-2021/SV
  - C. For: Valley View Pond Improvements
  - D. Bid Opening Date/Time: Wednesday, January 12, 2022 @ 10:00am
  - E. Pre-Bid Conference Date/Time: Wednesday, January 5, 2022 @ 10:00am (Optional)
  - F. Pre-Bid Conference Location: Public Works Building, 5101 Walnut Ave., Downers Grove, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
  - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
  - B. Certificate of Insurance: YES

Legal Advertisement Published: Wednesday, December 29, 2021

This document comprises 73 pages.

RETURN ORIGINAL BID (NO STAPLES) IN SEALED ENVELOPE MARKED WITH THE BID NUMBER AS NOTED ABOVE TO:

ZLATKO NIKOLOV  
 VILLAGE OF DOWNERS GROVE  
 5101 WALNUT AVE.  
 DOWNERS GROVE, IL 60515  
 PHONE: 630/434-5564  
 FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

**CALL FOR BIDS – FIXED WORKS PROJECT****Bid No.:** SW-091-22

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.**

**PLEASE DO NOT BIND ANY PORTION OF THE BID WITH STAPLES.**

**ALL PAGES OF THE BID MUST BE SUBMITTED SINGLE-SIDED.**

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

**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: ZLATKO NIKOLOV, 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 – Valley View Pond Improvements (SW-091-22)

- 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 – Valley View Pond Improvements (SW-091-22)

- 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



## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

concerning the Bid.

3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in 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. Please do not bind any portion of the bid with staples.

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.

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

**8. BIDDER DISQUALIFICATION**

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

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

8.1.2 Evidence of collusion among Bidders.

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

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

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

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

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

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

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

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

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

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

**9. BASIS OF AWARD**

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

**10. AWARD OF CONTRACT**

10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered (the credentials, financial information, bonding

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder).

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

**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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

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

**14. TAX EXEMPTION**

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

**15. RESERVED RIGHTS**

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

**16. CATALOGS AND SHOP DRAWINGS**

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

**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 – Valley View Pond Improvements (SW-091-22)

**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 – Valley View Pond Improvements (SW-091-22)

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:

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

**28. DRUG FREE WORK PLACE**

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

28.1.1 Publishing a statement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

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



## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

**30. PREVAILING WAGE ACT**

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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

30.6 Any bond furnished as security for performance shall include a provision that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

### 31. PATRIOT ACT COMPLIANCE

31.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a 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
		<b><i>(Applicable on a Per Project Basis)</i></b>
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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

Umbrella Liability \$ 5,000,000

- 32.2 Comprehensive General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a “Per Project Basis”.
- 32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage 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 of Downers Grove – Valley View Pond Improvements (SW-091-22)

Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

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

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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

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

**36. BILLING AND PAYMENT PROCEDURES**

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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

threatened release of the waste material collected by the Contractor, both before and after its disposal.

- 38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.

**39. COPYRIGHT or PATENT INFRINGEMENT**

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

**40. BUY AMERICA**

- 40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when 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.

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

**43. SUCCESSORS AND ASSIGNS**

- 43.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

**44. WAIVER OF BREACH OF CONTRACT**

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

**45. CHANGE ORDERS**

- 45.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.
- 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**

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

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 – Valley View Pond Improvements (SW-091-22)

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

- 1.1 The following standards shall govern the construction of the proposed improvements:
- 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Seventh Edition, 2014 (the Water & Sewer Specs.); and
  - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2016; along with Supplemental Specifications and Recurring Special Provisions as adopted by the Illinois Department of Transportation, January 1, 2021 (collectively the “SSRBC”); and
  - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised January 2017.
  - 1.1.4 Standard Detail Drawings, Village of Downers Grove, Illinois revised January, 2019.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby ineffective and not a part of this Contract.

**2. COOPERATION OF CONTRACTOR**

- 2.1 The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.
- 2.2 The Contractor shall assign a superintendent for the work per Sections 105.06 and 108.06 of the SSRBC and as amended herein. The Contractor’s superintendent shall be involved in the work to the extent necessary to prosecute the work per the Contract. Furthermore, the superintendent shall be required to attend weekly progress meetings, provide two-week schedules of expected construction activities, provide updated overall construction schedules and, if required by the Engineer, acknowledge and sign IDOT Form BC-239 Weekly Report of Resident. The Contractor shall not replace the superintendent without prior written notification to the Village.

**3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC**

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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

the completion of the Work specified in this Contract.

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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

**4. PROSECUTION AND PROGRESS**

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

4.1.1 The Contractor shall schedule his work such that all improvements shall be complete by **Friday, April 1, 2022**. 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:

Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

- 5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)
- 5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project and certified payroll records, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors MUST accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.
- 5.1.3 For each progress payment made to the Contractor prior to acceptance of the Work by the Village, the Village shall have the right to retain ten percent (10%) of the amount due to the Contractor for each such payment. The Village may, in its sole discretion, reduce the amount to be retained at any time.

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

## 6. SCOPE OF WORK

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

- 6.1.1 Modify Article 104.02 as follows:

### **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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

be performed under contract, the altered work will be paid for as provided elsewhere in the contract. The term “significant change” shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction ~~or when a major item, defined as an item whose total original contract cost plus any additions exceeds ten percent of the total original contract amount, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.~~

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

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

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

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

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

- (1) Work involving a substantial change of location.
- (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 – Valley View Pond Improvements (SW-091-22)

**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 Valley View Pond Improvements project shall generally consist of the following:

- Removal of existing outlet structure
- Installation of new outlet structure with HDPE grate
- Restoration

**SP-2 GENERAL CONSTRUCTION REQUIREMENTS**

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

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

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

**Protection of Work**

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

**Cleaning Up**

The Contractor shall, at all times, keep the premises free from an accumulation of waste material or rubbish

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

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 in-stream utility removal and reconstruction. The Bidder must submit the following information for itself and for each Sub-Contractor:

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

### **SP-1 ACCESS AND WATER SHUT-OFF NOTIFICATION**

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

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

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

### **SP-5 STATUS OF UTILITIES**

Effective: November, 2021

Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

Revised: -----

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

Utilities to be adjusted

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

Location	Type	Description	Owner	Duration of Time	Agency Responsible for Resolution

Utilities to be watched and protected

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

Stage / Location	Type	Description	Owner
O’Brien Park	Sanitary Sewer	Service lines to be located in field. See Sheets for approximate locations.	Downers Grove Sanitary District (DGSD)
O’Brien Park	Electric	Service lines to be locate in field. See Sheets for approximate locations.	ComEd

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

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
DGSD	Keith Shaffner	630-969-0664	kshaffner@dgdsd.org
ComEd	Kyle Isek	815-260-3024	Kyle.isek@comed.com



Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

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

**SP-6 EXPLORATORY TRENCH, SPECIAL**

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

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

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

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

**EXPLORATORY TRENCH, SPECIAL,**

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

**SP-7 PRECONSTRUCTION VIDEOTAPING**

**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 on a flash drive. 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,**

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

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

### **SP-8 CONSTRUCTION STAKING AND RECORD DRAWINGS**

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

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

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

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

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

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

### **CONSTRUCTION STAKING AND RECORD DRAWINGS**

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

### **SP-9 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS**

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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

The Contractor shall ensure that work zone in question is properly signed, barricaded and otherwise marked.

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

The Contractor shall plan the work not to leave any open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.

In the event that one direction of vehicular travel must be closed, the Contractor shall use certified flaggers (minimum of two) to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the lane closures, and shall issue written authorization prior to closure. Presence of certified flaggers shall be required anytime the contractor's activities may impede the designated flow of traffic.

In the event that both directions of vehicular travel must be closed, the Contractor shall set up a detour route to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and shall issue written authorization prior to closure. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.

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

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

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

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

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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

completion of any work blocking said access, and full access must be restored to all properties over weekends and legal holidays unless approved by the Engineer. Special consideration to hours and location of work near school shall be made to allow for full and safe access during normal student arrival and departure schedules. The Contractor is responsible for all traffic control and this item is incidental to the cost of the overall contract work.

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

**DEFICIENCY CHARGE:**

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

Failure to comply with the Contract or as directed by the Engineer as it relates to corrections or modifications to the traffic control and protection will result in a deduction of either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater, in accordance with Article 105.03. This charge is separate from the cost of any corrective work ordered. The Contractor shall not be relieved of any contractual responsibilities by the Village's actions.

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

**TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS**

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

**SP-10 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,

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

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.

**SP-11 TREE PROTECTION**

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.

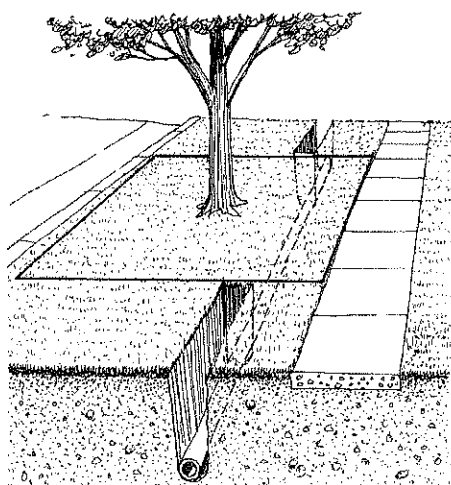
Tree protection shall include avoiding damage to the above ground tree branches and trunk, and the below ground root system and surrounding soil. Tree crowns and trunks shall not suffer any branch or bark loss. Roots shall be protected from compaction, storage of materials, severing, regrading of the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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

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 projects include, but are not limited to, street pavement resurfacing, curb removal/replacement, driveway removal/replacement, or sidewalk removal/repairs or new sidewalk installations. Contractors shall be mindful of the CRZ dimensions and potential for fines if any parkway trees suffer any unauthorized damage as determined by the Village Forester.

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

Projects that require fencing (listed above) shall fence the public parkway trees with six (6) foot high chain link construction fence secured to metal posts driven in the ground which are spaced no further than ten (10) feet apart. The dimensions of the fence shall depend on the tree diameter size and shall follow the table listed

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

for the CRZ above, or as large as practical dependent on driveways and other field conditions. The fenced rectangle shall have three (3) sides with the opening facing the adjacent residences for easy access for mowing or tree care. Under no circumstances shall any items be stored within the fence. All fence shall be maintained daily in an upright good condition. The size and location of all fencing shall be shown on the project plan sheets.

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

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

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

- issuance of an invoice for the value or partial value of the tree lost due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
- costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
- fines of \$500 for the 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.
- each day during which a violation continues shall be construed as a separate and distinct offense.

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

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

### **TREE PROTECTION,**

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

### **SP-12 TREE ROOT PRUNING**

**Description:** All trees, public or private, affected by the installation of the improvements within its root

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

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 (the Critical Root Zone from the Parkway Tree Protection Requirements – see Standard Detail Sheet TRE-01\_2018.01.01, and shall be done only to the depth of the excavation necessary for installing the new improvements. Root pruning shall start and proceed uninterrupted for the length of travel through the root protection zone.

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 **EACH** for:

### **TREE ROOT PRUNING,**

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

### **SP-13 STREET SWEEPING AND DUST CONTROL**

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

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

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

### **SP-14 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.



Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

Erosion and sedimentation control measures as indicated in the Erosion Control Plan, or as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site. Failure to properly install and maintain erosion control measures per the Erosion Control Plan, or as directed by the Engineer, shall result in a \$1000/day fine, which shall be deducted from the value of work completed, until deficiencies are rectified as approved by the Engineer.

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

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

**PERIMETER EROSION BARRIER**

and

**INLET FILTERS,**

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

**SP-15 SITE DEWATERING**

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

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

Earthen cofferdams will not be permitted.

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

Prior to performing any in-stream work associated with the project, the Contractor shall identify the proposed dewatering and/or diversion/isolation method to be used and obtain approval from Dupage County Stormwater and Engineer prior to starting work. In-stream work shall take place only during low flow conditions unless otherwise allowed by the Dupage County Stormwater and Engineer. Concentrated flow

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

shall be isolated from the work area. Dewatering shall comply with all requirements contained in the Storm Water Pollution Prevention Plan (SWPPP) contained in the Plans.

The Contractor is ultimately responsible for the choice of the materials, product(s) and equipment; for the subsequent removal of the diversion structure(s) and dewatering systems and their safety and for conformity with local codes, regulations, and these Specifications, as well as “means and methods” for the Site Dewatering and Diversion Work to be performed. The Contractor’s “means and methods” are subject to the review of the County and Dupage County Stormwater. All products and “means and methods” selected shall be adequate for the intended use/application within the construction limits represented on the plans. The Dupage County Stormwater and Engineer’s review does not relieve the Contractor from compliance with the requirements of the Drawings, Standard Specifications, and the requirements of this special provision.

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

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

**TABLE 1. REQUIREMENTS FOR NONWOVEN GEOTEXTILES**

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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

(sec <sup>-1</sup> )	4491				
----------------------	------	--	--	--	--

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

2/ U.S. standard sieve size.

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

**Operation and Maintenance:** The frequency of inspections shall depend on the dewatering method, amount of discharge, potential damage, and quality of the receiving bodies of water. The frequency of inspections and specific tasks shall be identified.

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

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

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

Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

practices and as shown on the plans. The dewatering sites after removal shall not create any obstruction of the flow of water or any other interference with the operation of or access to the permanent works.

**Method of Measurement:** The diversion system will be measured only once for the entire project, regardless of the number of stages of construction, as Diversion Structure, regardless of the type and quantity of materials required to construct the diversion system for each stage and regardless of the number of times the diversion system may need to be relocated for each stage. The payment under this item is for the duration of the contract, regardless of conditions encountered.

**Basis of Payment:** This work required for construction of diversion and dewatering systems necessary to construct the proposed improvements and related site work as shown in the plans shall be paid for only once, regardless of number of stages, locations or operations, at the contract **LUMP SUM** for the entire project for:

**SITE DEWATERING,**

which work shall include diversion system(s) (ie: cofferdams, barrier wall, etc), filter fabric, piping, pumping, foundation preparation, framing and supports, dewatering filtering system consisting of filtration or sediment bags, installation, maintenance, removal of systems and all labor, material, and equipment required to perform the work described herein and as specified on the plans. If excavation and backfilling is required for this item, they will not be measured separately for payment but shall be included in the cost for SITE DEWATERING.

**SP-16 CLEARING AND GRUBBING**

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

**Removal:** Shall be in accordance with section 201.03.

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

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

**CLEARING AND GRUBBING.**

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

**SP-17 PRECAST CONCRETE END SECTION**

**Description:** This work shall consist of the furnishing and installation of a reinforced concrete end section as shown on the plans.

**Construction Requirements:** The end section will be constructed in accordance with applicable portions of Section 501, 502, and 504 of the Standard Specifications and IDOT Standard 542001-06. This work will

Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

include removal of the existing end section and all excavation, aggregate base course, geotechnical fabric and trench backfilling as detailed in the plans. This work will also include all labor, material, and equipment required to connect the proposed end section to the existing storm sewer. The end section and storm sewer shall meet to form a water tight seal.

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

**PRECAST CONCRETE END SECTION,**

which price shall be payment in full for all material, labor and any other items required to complete the work.

**SP-18 HDPE TRASH RACK WITH I-BEAM AND C-BEAM SUPPORTS**

**Description:** Contractor shall furnish and install a HDPE Trash Rack and galvanized steel I-Beam and C-Beam supports as shown on the plans. The I-Beam and C-Beam supports shall be mounted to the inside wall of the reinforced concrete end section as shown on the plans. HDPE Trash Rack shall be supplied by Hydro Component Systems or approved equal. Shop drawings shall be provided to the Village for review prior to ordering any material.

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

**HDPE TRASH RACK WITH I-BEAM AND C-BEAM SUPPORTS,**

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

**SP-19 STABILIZED CONSTRUCTION ENTRANCE**

**Description:** This work shall consist of the furnishing, installation, maintenance, and removal of all stabilized construction entrances which are used to reduce or eliminate the tracking of sediment onto public right-of-way or streets. Construction entrances shall be used in conjunction with the stabilization of construction roads and other exposed areas.

**Materials:** All materials shall conform to the applicable requirements of Materials, Division 1000 and specific references as follows:

Coarse Aggregate, CA3: Article 1004.01

Filter Fabric: Article 1080.03

Geoweb: Geoweb cellular confinement system shall be a flexible web system such as Presto Products Companies GEOWEB GW-A8-30, or an approved equal.

**Construction Requirements:** The Contractor shall maintain continuous surveillance and shall continuously maintain, realign, or repair the stabilized construction entrance shown on the plans or directed by the Engineer that are displaced or damaged by water, traffic, Contractor operations or any other cause. This may require periodic top dressing with additional aggregate as directed by the Engineer. Aggregate used for top dressing will not be measured for payment.

Topsoil shall be removed, geotextile fabric placed and the geoweb installed and staked in accordance with the manufacturer's recommendations. The cells shall be filled with aggregate base course using CA-3 and

Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

methods and equipment recommended by the manufacturer.

The final 4 inches of the entrance shall be constructed in accordance with the applicable requirements of Section 351 using CA-3. After the stabilized construction entrance is no longer required, all the materials used in its construction shall be removed and disposed of. Any damages to but not limited to curb and gutters, sidewalk, turf, and pavement will be restored to the original conditions at contractor's own costs.

**Site Access Path:** Any damages within, but not limited to the area shown on the plans, the site access path will be restored to the original conditions at the contractor's own costs and repairs/restoration shall be considered **INCIDENTAL** to the project and the STABILIZED CONSTRUCTION ENTRANCE.

**Method of Measurement:** This work will be measured for payment in units of each.

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

**STABILIZED CONSTRUCTION ENTRANCE,**

which price shall be payment in full for the work as specified herein, including furnishing, transporting and placing the materials specified, including all overhangs, cutting and trimming; maintaining, and removing when finished.

**SP-20 SOD RESTORATION**

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

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

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

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

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

**Disturbed turf areas shall be permanently restored with topsoil and sod or, if sod placement falls**

Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

**outside specifications for sod placement, temporarily stabilized with GROWTH-INHIBITING EROSION CONTROL BLANKET within 14 calendar days of final disturbance of the turf area.** If timing of restoration work falls outside of specifications for sod placement, topsoil and growth-inhibiting erosion control blanket shall be installed within the required restoration timeframe and sod shall be installed when specifications allow. The material specifications shall be submitted to the Village for approval prior to use. The blanket shall consist of a material which inhibits the growth of weeds, such that the area does not require additional tilling of topsoil prior to sod placement. The installation of the blanket shall follow manufacturer's specifications such that no soil or debris shall run off from the disturbed areas. Following the use of any blanket, the Contractor shall remove the product from the site.

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

**SOD RESTORATION**

and/or

**GROWTH-INHIBITING EROSION CONTROL BLANKET,**

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

**SP-21 MONITORING AND REPORTING**

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

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

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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

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

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

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

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

**MONITORING AND REPORTING (OF THE YEAR SPECIFIED).**

The price shall include all necessary labor, material and equipment needed to perform the work described herein and as specified on the plans.

**SP-22 PERFORMANCE STANDARDS FOR SHORELINE PLANT PLUGS, ECOLOGICAL MANAGEMENT, and MONITORING AND REPORTING**

**Description:** Performance standards are established in order to evaluate overall success, to comply with



Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

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

The vegetative performance standards are based on wetland mitigation standards (most restrictive from a regulatory point of view) with the only difference being the evaluation period. Although the performance standards are based on a three-year management and monitoring period, the performance standards also include specific short-term requirements. All native planted areas require a 3-year monitoring period to ensure success in establishment of beneficial native species.

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

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

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

**Performance Standards:** Within 3 months of vegetative installation, at least 90 percent of the slopes, as measured by aerial coverage, will be vegetated by the permanent seed matrix or cover crop.

1. By the end of the first growing season following dormant seeding:
  - a. At least 90 percent of all areas not subject to continuous inundation must be vegetated and stabilized.
  - b. No more than .5 square meters shall be devoid of vegetation within any planted area and shall be maintained throughout the duration of the project.
  - c. At least 50 percent of the planting areas, as measured by aerial coverage, shall consist of the species included in the plant list for each community and/or desirable native species from the soil seed bank and will show the appearance of normal health and vigor, and shall be maintained throughout the duration of the project.
2. By the end of the second growing season:
  - a. At least 75 percent of the herbaceous vegetative coverage (as measured by aerial coverage), shall consist of the species included the plant list for each community and/or desirable native species from the soil seed bank and will show the appearance of normal health and vigor.
  - b. The Native Mean C value will have a value of 2.5 or greater for the planting area.
  - c. None of the three most dominant species in any of the plant communities may be non-native species or weedy species.
3. By the end of the third growing season:
  - a. A native mean coefficient of conservatism value (native mean C-value) of greater than or equal to 3.0 must be achieved, measured over the planting area. Native plant species coefficients of

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

conservatism are designated in Swink, Floyd and Gerould Wilhelm, Plants of the Chicago Region (Indianapolis: Indiana Academy of Science, 4th edition, 1994).

- b. The native floristic quality index value (native FQI) must be greater than or equal to 20 as measured over the planting site. The floristic quality assessment method is described in Swink and Wilhelm, Plants of the Chicago Region.
  - c. Restoration areas shall have at least 75 percent cover consisting of the species included the plant list and/or desirable native non-invasive species from the soil seed bank will be present in the vegetative community as measured during the August-September monitoring visit. This standard does not apply to the shoreline plug plantings, which must achieve a minimum 90 percent survival rate after three years.
  - d. None of the three most dominant plant species in any of the plant communities may be non-native species or weedy species, including but not limited to: Canada Thistle (*Cirsium arvense*), Teasel (*Dipsacus sp.*), Purple Loosestrife (*Lythrum salicaria*), Sweet Clover (*Melilotus sp.*), Reed Canary Grass (*Phalaris arundinacea*), Giant Reed (*Phragmites australis*), Japanese Knotweed (*Polygonum cuspidatum/Reynoutria japonica*), Buckthorn (*Rhamnus cathartica* or *R. frangula*).
  - e. All installed herbaceous plant plugs (i.e., container material) shall achieve a minimum 90% survivorship for one full calendar year after plant installation.
4. The following Critical Target Species shall be herbicide controlled and prevented from producing viable seed at the following minimum control rates with each herbicide maintenance visit throughout the project.

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

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

### **SP-23 ECOLOGICAL MANAGEMENT**

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

The goal of the ECOLOGICAL MANAGEMENT is to control invasive/weedy species and facilitate the establishment of desirable remnant, planted, and seeded native plants for the ecological restoration of the areas and to attain PERFORMANCE STANDARDS. ECOLOGICAL MANAGEMENT activities will be more selective in their application particularly as the project and plant communities progress and improve.

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

ECOLOGICAL MANAGEMENT shall consist of industry standard management activities, including, but not limited to selective herbicide application, mowing, and performing prescribed burning.

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

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

### Schedule: TABLE 1

#### Minimum Maintenance Tasks Schedule\*

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

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

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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

shall be approved by the District's Project Representative.

*Herbicide application and record keeping requirements:*

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

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

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

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

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

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

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

*Schedule:*

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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

## Target Invasive Species:

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

*Herbicide qualifications:*

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

*Herbicide mixing and filling:*

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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

*Containment:*

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

*Water source:*

Water shall be brought to the site by the CONTRACTOR.

*Conditions affecting application:*

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

*Adjuvants & colorants:*

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

*Personal protective equipment (PPE):*

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

*MSDS requirements:*

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

*Herbicide signs:*

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

*CONTRACTOR's guarantee:*

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

*Submittals:*

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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

### **Mowing:**

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

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

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

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

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

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

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

### **ECOLOGICAL MANAGEMENT (OF THE YEAR SPECIFIED).**

The annual unit price shall include all necessary labor, material and equipment needed to perform the work described herein and as specified on the plans. For partial payment of lump sum amount during the year, CONTRACTOR shall provide summary memo with invoice to document that management work effort performed during the invoicing period appropriately reflects invoice amount.

### **SP-24 SPECIALIZED HIGH MOWING**

Description: The work consists of all necessary labor, material and equipment needed to conduct mowing of

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

the native seeding areas (if able and as needed to control invasive species) except for the areas planted with plugs.

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

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

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

Repair: Repair any damages caused by the Contractor during completion of the work described in this Section. Said damages may include, but are not limited to, tire ruts in the ground, damage to lawn areas, damage to trails, etc. In the event any vegetation outside of targeted areas is damaged, notify the Engineer and the Owner within 24 hours.

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

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

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

**SPECIALIZED HIGH MOWING (OF THE YEAR SPECIFIED).**

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



## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

**SP-25 WET MESIC PRAIRIE SEED MIX**

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

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

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

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

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

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

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

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

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

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

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

**Seeding Conditions:** CONTRACTOR shall examine the grade, verify the elevations and water levels,

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

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

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

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

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

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

WET MESIC PRAIRIE SEED MIX will be used.

### SPECIES SUBSTITUTIONS

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

### NOTIFICATION & DOCUMENTATION

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

### **Performance Standards -**

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

### SEED MATRICES

See Planting Plan Sheet.

Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

**Method of Measurement –**

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

**Basis of Payment -**

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

**WET MESIC PRAIRIE SEED MIX,**

and shall include all labor, equipment, and materials necessary to complete the work as specified. Payment of 70% of the contract unit price for all items listed above will be made following receipt of the documentation specified above (i.e. weekly annotated planting plan and packing slips) and that the planting was completed in accordance with these specifications as approved by ENGINEER. The remaining 30% of the contract unit price will be made once all the applicable three-year performance standards are met (see SP-23). Plant maintenance activities including irrigation and installation and removal of plant protection measures will not be paid for separately, but shall be included in the contract price per plant, and no additional compensation will be allowed.

**SP-26 TALL FESCUE BORDER SEED MIX**

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

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

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

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

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

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

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

**Seedbed Preparation:** The CONTRACTOR is required to submit seedbed preparation material method

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

in writing to the OWNER one week prior to commencement for approval.

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

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

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

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

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

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

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

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

TALL FESCUE BORDER SEED MIX will be used.

#### SPECIES SUBSTITUTIONS

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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

meeting, CONTRACTOR shall provide a plant installation work plan that documents the anticipated plant installation logistics, plant installation schedule (plant delivery schedule) and any proposed changes to plant species and/or quantities as a result of observed site conditions.

**NOTIFICATION & DOCUMENTATION**

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

**Performance Standards:** CONTRACTOR shall meet all applicable ecological management performance standards outlined in those specifications

**SEED MATRICES**

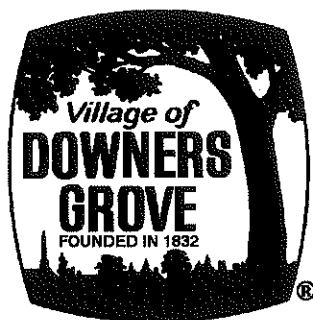
See Planting Plan Sheet.

**Method of Measurement:** This work will be measured in acres of surface area seeded.

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

**TALL FESCUE BORDER SEED MIX,**

and shall include all labor, equipment, and materials necessary to complete the work as specified. Payment of 70% of the contract unit price for all items listed above will be made following receipt of the documentation specified above (i.e. weekly annotated planting plan and packing slips) and that the planting was completed in accordance with these specifications as approved by ENGINEER. The remaining 30% of the contract unit price will be made once all the applicable three-year performance standards are met (see SP-23). Plant maintenance activities including irrigation and installation and removal of plant protection measures will not be paid for separately, but shall be included in the contract price per plant, and no additional compensation will be allowed.



## CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Baxter & Woodman Natural Resources, LLC
- II. Instructions and Specifications:
- A. Bid No.: SW-091-22
  - B. DemandStar Bid No: CFB-66-0-2021/SV
  - C. For: Valley View Pond Improvements
  - D. Bid Opening Date/Time: Wednesday, January 12, 2022 @ 10:00am
  - E. Pre-Bid Conference Date/Time: Wednesday, January 5, 2022 @ 10:00am (Optional)
  - F. Pre-Bid Conference Location: Public Works Building, 5101 Walnut Ave., Downers Grove, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
  - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
  - B. Certificate of Insurance: YES

Legal Advertisement Published: Wednesday, December 29, 2021

This document comprises 73 pages.

RETURN ORIGINAL BID (NO STAPLES) IN SEALED ENVELOPE MARKED WITH THE BID NUMBER AS NOTED ABOVE TO:

ZLATKO NIKOLOV  
 VILLAGE OF DOWNERS GROVE  
 5101 WALNUT AVE.  
 DOWNERS GROVE, IL 60515  
 PHONE: 630/434-5564  
 FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

**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:**

Baxter & Woodman Natural Resources, LLC

Company Name

8678 Ridgefield Road

Street Address of Company

Crystal Lake, IL 60012

City, State, Zip

815-459-1260

Business Phone

Business Fax

ATTEST: if a Corporation

*Barbara Tabin*

Signature of Corporation Secretary

January 11, 2022

Date

cmconnell@baxterwoodman.com

E-mail Address

Coilin McConnell

Contact Name (Print)

815-482-5114

24-Hour Telephone

*John V. Ambrose*

Signature of Officer, Partner or Sole Proprietor

John V. Ambrose, P.E., President/CEO

Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

Authorized Signature

Village Clerk

Title

Date

Date

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

Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

**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:**

Baxter & Woodman Natural Resources, LLC

Company Name

8678 Ridgefield Road

Street Address of Company

Crystal Lake, IL 60012

City, State, Zip

815-459-1260

Business Phone

Business Fax

ATTEST: if a Corporation

*Barbara Tobin*

Signature of Corporation Secretary

January 11, 2022

Date

cmconnell@baxterwoodman.com

E-mail Address

Coilin McConnell

Contact Name (Print)

815-482-5114

24-Hour Telephone

*John V. Ambrose*

Signature of Officer, Partner or Sole Proprietor

John V. Ambrose, P.E., President/CEO

Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

Authorized Signature

Village Clerk

Title

Date

Date

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



## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

**SCHEDULE OF PRICES:**

PAY ITEM	SPEC.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
#	#					
1	SP-8	CONSTRUCTION STAKING AND RECORD DRAWING	L SUM	1.0	\$5,500.00	\$5,500.00
2	SP-6	EXPLORATORY TRENCH, SPECIAL	CU YD	50.0	\$18.00	\$900.00
3	SP-7	PRECONSTRUCTION VIDEOTAPING	L SUM	1.0	\$2,250.00	\$2,250.00
4	SP-11	TREE PROTECTION	FOOT	124.0	\$5.00	\$620.00
5	SP-12	TREE ROOT PRUNING	EACH	5.0	\$150.00	\$750.00
6	SP-14	INLET FILTERS	EACH	6.0	\$300.00	\$1,800.00
7	SP-15	SITE DEWATERING	L SUM	1.0	\$3,500.00	\$3,500.00
8	SP-14	PERIMETER EROSION BARRIER	FOOT	200.0	\$3.50	\$700.00
9	SP-16	CLEARING AND GRUBBING	L SUM	1.0	\$1,500.00	\$1,500.00
10	SP-17	PRECAST CONCRETE END SECTION	EACH	1.0	\$10,000.00	\$10,000.00
11	SP-18	HDPE TRASH RACK WITH I-BEAM AND C-BEAM SUPPORTS	L SUM	1.0	\$32,500.00	\$32,500.00
12	SP-19	STABILIZED CONSTRUCTION ENTERANCE	L SUM	1.0	\$5,250.00	\$5,250.00
13	20101000	TEMPORARY FENCE	FOOT	1000.0	\$4.00	\$4,000.00
14	20300100	CHANNEL EXCAVATION	CU YD	25.0	\$100.00	\$2,500.00
15	SP-10	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	5.0	\$650.00	\$3,250.00
16	25000100	SEEDING CLASS 1	SQ YD	800.0	\$1.25	\$1,000.00
17	SP-25	WET MESIC PRAIRIE SEED MIX	SQ YD	50.0	\$3.50	\$175.00
18	SP-26	TALL FESCUE BORDER SEED MIX	SQ YD	45.0	\$3.50	\$157.50
19	25100630	EROSION CONTROL BLANKET	SQ YD	145.0	\$3.50	\$507.50
20	SP-20	SOD RESTORATION	SQ YD	50.0	\$26.00	\$1,300.00
21	SP-20	GROWTH-INHIBITING EROSION CONTROL BLANKET	SQ YD	50.0	\$7.50	\$375.00
22	SP-21	MONITORING AND REPORTING - YEAR 1	L SUM	1.0	\$800.00	\$800.00
23	SP-23	ECOLOGICAL MANAGEMENT - YEAR 1	L SUM	1.0	\$1,600.00	\$1,600.00
24	SP-24	SPECIALIZED HIGH MOWING - YEAR 1	L SUM	1.0	\$1,600.00	\$1,600.00
25	SP-21	MONITORING AND REPORTING - YEAR 2	L SUM	1.0	\$800.00	\$800.00
26	SP-23	ECOLOGICAL MANAGEMENT - YEAR 2	L SUM	1.0	\$1,600.00	\$1,600.00
27	SP-24	SPECIALIZED HIGH MOWING - YEAR 2	L SUM	1.0	\$1,600.00	\$1,600.00
28	SP-21	MONITORING AND REPORTING - YEAR 3	L SUM	1.0	\$800.00	\$800.00
29	SP-23	ECOLOGICAL MANAGEMENT - YEAR 3	L SUM	1.0	\$1,600.00	\$1,600.00
30	SP-24	SPECIALIZED HIGH MOWING - YEAR 3	L SUM	1.0	\$1,600.00	\$1,600.00

**TOTAL BASE BID:** \_\_\_\_\_

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

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

With regard to Valley View Pond Improvements, Bidder Baxter & Woodman Natural Resources, LLC  
 (Name of Project) (Name of Bidder)

hereby certifies the following:

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

Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

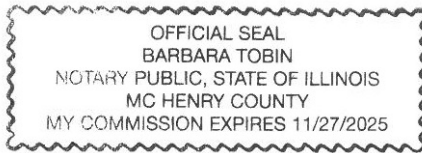
**BIDDER’S CERTIFICATION (page 2 of 3)**

BY: *John V. Ambrose*  
Bidder's Authorized Agent

8 4 - 3 6 9 3 3 1 1

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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



Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2022  
*Barbara Tobin*  
Notary Public

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

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

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

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

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

**Limited Liability Company (LLC)**

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

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

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

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

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

Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

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

**(c) Partnership**

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

Names and Addresses of All Partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(d) Sole Proprietor**

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

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

INSURER’S NAME: Holmes Murphy Associates/CSDZ, LLC

AGENT: Diane O’leary

Street Address: 225 South 6th Street, Suite 1900

City, State, Zip Code: Minneapolis, MN 55402

Telephone Number: 612-349-2495

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: Baxter & Woodman Natural Resources

Print Name and Title of Authorizing Signature: John V. Ambrose, P.E., President/CEO

Signature: 

Date: January 11, 2022

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

MUNICIPAL REFERENCE LIST

Municipality: Village of Lake Zurich, Illinois  
 Address: 505 Telser Road Lake Zurich, IL 60047  
 Contact Name: Michael Brown Phone #: 847-540-1696  
 Name of Project: Natural Area Maintenance  
 Contract Value: \$438,750.50 Date of Completion: March 2021

Municipality: Village of Algonquin, Illinois  
 Address: 2200 Harnish Drive Algonquin, IL 60102  
 Contact Name: Tim Schloneger Phone #: 847-658-2754  
 Name of Project: Randall Road Wetland Enhancements  
 Contract Value: \$794,228.15 Date of Completion: March 2022

Municipality: City of Elmhurst, Illinois  
 Address: 209 N. York Street Elmhurst, IL 60126  
 Contact Name: Kent Johnson Phone #: 630-530-3000  
 Name of Project: Arlington Reservoir Retrofits Design Build Project  
 Contract Value: \$534,000 Date of Completion: November 2021

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: \_\_\_\_\_

Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

**SUBCONTRACTORS LIST** - N/A

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) \_\_\_\_\_ 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 – Valley View Pond Improvements (SW-091-22)

**CERTIFICATION OF QUALIFICATIONS**

Project Team

Project Manager: Coilin McConnell

Superintendent: Steve Hrncar

Team Member: Ryan Behm

Team Member: Ryan Davidson

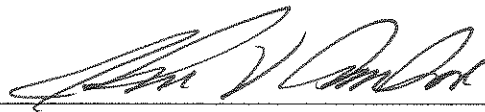
Team Member: Mariah Krueger

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:  (Corporate Seal)

Title: Presiden/CEO

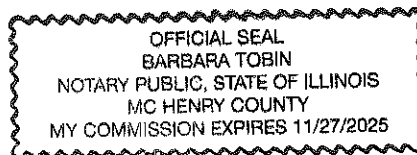
Name & Address: John V. Ambrose, P.E. 8678 Ridgfield Road, Crystal Lake, IL 60012

of Contractor Baxter & Woodman Natural Resources, LLC

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

Subscribed and sworn to before me this 11 day of January, 2022

  
Notary Public



Village of Downers Grove – Valley View Pond Improvements (SW-091-22)



**VENDOR W-9 REQUEST FORM**

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

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

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: Baxter & Woodman Natural Resources, LLC  
 ADDRESS: 8678 Ridgfield Road  
 CITY: Crystal Lake,  
 STATE: Illinois  
 ZIP: 60012  
 PHONE: 815-459-1260 FAX: \_\_\_\_\_  
 TAX ID #(TIN): 84-3693311

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

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

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

SIGNATURE: *[Handwritten Signature]* DATE: January 11, 2022



Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

**Apprenticeship and Training Certification** - N/A

(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: \_\_\_\_\_

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.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_

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

Date: \_\_\_\_\_

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

**BUY AMERICA CERTIFICATION**

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

*Instructions:*

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

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

**Certificate of Compliance**

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

Signature \_\_\_\_\_

Company Name Baxter & Woodman Natural Resources, LLCTitle President/CEODate January 11, 2022**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 – Valley View Pond Improvements (SW-091-22)

<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: Baxter & Woodman Natural Resources, LLC

Address: 8678 Ridgfield Road

City: Crystal Lake, IL Zip Code: 60012

Telephone: ( ) 815-459-1260 Fax Number: ( ) \_\_\_\_\_

E-mail Address: cmcconnell@baxterwoodman.com

Authorized Company Signature: 

Print Signature Name: John V. Ambrose, P.E. Title of Official: President/CEO

Date: January 11, 2022

Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

**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

John V. Ambrose, P.E.  
Print Name

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

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

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

## Village of Downers Grove – Valley View Pond Improvements (SW-091-22)

**BID SUBMITTAL CHECKLIST**

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

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

### Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**Baxter & Woodman Natural Resources, LLC**  
8678 Ridgfield Road

Crystal Lake, IL 60012

**OWNER:**

*(Name, legal status and address)*

**Village of Downers Grove**

5101 Walnut Avenue  
Downers Grove, IL 60515

**BOND AMOUNT:**

**Five Percent (5%) of Total Amount Bid**

**PROJECT:**

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

**Valley View Pond Improvements, Bid No. SW-091-22**

**SURETY:**

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

**Travelers Casualty and Surety Company of America**  
One Tower Square  
Hartford, CT 06183

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 **12th** day of **January, 2022**.

Barbara Tobene  
*(Witness)*

Baxter & Woodman Natural Resources, LLC  
*(Principal)* *(Seal)*

John V. Ambrose  
*(Title)*, John V. Ambrose, P.E., President/CEO

Michael Kelley  
*(Witness)*

Travelers Casualty and Surety Company of America  
*(Surety)* *(Seal)*

Colby White  
*(Title)* **Colby White, Attorney-in-Fact**

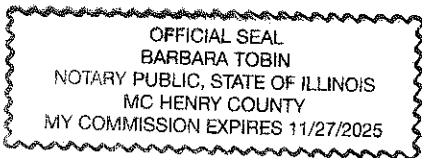


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of Illinois )  
 ) SS  
County of McHenry )

On this 12th day of January 2022, before me appeared John V. Ambrose, to me personally known, who, being by me duly sworn, did say that he/she is the President of Baxter & Woodman Natural Resources, LLC, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said John V. Ambrose acknowledged said instrument to be the free act and deed of said corporation.

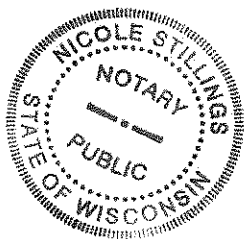


Barbara Tobin  
Notary Public McHenry County, Illinois  
My commission expires 11/27/2025

SURETY ACKNOWLEDGMENT

State of Wisconsin )  
 ) SS  
County of Dane )

On this 12th day of January 2022, before me appeared Colby White, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Travelers Casualty and Surety Company of America, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Colby White acknowledged said instrument to be the free act and deed of said corporation.



Nicole Stilling  
Notary Public Dane County, Wisconsin  
My commission expires 9/19/2022



Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **COLBY WHITE** of **MINNEAPOLIS**, **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

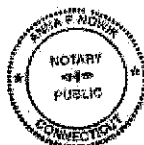
City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



*Anna P. Nowik*  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **January**, **2022**.



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.





Bond & Specialty Insurance 385 Washington St. SB04B

St. Paul, MN 55102  
651.310.5000 Tel  
866.269.4992 Fax  
www.travelers.com

January 11, 2022

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

RE: Baxter & Woodman Natural Resources  
Bid Date: January 12, 2022  
Project: Valley View Pond Improvements, Bid No. SW-091-22

To Whom It May Concern:

Travelers Casualty and Surety Company of America hereby agrees if Baxter & Woodman Natural Resources is awarded the contract for the above captioned job, we will furnish the required Performance and Payment Bonds.

Sincerely,

Travelers Casualty and Surety Company of America

A handwritten signature in cursive script, appearing to read "Nicole Stillings".

Nicole Stillings Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint NICOLE STILLINGS of MINNEAPOLIS, Minnesota, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

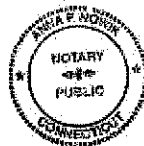
City of Hartford ss.

By: [Signature] Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



[Signature] Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11th day of January, 2022.



[Signature] Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



A HOLMES MURPHY COMPANY

January 11, 2022

REFERENCE: Fixed Works Project – Valley View Pond Improvements  
Bid No. SW-091-22 and DemandStar Bid No. CFB-66-0-2021/SV

This is to confirm that Baxter & Woodman Natural Resources, LLC has or is able to secure required coverages to satisfy the above captioned project requirements. Please advise if you have any questions or require anything further in this regard.

Best Regards,

*Renee Young*

Renee J Young