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VILLAGE OF DOWNERS GROVE Report for the Village Council Meeting 3/8/2022

SUBJECT:	SUBMITTED BY:	
Award of Contract - Prairie Avenue Resurfacing	Andy Sikich Public Works Director	

SYNOPSIS

A motion is requested to award a contract for the Prairie Avenue Resurfacing project to JA Johnson Paving Company of Arlington Heights, Illinois in the amount of \$1,213,354.76.

STRATEGIC PLAN ALIGNMENT

The goals for 2021 to 2023 identified *Top Quality Infrastructure*.

FISCAL IMPACT

The approved FY22 budget includes \$950,000 in the Capital Improvements Fund for this project under the Roadway Maintenance Program (ST-004A) and Neighborhood Traffic Management (TR-024). The remaining funds are available from anticipated savings on other projects and fund balance.

RECOMMENDATION

Approval on the March 8, 2022 consent agenda.

BACKGROUND

This contract is one of several projects included in the 2022 Roadway Maintenance Program (CIP Project ST-004A). The scope of this contract includes resurfacing Prairie Avenue from Belmont Road to Main Street with a new layer of asphalt along with the repair of defective sections of pavement and concrete curb and gutter and sidewalk ramp upgrades.

This contract also incorporates elements of the Neighborhood Traffic Management (CIP Project TR-024) program. This includes the installation of curb bump-outs at Woodward, Stonewall, Lee & Seely, and center medians at Oakwood, Saratoga & Forest (See attached graphic). The contract also includes enhanced striping with centerlines and parking boxes from Belmont to Montgomery, and "sharrows" from Belmont to Lee as approved by the Village Council in 2021 as part of the Prairie Avenue Corridor Improvements and Neighborhood Traffic Study Area 7.

A Call for Bids was published in accordance with the Village's Purchasing Policy. Four bids were received and publicly opened on February 9, 2022. A synopsis of the bids is as follows:

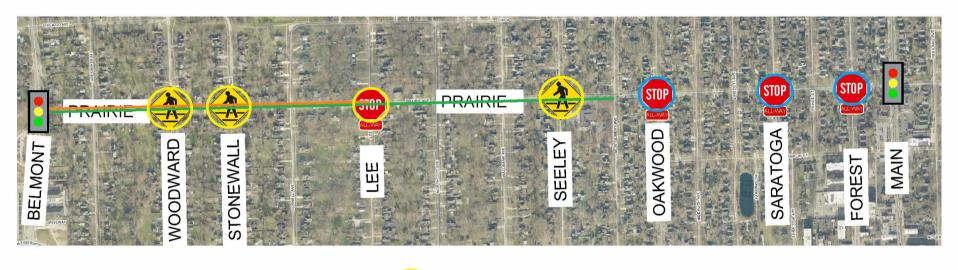
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Contractor	Base Bid	
J.A. Johnson Paving Co.	\$1,213,354.76	Low Bid
K-Five Construction Corp.	\$1,279,434.28	
RW Dunteman Co.	\$1,247,090.67	
Geneva Construction Co.	\$1,260,272.17	

J.A. Johnson satisfactorily completed several recent projects for the Village of Downers Grove, including the 2019 and 2020 Fall Patching Programs and the 2019 Road Resurfacing Program.

ATTACHMENTS

Graphic Contract Documents Contractor Evaluation MOT 2022-9332 Page 3 of 141



PARKING BOX ON SOUTH
SIDE OF STREET
SHARROWS



CURB BUMPOUTS ON SOUTH SIDE OF STREET



CENTER MEDIANS

Village of Downers Grove



CALL FOR BIDS - FIXED WORKS PROJECT

- I. Name of Company Bidding: J.A. JOHNSON PAVING COMPANY
- II. Instructions and Specifications:
 - A. Bid No.: CFB-69-0-2022/SV
 - B. For: PRAIRIE AVENUE RESURFACING
 - C. Bid Opening Date/Time: WEDNESDAY, FEBRUARY 9, 2022 @ 10:00AM
 - D. Pre-Bid Conference Date/Time: NONE
 - E. Pre-Bid Conference Location: NONE
 - F. CONTRACT DOCUMENTS FOR PICKUP ON DEMANDSTAR ELECTRONIC BIDDING
- 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: <u>WEDNESDAY</u>, <u>JANUARY 26</u>, 2022 This document comprises <u>121</u> pages

RETURN <u>ORIGINAL</u> BID IN SEALED ENVELOPE MARKED WITH THE BID NUMBER AS NOTED ABOVE TO:

STEPHANIE GRAVES, PE STAFF ENGINEER II VILLAGE OF DOWNERS GROVE 5101 WALNUT AVENUE DOWNERS GROVE, IL 60515 PHONE: 630/434-5487 FAX: 630/434-5495

FAX: 630/434-5495 www.downers.us

<u>CALL FOR BIDS – FIXED WORKS PROJECT</u>

Bid No.: ST004A

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

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

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

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

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

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I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS

1. **GENERAL**

1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to: WEDNESDAY, FEBRUARY 9TH, 2022 @ 10:00AM.

1.2 Defined Terms:

- 1.2.1 Village the Village of Downers Grove acting through its officers or agents.
- 1.2.2 Contract Documents this document plus any drawings issued therewith, any addenda and the Bidder's completed proposal, bonds and all required certifications.
- 1.2.3 Bid this document completed by an individual or entity and submitted to the Village.
- 1.2.4 Bidder the individual or entity who submits or intends to submit a bid proposal to the Village.
- 1.2.5 Contractor the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
- 1.2.6 Work the construction or service defined herein.
- 1.2.7 Day unless otherwise stated all references to day "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: Stephanie Graves PE, 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 Bid. Telephone, e-mail and fax Bids will not be accepted.
- 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

2. BID PREPARATION

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

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

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- 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, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.
- 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.

3. PRE-BID CONFERENCE

3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Mandatory" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.

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- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.
- 3.3 No Contract Documents will be issued after the pre-bid conference except to attendees.

4. BID SUBMISSION

- 4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.
- 4.2 A bid deposit will be required, which shall not exceed five percent (5%) 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 or name 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.
- 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 or name 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.
- 5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

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.

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7. BIDDER COMPETENCY

7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.

8. BIDDER DISQUALIFICATION

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.
 - 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.
 - 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

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- 10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required lowest responsible bidder)
- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

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, 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.
- 12.3 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

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the full amount of the Bid. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee 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.

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-

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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

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

24. SPECIAL HANDLING

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

25. NONDISCRIMINATION

- 25.1 Contractor shall, as a party to a public contract:
 - 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, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 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. Sec. 1210l et. seq.

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26. SEXUAL HARASSMENT POLICY

- 26.1 The bidder, 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 bidder's internal complaint process including penalties;
 - 26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
 - 26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

27. EQUAL EMPLOYMENT OPPORTUNITY

- 27.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:
 - 27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take 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

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such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- 27.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

28. DRUG FREE WORK PLACE

- 28.1 Bidder, 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 contact 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 employee's 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.

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- 28.1.3 Providing a copy of the statement required by subparagraph 11.1 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 paragraph 11.1 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

In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., and further agrees that all of its subcontractors shall comply with such Act.. As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

30. PREVAILING WAGE ACT

- 30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.
- 30.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.
- 30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

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- 30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 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

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Employers Liability	\$1,000,000 \$1,000,000	Each Accident Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000 \$2,000,000	Each Occurrence Aggregate (Applicable on a Per Project Basis)
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section.9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate
Umbrella Liability	\$ 5,000,000	

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

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Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

- 32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 32.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

33. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.
- 33.2 The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its subcontractors.

34. SUBLETTING OF CONTRACT

34.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of this Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

35. TERMINATION OF CONTRACT

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

36. BILLING AND PAYMENT PROCEDURES

- 36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an 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.
- 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, Accounts Payable, 801 Burlington, 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

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will be in place before delivery. Items not meeting any OSHA specifications will be refused.

38. CERCLA INDEMNIFICATION

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

39. COPYRIGHT or PATENT INFRINGEMENT

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

40. BUY AMERICA

- 40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation 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

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Village Council.

42. GUARANTEE PERIOD

42.1 The Contractor shall guarantee all work and provide a maintenance bond for the full amount of the contract, covering a minimum period of one (1) year after approval and acceptance of the Work. The bond shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantee periods are required, they will be noted in the Special Provisions for this project.

43. SUCCESSORS AND ASSIGNS

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

44. WAIVER OF BREACH OF CONTRACT

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

45. CHANGE ORDERS

- 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

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

And to the Contractor as designated on the Contract Form.

49. AMENDMENT

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

50. COOPERATION WITH FOIA COMPLIANCE

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

51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

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

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III. GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

- 1.1 The following standards shall govern the construction of the proposed improvements:
 - 1.1.1 <u>Standard Specifications for Water and Sewer Main Construction in Illinois</u>, Seventh Edition, 2014 (the Water & Sewer Specs.); and
 - 1.1.2 <u>Standard Specifications for Road and Bridge Construction</u> as adopted by the Illinois Department of Transportation, January 1, 2016; along with <u>Supplemental Specifications and Recurring Special Provisions</u> (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2020; and
 - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised January, 2017.
 - 1.1.4 Standard Detail Drawings, Village of Downers Grove, Illinois revised January, 2018.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the Standard Specifications are hereby suspended.

2. COOPERATION OF CONTRACTOR

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

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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the completion of the work specified in this contract.

- 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions regulations of the Occupation Safety and Health Administration and (OSHA) 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 his representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

4. PROSECUTION AND PROGRESS

- 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 **October 7, 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 Upon completion of all water main installation including all water service lines and abandonment of the existing water main at each location the contractor shall have 21 calendar days to complete all restoration work, which will include replacement of curb and gutter, sidewalk, driveway aprons, pavement patching, installation of level binder, and backfilling of all parkway disturbances.
 - 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.
 - 4.1.6 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.
 - 4.1.7 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

5. MEASUREMENT AND PAYMENT

- 5.1 Section 109 of the SSRBC shall govern measurement and payment, with the following additions:
 - 5.1.1 Modifies Article 109.07 Partial payments will be made per Section 34 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, 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**

MOT 2022-9332

- 6.1 In addition to the Special Provisions in the Detailed Specifications Section below, Section 104 of the SSRBC shall govern scope of work, with the following revisions:
 - 6.1.1 Modify Article 104.02 as follows:

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

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

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

If alterations or changes in quantities do not significantly change the character of the work to be performed under contract, the altered work will be paid for as provided elsewhere in the contrac*t. 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.

IV. SPECIAL PROVISIONS

The following Special Provisions shall modify, supercede, or supplement the Standard Specifications.

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

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

1 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.

(A) The contractor shall also make special note that any contract work prior to June 7, 2022 must be within the hours of 9:00AM-2:00PM Monday through Friday, until after the school year ends. Majority of contract work in this area should then be complete prior to start of the new school year on August 12, 2022, including striping and restoration. Any work after August 12, 2022 must be within the hours of 9:00AM-2:00PM.

Special consideration to hours and location of work near schools shall be made to allow for full and safe access during normal student arrival and departure schedules.

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

The Contractor shall conduct his operations to interfere as little as possible with Village employees or the public on or near the Work. All construction work specified under this contract shall be so engaged as to not impede normal traffic and pedestrian ways. Any barricading to detour traffic must receive prior written approval from the Engineer.

Unless otherwise allowed by the Village, non-poured and/or non-finished concrete shall not be allowed to extend over a Saturday and Sunday period. All construction work shall be done such that continuous access to schools or businesses is maintained, although it may be restricted to one lane with proper barricading.

All voids and open excavation remaining adjacent to newly constructed curb and gutter, sidewalks, driveways, etc., must be addressed in a timely manner. For that period prior to full parkway restoration or turf placement, the Contractor shall backfill and grade all disturbed areas in the parkway so as to insure the safety of the general public. Parkways shall be left in a safe, clean and usable condition conducive to foot

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traffic and to the satisfaction of the Village. The Contractor shall also work to keep disturbed areas in the parkway weed free.

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

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

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

2 PREQUALIFICATION

All bidders must supply Certificate of Eligibility from IDOT, Prequalified 003 HMA Plant Mix.

COMPLETION TIME

In addition to the completion date of October 7, 2022 listed on Proposal, the Contractor shall note the following. This project incorporates multiple phases of construction with various types of street rehabilitation treatments. Besides the overall time limit of the project, there are also interim deadlines on specific parts of the work in order to reduce the time residents are inconvenienced as a result of the project. Work shall be completed by October 7, 2022 or liquidated damages shall apply. Should the Contractor fail to complete the work within the stipulated time frames and/or prior to the completion date, the Contractor shall be liable for liquidated damages.

Phases and time frames are as follows:

- Final surface course placement of all streets throughout project shall be completed prior to August 12, 2022.
- Curb and PCC driveway replacement and permanent driveway restoration shall be completed within 10 calendar days of curb removal. This includes any adjacent sidewalk work and / or replacement of HMA or PCC driveway as designated.
- All open excavations remaining adjacent to newly constructed curb and gutter, sidewalks, driveways, etc., shall be properly backfilled, compacted and graded per the specifications within 5 calendar days of their completion.
- The Contractor shall complete final surface course placement within 10 calendar days of pavement milling / surface removal.
- Unless otherwise dictated by the specifications, final parkway restoration / sod placement shall be completed within 7 calendar days of a street completing concrete work.

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4 LIQUIDATED DAMAGES

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The Contractor must complete the work in accordance with the completion time requirements. If he fails to do so within the times stipulated, the Contractor shall be liable for liquidated damages for each additional calendar day in strict adherence to article 108.09 of the SSRBC, except that liquidated damages shall be fixed at \$1,275.00 per day. The Contractor shall notify the Village in writing when all contract work is completed. Contractor will be allowed 10 working days after all contract work is completed to address punch list items and/or items as deemed by the Village. The contractor is allowed 5-7 calendar days after issuance of punch list to re-mobilize to perform punch list items before the Village begins to charge working days.

Monetary damages will be assessed against the Contractor if he fails to complete each phase of construction as described in this contract, and the overall completion of this project within the stipulated time frames, not as a penalty but liquidated damages for delay in completion of work.

The Contractor must read carefully the special provisions pertaining to each portion of work. Certain parts or phases of the proposed work will have intermittent time frames stipulated to lessen the disruption to affected and adjacent residents and businesses.

Phases and time frames are as follows:

- Final surface course placement of all streets throughout project shall be completed prior to August 12, 2022.
- Curb and PCC driveway replacement and permanent driveway restoration shall be completed within 10 calendar days of curb removal. This includes any adjacent sidewalk work and / or replacement of HMA or PCC driveway as designated.
- All open excavations remaining adjacent to newly constructed curb and gutter, sidewalks, driveways, etc., shall be properly backfilled, compacted and graded per the specifications within 5 calendar days of their completion.
- The Contractor shall complete final surface course placement within 10 calendar days of pavement milling / surface removal.
- Unless otherwise dictated by the specifications, final parkway restoration / sod placement shall be completed within 7 calendar days of a street completing concrete work.

<u>5</u> ACCESS AND WATER SHUT OFF NOTIFICATION

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

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

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

<u>**EXISTING UTILITIES**</u>

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Existing Public Utilities, such as watermains, sewers, gas lines, streetlights, telephone lines, electric power lines, etc., shall be protected against damage during the construction of this project. The Contractor shall contact the Owners of all public utilities and obtain locations of all utilities within the limits of the proposed construction and make arrangements, if necessary, to adjust or move any existing utility at the utility company's expense. Any expense incurred by the contractor in connection with making arrangements shall be borne by the Contractor and considered incidental to the contract. It shall be this Contractor's responsibility to determine the actual location of all such facilities in the field.

The adjustment of all facilities of Nicor, AT&T, the Commonwealth Edison Co., etc. shall be done by the respective utility company, and if known, are indicated on the plans as to be done "By Others". All other utility adjustments to sewer, water, and local facilities shall be performed under this contract, under the supervision of the Owner of the utility, and will be paid for under the respective items in the contract unless otherwise indicated on the plans or directed by the Engineer.

Any existing facilities, residential or commercial sprinkler systems, etc. disturbed are the responsibility of the property/utility owner. The contractor shall treat as regular utility if marked. If not marked, contractor shall treat as a utility in an unanticipated location per Sec. 107 of the Standard Specifications. The contractor shall notify the Village when a utility has been damaged. The cost of repairs of any damaged utility shall be repaired at no cost to the Village.

Whenever the locations of existing utilities are known, the approximate location of said utility is indicated on the plans. This information is given only for the convenience of the Bidder and the Village assumes no responsibility as to accuracy of the information provided. The Contractor shall consider in his bid the location of all permanent and temporary utility appurtenances to their present or relocated positions, whether shown on the plans or not, and no additional compensation will be allowed for delays, inconvenience, or special construction methods required due to the existence of said appurtenances.

Whenever obstructions are encountered during the progress of the work and interfere to such an extent that an alteration in the plan is required, the Engineer shall order a deviation in the plan as required, the Engineer shall order a deviation in the line and/or grade to resolve the conflict, or relocation of the obstruction. The Contractor will be compensated for any additional pipe material, fittings, granular backfill, or structures required at the respective contract prices, and measured as specified in the Contract. No additional compensation will be allowed for delays or inconveniences, additional excavation, or any special construction methods required in prosecuting the work due to the existence of said obstruction.

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 in DVD format. Videotaping shall be performed by a reputable company meeting the approval of the Village, in the presence of a representative of the Village, and shall be performed prior to the commencement of

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construction. The videotape survey shall serve as a basis for establishing damage that has occurred as a result of construction operations.

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

PRECONSTRUCTION VIDEOTAPING,

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

8 COMBINATION CONCRETE CURB AND GUTTER REMOVAL

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

Unless otherwise allowed by the engineer, curb and gutter removal and replacement shall be done on one side of a street at a time to allow for on street parking. No curb shall be removed from the opposite side of the street until completion of curb replacement and full access to driveways is restored on the first side.

This work shall include a full depth, perpendicular, straight joint sawn at the ends and all edges, including along the edge of pavement, of portions to be removed, unless otherwise directed by the engineer.

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

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

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

COMBINATION CONCRETE CURB AND GUTTER REMOVAL,

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

9 PAVEMENT REMOVAL & HMA REPLACEMENT, 4", 6"

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

The Contractor shall not use equipment of excessive size or weight that causes damage to existing pavement

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or appurtenances. Any damage done to the existing pavement or appurtenances that are to remain in place shall be repaired or removed and replaced by the contractor at his/her own expense, as directed by the Engineer.

Pavement patching shall include the full depth saw cutting of the existing pavement as marked by the Engineer. The existing sub-base shall be leveled and compacted. The edges will be smooth and free of loose material to the specified depth of patch.

The hot-mix asphalt material shall conform to the requirements for Hot-Mix Asphalt Binder Course, IL-19.0, N70, and will be placed in compacted lifts not to exceed four inches.

<u>Method of Measurement</u>: Pavement removal and replacement will be measured for payment in place, and the area computed in square yards.

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

PAVEMENT REMOVAL AND HOT-MIX ASPHALT REPLACEMENT, 6" or 8",

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

10 CLASS D PATCH, 6", SPECIAL

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

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

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

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

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

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

Add the following to Article 442.08 of the SSRBC.

All Class D patches shall be 6" inches thick.

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Method of Measurement: Pavement removal and replacement shall be measured for payment in place

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

and the area computed in square yards. Patches shall be classified as CL D, 6".

CLASS D PATCH, 6" SPECIAL,

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

11 COMBINATION CONCRETE CURB AND GUTTER OF TYPE SPECIFIED

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

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

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

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

Transverse contraction joints shall be constructed at no more than fifteen foot (15') intervals. When new curb and gutter is placed adjacent to concrete pavement or base, it shall be tied along the longitudinal construction joint with No. 6 (3/4") bars at 24" centers in accordance with the applicable portions of Article 420.05 of the Standard Specifications.

Placement of curb or curb and gutter as noted on Schedule of Quantities to be reinforced shall also include the placement of two (2) No. 4 (½") epoxy coated deformed reinforcement bars meeting the applicable portions of Section 508 of the Standard Specifications. Bars shall be placed at one-half depth of the body of the gutter running the entire length of newly placed sections. Curb or curb and gutter placed as described in this paragraph shall be paid for as CONCRETE CURB (TYPE SPECIFIED), REINFORCED or COMBINATION CONCRETE CURB AND GUTTER (TYPE SPECIFIED), REINFORCED.

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

All curb and gutter that is in front of sidewalk crossings shall have a cross-slope of a minimum of one percent (1.0%) and a maximum of two percent (2.0%) to facilitate drainage and shall have a defined flow line of not greater than one half inch $(\frac{1}{2})$ from back of curb.

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Concrete Curb and Gutter M-4.06 as called out in the details at proposed concrete median locations shall have reverse-pitch gutter to facilitate pavement drainage.

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

If placement of curb and gutter takes place prior to April 15, or after November 1, the curb and gutter shall be properly cured and that followed by the application of protective coat in accordance with Article 420.18 of the Standard Specifications.

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

COMBINATION CONCRETE CURB AND GUTTER (TYPE SPECIFIED) or COMBINATION CONCRETE CURB AND GUTTER (TYPE SPECIFIED), REINFORCED,

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

12 POROUS GRANULAR EMBANKMENT, SPECIAL

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<u>Description</u>: This work shall consist of removing and disposing of unsuitable sub-grade, furnishing, placing and compacting porous granular material to the lines and grades shown on the plans or as directed by the Engineer in accordance with the applicable portions of Sections 202 and 207 of the Standard Specifications. The material shall be used as a bridging layer over soft, pumpy, loose soil areas and for placement under water. The material shall conform with Article 1003.04 and 1004.05 of the Standard Specifications except the gradation shall be as follows:

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

Sieve Size	Percent Passing
*6"	97 <u>+</u> 3
*4"	90 <u>+</u> 10
2"	45 <u>+</u> 25
#200	5 <u>+</u> 5

2. Gravel, Crushed Gravel and Pit Run Gravel

Sieve Size	Percent Passing
*6"	97 <u>+</u> 3
*4"	90 <u>+</u> 10
2"	55 <u>+</u> 25
#4	30 <u>+</u> 20

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#200 5+5

*For undercuts less than 18" the percent passing the 6" sieve may be 90 ± 10 and the 4" sieve requirement eliminated.

The porous granular material shall be placed in one lift when the total thickness to be placed is two (2) feet thick or less or as directed by the Engineer. Rolling each lift of the porous granular material with a vibratory roller meeting the requirements of Article 1101.01 of the Standard Specifications should be sufficient to obtain the desired keying or interlock and necessary compaction. The Engineer shall verify that adequate keying has been obtained.

A three- (3) inch nominal thickness top lift of capping aggregate having a gradation of CA-6 will be required. The use of on-site bituminous grindings resulting from bituminous surface removal, substantially meeting the gradation of CA-6, shall also be permitted. The granular cap shall be compacted to the satisfaction of the Engineer. It shall be the Contractor's responsibility that all proposed bituminous replacement regarding patching and paving operations in these areas will meet the specified performance criteria of their respective pay items.

Construction equipment not necessary for the completion of the replacement material will not be allowed on the undercut areas until completion of the recommended thickness of the porous granular embankment, special.

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

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

POROUS GRANULAR EMBANKMENT, SPECIAL,

which price shall include the capping aggregate, as required.

The Porous Granular Embankment, Special shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown on the plans.

13 EARTH EXCAVATION, SPECIAL

Description: This work shall consist of the excavation, removal, and disposal of existing materials located on site required for installation of sidewalk ramp in locations where existing material is in excess of removal and replacement/installation (greater than 9" removal for New Sidewalk Installation, greater than 3" removal for HMA Driveway Replacement, etc). This work shall be as specified and in accordance with Sections 202, 204, 205 and 440 of the SSRBC and as specified herein.

Method of Measurement: This work will be measured for payment in their original positions, and volumes in cubic yards will be computed by the method of average end areas.

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

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EARTH EXCAVATION, SPECIAL,

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

IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

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

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

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

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

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

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ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE,

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

15 MANHOLES OR INLETS, TO BE ADJUSTED OR RECONSTRUCTED

<u>Description</u>: This item shall be done in accordance with Sec. 602 of the Standard Specifications for Road and Bridge Construction and the following provisions.

All excavation for structure adjustment shall be replaced with Class SI concrete and in accordance with the attached details. For excavation required for reconstructed items, backfill materials shall be mechanically compacted SELECTED GRANULAR BACKFILL placed per the special provision elsewhere in these documents.

Castings shall be set in full mortar or bituminous mastic beds. The adjustment of the casting to the required final grade shall be made with precast concrete adjusting rings. Brick, concrete block, or wooden shims will not be permitted.

When adjustments include new frame and grate or new frame and lid, all replacement frames, grates and lids shall be heavy duty. Depending on the type of frame, care shall be taken to properly align the new frame with the curb and gutter, and maintain the proper size opening into the structure.

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

For those structures noted on the Schedule of Quantities or as designated by the Engineer as MANHOLE TO BE ADJUSTED, SPECIAL, for that period after Hot-Mix Asphalt Surface Removal operations and prior to adjustment to finished pavement elevation, frames and lids or grates shall be removed from the structure and stored in a safe manner until reused. The resulting void over the structure shall be covered with a steel plate and temporary pavement, or other approved method, capable of carrying the anticipated daily traffic in a safe manner. The Contractor shall also make note of structure location so it may be reestablished after initial bituminous paving operations have been completed.

For those structures designated as INLET TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE, SPECIAL, the new frame and grate shall be a standard Type 3, or approved equal, except the barred curb box shall be replaced with an open face curb box.

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

MANHOLE TO BE ADJUSTED or MANHOLE TO BE ADJUSTED, SPECIAL or MANHOLE TO BE ADJUSTED WITH NEW FRAME AND LID (TYPE SPECIFIED) or MANHOLE TO BE RECONSTRUCTED.

This item shall also be paid for at the contract unit price **EACH** for:

INLET TO BE ADJUSTED or INLET TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE, SPECIAL or INLET TO BE ADJUSTED WITH NEW TYPE 11 FRAME AND GRATE,

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SPECIAL or INLET TO BE RECONSTRUCTED,

which price shall be payment in full for all labor and materials specified herein including backfill with Selected Granular Backfill.

16 TREE ROOT PRUNING

<u>Description</u>: All trees, public or private, affected by new sidewalk installation within its root protection zone, shall be root pruned prior to any excavation taking place. Root pruning shall be performed in accordance with the applicable portions of Section 201 of the Standard Specifications as well as the Tree Protection Zone detail of the Plans. Root pruning shall be done only to the depth of the excavation necessary for installing the new walk. Root pruning shall start and proceed uninterrupted for the length of travel through the root protection zone. Root pruning shall be made no more than 10 inches from the tree-side edge of the proposed walk.

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. Additionally, 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 <u>Guide for Plant Appraisal</u>, 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.

17 PORTLAND CEMENT CONCRETE SIDEWALK

<u>Description</u>: This work shall consist of the removal and replacement of P.C.C. Sidewalk in accordance with the SSRBC, except as amended herein.

Sidewalk removal and replacement shall be done on one side of a street at a time to allow for pedestrian mobility. No sidewalk shall be removed from the opposite side of the street until sidewalks on the first side are safely open to pedestrian traffic.

Removal of sidewalk shall include the saw cutting of existing concrete as directed by the Engineer. Except for those locations specifically marked for Tree Root Pruning, removal of sidewalks shall also include any necessary additional pruning and removal of tree roots, bituminous paved sidewalks and/or bituminous overlayment of existing sidewalks, or excavation necessary to place the proposed sidewalk, curb ramp or side curb.

Replacement of sidewalk shall be of the width and thickness as noted on the Schedule of Quantities and as directed by the Engineer. Thickness of the proposed sidewalk shall generally be (5") five inch for standard or courtesy walks, (6") six inch for full width across residential drives, and (8") eight inch for full width across commercial drives.

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Placement of P.C.C. sidewalk shall include the excavation for and placement of four inches (4") of Type B, CA-6, compacted aggregate base, the (3/4") three-quarter inch scoring of contraction joints (5') five feet on center, the placing of (1/2") one-half inch premolded expansion joints where new concrete abuts existing concrete and/or at (50') fifty feet on center and/or at the end of a pour. This work shall also include the adjustment to proper grade of all water valve or utility boxes encountered.

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

At those locations where existing street configuration does not contain curb and gutter, it is necessary to end construction of new sidewalk with a minimum of two (2) feet separation from the existing or proposed edge of pavement. At these locations, a HMA transition sidewalk shall be constructed between the concrete sidewalk and the edge of pavement.

Construction of the transition sidewalk shall include excavation as necessary for the full width of the concrete sidewalk, placement and compaction of the four inches (4") of Type B, CA-6 aggregate base, and the placement and compaction of 5 inches (5") of Hot-Mix Asphalt Surface, Mixture D, N50 (IL 9.5) per the applicable portions of Sec. 442 of the Standard Specifications. Asphalt to be placed in compacted layers not to exceed four inches (4").

Hot-Mix Asphalt Binder Course, IL-19.0, N50 may be utilized for the bottom courses, but in all cases the top course shall be a minimum 1 ½ inch lift of the HMA Surface noted above.

For those locations as noted on the Schedule of Quantities or as designated by the Engineer for Detectable Warnings, work shall be completed in accordance with Section 424 of the SSRBC and the Standards included in the details regarding curb ramps with detectable warnings and as amended herein.

Detectable Warnings will NOT include any placement of full depth red dyed concrete or other on-site fabrication such as stamping or molding the fresh concrete with coloring added to the surface of the concrete.

Detectable Warnings shall be limited to inserts meeting the requirements of the ADAAG and subject to approval by the Village.

Color of detectable warnings shall be brick red. The area of red detectable warning shall be protected from overspray during the application of Type III membrane curing compound.

If replacement of sidewalk takes place prior to April 15, or after November 1, all sidewalk shall be properly cured and that followed by the application of protective coat in accordance with Article 420.18 of the Standard Specifications.

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

PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL and for PORTLAND CEMENT CONCRETE SIDEWALK, 5" or PORTLAND CEMENT CONCRETE SIDEWALK, 6",

which price shall be payment in full for the work as specified herein except for Detectable Warnings which shall be paid for separately.

Detectable warnings shall be paid for at the contract unit price per SQUARE FOOT for:

DETECTABLE WARNINGS,

which price shall be in addition to the cost for placement of the 5" sidewalk at the curb ramp.

18 PARKWAY RESTORATION

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

As contract work progresses through the Village, parkway restoration work shall commence in a timely manner in areas where permanent placement of new curb and gutter, driveways, sidewalks, etc., has been completed. Parkway restoration including sod placement or topsoil and growth-inhibiting erosion control blanket shall be completed on a street within 7 calendar days of completion of concrete work. Under no circumstances shall the Contractor prolong final grading, shaping and sod placement so that the entire project can be permanently restored at the same time.

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.

A number of locations may require extensive excavation or regrading of the parkway due to alignment change necessary to bring corner sidewalk ramps within ADA compliance.

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 4". 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.

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.

For that period prior to full parkway restoration, the Contractor shall backfill and grade all disturbed areas so as to insure the safety of the general public. All open excavations remaining adjacent to newly

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constructed curb and gutter, sidewalks, driveways, etc., shall be properly backfilled, compacted and graded within 5 calendar days of their completion.

Backfill shall be compacted by mechanical and/or hand methods so future consolidation / settlement does not occur. Parkways shall be left in a safe, clean and usable condition conducive to foot traffic and to the satisfaction of the Village. The Contractor shall protect these unfinished areas against erosion and work to keep them weed free. Erosion control work such as placement of temporary seed or erosion control blanket, including their removal and redressing of the disturbed areas, shall not be paid for separately but shall be considered incidental to the cost of PARKWAY RESTORATION.

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

PARKWAY RESTORATION,

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.

19 HOT-MIX ASPHALT DRIVEWAY

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

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

At locations noted on Schedule of Quantities, asphalt driveways shall be replaced with the six inches of CA-6 aggregate base along with eight inches (8") of Hot-Mix Asphalt comprised of six inches (6") of Hot-Mix Asphalt Binder, IL-19.0, N50 and finished with a minimum of two inches (2") of Hot-Mix Asphalt Surface, Mixture D, N50 (IL 9.5). Asphalt to be placed in compacted layers not to exceed four inches (4").

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

Where the edges of the new driveway pavement are exposed adjacent to the parkway, the edges shall have a neat forty-five (45) degree angle bevel shaped, compacted and tamped tight by mechanical and/or hand methods.

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

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

HOT-MIX ASPHALT DRIVEWAY REMOVAL and for HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3",

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

20 PORTLAND CEMENT CONCRETE DRIVEWAY

<u>Description</u>: This work shall consist of the removal and replacement of concrete driveways in accordance with the applicable parts of Sec. 423 of the SSRBC except as amended herein.

This work shall include the placement of three-quarter inch (3/4") premolded expansion joint filler, for the full depth of the driveway pavement, where new concrete abuts existing concrete or as directed by the Engineer.

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

Replacement of the driveways shall include the application of membrane curing compound, Type III, in accordance with Articles 1020.13 and 1022.01 of the SSRBC, unless otherwise directed by the Engineer. If replacement of the driveways takes place prior to April 15, or after November 1, the driveway shall be properly cured and that followed by the application of protective coat in accordance with Article 420.18 of the Standard Specifications.

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

PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL and for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6",

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

21 DECORATIVE PAVER DRIVEWAY OR SIDEWALK REMOVAL & REPLACEMENT

<u>Description</u>: This work shall consist of removal and replacement of existing decorative concrete or brick paver driveways or sidewalks per the applicable portions of Check Sheet LRS 14 of the SSRBC except as amended herein.

At those locations noted on the plans or as directed by the Engineer, the Contractor shall remove existing decorative pavers in such a manner so that no damage occurs to the pavers and with full intent to reuse said paver blocks. Any decorative paver block damaged to an extent that it may not be reused as part of the final pavement, sidewalk or driveway shall be replaced in kind by the Contractor at no additional cost to the Village.

Extent of existing paver removal shall be at the direction of the Engineer. This removal will only be that amount necessary to construct the new curb and gutter or other appurtenance, and replace the decorative pavers to an acceptable grade and appearance.

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At those locations where it is determined that an existing bituminous base warrants removal and replacement or repair, this portion of the work would be performed and measured for payment per the special provision for CLASS D PATCHING, of the necessary thickness.

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

DECORATIVE PAVER DRIVEWAY REMOVAL AND REPLACEMENT or DECORATIVE PAVER SIDEWALK REMOVAL AND REPLACEMENT,

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

22 HISTORIC BRICK REMOVAL & REPLACEMENT

<u>Description</u>: This work shall consist of removal and replacement of existing historic brick per the applicable portions of Check Sheet LRS 14 of the SSRBC except as amended herein.

At those locations noted on the plans or as directed by the Engineer, the Contractor shall remove existing historic brick in such a manner so that no damage occurs to the pavers and with full intent to reuse said brick. Any decorative paver block damaged to an extent that it may not be reused as part of the final pavement, sidewalk or driveway shall be replaced in kind by the Contractor. Any additional historic brick needed beyond existing condition shall be furnished by the Village and made available to the Contractor for installation.

Extent of existing brick removal shall be at the direction of the Engineer. This removal will only be that amount necessary to construct the new curb and gutter or other appurtenance, and replace the brick to an acceptable grade and appearance.

At those locations where it is determined that an existing bituminous base warrants removal and replacement or repair, this portion of the work would be performed and measured for payment per the special provision for CLASS D PATCHING, of the necessary thickness.

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

HISTORIC BRICK REMOVAL AND REPLACEMENT,

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

23 MANHOLE AND INLET CONSTRUCTION

<u>Description</u>: This work shall consist of the construction of precast concrete drainage structures of the size and type shown on the plans or specified by the Engineer. Included in the contract unit price shall be all excavation, bedding, backfilling and reconnection of all existing inlet and outlet pipe. For all new structures backfill materials shall be mechanically compacted SELECTED GRANULAR BACKFILL placed per the special provision elsewhere in these documents.

All structures in excess of four feet in depth shall be equipped with cast iron steps meeting the standards of ASTM A48. Precast sections shall conform to ASTM C 478 and shall be substantially free from fractures, large or deep cracks and surface roughness. Joints between precast sections shall be designed for rubber gaskets or bituminous mastic material.

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

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

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

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

In pavements, frames and grates or lids shall be heavy duty.

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

INLET, TYPE A, 24" WITH NEW FRAME AND GRATE (TYPE SPECIFIED) or INLET, TYPE B, 36" WITH SALVAGED FRAME AND GRATE,

which price shall be payment in full for all labor and materials specified herein including SELECTED GRANULAR BACKFILL.

24 SELECTED GRANULAR BACKFILL

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

Such material shall meet the applicable requirements of Section 1004 of the SSRBC, except as amended herein. Except for the capping aggregate, the material will meet the gradation for CA-7, CA-11 or the gradation commonly known as 3/4" chip.

Backfill shall be placed in maximum 12" lifts and compacted by vibrating plate or other mechanical compacting device in a manner consistent with the Standard Specifications, to ensure that no future settlement occurs.

All backfilling shall be done in accordance with Section 20-2.21 of the Standard Specifications for Water and Sewer Main Construction in Illinois. Specifically, all trenches and excavations other than those shown on the plans or designated by the Engineer to receive SELECTED GRANULAR BACKFILL shall be backfilled by any acceptable method which will not dislodge or damage the pipe, or cause bridging action in the trench. After SELECTED GRANULAR BACKFILL is placed as haunching to one-half pipe outside diameter, spoil material may be used as backfill in turf areas.

All backfilling, including granular bedding and backfill of approved excavated material, and

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placement and compaction of SELECTED GRANULAR BACKFILL around new or reconstructed storm sewer or structures shall be considered incidental to the contract.

When Select Backfill is placed to the existing surface elevation and used as a temporary driving or walking surface, this item shall also include the maintenance of trench surface in a safe and usable condition, satisfactory to the engineer, until the permanent proposed pavement or walkway is completed.

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

<u>Basis of Payment:</u> All work to backfill around new and reconstructed storm sewer or structures with **SELECTED GRANULAR BACKFILL** shall be considered **Incidental** to each respective pay item and will not be paid for separately.

EROSION, SEDIMENTATION AND DUST CONTROL

<u>Description:</u> 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 roadway surfaces shall be kept free of dirt, mud, dust and debris of any kind at all times through all phases of the project. All downstream ditches shall be protected from erosion and sedimentation by the installation of silt fence ditch checks; straw bales shall not be used. 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 silt fence or sediment filter logs. Storm sewer inlet structures or manholes shall be protected by temporary placement of geotextile fabric, filter baskets, or solid lids, as authorized in the field by the Engineer.

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.

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.

On those streets designated for Aggregate Base Repair and Preparation of Aggregate Base, dust control shall include the application of water to the existing aggregate base, as conditions warrant, by water truck or other approved method. Unless otherwise directed by the Engineer, during dry periods between rains, a

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minimum of two applications per day will be necessary.

Temporary or permanent storage in the flood plain of the following are prohibited unless elevated or flood proofed to one foot above the base flood elevation:

- Items susceptible to flood damage; or
- Unsecured buoyant materials or materials that may cause off-site damage including bulky materials, flammable liquids, chemicals, explosives, pollutants, or other hazardous materials; or
- Landscape waste.

<u>Silt Fence</u> Placement, maintenance, and removal of silt fence at areas designated by the Engineer. The work shall be placed by methods and materials in accordance with Sections 280 and 1080 of the SSRBC, except as amended herein.

<u>Erosion Barrier, Special</u> Placement, maintenance, and removal of EROSION BARRIER, SPECIAL shall be by methods and materials in accordance with applicable portions of Sections 280, 1080 and 1081 of the SSRBC, except as amended herein.

Barrier shall be placed approximately two (2 ft) +/- off edge of existing pavement or sidewalks being repaired at those locations noted on the schedule of quantities or as designated by the Engineer.

Barrier shall consist of a combination of two (2) excelsior logs or sediment filter logs staked immediately adjacent and parallel to each other. Barrier is intended to protect more sensitive wetland vegetation and turf areas from runoff and any and all workers and equipment during the duration of the improvements. All contract work near these designated sections shall take place outside the EROSION BARRIER, SPECIAL.

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

EROSION, SEDIMENTATION, AND DUST CONTROL,

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

26 HOT-MIX ASPHALT BINDER AND SURFACE COURSE

This item shall be done in accordance with all applicable parts of Sections 406 and 1030 of the SSRBC, the included D-1 and BDE Specifications, and included mix table.

All preparation of the existing base shall be considered incidental to its respective pay item. This shall include but not be limited to cleaning cracks with an air compressor or other approved method prior to placement of mixture for cracks, joints and flangeways.

The target value for the air voids of the Hot-Mix Asphalt Surface Course, Mix D, N50 shall be 3.5% at the design number of gyrations.

Basis of Payment: The HMA surfacing shall be paid for at the contract unit price per **TON** for:

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LEVELING BINDER (MACHINE METHOD), N50, and HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50.

27 <u>BITUMINOUS MATERIALS, TACK COAT (TRACKLESS)</u>

<u>Description</u>: This work shall consist of the application of tack coat in accordance with the applicable parts of Sec. 406 of the Standard Specifications except as amended herein.

It is the responsibility of the contractor to notify the Village twenty four (24) hours in advance of any tack coat applications so it can be verified that signs and traffic control plans are in place. The contractor shall only apply tack coat in areas that can be paved with new asphalt in the same working day. Trackless tack shall be used to minimize tracking.

If lane cannot be closed to traffic until the material has been allowed to break, sand must be applied to prevent tracking. The cleaning of any tracking or stains on driveways will be the responsibility of the contractor, to the satisfaction of the Village.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price per **POUND** of Residual Asphalt for:

BITUMINOUS MATERIALS (TACK COAT),

which price will be payment in full for all work as specified herein. Any sand used shall be considered **INCIDENTAL** to the project.

MANHOLES, CATCH BASINS, AND INLETS (SIZE AND TYPE SPECIFIED)

This work shall consist of the installation of precast concrete drainage structures of the size and type shown on the plans or specified by the Engineer. Included in the contract unit price shall be all excavation, removal and disposal of existing storm structures, bedding, supplying and compacting of backfill materials. Backfill materials for new structures shall be CA-6 aggregate mechanically compacted.

All structures in excess of four feet in depth shall be equipped with cast iron steps meeting the standards of ASTM A48.

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

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

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

Prefabricated benches in structures will not be allowed. Benches shall be poured after installation.

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

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

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

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

MANHOLES, CATCH BASINS, and INLETS (SIZED AND TYPE SPECIFIED),

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

29 STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED)

Description: This item shall consist of the construction of Storm Sewer. Storm sewer shall be constructed with the material shown on the plans.

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

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

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

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

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

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

- 1. Removal of all surplus trench excavation from site.
- 2. Excavation for and placement of bedding material.
- 3. Support of trenches, including any necessary bracing or shoring.
- 4. De-watering of trench or excavation.

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- 5. Placement and compaction of backfill by vibratory plate or other approved mechanical device.
- 6. Coring into existing drainage structures where connections are called for on the plans.
- 7. Sawcutting of pavement and/or curb and gutter.

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

STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED),

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

30 TRENCH BACKFILL

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

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

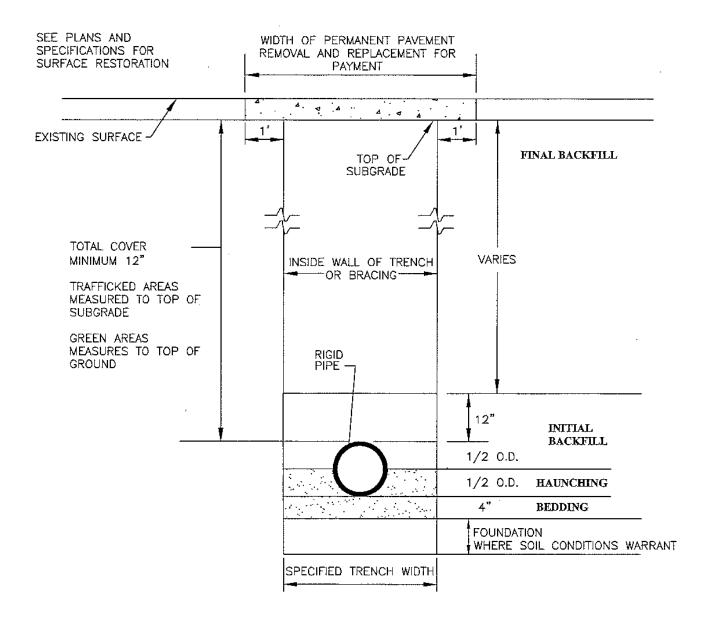
Final Backfill: CA-6 or FA-6Initial Backfill: CA-6 or FA-6

Haunching: CA-7Bedding: CA-7

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

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

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

31 TEMPORARY SURFACE OVER TRENCH - AGGREGATE (CA-6), 6"

This work shall consist of construction, maintenance, and removal of an aggregate surface course for temporary roads and approaches as specified in Section 107.09 of the SSRBC.

Aggregate surface shall be constructed in accordance with the applicable portions of Section 402 of the SSRBC, except that the equipment required for the work will be as directed by the Engineer.

Maintenance shall consist of placing and compacting additional aggregate of the same type and gradation as the surface aggregate.

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

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

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

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

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

32 EXPLORATORY TRENCH, SPECIAL

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

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

Trench Backfill will not be measured for payment.

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

EXPLORATORY TRENCH, SPECIAL,

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

2022 Prairie Page 50 of 71

CONSTRUCTION STAKING

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.

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

CONSTRUCTION STAKING,

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

34 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.

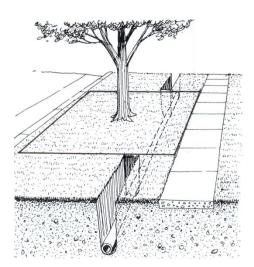
Tree protection shall include avoiding damage to the above ground tree branches and trunk, and the below ground root system and surrounding soil. Tree crowns and trunks shall not suffer any branch or bark loss. Roots shall be protected from compaction, storage of materials, severing, regrading of the 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 been adjusted to form a rectangle around the parkway tree trunk with minimum dimensions listed in the following table. The depth of the CRZ extends to 4 feet below the natural ground surface level.

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

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

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

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

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

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

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

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

The value or partial value of the tree lost shall be determined by the Village Forester using the most current edition of the <u>Guide for Plant Appraisal</u> (prepared by the Council of Tree & Landscape Appraisers and the International Society of Arboriculture) and the most current edition of the <u>Species Ratings & Appraisal Factors</u> 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 shall 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.

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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: J.A. JOHNSON PAVING COMPANY 2/9/2022 Company Name Date 1025 E. ADDISON COURT E-mail Address Street Address of Company ARLINGTON HEIGHTS, IL 60005 City, State, Zip Contact Name (Print) 847-439-2025 847-439-2025 **Business Phone** 24-Hour Telephone 847-439-2084 Business Fax Signature of Officer, Partner or Sole Proprietor DALE A. JOHNSON, PRESIDENT Print Name & Title ATTEST: if a Corporation Signature of Corporation Secretary We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by October 7, 2022 in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices. VILLAGE OF DOWNERS GROVE: ATTEST: Village Clerk Authorized Signature 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.

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

	DIG 10 10 De COMBIGUI CA LAVIGA
BIDDER:	
J.A. JOHNSON PAVING COMPANY	2/9/2022
Company Name	Date
1025 E. ADDISON COURT	
Street Address of Company	E-mail Address
ARLINGTON HEIGHTS, IL 60005	
City, State, Zip	Contact Name (Print)
847-439-2025	847-439-2025
Business Phone	24-Hour Telephone
847-439-2084	1 All Usul
Business Fax	Signature of Officer, Partney or Sole Proprietor
	DALE A. JOHNSON, PRESIDENT
ATTEST: if a Corporation	Print Name & Title
The Ase.	
Signature of Corporation Secretary	
We hereby agree to furnish the Village of Downers	Grove all necessary materials, equipment, labor, etc. to
complete the project by October 7, 2022 in accorda	ince with the provisions, instructions and specifications
for the unit prices shown on the Schedule of Prices.	
VILLAGE OF DOWNERS GROVE:	ATTEST:
TELEVISION OF BOTTLERS GROVE.	Tilleot.
Authorized Signature	Village Clerk
radionzed orginature	v mage clone
Title	
1100	
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.

SCHEDULE OF PRICES:

ITEM NO.	PAY ITEM	TOTAL QTY	UNIT	UNIT COST	TOTAL COST
1	Hot-Mix Asphalt Surface Course, Mix D, N50	2,534	TON	78.00	197,652.00
2	Leveling Binder (Machine Method), N50	2,534	TON	75.00	190,050.00
3	Bituminous Materials (Tack Coat, Trackless)	19,776	LB	10.	197.76
4	Longitudinal Joint Sealant	9766	FOOT	2.00	19,532.00
5	HMA Removal and Replacement, 4"	650	SQ YD	15.00	9,750.00
6	HMA Removal and Replacement, 6"	650	SQ YD	20.00	13,000.00
7	Class D Patching, 6", Special	5	TON	300.00	1,500.00
8	Full-Depth Pavement Removal	330	SQ YD	30.00	9,900.00
9	Porous Granular Embankment, Special	50	CU YD	45.00	2,250.00
10	Removal and Disposal of Unsuitable Material	50	CU YD	40.00	2,000.00
11	Geotechnical Fabric for Ground Stabilization	150	SQ YD	.01	1.50
12	Earth Excavation	25	CU YD	40.00	1,000.00
13	Aggregate Base Course, Type B, 4"	12	CU YD	50.00	600.00
14	Aggregate for Temporary Access	15	TON	50.00	750.00
15	Combination Concrete Curb and Gutter Removal	2,900	FOOT	6.00	17,400.00
16	Combination Concrete Curb and Gutter, Type B-6.12	2,160	FOOT	33.00	71,280.00
17	Combination Concrete Curb and Gutter, Type B-6.18	750	FOOT	34.00	25, 500.00
18	Combination Concrete Curb and Gutter, Type M-4.06	400	FOOT	32.00	12,800.00
19	Concrete Curb, Type B	45	FOOT	35.00	1,575.00
20	Concrete Median Surface, 8"	900	SQ FT	8.00	7,200.00
21	Storm Sewers, RCP, 12"	130	FOOT	88.00	25, 500.00 12,800.00 1,575.00 7,200.00 11,400.00 750.00
22	Removal of Existing Pipe, 10"	30	FOOT	25.00	750.00

23	Inlet, Type B, 2° w/Type 3 Grate	1	EACH	1,900.00	1,900.00
24	Inlet, Type B, 2' w/Type 11 Grate	2	EACH	2,200.00	
25	Trench Backfill	98	CU YD	47.00	4,606.00
26	Exploratory Trench, Special	5	CU YD	50.00	250.00
27	Manhole to be Adjusted	7	EACH	485.00	3,395.00
28	Manhole to be Adjusted, Special	34	EACH	690.00	3,395.00
29	Frame and Lid, Type 1, Open Lid	2	EACH	400.00	800.00
30	Frame and Lid, Type 1, Closed Lid	2	EACH	400.00	800.00
31	Frame and Grate, Type 8	3	EACH	250.00	750.00
32	Frame and Grate, Type 3	1	EACH	485.00	485.00
33	Frame and Grate, Type 11	3	EACH	530.00	1,590.00
34	Manhole to be Reconstructed	1	EACH	1,60000	1,600.00
35	Inlet to be Adjusted	37	EACH	400.00	14,800.00
36	Inlet to be Reconstructed	2	EACH	1,000.00	2,000.00
37	Valve Boxes to be Adjusted	4	EACH	350.00	1,400.00
38	Inlet Filters	74	EACH	50.00	3,700.00
39	Inlet Filters Cleaning	74	EACH	1.00	74.00
40	Hot-Mix Asphalt Surface Removal, 3"	25,285	SQ YD	4.00	101,140.00
41	Hot-Mix Asphalt Surface Removal, Butt Joint	646	SQ YD	1.00	646.00
42	PCC Sidewalk Removal	16,100	SQ FT	1.60	25,760.00
43	PCC Sidewalk, 5"	16,200	SQ FT	5.70	92,340.00
44	PCC Sidewalk, 6"	300	SQ FT	6.00	1,800.00
45	Detectable Warnings	1,100	SQ FT	29.00	25,760.00 92,340.00 1,800.00 31,900.00
46	Historic Brick Removal and Replacement	675	SQ FT	25.00	16,875.00
47	Decorative Paver Driveway Removal and Replacement	15	SQ YD	25.00	3,300.00

48	Parkway Restoration, Special	2,250	SQ YD	14.50	32,625.00
49	Pulverized Topsoil, 12"	5	CU YD	25.00	125.00
50	Furnished Excavation	20	CU YD	20.00	400.00
51	Growth-Inhibiting Erosion Control Blanket	2,250	SQ YD	1.00	2,250,00
52	Supplemental Watering	6	UNIT	40.00	2,250,00 240.00
53	Tree Root Pruning	10	EACH	150.00	1,500.00
54	Tree Protection	300	FOOT	4.00	1,200.00
55	Hot Mix Asphalt Driveway Removal	360	SQ YD	5.00	1,800.00
56	Hot Mix Asphalt Driveway, 3"	360	SQ YD	36.00	12,960.00
57	Portland Cement Concrete Driveway Removal	480	SQ YD	13.50	6,480.00
58	Portland Cement Concrete Driveway Pavement, 6"	480	SQ YD	63.00	6,480.00 30,240.00
59	Detector Loops	200	FOOT	17.00	3,400.00
60	Short Term Pavement Marking, 4"	39,900	FOOT	.01	399.00
61	Short Term Pavement Marking, Removal	13,300	SQ FT	.0/	133.00
62	Thermoplastic Pavement Marking - Line 4"	17,970	FOOT	. 75	13,477.50
63	Thermoplastic Pavement Marking - Line 6"	530	FOOT	1.15	609.50
64	Thermoplastic Pavement Marking - Line 12"	3,270	FOOT	2.30	7,521.00
65	Thermoplastic Pavement Marking - Line 24"	680	FOOT	5.50	3,740.00
66	Thermoplastic Pavement Marking –Letters & Symbols	210	SQ FT	6.25	1,312.50
67	Additional Hauling Surcharge, Non-Hazardous Special Waste	3	LOAD	150.00	450.00
68	Erosion Barrier, Special	60	FOOT	4.00	240.00
69	Street Sweeping	15	HOUR	150.00	2,250.00
70	Erosion, Sedimentation, and Dust Control	1.0	L SUM	1.00	1.00
71	Construction Staking	1.0	L SUM	7,000.00	7,000.00
72	Pre-Construction Videotaping	1.0	L SUM	2,100.00	7,000.00 2,100.00

73	Mobilization	1.0	L SUM	72,000.00	72,000.00
74	Traffic Control and Protection Standard 701501	1.0	L SUM	73,000.00	73,000.00
75	Traffic Control and Protection Standard 701502	1.0	L SUM	1.00	1.00
76	Traffic Control and Protection Standard 701801	1.0	L SUM	1.00	1.00

Total Base Bid 1, 213, 354.76

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to	PRAIRIE AVE. RESURFACING	, Bidder	J.A. JOHNSON PAVING COMPANY
	(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.

BEDDER'S CERTIFICATION (page 2 of 3)
BY: Bidder's Authorized Agent
3 6 - 2 3 5 2 3 8 3
FEDERAL TAXPAYER IDENTIFICATION NUMBER or
Social Security Number
OFFICIAL SEAL HANNAH WILKES NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 2/22/2025 Subscribed and sworn to before me this 9th day of February, 2022. Hotary Public
(Fill Out Applicable Paragraph Below)
(a) <u>Corporation</u> The Bidder is a corporation organized and existing under the laws of the State of <u>ILLINOIS</u> , which operates under the Legal name of <u>J.A. JOHNSON PAVING COMPANY</u> , and the full names of its Officers are as follows: President: <u>DALE A. JOHNSON</u>
Fresident:
Secretary: MICHAEL R. TARPEY
Treasurer: MICHAEL R. TARPEY
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:

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	
Names and Addresses of All Partners:	
(d) Sole Proprietor The Bidder is a Sole Proprietor whose full name is: operating under a trade name, said trade name is: registered with the office of in the State of	; and if , which name is .
6. Are you willing to comply with the Village's insurance requirements wi of the contract? (YES) NO (circle one)	thin 10 days of the award
INSURER'S NAME: ASSURANCE, A MARSH & MCLENNAN AGENCY LLC COM	PANY
AGENT: LINDA LUEBKING	
Street Address:1750 EAST GOLF ROAD	
City, State, Zip Code: SCHAUMBURG, IL 60173	
Telephone Number:847-463-7832	
I/We hereby affirm that the above certifications are true and accurate and that I/we them.	e have read and understand
Print Name of Company: J.A. JOHNSON PAVING COMPANY	
Print Name and Title of Authorizing Signature:PALE A. JOHNSON, PRESI	DENT
Signature: All Y	
Date: 2/9/2022	

MUNICIPAL REFERENCE LIST

SEE ATTACHED		
	Phone #:	
	Date of Completion:	
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	Date of Completion:	
	SEE ATTACHED SEE ATTACHED SEE ATTACHED	Phone #:

J.A. JOHNSON PAVING COMPANY

1025 E. ADDISON COURT ARLINGTON HEIGHTS, ILLINOIS 60005 PHONE: 847-439-2025 FAX: 847-439-2084

2022 References: Public Works

Illinois Department of

Transportation

201 West Center Court Schaumburg, IL 60196 847-705-4351

Attn: Eric Fauth

City of Elmhurst

209 North York St.

Elmhurst, IL 60126-2759

630-530-3000 Attn: Aaron Gonet

Village of Arlington Heights

33 S. Arlington Heights Rd. Arlington Heights, IL 60004

847-368-5000

Attn: Briget Schwab

City of St. Charles

2 E. Main St.

St. Charles, IL 60174

630-377-4400

Attn: Joshua Schmitt

Village of Elmwood

11 Conti Parkway

Elmwood, IL 61529

847-823-0500

Attn: Orion Galey

City of Elgin

150 Dexter Court

Elgin, IL 60120

847-931-6001

Attn: Sarah Ronan

City of Park Ridge

505 Butler Place Park Ridge, IL 60068

847-318-5455

Attn: Sarah Mitchell

Job: IDOT Contract 62L56 (IL 137)

Contract: \$4,258,746.36

For: SMART Overlay

Job: Elmhurst - 2021 Contract Paving

Project

Contract: \$ 4,275,102.00

For: Resurfacing Various Streets

Job: Arlington Heights - 2021 MFT
Street Reconstruction

Contract: \$3,990,000.00

For: Reconstruction of Various Streets

Job: St. Charles - Production Dr. Base Reclamation

Contract: \$ 797,758.46

For: Resurfacing Various Streets

Job: Elmwood 2021 MFT Street

Improvement Project

Contract: \$ 897,000.00

For: Resurfacing Various Streets

Job: Elgin - 2021 CDBG Neighborhood

Street Resurfacing Project

Contract: \$ 479,092.33

For: Resurfacing Various Streets

Job: Park Ridge - Summit Ave

Improvement

Contract: \$ 479,092.33

For: Street Resurfacing

J.A. JOHNSON PAVING COMPANY

1025 E. ADDISON COURT
ARLINGTON HEIGHTS, ILLINOIS 60005
PHONE: 847-439-2025 FAX: 847-4439-2084

2022 References: Private Owner Projects

Dunnet Bay Construction Co.

115 Brandon Dr.

Glendale Heights, IL 60139

630-539-1200

Attn: John Hartmann

Design Installation System

8110 River Dr.

Morton Grove, IL 60053

847-470-8100

Attn: Steve Hillmann

SPACECO., Inc.

9575 W. Higgins Rd., Suite 700

Rosemont, IL 60018

847-696-4060

Attn: Ted Ward

Carol Square Owners Association

1518 Kaspar

Arlington Heights, IL 60005

847-870-1434

Attn: Mr. Harry Starvos

Hope Lutheran Church

1660 Checker Rd.

Long Grove, IL 60047

847-634-2070

Altorfer/Cat East Dundee

1030 E. Main St.

East Dundee, IL 60118

847-678-7670

Attn: Carsten Franck

Job: Westlawn Cemetery Bridge/Pave

Contract: \$30,690.00

For: Roadway

Job: 800 N. Hamlin Parking Lot

Contract: \$16,660.00

For: Parking Lot Paving

Job: Indian Creek Club 2021

Resurfacing Work

Contract: \$ 197,660.60

For: Resurfacing Various Streets

Job: Carol Square Roadway

Contract:

\$97,142..91

For:

Parking Lot Paving

Job: Hope Lutheran Church Parking

Lot Patch

Contract: \$11,000.00

For: Parking Lot Patch

Job:

Altorfer/Cat East Dundee

Contract:

\$165,859.25

For:

Parking Lot Rehabilitation

SUBCONTRACTORS LIST

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

1) NARdulli CossT.	Type of Work _	Concre	te	
Addr:				
2) GA AXY	Type of Work _	SE	WEV	
Addr:				
3) <u>Mcc</u>	Type of Work _	The	ermo	
Addr:	City	State	Zip	
4) JCP	Type of Work _	Tr	o the	
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	

CERTIFICATION OF QUALIFICATIONS

Project Team			
Project Manager: SE	EE ATTACHED		
Superintendent:			
Team Member:			
SP-3 in	cking this box, the bidder hereby certifies that including at least three (3) contracts of similar increases, and can provide detailed supporting informations. Signed by: Title: PRESIDENT Name & Address: J.A. JOHNSON PAVING of Contractor 1025 E. ADDISON COUTON OF Vendor ARLINGTON HEIGHTS	and scope and scope action upon requestion of the scope o	e within the last five uest. (CorporateSeal)
Subscribed and sworme this _9th	n to before _day ofFEBRUARY_ , 2022		
Ham Notary Public	OFFICIALS HANNAH W NOTARY PUBLIC, STA	TILKES ATE OF ILLINOIS	

J.A. JOHNSON PAVING COMPANY

1025 E. ADDISON COURT
ARLINGTON HEIGHTS, ILLINOIS 60005
PHONE: 847-439-2025 FAX: 847-439-2084

CONSTRUCTION EXPERIENCE

-	Date Johnson	President	40	rears
>	Michael R. Tarpey	Secretary/Treasurer	29	Years
A	Bill Braasch	Field Superintendent	33	Years
A	Edward Ruff	Estimator	40	Years
A	Andrew Joiner	Estimator	21	Years



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.

soon as possible, as failure	e to do so will delay our payments.	o required to solid you de Form 10000 Fe	opona ao				
BUSINESS (PLEASE PRINT	ΓOR TYPE):						
NAME: J.A. JOHNSON PAVING COMPANY							
Address: 10							
CITY:	CITY: ARLINGTON HEIGHTS						
STATE:	ILLINOIS						
ZIP:	60005						
PHONE:847-4	439-2025 FAX:	847-439-2084					
TAX ID #(TIN):	36-2352383						
(If you are supplying a soc	cial security number, please give yo	our full name)					
REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):							
NAME:							
Address:							
CITY:							
STATE:		ZIP:					
TYPE OF ENTITY (CIRCLE ONE):							
Individu		ility Company – Member-Managed					
Sole Pro		llity Company- Manager-Managed					
Partners		Corporation					
Charitàb	ole/Nonprofit Government A	agency					
SIGNATURE:	Jall Jal	DATE: 2/9/2022					
	V						

Village of Downers Grove - Prairie Avenue Resurfacing

Apprenticeship and Training Certification

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

Name of Bidder: J.A. JOHNSON PAVING COMPANY 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. J.A. JOHNSON PAVING COMPANY...A/EQUIPMENT OPERATORS, LOCAL 150, B/TEAMSTERS. LOCAL 731, C/ LABORERS, CHICAGOLAND AND VICINITY DISTRICT COUNCIL SUBCONTRACTORS...A/EQUIPMENT OPERATORS, B/TEAMSTERS, C/LABORERS, D/CEMENT MASONS, E/ ELECTRICIANS, F/IRON WORKERS, AND G/CARPENTERS 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: DALE A. JOHNSON, PRESIDENT Signature: Date: 2/9/2022

Village of Downers Grove - Prairie Avenue Resurfacing

BUY AMERICA CERTIFICATION

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

Instructions:

Certificate of Compliance

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).

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 J.A. JOHNSON PAVING COMPANY
Title PRESIDENT
Date 2/9/2022
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.
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, 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.
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

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 – Prairie Avenue Resurfacing

Suspension or Debarment Certificate

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

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

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

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

Company Name: J.A. JOHNSON PAVING COMPAN	VY.
Address: 1025 E. ADDISON COURT	
City: ARLINGTON HEIGHTS	Zip Code: 60005
Telephone: (847) 439-2025 Fax Number: ((847) 439-2084
E-mail Address:	
Authorized Company Signature:	MG
Print Signature Name: <u>DALE A. JOHNSON</u> Title of Off	ricial: PRESIDENT
Date:2/9/2022	

Village of Downers Grove - Prairie Avenue Resurfacing

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.

Council membe	r and any challengers seeking to ser	ve as a member of the Downers C	Grove Village Council.
Under penalty of	f perjury, I declare:		
	Bidder/vendor has <u>not</u> contril 5) years. signature	outed to any elected Village posit DALE A. JOHNSON Print Name	ion within the last five
	Bidder/vendor has contribute Village Council within the last five (ed a campaign contribution to a of 5) years.	current member of the
	rint the following information: Name of Contributor:		
		(company or individual)	
· [Γο whom contribution was made:		£
	Year contribution made:	Amount: \$	
ı e	Signature	Print Name	

Village of Downers Grove - Prairie Avenue Resurfacing

BID SUBMITTAL CHECKLIST

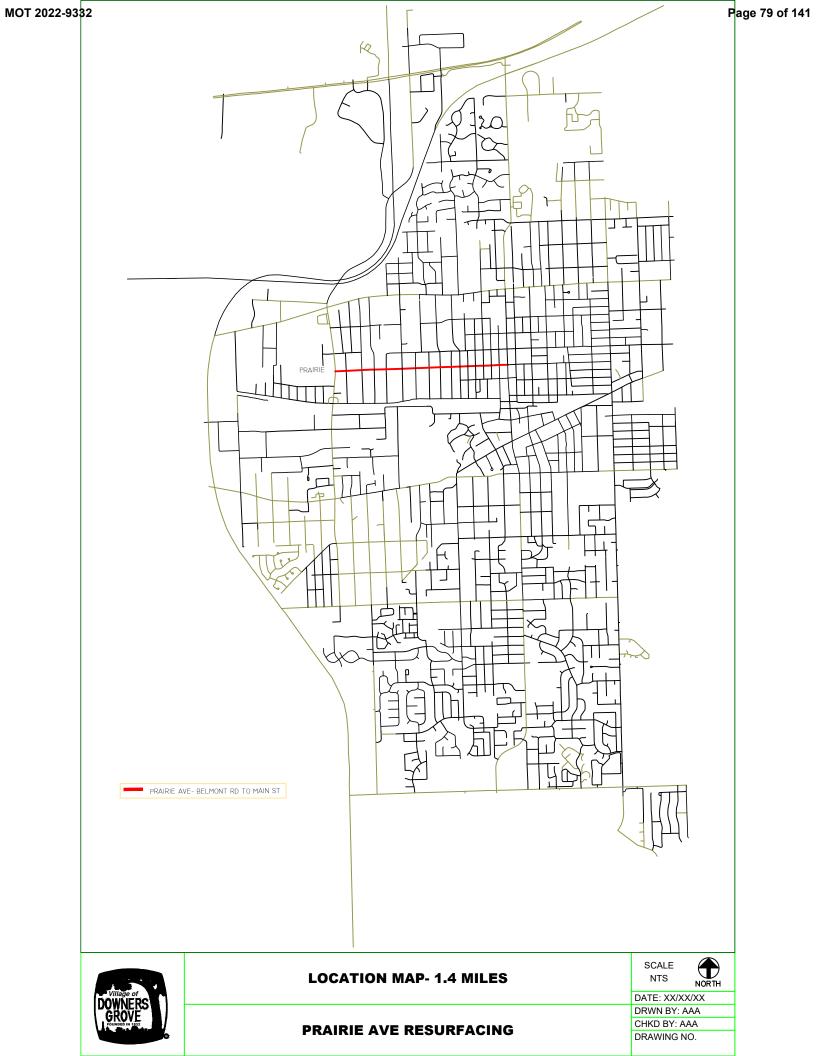
Each Bidder's Bid Package must be submitted with all requisite forms properly completed, and all documentation included. The following list is not all-inclusive, but is designed to facilitate a good, competitive bidding environment.

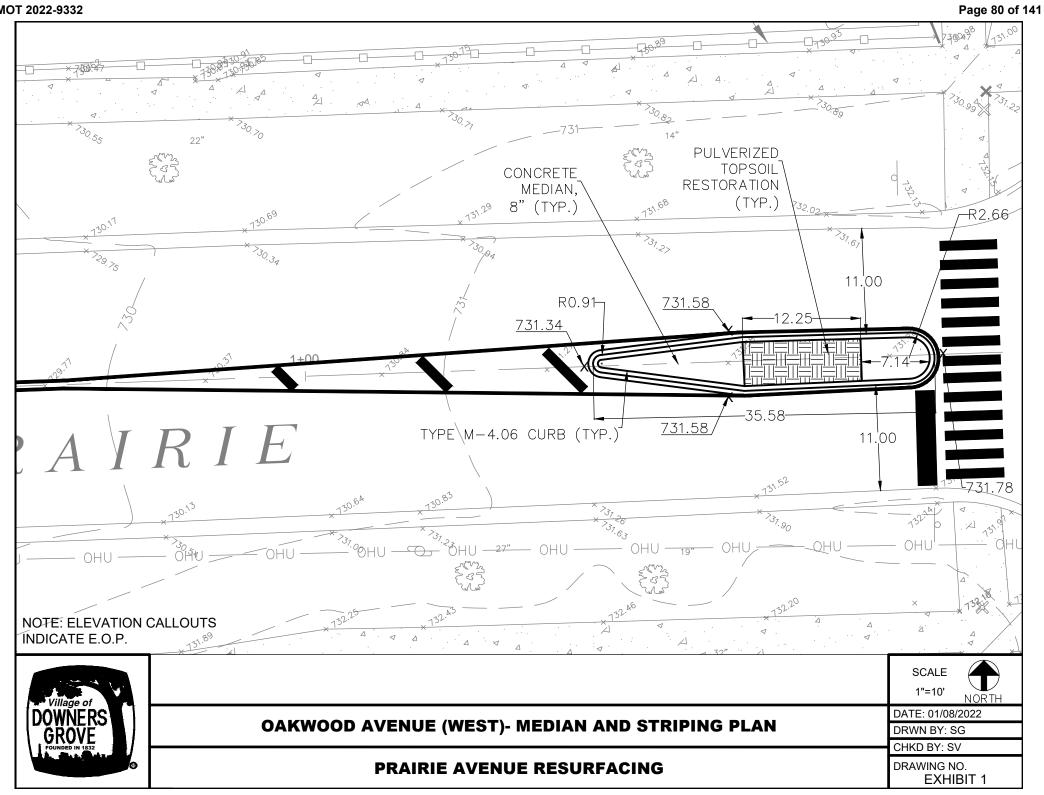
1.	Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2.	Cover sheet filled-in
3.	Bid Form copies filled-in. All copies must have original signatures and seals on them.
4.	Bid Bond or cashier's check enclosed with bid package.
5.	Schedule of Prices 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.	IDOT Certificate of Eligibility, Prequalification 003 HMA Plant Mix
13.	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.

HOT-MIX ASPHALT MIXTURE REQUIREMENTS	
MIXTURE TYPE	AIR VOIDS
PAVEMENT RESURFACING	
Leveling Binder (Machine Method), N50 (IL-9.5 mm)	4% @ 50 Gyr.
Hot-Mix Asphalt Surface Course, Mix "D", N50 (IL-9.5 mm)	3.5% @ 50 Gyr.
PATCHING	
Class D Patches (HMA Binder IL-19 mm)	4% @ 70 Gyr.
Pavement Removal & HMA Replacement (HMA Binder IL-19 mm)	4% @ 70 Gyr.
DRIVEWAYS	
Hot-Mix Asphalt Surface Course, Mix "D", N50 (IL-9.5 mm), 3"	3.5% @ 50 Gyr.
Hot-Mix Asphalt Base Course (HMA Binder IL-19 mm), 6"	4% @ 50 Gyr.

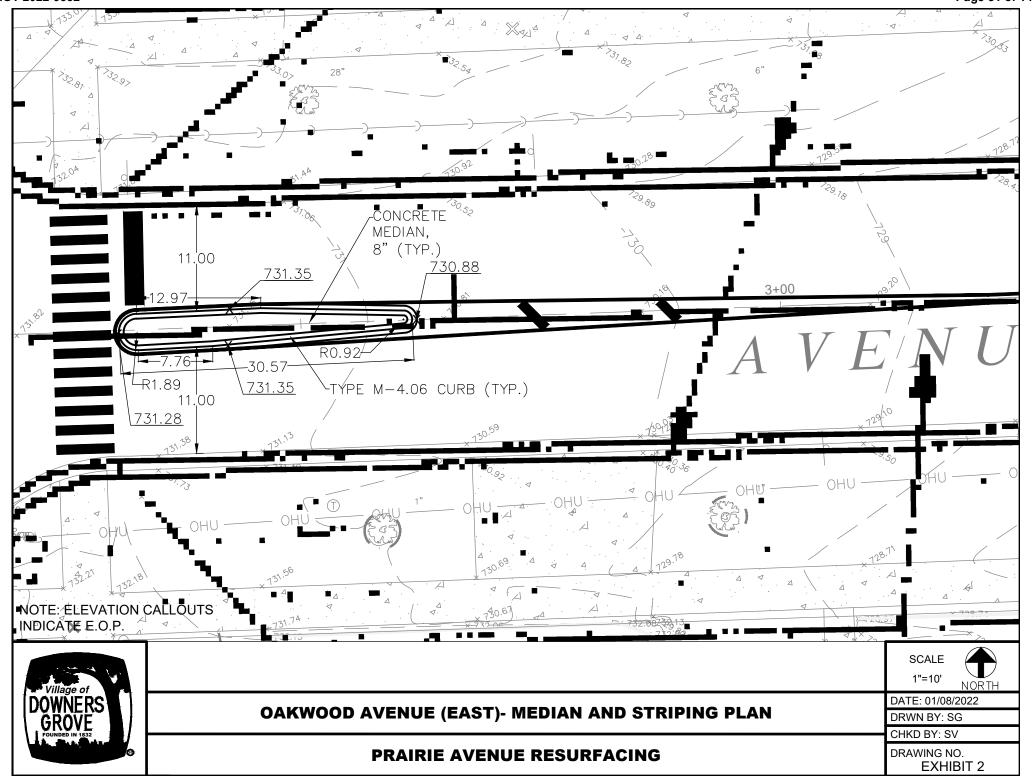
The unit weight used to calculate all Hot-Mix Asphalt Surface Mixture Quantities is 112 Lbs/SqYd/In.

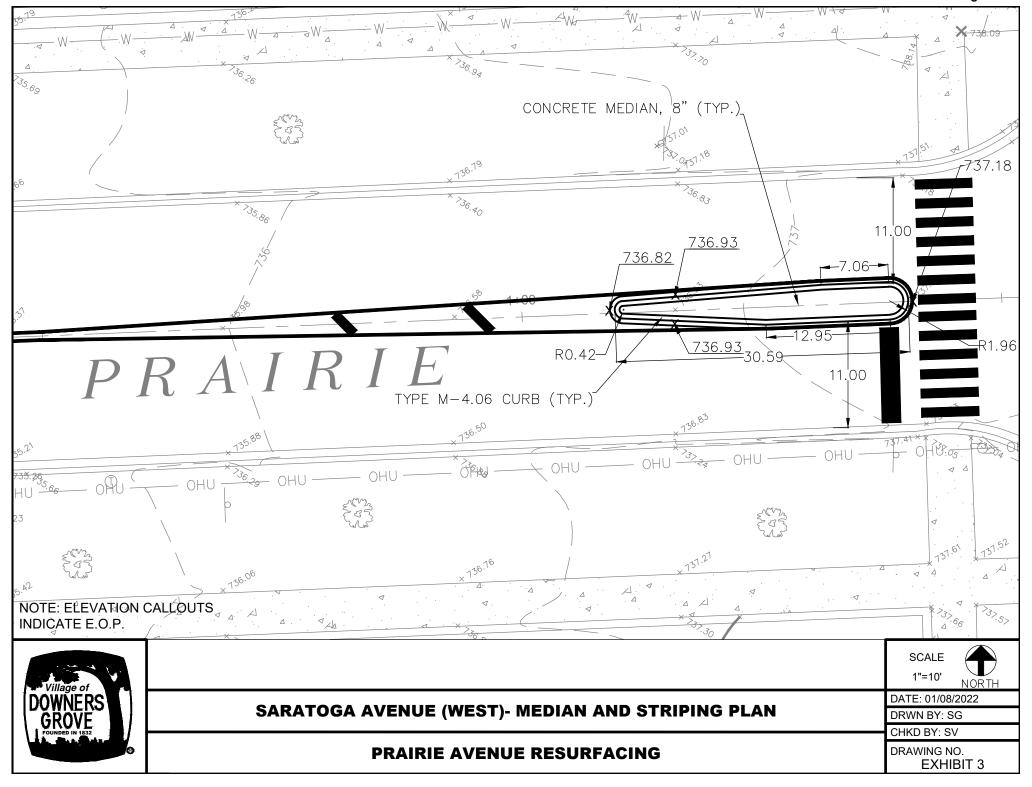
The "AC Type" for polymerized HMA mixes shall be SBS/SBR PG 76-22 and for non-polymerized HMA the "AC Type" shall be "PG 64-22" unless modified by district one special provisions. For use of recycled materials see special provisions.

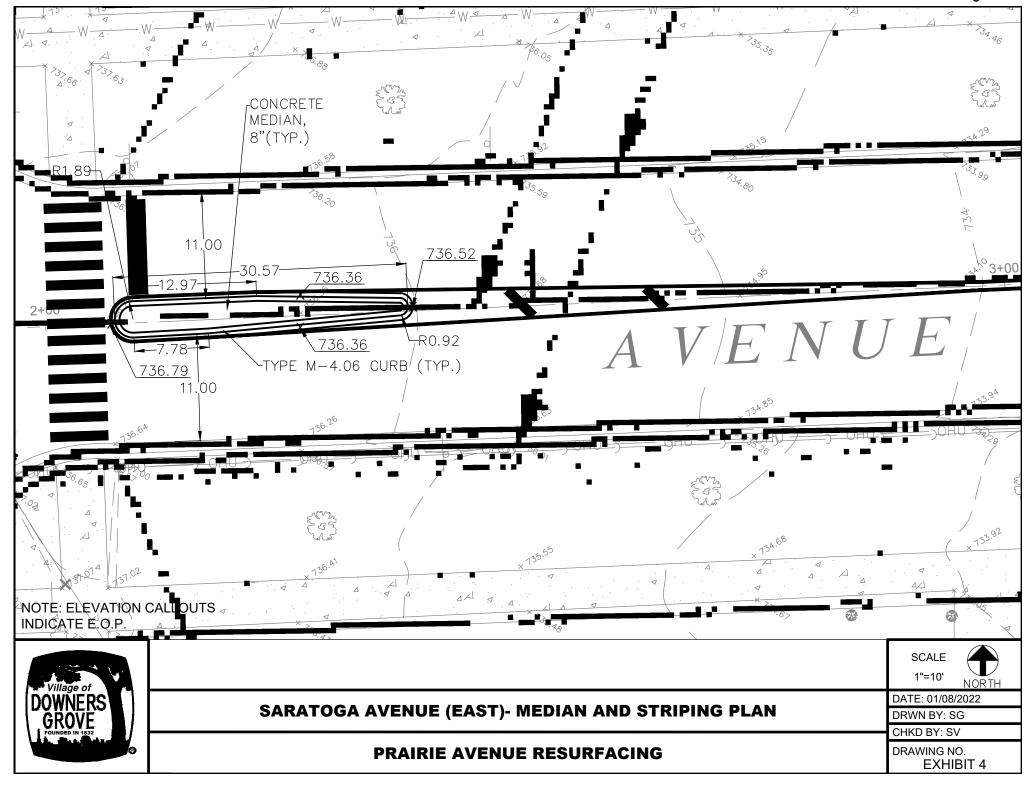


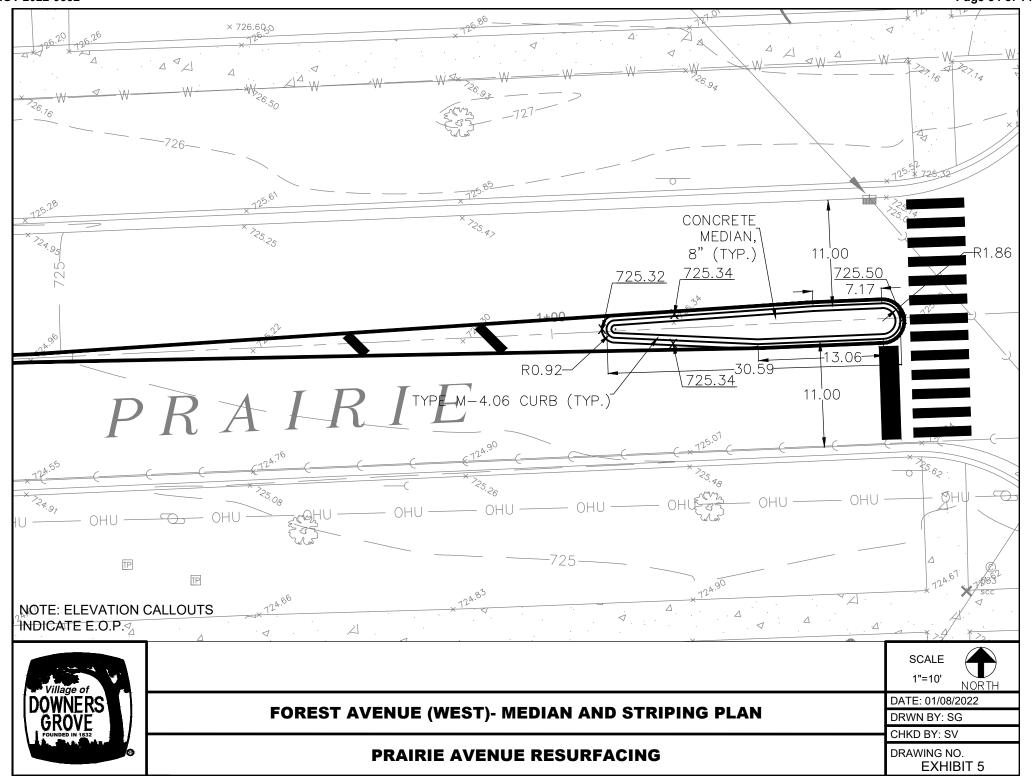


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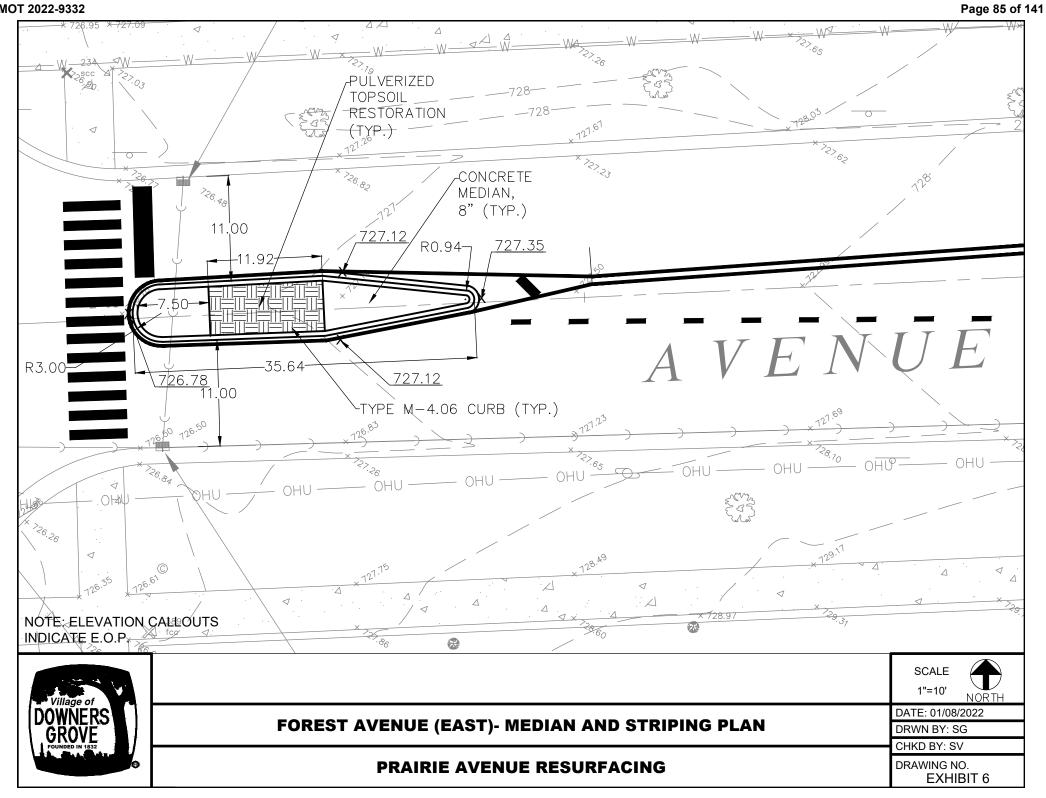








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LANE STRIPING:

BELMONT RD TO PERSHING AVE

- LEFT TURN LANE AT BELMONT RD
- 11' THROUGH LANES AT TURN LANE
- PAINTED MEDIAN EAST OF TURN LANE
- LANES WIDEN TO 13' EAST OF TURN LANE
- STRIPING PER EXISTING WITH ADDITION OF SHARROWS

PERSHING AVE TO LEE AVE

- 12' THROUGH LANE WIDTHS (DOUBLE YELLOW CENTERLINE)
- 9' ON-STREET PARKING WIDTH ON SOUTH SIDE OF STREET
- ON-STREET PARKING RESTRICTIONS STRIPED AS EXISTING AND PER BUMPOUT DETAILS
- SHARROWS IN MIDDLE OF DRIVING LANES
- STOP BARS AT LEE AVENUE
- 12" CONTINENTAL CROSSWALKS AT WOODWARD AVE, STONEWALL AVE, LEE AVE

LEE AVE TO MONTGOMERY AVE

- 11' THROUGH LANE WIDTHS
- 7' ON-STREET PARKING WIDTH ON SOUTH SIDE OF STREET
- ON-STREET PARKING RESTRICTIONS STRIPED PER EXISTING AND PER BUMPOUT DETAILS
- ON-STREET PARKING ENDS WEST OF MONTGOMERY AVE (MATCH EXISTING)
- 12" CONTINENTAL CROSSWALKS AT SEELEY AVE

MONTGOMERY AVE TO OAKWOOD AVE

- 12' THROUGH LANE WIDTHS (DOUBLE YELLOW CENTERLINE)
- LANE WIDTHS REDUCE TO 11' AT MEDIANS (SEE MEDIAN DETAILS FOR STRIPING PLAN)
- ON-STREET PARKING RESTRICTIONS STRIPED PER EXISTING
- 12" CONTINENTAL CROSSWALKS AT OAKWOOD AVE

OAKWOOD AVE TO FOREST AVE

- 12' THROUGH LANE WIDTHS (DOUBLE YELLOW CENTERLINE)
- LANE WIDTHS REDUCE TO 11' AT MEDIANS (SEE MEDIAN DETAILS FOR STRIPING PLAN)
- 12" CONTINENTAL CROSSWALKS AT OAKWOOD AVE, SARATOGA AVE, FOREST AVE

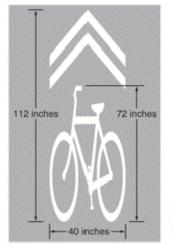
FOREST AVE TO MAIN ST

- LEFT TURN LANE AT MAIN ST
- SEE MEDIAN DETAILS FOR STRIPING PLAN AT FOREST AVE
- STRIPING PER EXISTING

SHARROWS: (BELMONT RD TO LEE AVE)

- MIDDLE OF DRIVING LANE (REQUIRED AT LEAST 11' FROM EDGE OF CURB)
- PLACED IMMEDIATELY AFTER INTERSECTION
- NO GREATER THAN 250' SPACING

Figure 9C-9. Shared Lane Marking





STRIPING PLAN AND NOTES

SCALE N/A NORTH

DATE: 01/08/2022

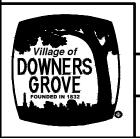
DRWN BY: SG CHKD BY: SV

DRAWING NO. EXHIBIT 7

PRAIRIE AVE RESURFACING

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STRIPING PLAN AND NOTES - BELMONT TO PERSHING (EXISTING)

PRAIRIE AVENUE RESURFACING

SCALE 1"= NA



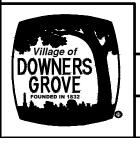
DATE: 01/19/2022

DRWN BY: SG

CHKD BY: SV

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STRIPING PLAN AND NOTES - EAST OF PERSHING (EXISTING)

PRAIRIE AVENUE RESURFACING

SCALE 1"= NA



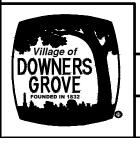
DATE: 01/19/2022

DRWN BY: SG

CHKD BY: SV

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STRIPING PLAN AND NOTES - MONTGOMERY (EXISTING)

PRAIRIE AVENUE RESURFACING

SCALE 1"= NA



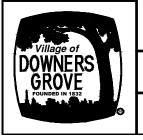
DATE: 01/19/2022

DRWN BY: SG

CHKD BY: SV

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STRIPING PLAN AND NOTES - OAKWOOD (EXISTING)

PRAIRIE AVENUE RESURFACING

SCALE 1"= NA

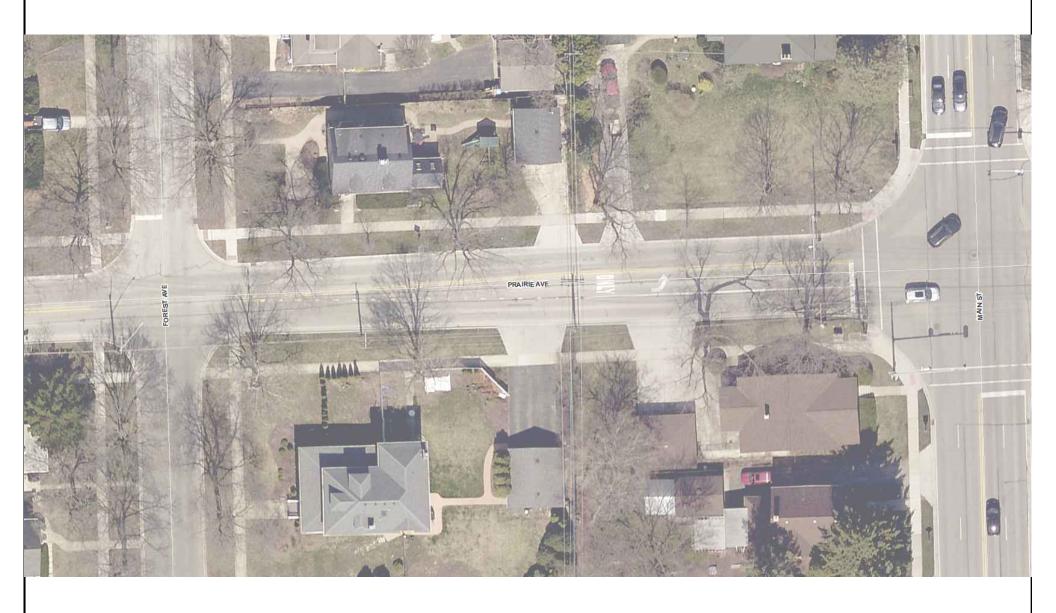


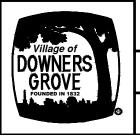
DATE: 01/19/2022

DRWN BY: SG

CHKD BY: SV

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STRIPING PLAN AND NOTES - FOREST TO MAIN (EXISTING)

PRAIRIE AVENUE RESURFACING

SCALE 1"= NA

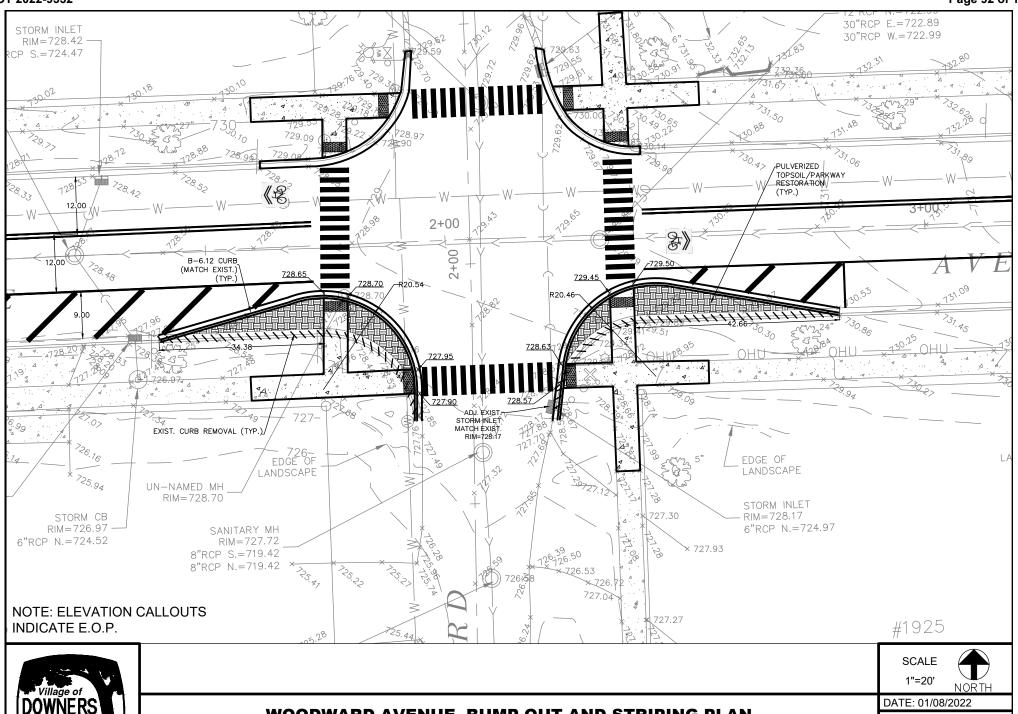


DATE: 01/19/2022

DRWN BY: SG

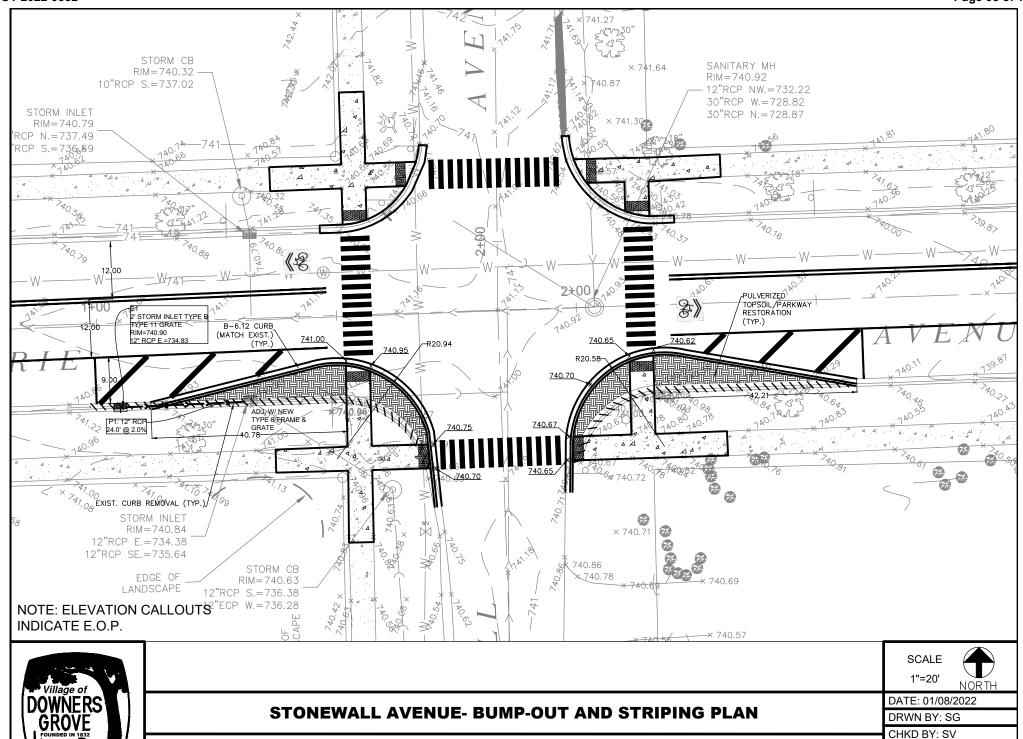
CHKD BY: SV

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WOODWARD AVENUE- BUMP-OUT AND STRIPING PLAN DRWN BY: SG CHKD BY: SV DRAWING NO. PRAIRIE AVENUE RESURFACING **EXHIBIT 13** MOT 2022-9332 Page 93 of 141

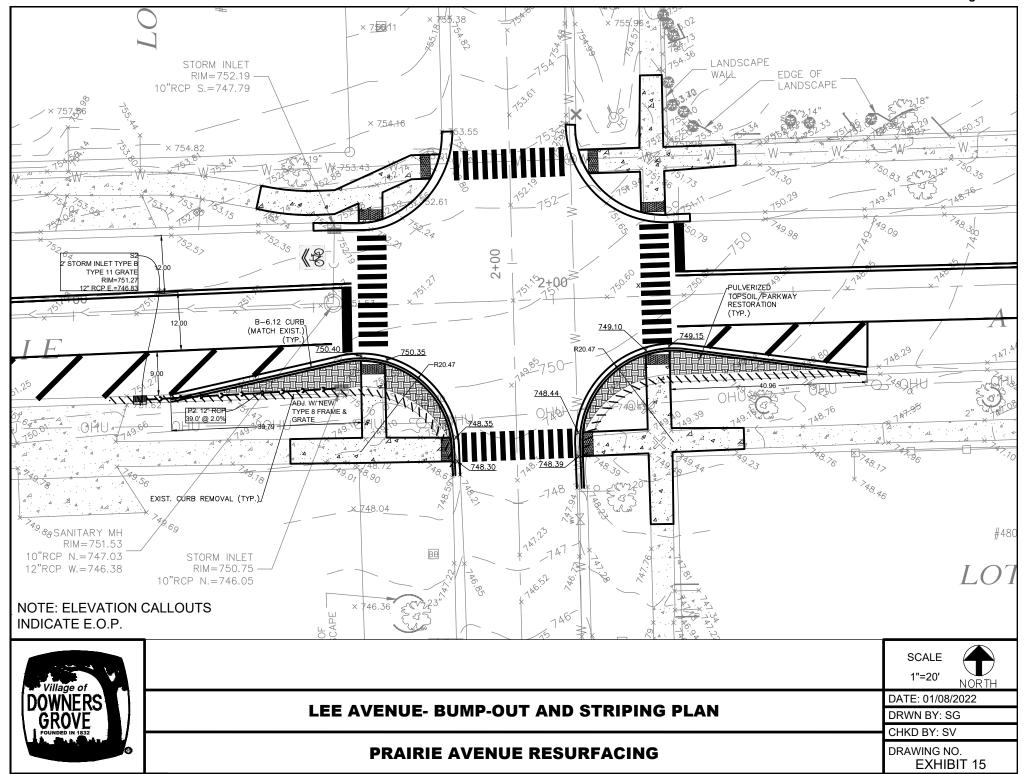


PRAIRIE AVENUE RESURFACING

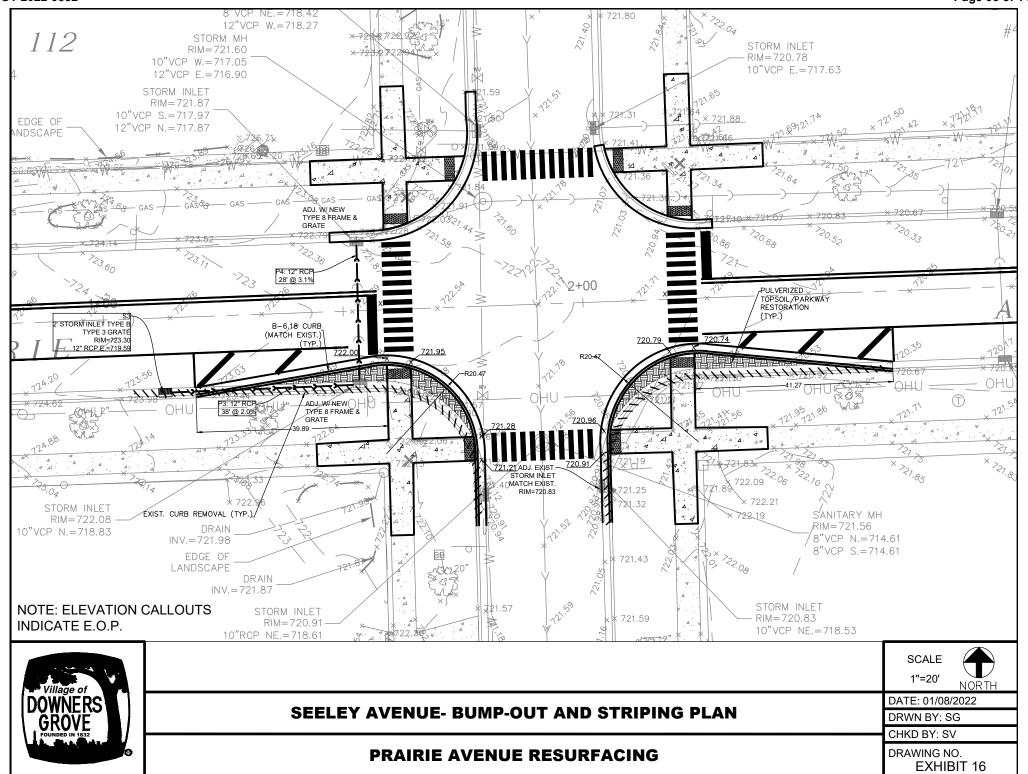
DRAWING NO.

EXHIBIT 14

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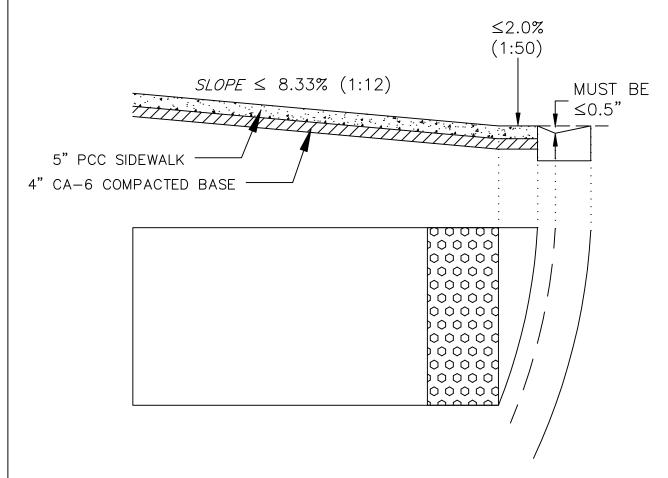
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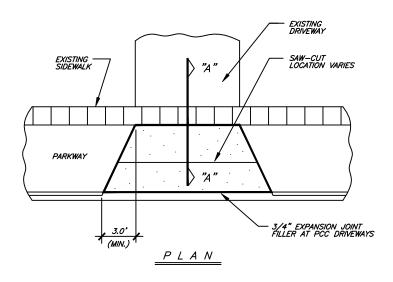
ADA SIDEWALK CORNER CONSTRUCTION REQUIREMENTS

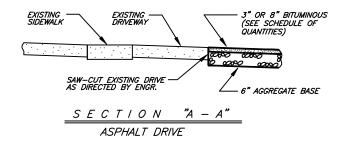
- 1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PUBLIC RIGHT—OF—WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ILLINOIS DEPARTMENT OF TRANSPORTATION CONSTRUCTION DETAILS FOR CURB RAMPS.
- 2. SIDEWALK AT AND BEYOND DETECTABLE WARNING SHALL HAVE A SLOPE THAT DOES NOT EXCEED 1:12 (8.33%).
- 3. SIDEWALK BETWEEN DETECTABLE WARNING AND CURB SHALL HAVE A SLOPE THAT DOES NOT EXCEED 1:50 (2.0%).
- 4. VERTICAL RISE OF CURB THROUGH PEDESTRIAN ACCESS ROUTE AT CURB SHALL NOT EXCEED 0.5". CURB SHALL ALSO ESTABLISH A DEFINED FLOWLINE.

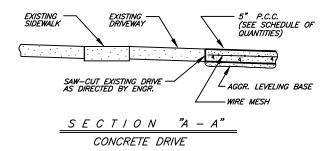


N.T.S.	DATE	REVISIONS	DRAWN BY	APPVD BY	STANDARD DETAIL
	11/17/20		S.W.G.	J.M.W.	ADA SIDEWALK CORNER
Village o					CONSTRUCTION
(DOWNERS					REQUIREMENTS
GROVE IN 1832					
	DRAWING I	NO. SWK-09			
	I:\LIBRARY	\DETAILS\SIDEWALK\SW	/K-09		

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DRIVEWAY REMOVAL & REPLACEMENT

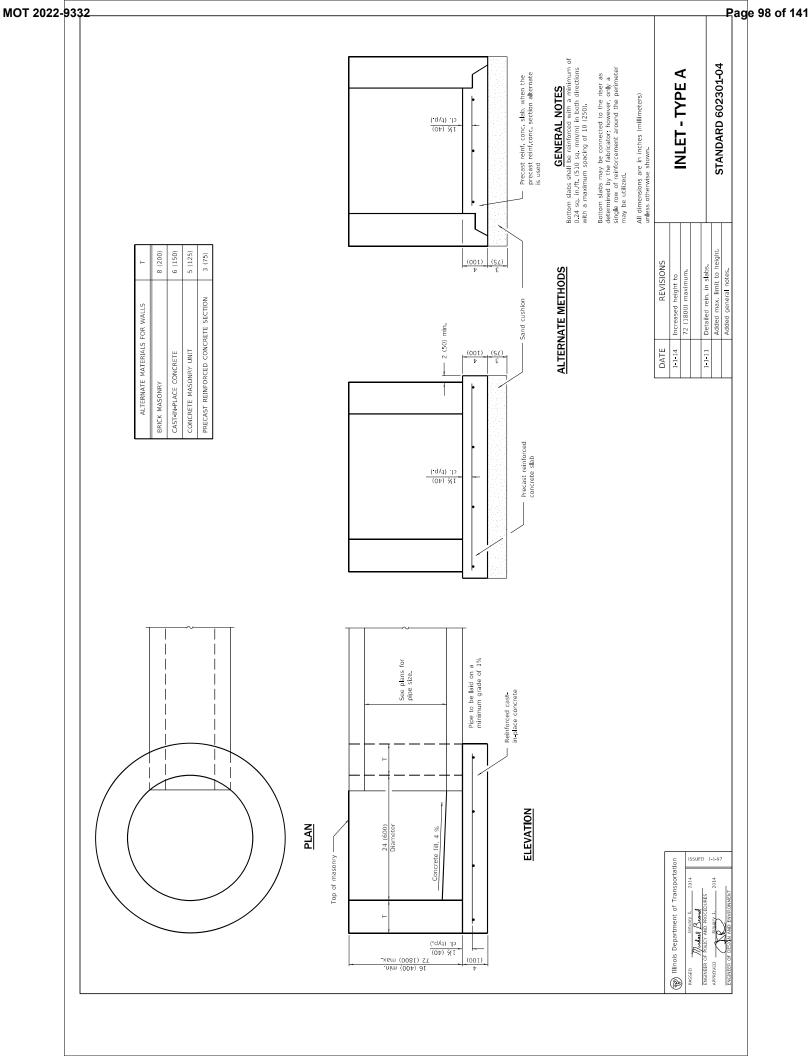
N.T.S.

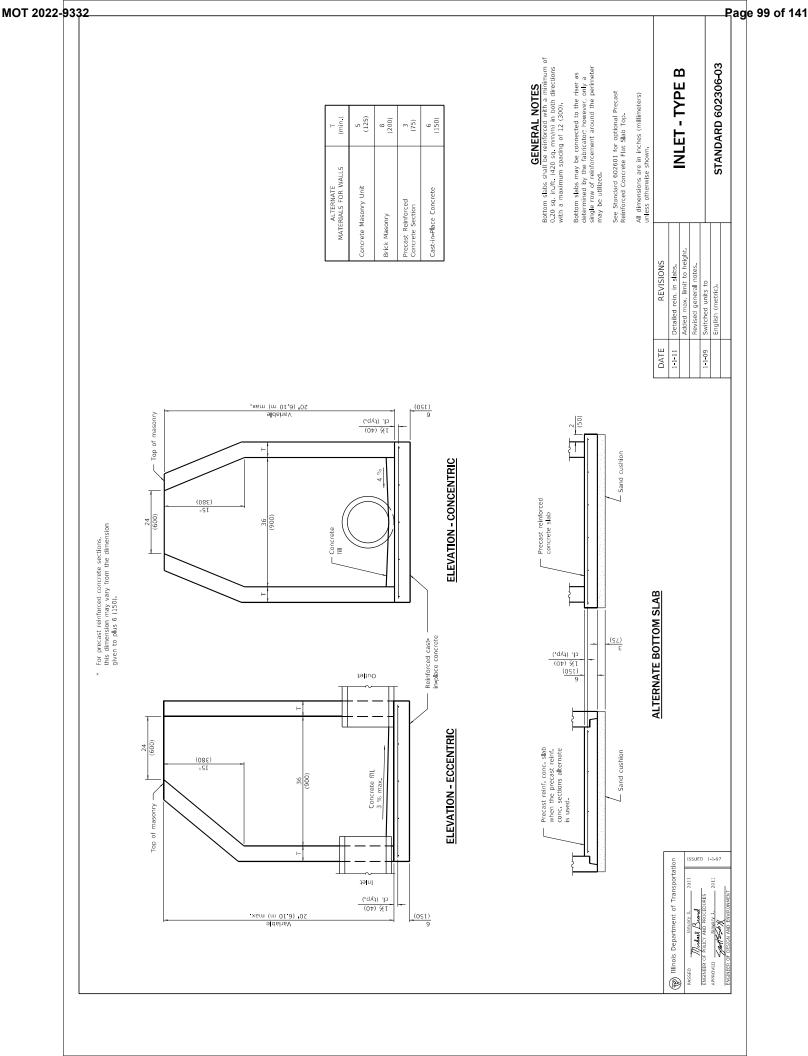
VILLAGE OF DOWNERS GROVE PUBLIC WORKS ENGINEERING DIVISION

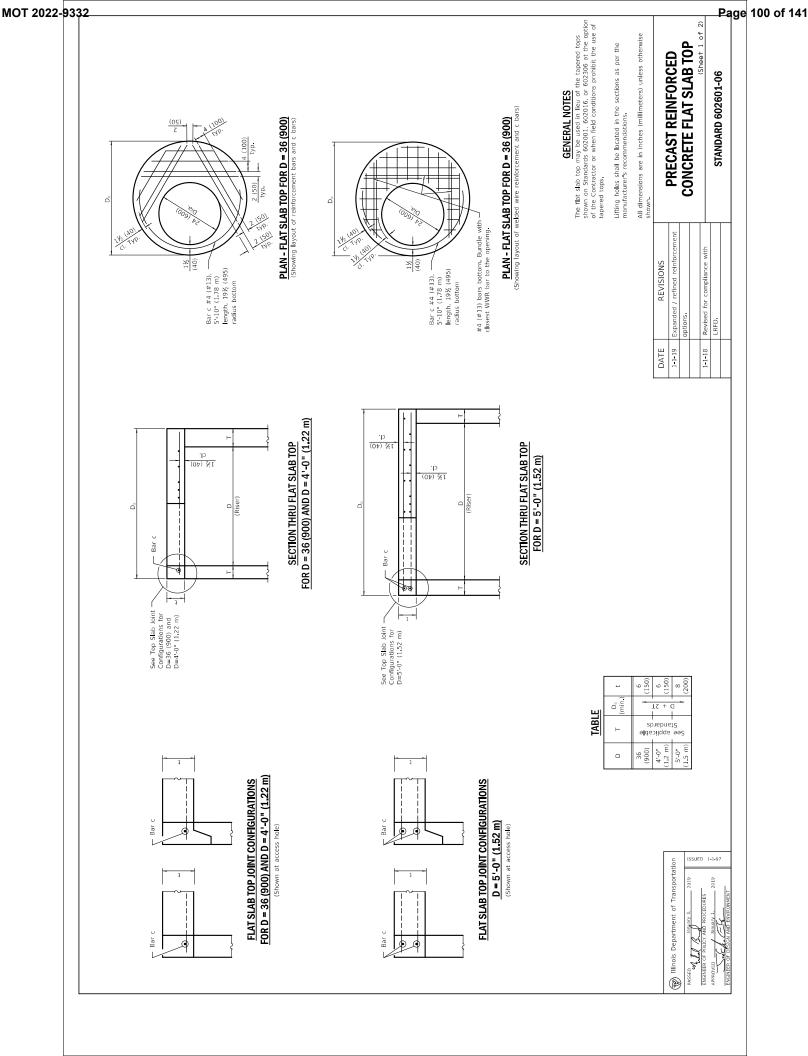
5101 WALNUT AVENUE 60515 TEL.(630) 434-5460



DETAILS		
DRAWN BY: RWB	CHECKED BY: SLB	APPROVED BY: MDM
DATE: 05/03	PATH: C:\C4	DFILES\RESURFACING\DETAILS
Rev.	PROJ. NO. #	1-03 PAGE 4 of 4







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FLAT SLAB TOP REINFORCEMENT FOR D = 36 (900)

o o piece	WWR (each o	direction)		Rebar	
Callon	As (min.)	Spacing (max.)	As (min.)	Spacing (max.)	Bar Size
sottom	* 0.60 sq. in /ft.	9	See plan view for	for rebar orientation and	#4
Mat	(1270 sq. mm/m)	(150)	spacing and this	spacing and this table for bar size	(#13)

FLAT SLAB TOP REINFORCEMENT FOR D = 4'-0" (1.22 m)

	WWR (each direction)	n direction)		Rebar	
ocation	As (min.)	Spacing (max.)	As (min.)	Spacing (max.)	Bar Size
sottom	* 0.62 sq. in /ft.	9	See plan view for	See plan view for rebar orientation and	#2
Mat	(1312 sq. mm/m)	(150)	spacing and this	spacing and this table for bar size	(#16)

FLAT SLAB TOP REINFORCEMENT FOR D = 5'-0" (1.52 m)

4000	WWR (each	WWR (each direction)	Rebar (each	Rebar (each direction except as noted)	noted)
LOCALION	A _s (min.)	Spacing (max.)	A _s (min.)	Spacing (max.)	Bar Size
Top	0.11 sq. in /ft.	18	0.11 sq. in /ft.	18	#3 or #4
Mat	(233 sq. mm/m)	(450)	(233 sq. mm/m)	(450)	(#10) (#13)
Bottom	* 0.40 sq. in /ft.	9	See plan view for I	iee plan view for rebar orientation and	#4
Mat	(847 sq. mm/m)	(150)	spacing and this	spacing and this table for bar size	(#13)

only one layer of WWR permitted to avoid congestion.

6 (150) typ.

3 (75) typ. 2 (50) typ.

PLAN - FLAT SLAB TOP FOR D = 4'-0" (1.22 m) (Showing layout of reinforcement bars and c bars)

(50)

Bar c #5 (#16), (30) 7-7" (2.31 m) length, 32 (815) radius top and bottom

Bar c #5 (#16), -6-10" (2.08 m) length, 26 (660) radius bottom

PLAN - FLAT SLAB TOP FOR D = 5'-0" (1.52 m) (showing layout of bottom reinforcement bars and r bars)

	WWR (each direction)		Rebar	
As (min.) Spa	pacing (m.	nax.) A _s (min.)	Spacing (max.)	Bar Si
* 0.62 sq. in /ft.	9	See plan view for	view for rebar orientation and	#2
(1312 sq. mm/m)	(150)	spacing and thi	spacing and this table for bar size	(#16

- 180) - 180)

#4 (#13) bars bottom Bundle— first bar with closest WWR bar to the opening and place second bar ±3 (75) away.

PLAN - FLAT SLAB TOP FOR D = 4'-0" (1.22 m) (Showing layout of welded wire reinforcement and c bars)

#5 (#16) bars bottom Bundle—first bar with closest WWR bar to the opening and place second bar ±3 (75) away.

Bar c #5 (#16), -6-10" (2.08 m) length, 26 (660) radius bottom

Illinois Department of Transportation

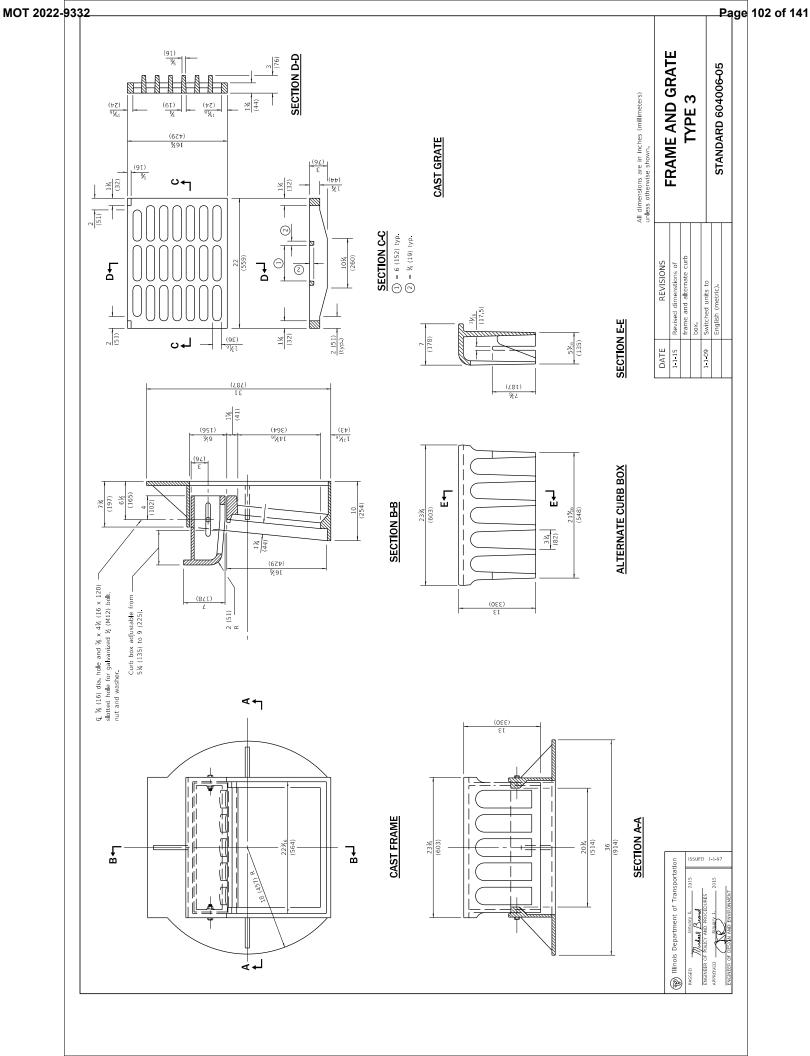
PASSED WILL BY

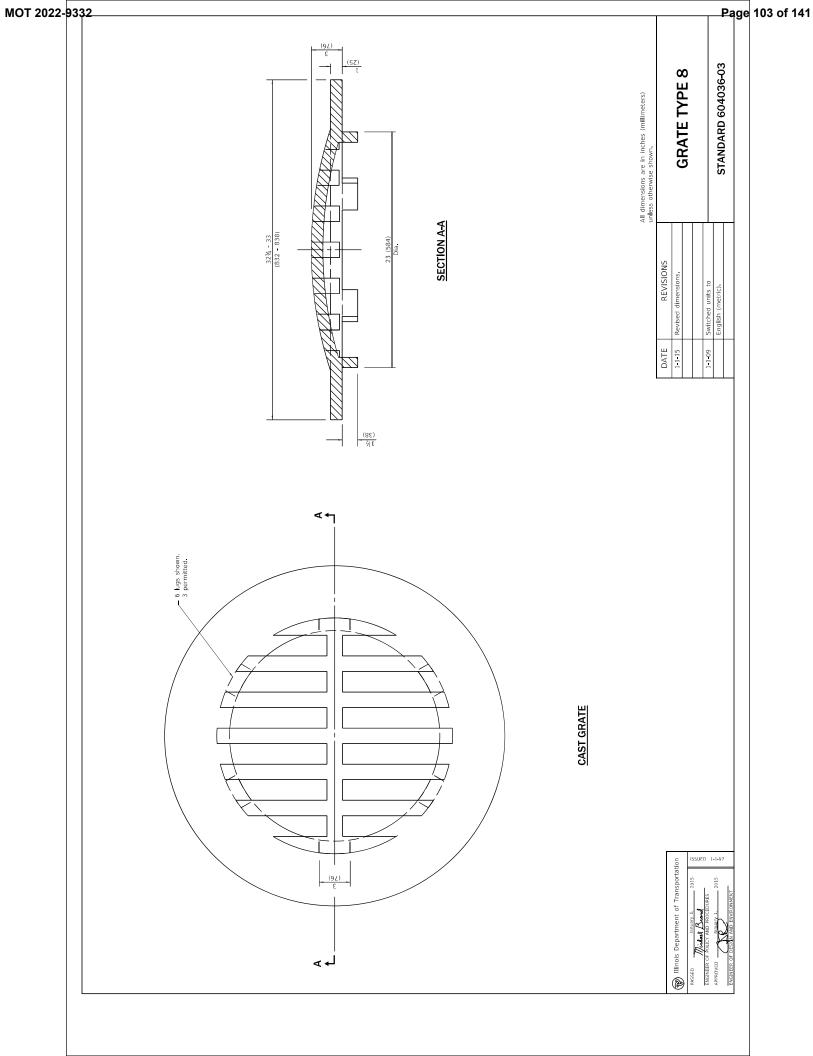
Bar c #5 (#16), 7-7" (2.31 m) length, 32 (815) radius top and bottom

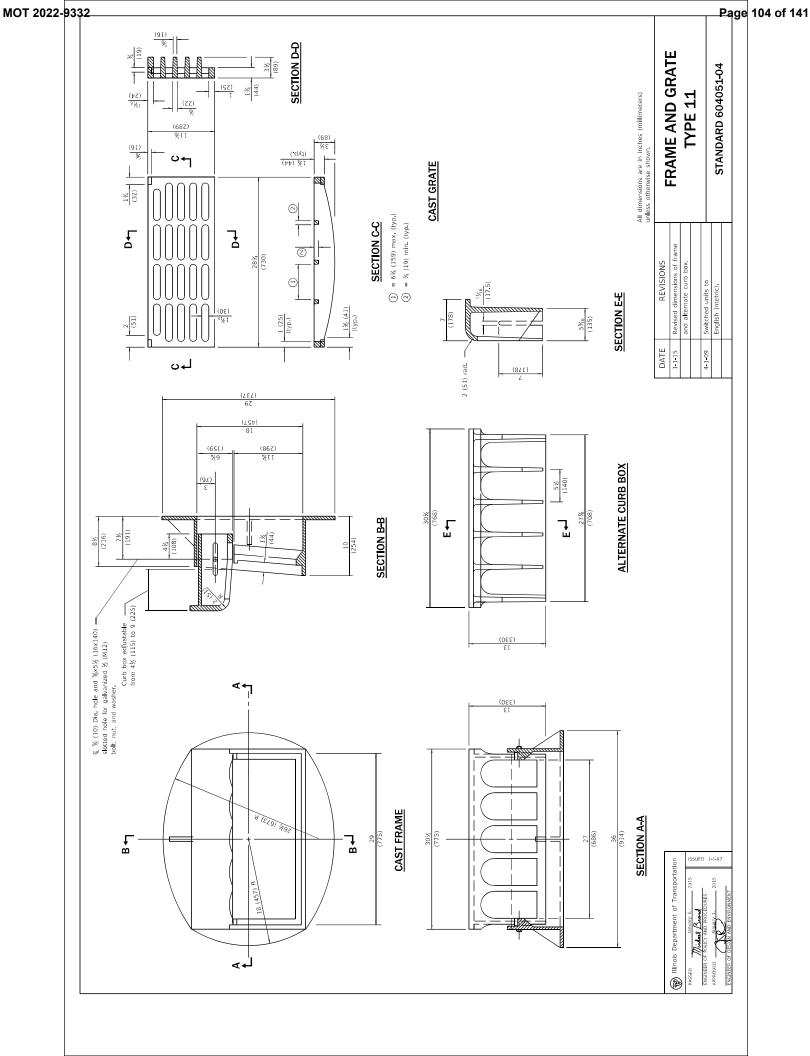
PLAN - FLAT SLAB TOP FOR D = 5'-0" (1.52 m) (Showing layout of welded wire reinforcement and c bars)

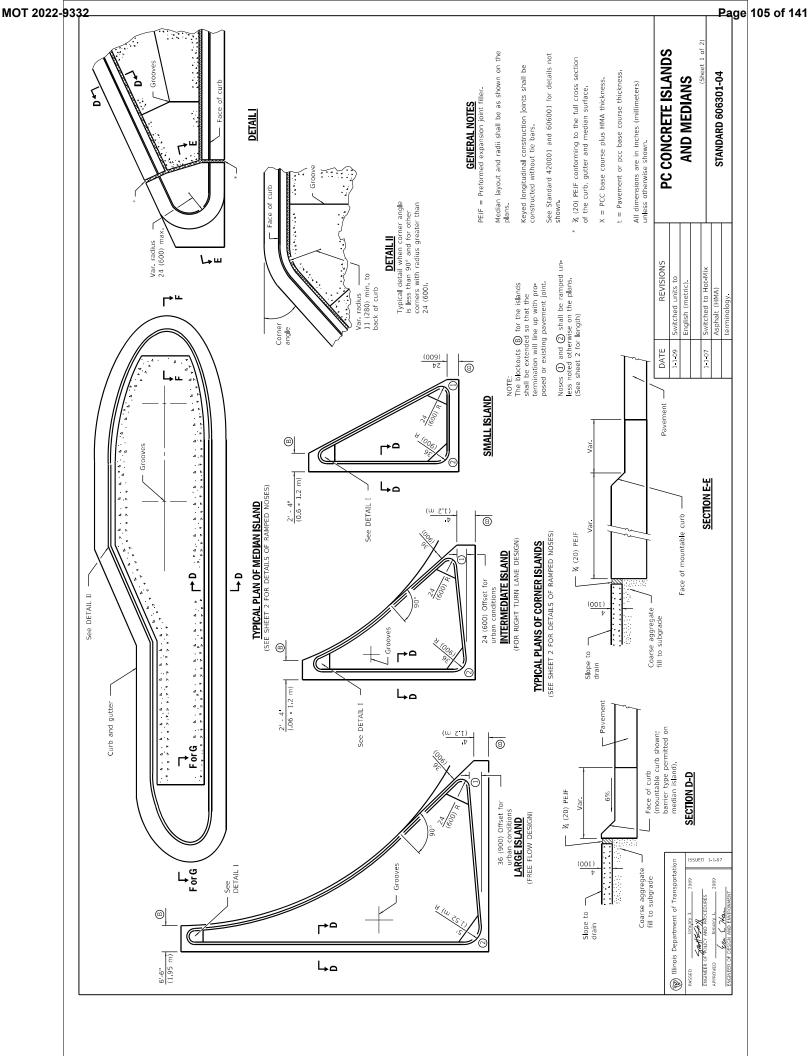
CONCRETE FLAT SLAB TOP PRECAST REINFORCED

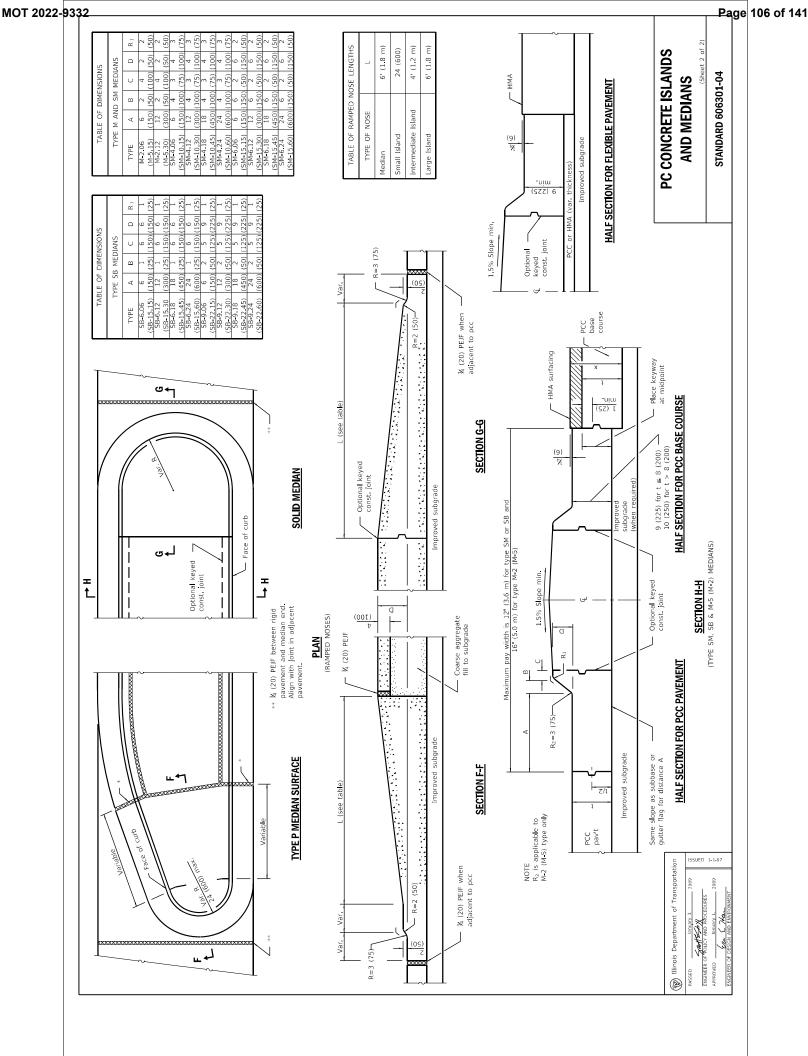
STANDARD 602601-06

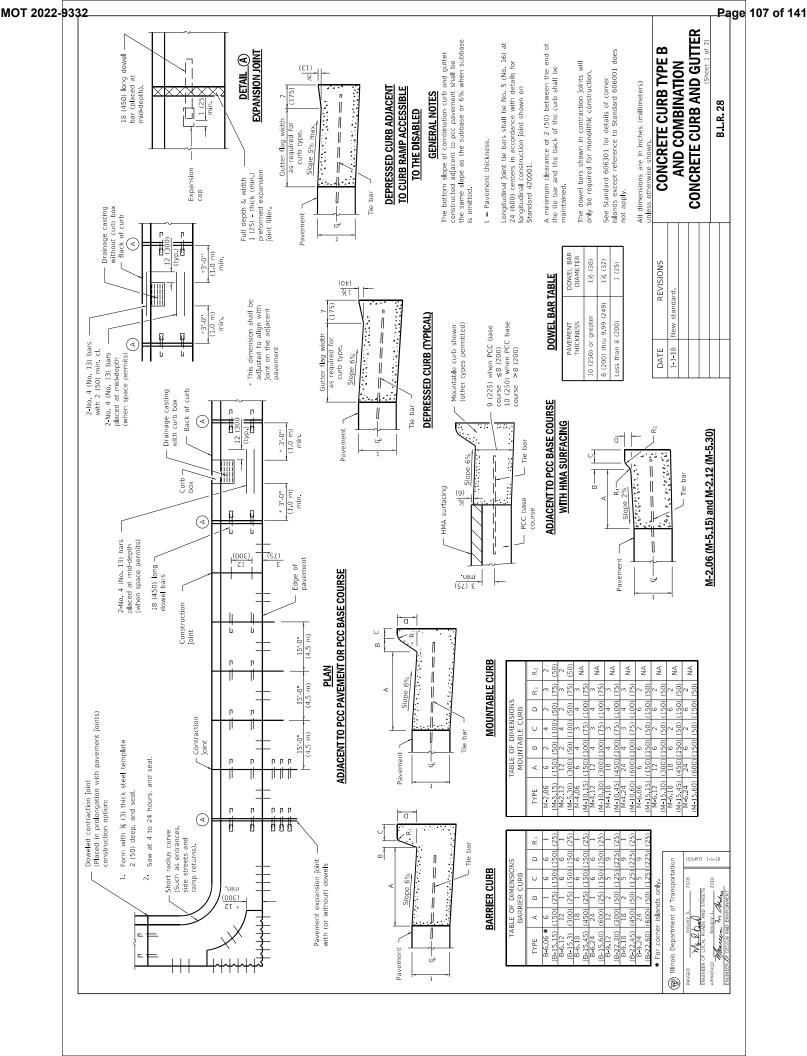


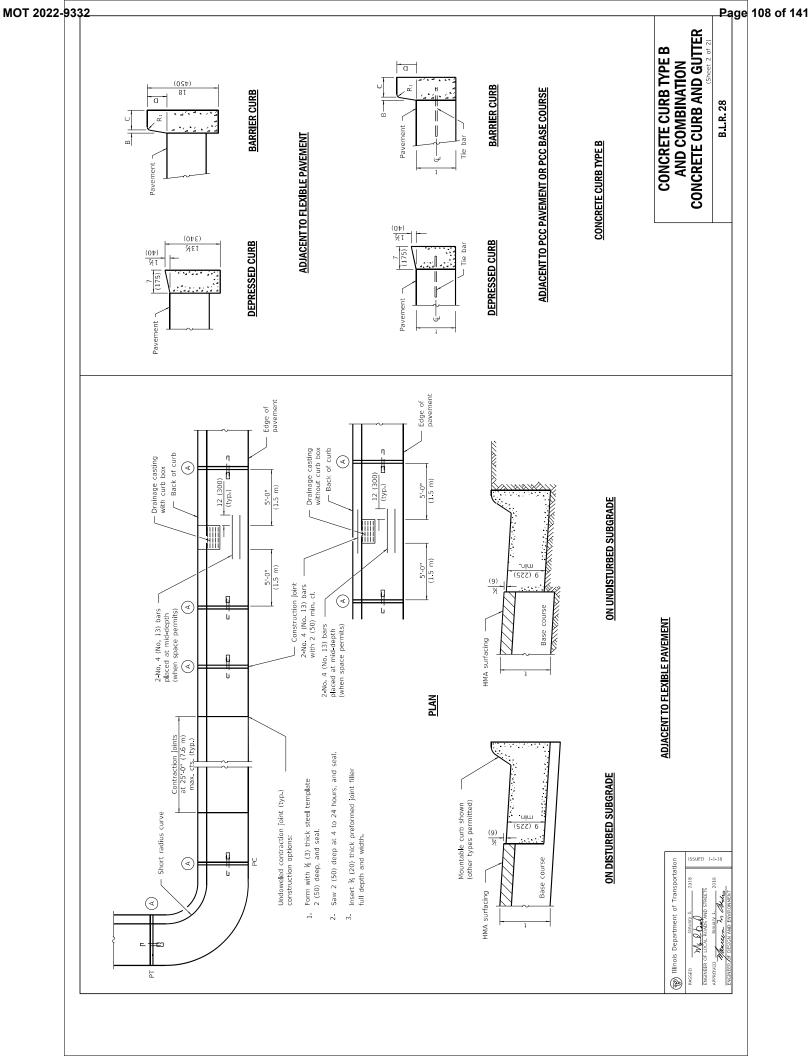


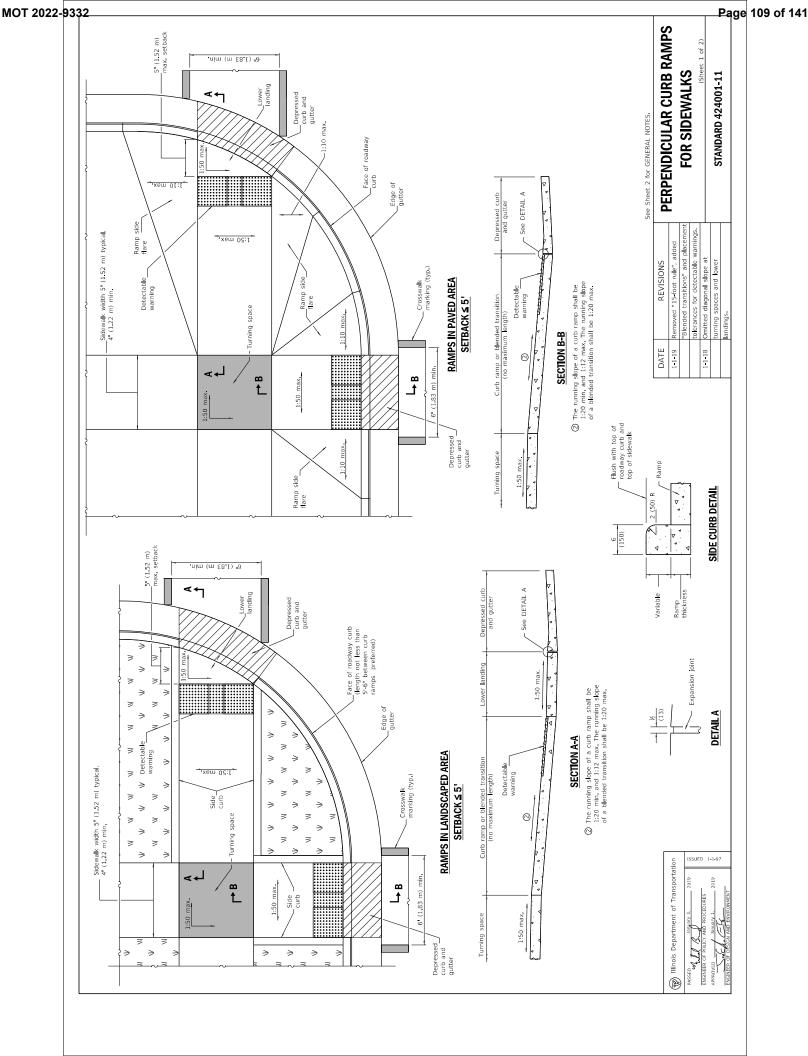


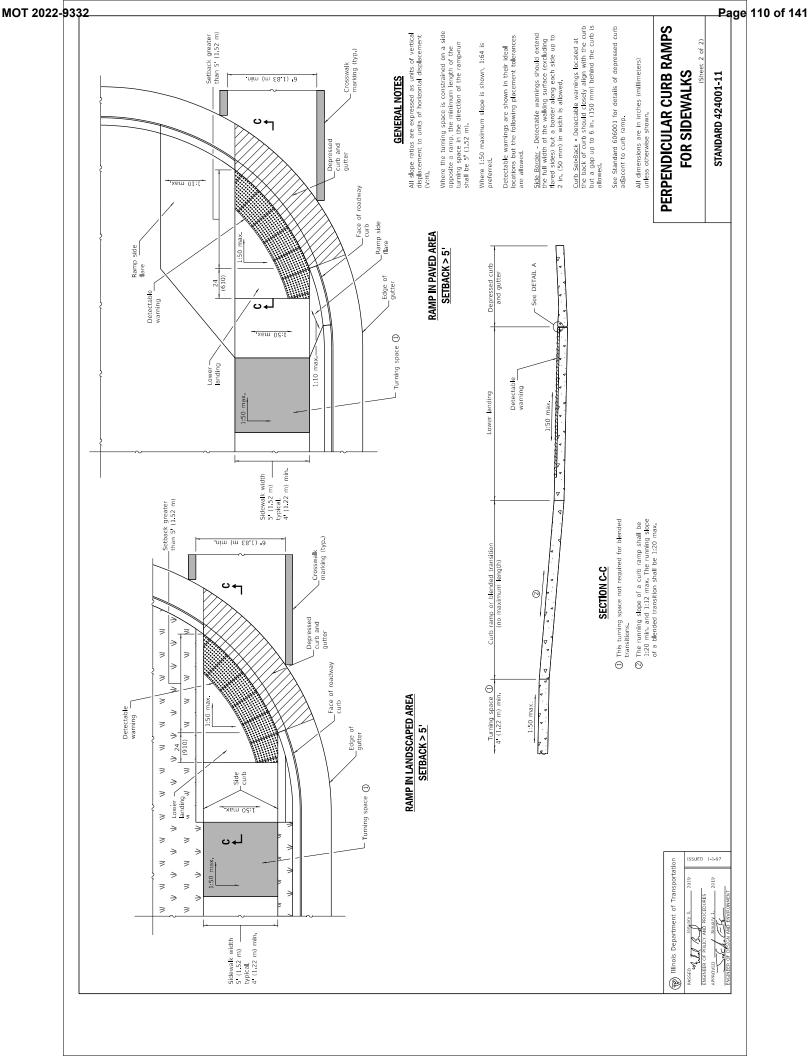


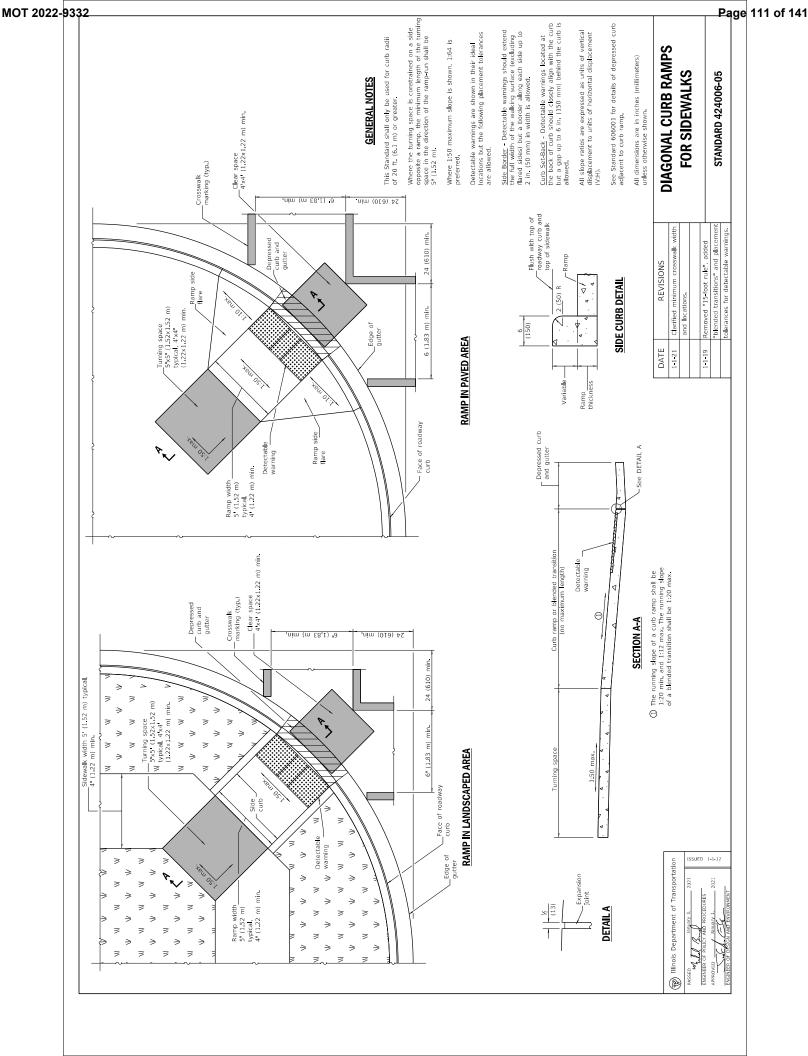


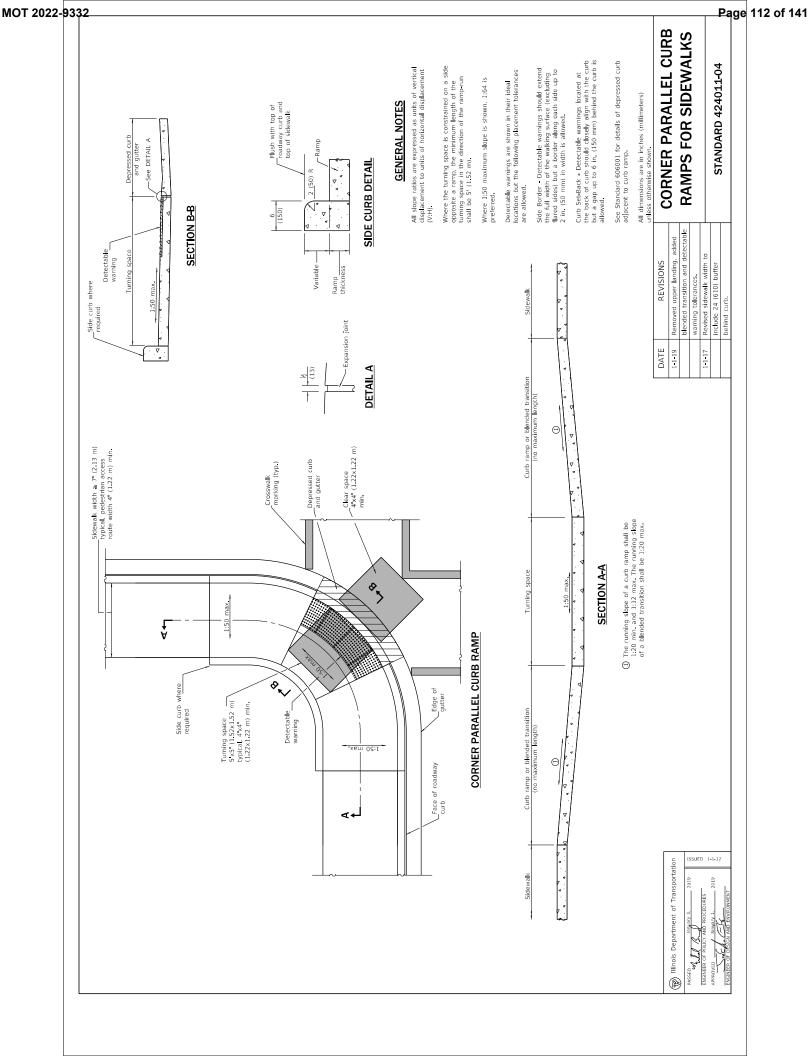


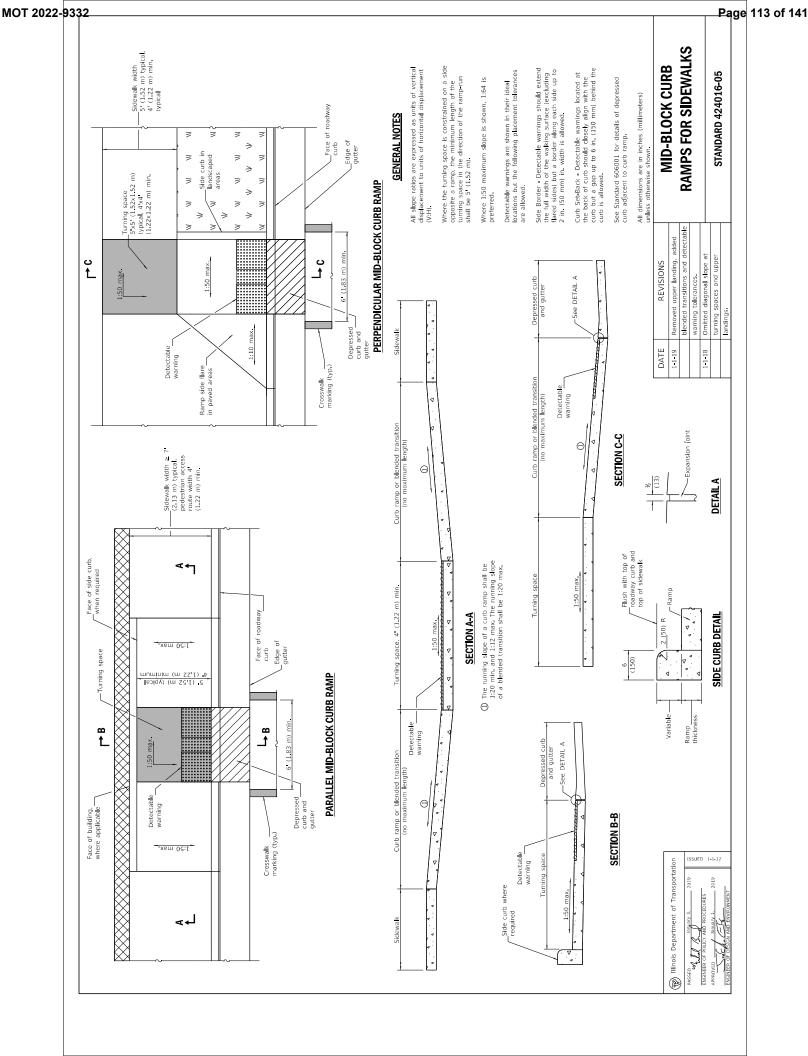


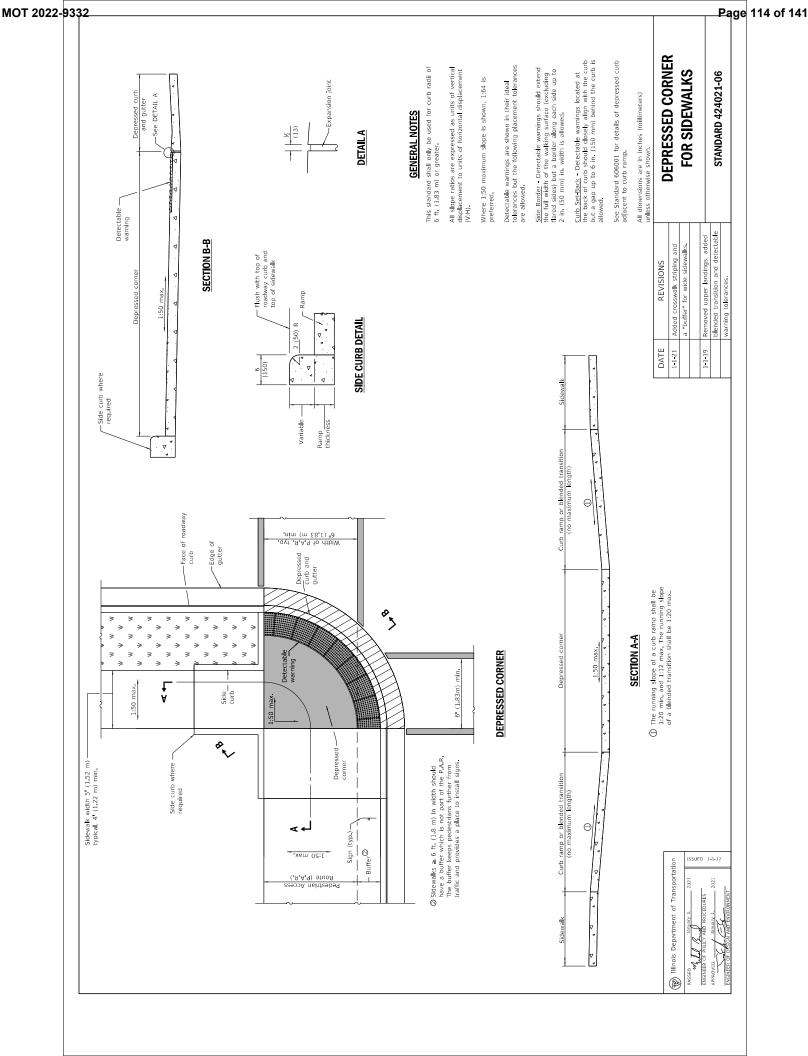


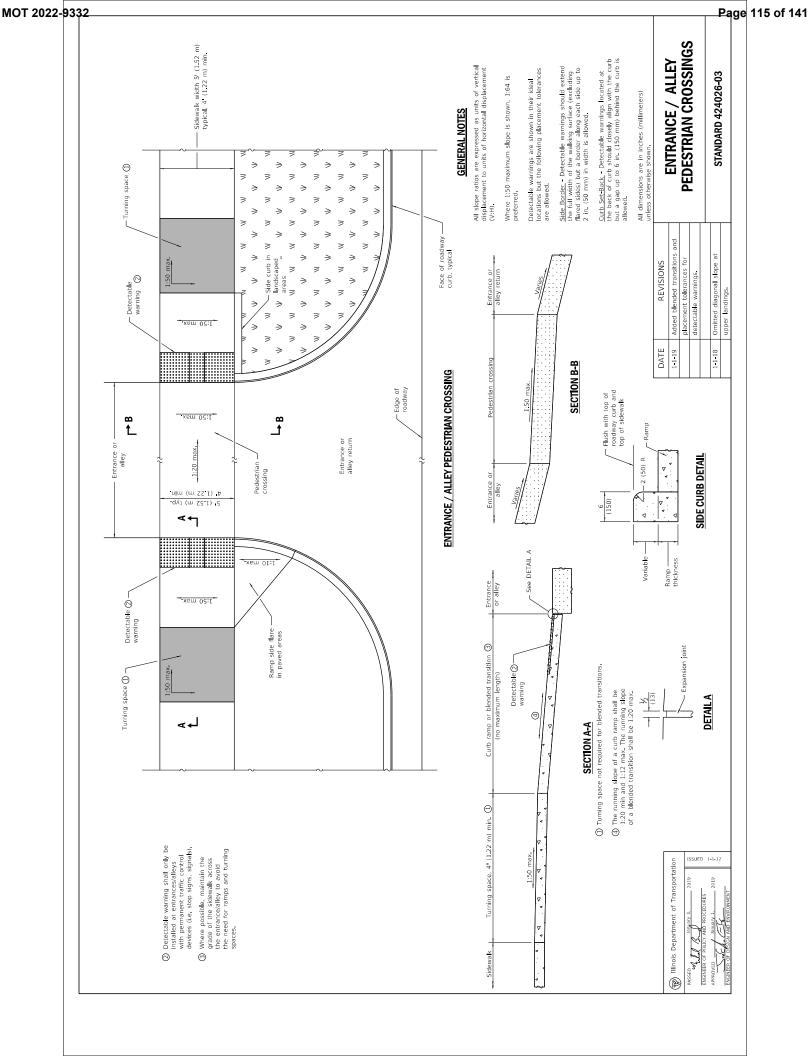


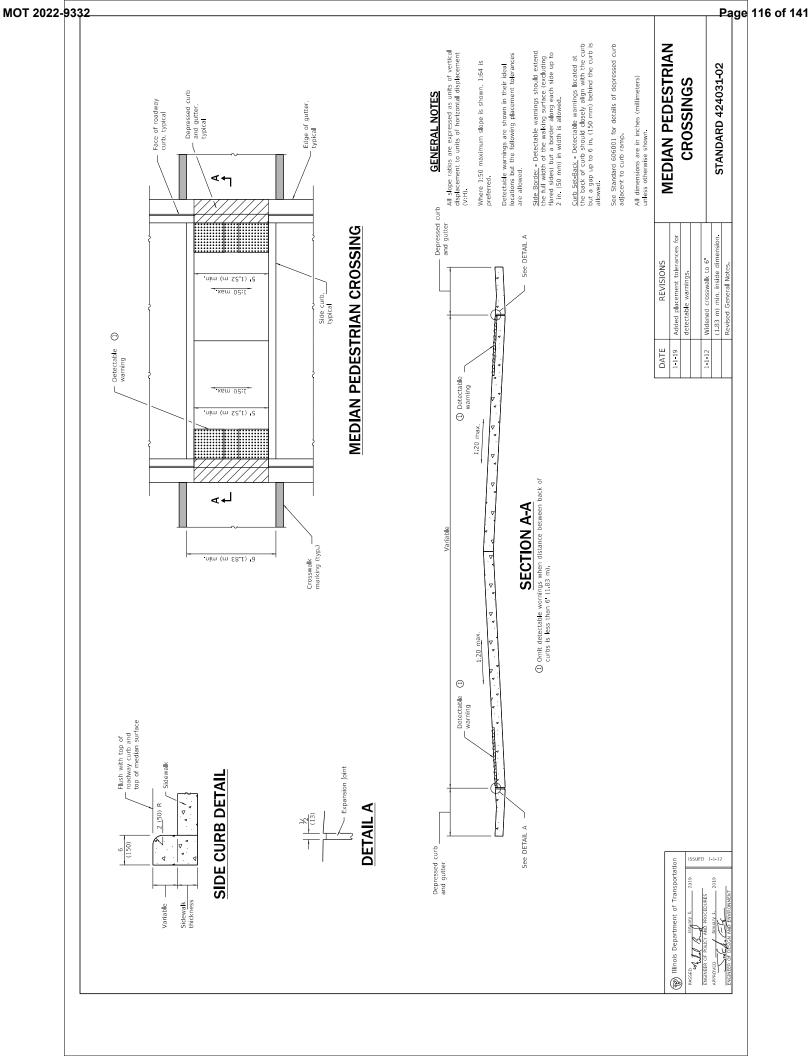


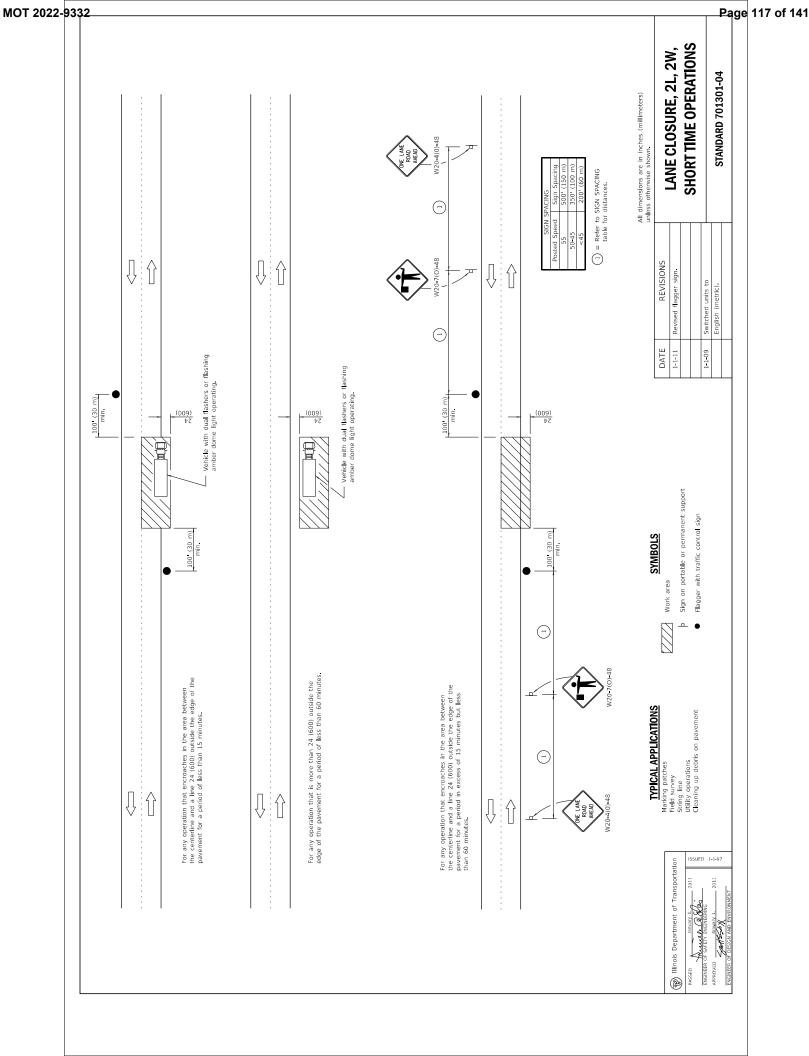


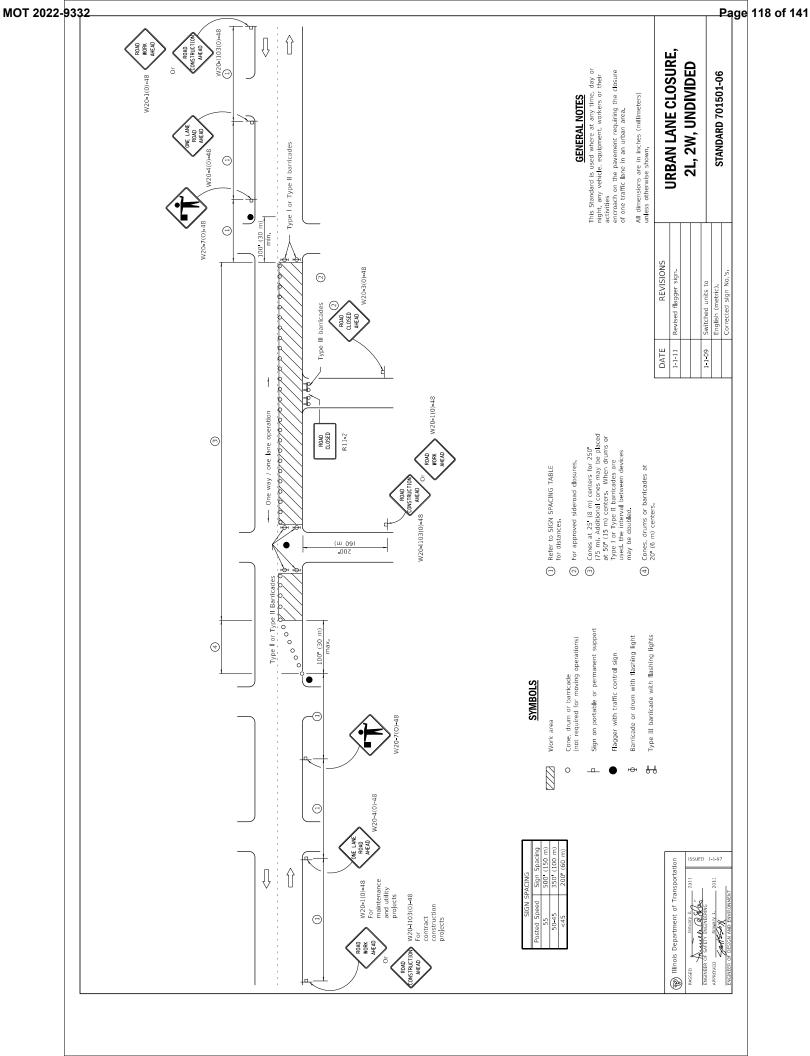


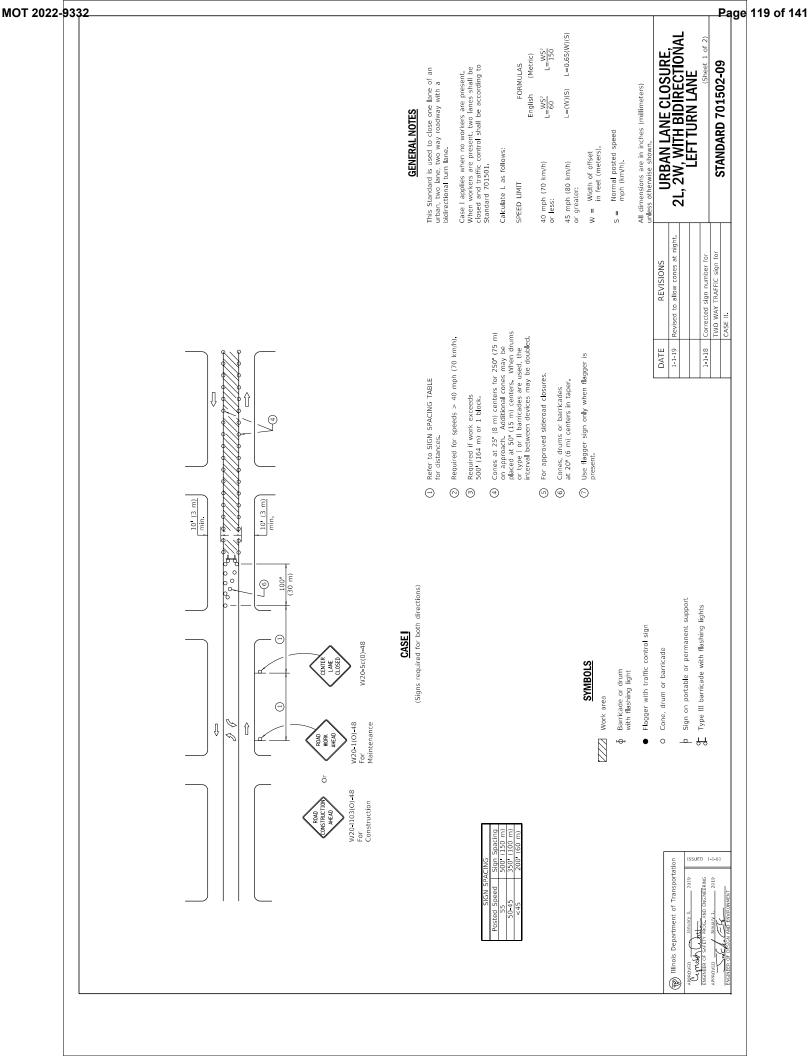


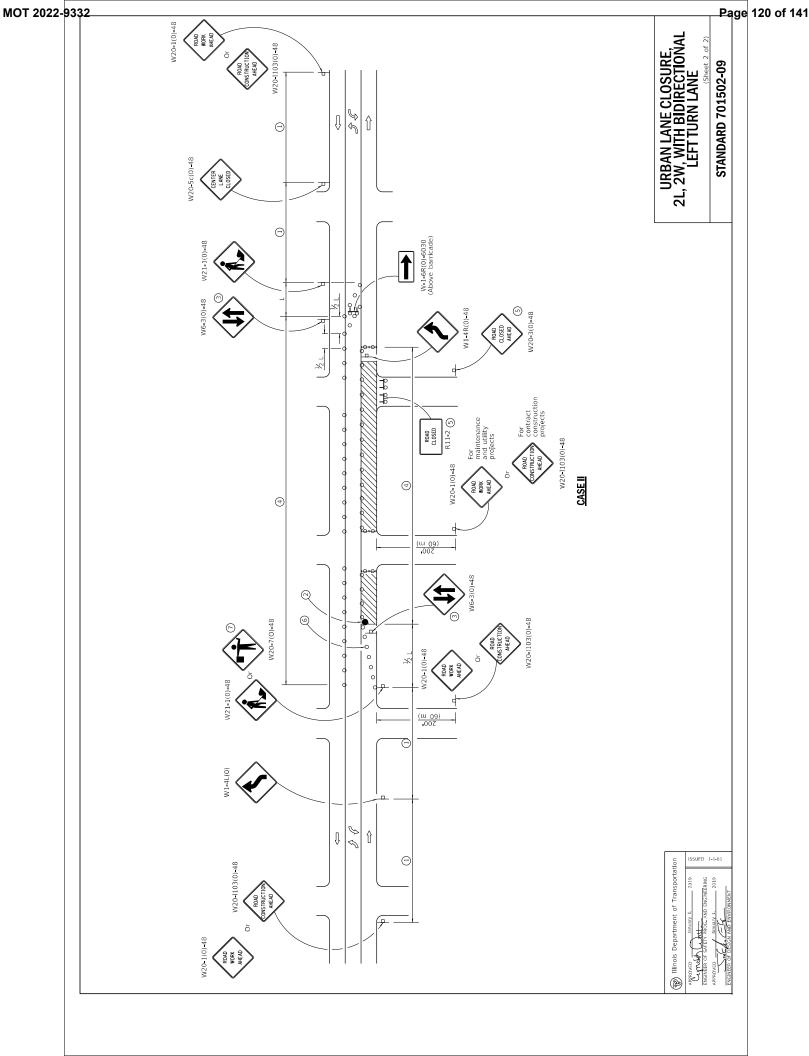


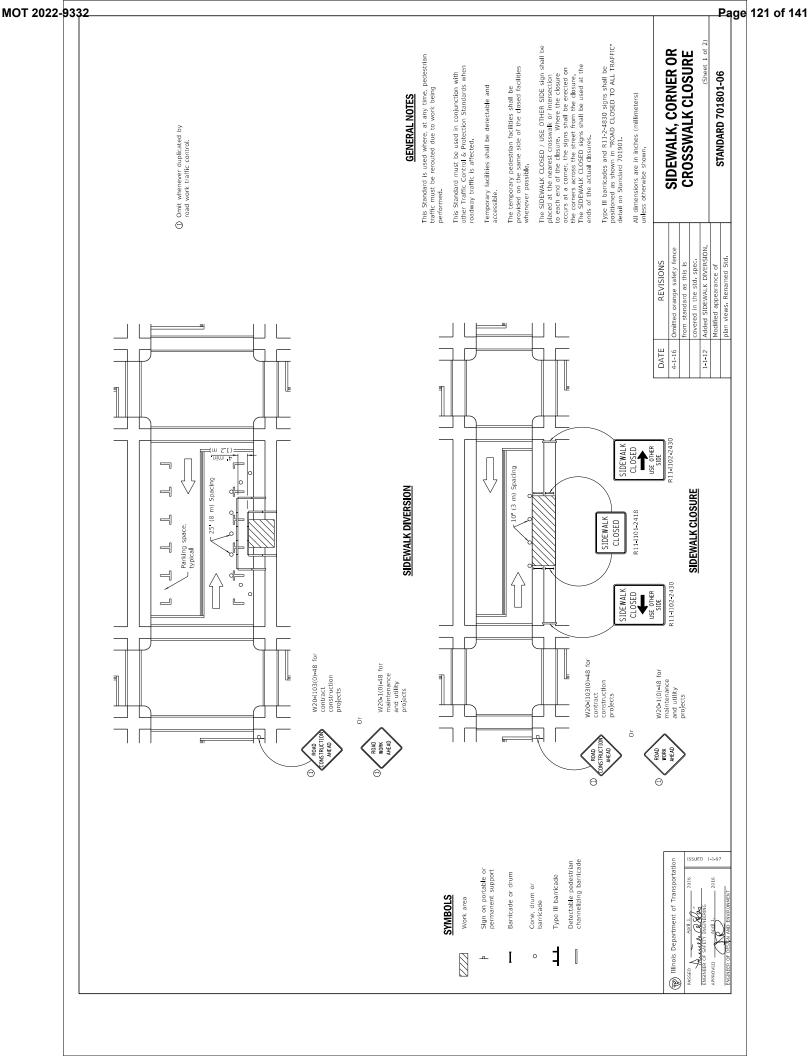


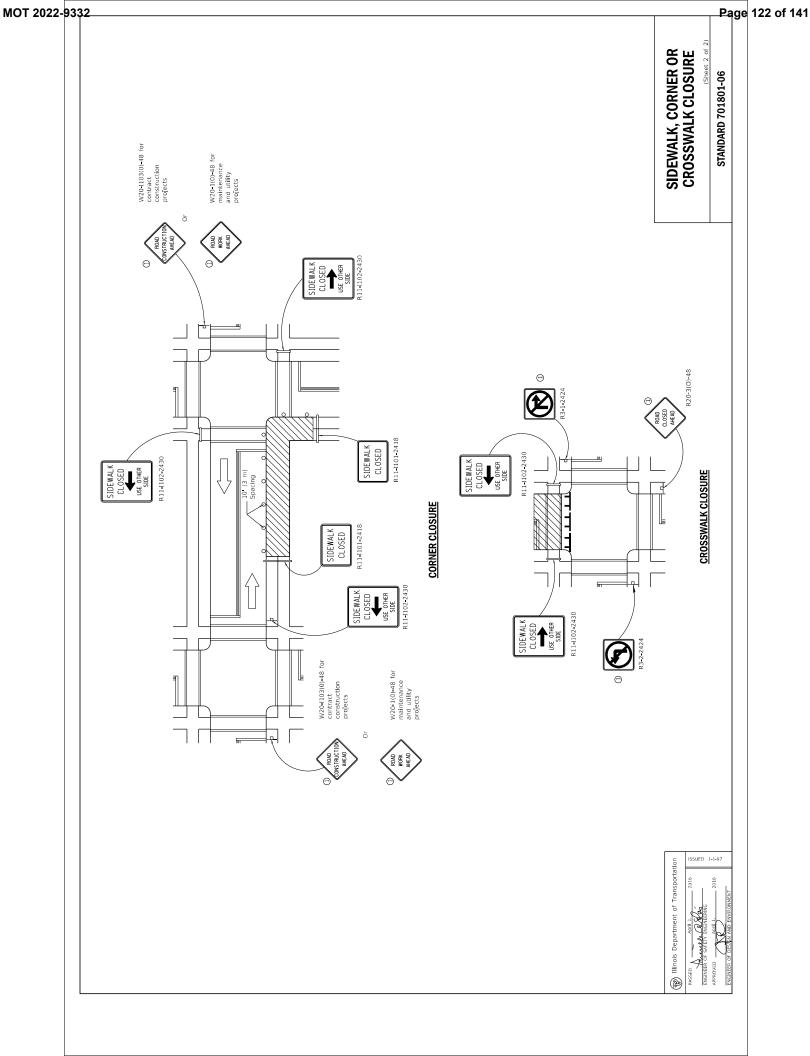


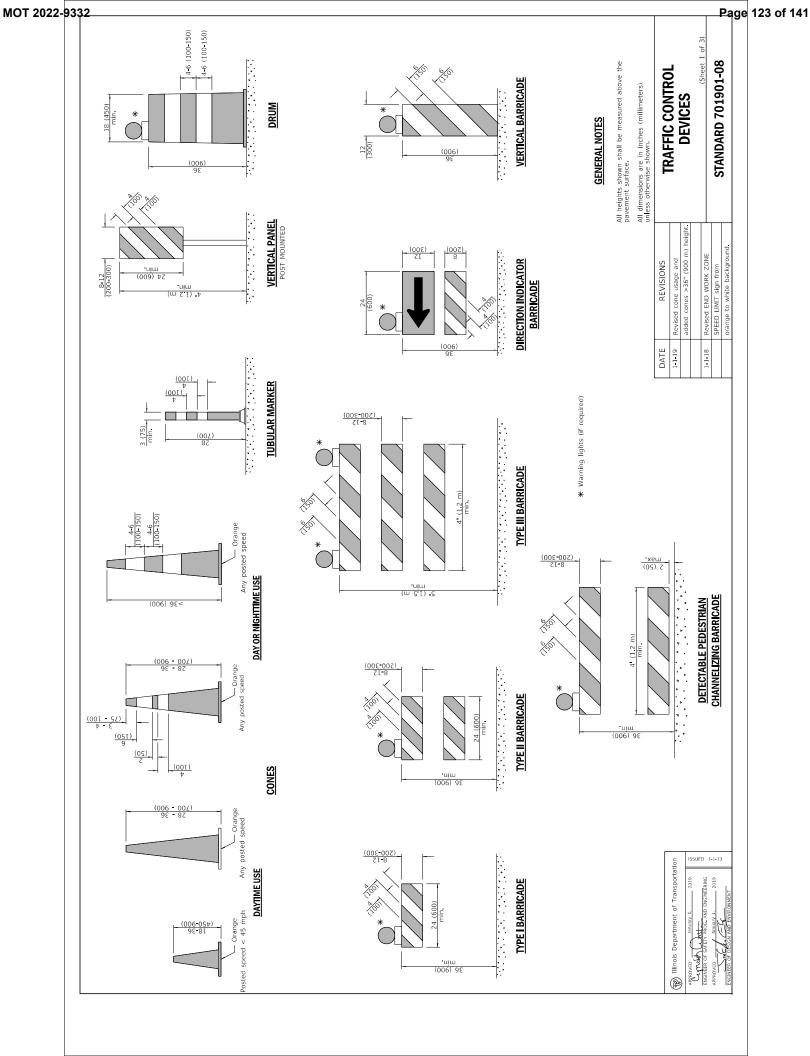


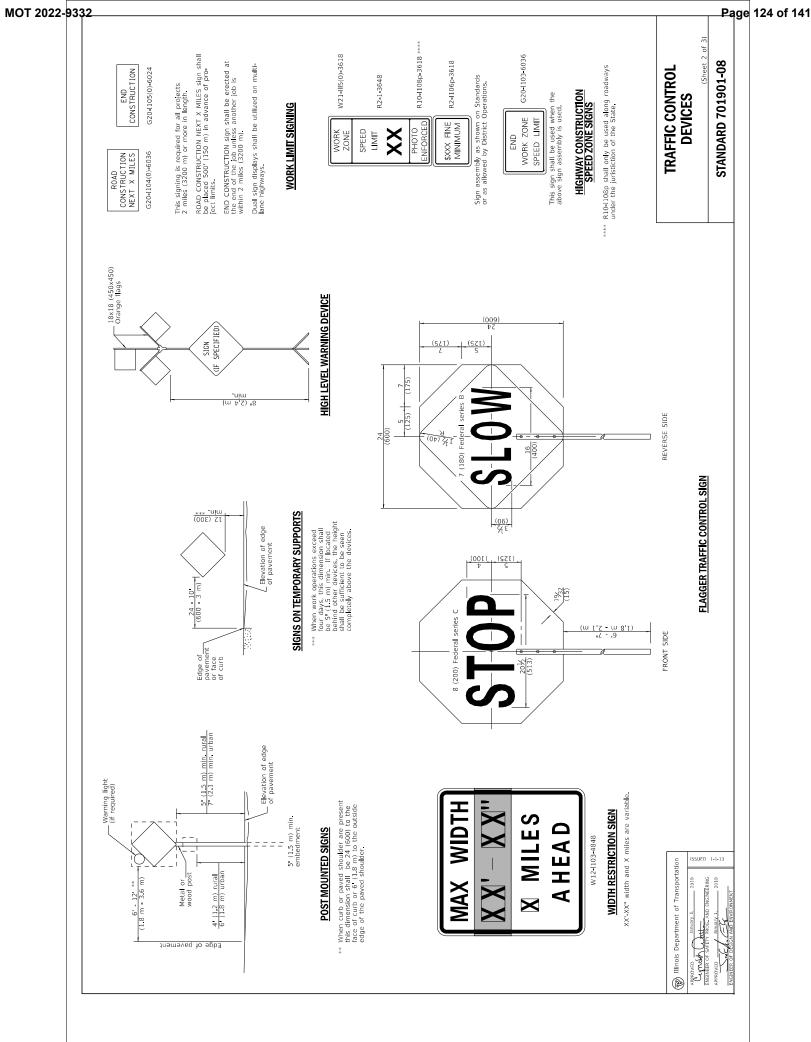


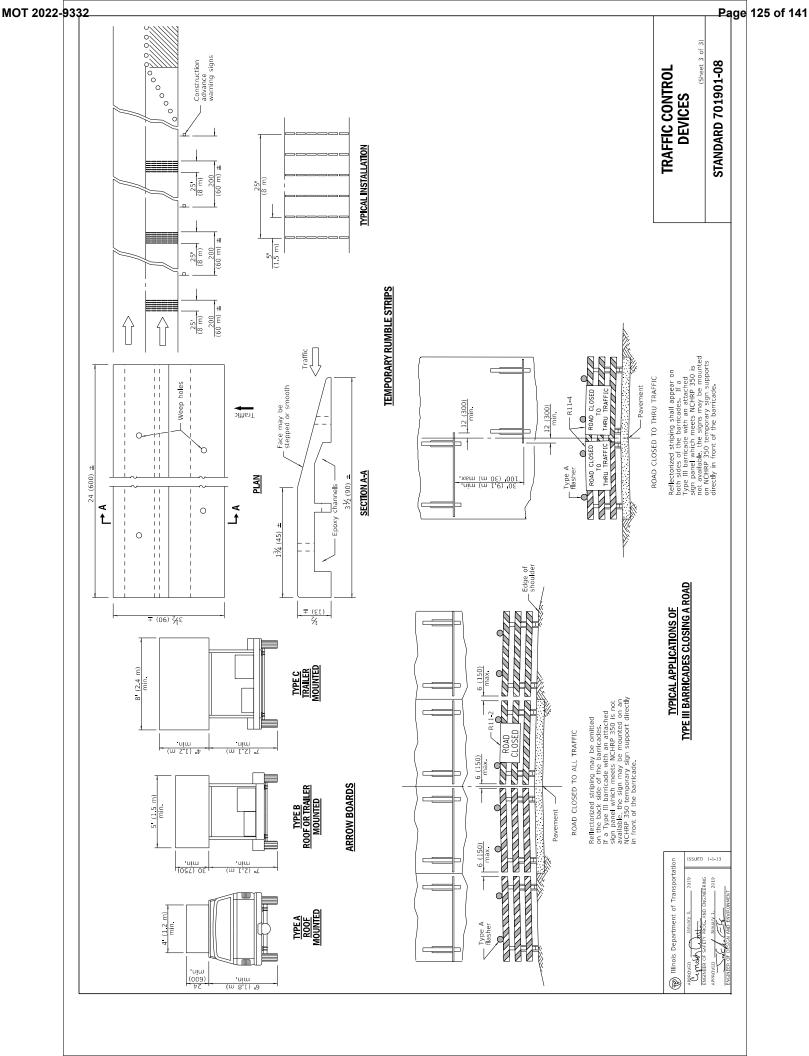


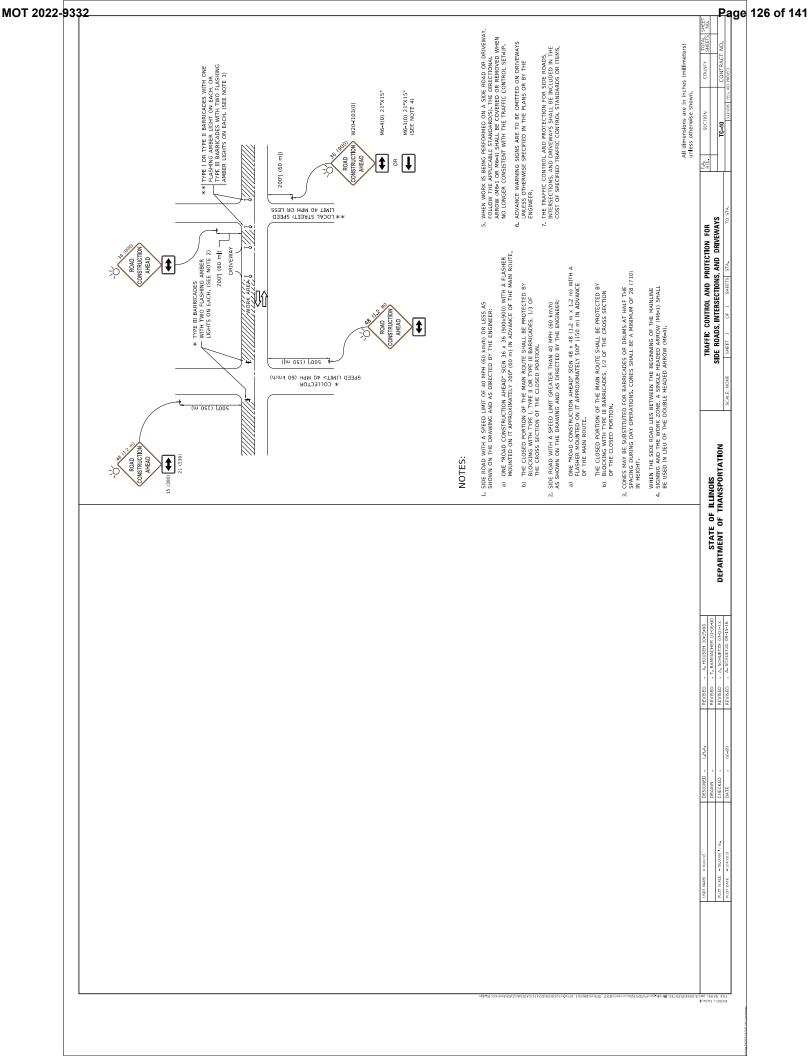












Page 127 of 141 MOT 2022-9332 SPEED LIMIT LANE REDUCTION TRANSITION DJAGOWAL DJAGOWAL 19' (4.5 m) C-C, DJAHP (5.0 km/h) TO 45MPH (7.0 km/h)) 20' (9 m) C-C, DJAHP (5.0 km/h) TO 45MPH (7.0 km/h)) 30' (9 m) C-C, (DVER 45MPH (7.0 km/h)) 50' (15 m) C-C (LESS THAN 30MPH (50 km/n)) 75' (25 m) C-C (30 MPH (50 km/h) TO 45MPH (70 km/h)) 150' (45 m) C-C (0VER 45MPH (70 km/n)) SPACING / REMARKS A LANE REDUCTION ARROWS REQUIRED AT GREATER OR WHEN SPECIFIED IN PLANS. 58, (140) G.C. FROM SKIP DASH CENTERLINE 11 (280) G.C. OMIT SKIP DASH CENTERLINE RETWEEN 10' (3 m) LINE WITH 30' (9 m) SPACE FOR SKIP-DASH: 5½, 1340) CC BETWEEN SOLID LINE AND SKIP-DASH LINE SEE TYPICAL, TWO-WAY LEFT TURN MARKING DETAIL. VOT LESS THAN 6' (1.8 m) APART P. (600) APART P. (600) APART SE TYPICAL CROSSWALK MARKING DETAILS SEE TYPICAL TURN LANE MARKING DETA 10' (3 m) LINE WITH 30' (9 m) SPACE _ (600) LINE WITH 6 (1.8 m) SPACE 11 (280) C.C. FOR THE DOUBLE LINE SEE TYPICAL PAINTED MEDIAN MARK All dimensions are in inches unless otherwise shown. SEE STATE STANDARD 780001 AREA OF: "R"=3.6 SQ. FT 10.33 m PEACH "X"=54.0 SQ. FT 15.0 m P DUTLINE MEDIANS IN YELLOW TC-13 1 (280) C-C 16,3 SF YELLOW: TWO WAY TRAFFIC WHITE: ONE WAY TRAFFIC COMBINATION LEFT AND U-TURN
 WIDTH OF LINE
 PATTERN
 COLOR

 4 (100)
 SKIP-DASH
 YELLOW
 WHITE - RIGHT YELLOW - LEFT YELLOW-LEFT WHITE-RIGHT U-TURN YELLOW WHITE WHITE WHITE WHITE WHITE WHITE SKIP-DASH SKIP-DASH SKIP DASH AND SOLID IN PAIRS SOLID gros Sorio Sorio SOLID SOLID DISTRICT ONE TYPICAL PAVEMENT MARKINGS 24 (600) TRANSVERSE LINES, "RR" IS 6" (1.8 m) LETTERS; 16 (400) LINE FOR "X" 2 @ 4 (100) WITH 12 (300) DIAGONALS @ 45: NO DIAGONALS USED FOR 4 (1.2 m) WIDE MEDIANS 4 (100) 5 (125) ON FREEWAYS 3 (200) WITH 12 (300) DIAGONALS @ 45" 6 (150) LINE; FULL SIZE LETTERS & SYMBOLS (8' (2.4m)) SAME AS LINE BEING EXTENDED (2.4m) LEFT ARROV 2 @ 6 (150) 12 (300) @ 45° 12 (300) @ 90° 2 @ 4 (100) EACH DIRECTION 2 (300) @ 45° 4 (100) 2 @ 4 (100) SEE DETAIL SEE DETAIL TYPICAL ISLAND MARKING CENTERLINE ON MULTIFLAME UNDIVIDED PAVEMENT CROSSWALK LINES (PEDESTRIAN) A. DIAGONALS (BIKE & EQUESTRIAN) B. LONGTIUDINAL BARS (SCHOOL) DOTTED LINES (EXTENSIONS OF CENTER, LANE OR TURN LANE MARKINGS) TYPE OF MARKING MO WAY LEFT TURN MARKING SLAND OFFSET FROM PAVEMENT EDGE NO PASSING ZONE LINES: FOR ONE DIRECTIONS FOR BOTH DIRECTIONS 2 ARROW COMBINATION LEFT AND U TURN SHOULDER DIAGONALS SHOULDERS > 8') JRN LANE MARKINGS GORE MARKING AND CHANNELIZING LINES TURN ARROW LANE LINES STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION 4* (1.2 m) OUTSIDE TO OUTSIDE OF LINES | | | | 4 (100) YELLOW LINES (5½ (140) C-C) A WINIUM OF THO PELION © 11 (280) CC 15% (1400) YELLOW INVES A WINIUM OF THO PARE OF THOM ARRONS SWALL BE USED, MATE IN CO. 02, ADDITIONAL PLATES SWALL BE PACED AT ZOV (60 m) to 300 (90 m) INSERVALS. DIAGONAL LINE SPACING: 50' (15 m) C-C (LESS THAN 30MPH (50 km/h))
75' (25 m) C-C 30MPH (50 km/h) TO 45MPH (70 km/h))
150' (45 m) C-C (MORE THAN 45MPH (70 km/h)) TYPICAL PAINTED MEDIAN MARKING ** TURN LAMES IN EXCESS OF 400° (120 m) IN LENGTH MAY HAVE AN ADDITIONA SET OF MARQUY - "ONLY" INSTALLED MIDWAY BETWEEN THE OTHER TWO SETS ARROW - "ONLY". MEDIAN WITH TWO-WAY LEFT TURN LANE TYPICAL TURN LANE MARKING FOR MEDIAN LENGTHS WHERE DIAGONAL SPACING CANNOT BE ATTAINED, USE 5 (FIVE) EQUALLY SPACED DIAGONAL LINES. TYPICAL LEFT (OR RIGHT) TURN LANE MEDIANS OVER 4' (1.2 m) WIDE 4' (1.2 m) WIDE MEDIANS ONLY - 25 (8 m) TO 49 (15 m) 6 (150) WHITE OVER 200' (60 m) 16 15 m) H I FWO-4 (100) @ 11 (280) C-C TWO-4 (100) @ 11 (280) C-€ I I I STREET 7-4 (100) YELLOW € T 4 (100) WHITE EDGE LINE 4 (100) WHITE LANE LINE 2 (50) 4 4 (100) YELLON EDGE LINE (50) F 4 (100) WHITE EDGE LINE 72 (50) TO EDGE OF EDGE LINE 74 (100) YELLOW NO PASSING ZONE LINE TYPICAL LANE AND EDGE LINE MARKING __12 (300) WHITE * MARKINGS SHALL BE INSTALLED PARALLEL TO THE CENTERLINE OF THE ROAD WHICH IT CROSSES T-2 (50) TO EDGE OF EDGE LINE EDGE OF PAVEMENT DETAIL "B" EDGE OF PAVEMENT -SEE DETAIL "B" TYPICAL CROSSWALK MARKING MULTI-LANE UNDIVIDED MULTI-LANE DIVIDED IIIIIIII 2-LANE ROADWAY 11/2 (40) 5/2 (140) C-C 4 (100) WHITE EDGE LINE - 4 (100) YELLOW EDGE LINE ШШ L4 (100) WHITE EDGE LINE 4 (100) WHITE LANE LINE SEE DETAIL "A" EDGE OF PAVEMENT BICYCLE & EQUESTRIAN EDGE OF PAVEMENT 2 (50) 7 Û



January 6, 2022

J.A. Johnson Paving Company 1025 East Addison Court Arlington Heights, IL 60005

Re: Surety Bondability Letter

To Whom It May Concern,

Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland, have provided surety credit to J.A. Johnson Paving Company for single projects of \$6,270,000.00 and an aggregate uncompleted backlog of \$20,000,000.00. Zurich/F&D is rated "A+" (Excellent) with a financial size category of XV (\$2 billion +) by AM Best and has a US Treasury Limit exceeding \$300 million.

If J.A. Johnson Paving Company is awarded a contract for a project and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between J.A. Johnson Paving Company and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

Zurich North America Surety Tower I - 13th Floor 1400 American Lane Schaumburg, IL 60196

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely

Zurich American Insurance Company Fidelity and Deposit Company of Maryland

William Reidinger Attorney-In-Fact

Wie Francy e

Fidelity and Deposit Company of Maryland

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by MICHAEL BOND, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Donna M. TYLER, Hina AZAM, Karen E. BOGARD, Donna WRIGHT, William REIDINGER, Matthew V. BUOL, Joseph HALLERAN, Rebecca R. ALVES and Thomas GREEN, all of Schaumburg, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons,

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of August, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







Assistant Secretary Dawn E. Brown

Vice President Michael Bond

State of Maryland

County of Baltimore

On this 4th day of August, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance a Dunn

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th_day of January , 20 22 .







David McVicker, Vice President

Did. 1/1/2

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co. Attn: Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/25/2021

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

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

PRODUCER Assurance, a Marsh & McLennar 20 N Martingale Road	n Agency LLC company	CONTACT Linda Luebking PHONE (A/C, No. Ext): (847) 463-7832	FAX (A/C, No): (847)) 440-9123
Suite 100 Schaumburg IL 60173		ADDRESS: Iluebking@assuranceagency.cor		
Schadilibuig IL 00175		INSURER(S) AFFORDING COVER	RAGE	NAIC#
		INSURER A: National Fire Insurance Co. of		20478
INSURED	JAJOHNS-01	ınsurer в : Valley Forge Insurance		20508
J.A. Johnson Paving Company 1025 East Addison Court		INSURER c : Continental Insurance Company	ti)	35289
Arlington Heights IL 60005		INSURER D : American Casualty Company of	R	20427
		INSURER E :		
		INSURER F:		
COVERAGES	CERTIFICATE NUMBER: 32288683	REVISION	M NIIMBER:	

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

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Х	COMMERCIAL GENERAL LIABILITY			6056694364	3/1/2021	3/1/2022	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
								MED EXP (Any one person)	\$ 15,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
В	AUT	OMOBILE LIABILITY			6056694378	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY AUTOS						V	\$
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	S
									S
С	Х	UMBRELLA LIAB X OCCUR			6056694414	3/1/2021	3/1/2022	EACH OCCURRENCE	s 10,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
		DED X RETENTION\$ 10,000							\$
D		EKERS COMPENSATION EMPLOYERS' LIABILITY			7012389307	3/1/2021	3/1/2022	X PER OTH-	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mar	idatory in NH)	14.7.					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
8									
					Section to the control of the control of				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) *SAMPLE CERTIFICATE FOR INFORMATION PURPOSES ONLY.*

CERTIFICATE HOLDER	CANCELLATION
SAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
(i)	AUTHORIZED REPRESENTATIVE
98.4	Daniel & Garage



Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764 PAGE 1A

Affidavit of Availability

For the Letting of 2/9/2022

(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	5	
Contract Number	62N63					
Contract With	IDOT)+	
Estimated Completion Date	9/2022					
Total Contract Price	3,313,500.00					Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	3,313,500.00	0.00	0.00	0.00	0.00	3,313,500.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
	· · · · · · · · · · · · · · · · · · ·		7	Total Value of A	III Work	3.313.500.00

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

List below the uncompleted dollar value of work subcontracted to others will be listed on the reverse company. If no work is contracted, show NONE.					rk	Accumulated Totals
Earthwork	18,500.00					18,500.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	2,159,500.00					2,159,500.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	40,500.00					40,500.00
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	344,000.00					344,000.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) - PATCHING	174,000.00					174,000.00
Other Construction (List) - TRAFF CONT						0.00
RAILROAD INSURANCE						0.00
Totals	2,736,500.00	0.00	0.00	0.00	0.00	2,736,500.00

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

Part III. Work Subcontracted to Others

PAGE 1B

For each contract	described in Par	rt I liet all the work	you have subcontracted	to others
I OI Gadii Collillaci	ucacined in i ai	t i, not an the work	you have subcontracted	to others.

	1	2	3	4	5
Subcontractor	ABI CONST.				
Type of Work	CONCRETE				
Subcontract Price	200,000.00				
Amount Uncompleted	200,000.00				
Subcontractor	HAWK ENT.				
Type of Work	ELECTRIC				
Subcontract Price	71,000.00				
Amount Uncompleted	71,000.00				
Subcontractor	INDUSTRIAL FENCE				
Type of Work	GUARDRAIL			,	
Subcontract Price	93,000.00				
Amount Uncompleted	93,000.00				
Subcontractor	AREAGA LAND.				
Type of Work	LANDSCAPE				
Subcontract Price	34,500.00				
Amount Uncompleted	34,500.00				
Subcontractor	ALLSTATE				
Type of Work	LJS				
Subcontract Price	87,000.00	1 -			
Amount Uncompleted	87,000.00				
Subcontractor	PRECISION	1			
Type of Work	PVT. MKGS	T.			
Subcontract Price	40,500.00				
Amount Uncompleted	40,500.00				
Subcontractor	GALAXY UND.				
Type of Work	SEWER				
Subcontract Price	51,000.00				
Amount Uncompleted	51,000.00				
Total Uncompleted	577,000.00	0.00	0.00	0.00	0.00

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

ie

MY COMMISSION EXPIRES: 2/22/2025

Subscribed and sworn to before me	
this 9th day of February, 2022.	
Type or Prir	nt Name DALE A. JOHNSON, PRESIDENT
Han 1111	Officer or Director Title
Notary Public	
	Signed / / / /
My commission expires: 2 22 205	
· · · · · · · · · · · · · · · · · · ·	ompany J.A. JOHNSON PAVING CO
(Notary Seal) OFFICIAL SEAL	Address 1025 E. ADDISON COURT
HANNAH WILKES NOTARY PUBLIC, STATE OF ILLINOIS	ARLINGTON HEGHTS, IL 60005
NOTARY PUBLIC, STATE 0, 2/22/2025	

Printed 1/18/2022



Certificate of Eligibility

3020

Contractor No

J. A. Johnson Paving Company

1025 East Addison Court Arlington Heights, IL 60005

FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND \$64,133,000,00 THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$1,100,000	\$29,875,000	\$50,000	\$75,000	\$6,425,000	\$1,425,000
EARTHWORK	HMA PLANT MIX	DRAINAGE	CONCRETE CONSTRUCTION	COLD MILL, PLAN. & ROTOMILL	AGGREGATE BASES & SURF. (A)
100	003	012	017	032	08A

INCLUSIVE, AND SUPERSEDES ANY THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN 4/30/2022 2 5/17/2021 THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM SSUED AT SPRINGFIELD, ILLINOIS ON 5/17/2021.

Sim Rell

Engineer of Construction

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: Prairie Avenue Resurfacing

PROPOSAL/BID NUMBER: BID # CFB-69-0-2022/SV

PROPOSAL/BID OPENING: February 9, 2022

ADDENDUM NO.: 1

PROPOSER/BIDDER: J. A. Johnson Paving Co.

ADDRESS: 1025 E. Addison Court, Arlington Heights. IC 60005

DATE:

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: Prairie Avenue Resurfacing

PROPOSAL/BID NUMBER: BID # CFB-69-0-2022/SV

PROPOSAL/BID OPENING: February 9, 2022

ADDENDUM NO.: 2

PROPOSER/BIDDER: J. A. Johnson Paving Co. 1025 E. Addison Court

Arlington Heights, IL 60005

RECEIVED BY: Hand Wilks (NAME)

DATE: 2 1 1 2022



January 28, 2022

J.A. Johnson Paving Company 1025 East Addison Court Arlington Heights, IL 60005

RE: Village of Downers Grove - Insurance Verification for Bidding Purposes – Downers Grove Prairie Ave. Resurfacing .

To Whom it May Concern:

Assurance Agency, Ltd. is the binding agent for J.A. Johnson Paving Company. Upon review, their current policies are compliant with the specifications provided by our insured set forth for this job. If additional coverage is required it will be provided, upon request.

We have read the requirements set forth in the contract and attest to all provisions. The Certificate of Insurance and policy binders can be obtained upon award of any future request of services.

If you have any questions regarding the above, please do not hesitate to contact our office.

Sincerely,

Linda Luebking

Senior Client Service Representative

P: (847) 463-7832

Linda Lusking

Linda.Luebking@MarshMMA.com

Document A310TM - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J.A. Johnson Paving Company 1025 E. Addison Court Arlington Heights, IL 60005

OWNER:

(Name, legal status and address)

VILLAGE OF DOWNERS GROVE 5101 WALNUT AVE. DOWNERS GROVE, IL 60515

SURETY:

(Name, legal status and principal place of business) Fidelity and Deposit Company of Maryland 1299 Zurich Way, 5th Floor

Schaumburg, IL 60196-1056 Mailing Address for Notices

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.

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

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

ASPHALT PAVING PRAIRIE AVENUE RESURFACING

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 scaled this

9th

day of February, 2022.

J.A. Johnson Paving Company

(Principal)

(Seal)

(Seal)

(Title) Dale A. Johnson

Fidelity and Deposit Company of Maryland

(Surety)

(Title) William Reidinger, Attorney-in-Fact

Bond Number Bid I

Obligee VILLAGE OF DOWNERS GROVE

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint William Reidinger ________, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST: ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President





THE INSTANTANT OF THE INSTANTA

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of February ,2022.







Brian M. Hodges, Vice President

Burn Hodgeo

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

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Village of Downers Grove Contractor Evaluation

Contractor: J. A. Johnson Paving Company Projects: 2020 Fall Patching ST-004D Primary Contact: Andrew Joiner Phone: (847) 636-4060 Time Period: September/October 2020 On Schedule (allowing for uncontrollable circumstances) X Yes No Provide details if early or late completion: Change Orders (attach information if needed): CO processed for final quantity balancing. Project under original bid amount. Difficulties / Positives: Good communication with Village staff, performed satisfactory work and informed of changes to schedule. Interaction with public: 🗌 Excellent 🛛 Good 🔲 Average 🗌 Poor (Attach information on any complaints or compliments) General Level of Satisfaction with work: Reviewers: Stephanie Graves

Date: 12/18/20