

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

SUBJECT:	SUBMITTED BY:
Extension of Contract - 2022 DBD Crosswalk & Accessibility Upgrades (S-007)	Andy Sikich Public Works Director

SYNOPSIS

A resolution has been prepared to authorize the extension of an existing contract for the 2022 DBD Crosswalk & Accessibility Upgrades to Alliance Contractors, Inc. of Woodstock, Illinois in the amount of \$536,824.26.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY22 budget includes a total of \$510,000 for this project including \$500,000 in the Capital Improvements Fund for the 2022 DBD Crosswalk & Accessibility Upgrades. The FY22 budget includes \$50,000 in the Stormwater Fund for the Downtown Water Quality Improvements, of which \$10,000 will be used for a portion of this project. The remainder of the contract will be funded with anticipated savings in the Capital Improvements Fund.

RECOMMENDATION

Approval on the March 8, 2022 consent agenda.

BACKGROUND

The majority of crosswalks and curb ramps within the Village's Downtown Business District (DBD) have displayed various degrees of deterioration. Furthermore, several curb ramps and pedestrian traffic signals within the DBD require upgrades to meet current ADA standards. The goal of the DBD Crosswalk and Accessibility Upgrade project is to bring the means of egress at all intersections and mid-block crossings within compliance with current ADA standards with enduring, cost-effective and low-maintenance materials. Completing the upgrades within the DBD will take multiple years.

This phase of the DBD Crosswalk and Accessibility Upgrades includes the intersections at:

- Grove Street and Main Street
- Main Street Mid-Block Crossing (between Burlington Avenue and Curtiss Street)
- Rogers Street and Main Street
- Burlington Avenue and Mochel Drive (includes median at Main St Station and Lot B Entrance)
- Alley West of Parking Deck

All existing crosswalk material within the street will be replaced with in-kind pavement material and topped with a highly visible and durable pavement striping material with a red brick pattern. All existing sidewalk materials will be replaced with colored concrete matching the DBD. Sidewalk ramps, approximately in the same locations as the existing brick paver sidewalks, will have a scored rectangular pattern on the surface, which will aesthetically connect the ramps to the crosswalks. The Village has previously completed crosswalk and accessibility upgrades at following intersections, with exceptions noted:

- Warren Avenue at Forest Avenue (south leg)
- Warren Avenue at Forest Avenue (north leg)
- Curtiss Street and Mochel Drive (crosswalk material to be done in summer 2022)
- Curtiss Street and Washington Street (crosswalk material to be done in summer 2022)
- Curtiss Street and Forest Avenue (crosswalk material to be done in summer 2022)
- Gilbert Avenue and Forest Avenue (crosswalk material to be done in summer 2022)
- Mochel Drive at the Parking Garage (crosswalk material to be done in summer 2022)

This contract includes conversion of existing impervious sidewalk to landscaping beds with native plantings at select locations as part of the Downtown Water Quality Improvements project (SW-073).

The original contract was bid and awarded in 2021 to Alliance Contractors, Inc. The contractor satisfactorily performed this work for the Village in 2021. Staff is recommending a contract extension to Alliance Contractors, Inc. in lieu of advertising a new call for bids.

ATTACHMENTS

Resolution
Contract Extension
Original Contract
Contractor Evaluation

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A FIRST EXTENSION TO THE
CONTRACT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND ALLIANCE CONTRACTORS, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain First Extension (the "Agreement"), between the Village of Downers Grove (the "Village") and Alliance Contractors, Inc. (the "Contractor"), for DBD Crosswalk & Accessibility Upgrades, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

**FIRST EXTENSION TO THE CONTRACT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
ALLIANCE CONTRACTORS, INC.**

The Village of Downers Grove, Illinois ("Village") and Alliance Contractors, Inc. ("Contractor") entered into a contract for the 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21) project on or about September 8, 2021. Pursuant to the terms stated therein, the parties desire to extend that contract for the 2022 DBD Crosswalk & Accessibility Upgrades (S-007-22) project under the following terms:

1. Section 4 Prosecution and Progress on page 24 of the original contract shall be revised as follows:
 - 4.1.1 The Contractor shall schedule his work such that all improvements shall be complete by Friday, May 27, 2022. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.
2. In accordance with Section 13 Security for Performance on pages 8 and 9 of the original contract, the Contractor shall furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village for the 2022 DBD Crosswalk & Accessibility Upgrades (S-007-22) project and in the full amount of the extended contract.
3. The contractor shall furnish a certificate of insurance for the 2022 DBD Crosswalk & Accessibility Upgrades (S-007-22) project meeting the requirements of Section 32 Insurance Requirements on pages 15-17 of the original contract.
4. The unit prices included in the September 8, 2021 Agreement shall remain the same except for the following items.
 - TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS
 - CONSTRUCTION STAKING
 - HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50
 - HOT-MIX ASPHALT SURFACE REMOVAL, 2"

The unit prices for the above four pay items included in the September 8, 2021 Agreement shall be replaced with the unit prices in Exhibit A attached hereto and incorporated herein.
5. The not-to-exceed contract amount for this first extension will be \$536,824.26.
6. All other terms from the September 8, 2021 contract remain in full force and effect.

VILLAGE OF DOWNERS GROVE

ALLIANCE CONTRACTORS, INC.

Scott A. [Signature]

VICE PRESIDENT

Title

Title

Date: _____

Date: **FEBRUARY 9, 2022**

Exhibit A

Location B, Grove St and Main St

Estimated construction cost = \$90,000

Spec. #	Pay Item	Unit	Quantity	Unit Price	Total Price
SP-11	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	LSUM	1.0	12,400.00	12,400.00
SP-7	CONSTRUCTION STAKING	LSUM	1.0	4890.00	4890.00

Location D, Main St Mid-Block

Estimated construction cost = \$60,000

Spec. #	Pay Item	Unit	Quantity	Unit Price	Total Price
SP-11	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	LSUM	1.0	9530.00	9530.00
SP-7	CONSTRUCTION STAKING	LSUM	1.0	2540.00	2540.00

Location G, Rogers St and Main St

Estimated construction cost = \$40,000

Spec. #	Pay Item	Unit	Quantity	Unit Price	Total Price
SP-11	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	LSUM	1.0	5880.00	5880.00
SP-7	CONSTRUCTION STAKING	LSUM	1.0	3300.00	3300.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	14.0	250.00	3500.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQYD	70.0	40.00	2800.00

Location K, Burlington Ave and Mochel Dr

Estimated construction cost = \$125,000

Spec. #	Pay Item	Unit	Quantity	Unit Price	Total Price
SP-11	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	LSUM	1.0	14,980.00	14,980.00
SP-7	CONSTRUCTION STAKING	LSUM	1.0	4890.00	4890.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	25.0	250.00	6250.00

Location AA, Alley West of Parking Deck

Estimated construction cost = \$75,000

Spec. #	Pay Item	Unit	Quantity	Unit Price	Total Price
SP-11	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	LSUM	1.0	8880.00	8800.00
SP-7	CONSTRUCTION STAKING	LSUM	1.0	2540.00	2540.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	2.0	250.00	500.00

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CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Alliance Contractors, Inc
- II. Instructions and Specifications:
- A. Bid No.: S-007-21
 - B. Demandstar Bid No.: CFB-52-0-2021/JPT
 - C. For: 2021 DBD Crosswalk & Accessibility Upgrades
 - D. Bid Opening Date/Time: Tuesday, August 31, 2021 @ 9:00am
 - E. Pre-Bid Conference Date/Time: Tuesday, August 24, 2021 @ 9:00am (Optional)
 - F. Pre-Bid Conference Location: Public Works Building, 5101 Walnut Ave., Downers Grove, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: Wednesday, August 18, 2021

This document comprises 67 pages.

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

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

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CALL FOR BIDS – FIXED WORKS PROJECT**Bid No.:** S-007-21

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

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

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

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

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

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

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

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

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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 the time and date set forth on the cover page of this Call for Bids.
- 1.2 Defined Terms:
 - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder's completed proposal, bonds and all required certifications.
 - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
 - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
 - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
 - 1.2.6 Work – the construction or service defined herein.
 - 1.2.7 Day – unless otherwise stated all references to day "Day" "Days", "day" or "days" shall refer to calendar days.
 - 1.2.8 Proposal Guaranty – the required bid deposit.
- 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: JIM TOCK, in a sealed envelope marked "SEALED BID." The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
- 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

2. BID PREPARATION

- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.
- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with

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all the local conditions affecting the Work and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the Bid resulting from his willing or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.

- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids or the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.

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- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.
- 2.7 The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.
- 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.
- 3. PRE-BID CONFERENCE**
- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Mandatory" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.

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- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.
- 3.3 No Contract Documents will be issued after a mandatory pre-bid conference except to attendees.
- 4. BID SUBMISSION**
- 4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village. Please do not bind any portion of the bid with staples.
- 4.2 A bid deposit will be required, which shall not exceed ten percent (10%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his Bid and according to the plans and specifications in case the contract shall be awarded to him.
- 4.3 Bids shall be publicly opened at the hour and place indicated above.
- 5. BID MODIFICATION OR WITHDRAWAL**
- 5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.
- 5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the bid opening, by a letter bearing the signature of the person authorized for submitting Bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.
- 6. BID REJECTION**
- 6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for, or irregularities of any kind, shall be rejected as informal or insufficient. Bids otherwise acceptable, which are not accompanied by the proper Proposal Guaranty, shall also be rejected as informal or insufficient. The Village reserves the right however, to reject any or all Bids and to waive such technical error as may be deemed best for the interest of the Village.
- 7. BIDDER COMPETENCY**
- 7.1 No Bid will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.

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8. BIDDER DISQUALIFICATION

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

9. BASIS OF AWARD

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

10. AWARD OF CONTRACT

- 10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past

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experience and ability to complete the project within time frame required - lowest responsible bidder).

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

11. RETURN OF BID DEPOSIT

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

12. FAILURE TO ENTER INTO CONTRACT

- 12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.
- 12.2 Failure on the part of the successful Bidder to provide the Village a construction schedule for approval within ten (10) calendar days from the date of receipt of the Notice of Award from the Village, and, if required, provide a modified construction schedule as requested by the Village within an additional five (5) calendar days, may be considered as just cause for the revocation of the award. In such case, the Bidder's bid security shall then be forfeited to the Village, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.
- 12.3 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty, but in payment of liquidated damages sustained as the result of such failure to execute the Contract.
- 12.4 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

13. SECURITY FOR PERFORMANCE

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

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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.

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

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

19. USE OF VILLAGE'S NAME

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

20. HOURS OF WORK

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

21. PERMITS AND LICENSES

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

22. INSPECTION

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

23. DELIVERIES

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

24. SPECIAL HANDLING

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

25. NONDISCRIMINATION

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

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

26. SEXUAL HARASSMENT POLICY

26.1 The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

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

27. EQUAL EMPLOYMENT OPPORTUNITY

- 27.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

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

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28. DRUG FREE WORK PLACE

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

28.1.1 Publishing a statement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

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

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

31. PATRIOT ACT COMPLIANCE

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

32. INSURANCE REQUIREMENTS

32.1 Prior to starting the Work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section.9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

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- 32.2 Comprehensive General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a “Per Project Basis”.
- 32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers, its officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

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- 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

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Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

36. BILLING AND PAYMENT PROCEDURES

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

37. COMPLIANCE WITH OSHA STANDARDS

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

38. CERCLA INDEMNIFICATION

- 38.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or 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

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notify the Village and stop working in the area until the above requirements can be met.

39. COPYRIGHT or PATENT INFRINGEMENT

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

40. BUY AMERICA

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

40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

41. CAMPAIGN DISCLOSURE

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

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

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

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

42. GUARANTEE PERIOD

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

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

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whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

44. WAIVER OF BREACH OF CONTRACT

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

45. CHANGE ORDERS

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

45.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

46. SEVERABILITY OF INVALID PROVISIONS

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

47. GOVERNING LAW AND VENUE

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

48. NOTICE

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

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

And to the Contractor as designated on the Contract Form.

49. AMENDMENT

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

50. COOPERATION WITH FOIA COMPLIANCE

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

2. COOPERATION OF CONTRACTOR

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

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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the completion of the Work specified in this Contract.

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

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4. PROSECUTION AND PROGRESS

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

4.1.1 The Contractor shall schedule his work such that all improvements shall be complete by **Friday, November 5, 2021**. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.

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

4.1.3 The Contractor shall also make special note of the following work schedule requirements:
(a) N/A

4.1.4 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1, 4.1.2, 4.1.3, or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC. In addition, the Contractor shall be liable for additional costs incurred by the Village due to the delay for construction engineering services, which shall be deducted from the value of work completed.

4.1.5 Upon substantial completion of the project, the Engineer will deliver to the Contractor a punch list as well as a due date for completion of the punch list. If the Contractor fails to complete the punch list by the stated punch list completion date, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.

4.1.5 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.

4.1.6 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

5. MEASUREMENT AND PAYMENT

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

5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this

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document (Billing and Payment Procedures.)

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

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

6. SCOPE OF WORK

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

- 6.1.1 Modify Article 104.02 as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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IV. SPECIAL PROVISIONS

The following Special Provisions shall modify, supersede, or supplement the Standard Specifications referred to in Section III - General Provisions.

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

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

SP-1 SCOPE OF WORK

The 2021 DBD Crosswalk and Sidewalk Ramp Improvements shall generally consist of the following:

- Removal of approximately 10,000 square feet of brick and concrete sidewalk
- Construction of approximately 9,200 square feet of concrete sidewalk
- Patching of approximately 190 square yards of hot-mix asphalt pavement.
- Mill and overlay of approximately 790 square yards of hot-mix asphalt roadway
- Removal and replacement of approximately 40 square yards of concrete roadway
- Placement of approximately 4500 square feet of decorative interconnected surface-applied preformed thermoplastic crosswalks
- All other collateral work such as curb and gutter replacements, pavement striping and restoration

SP-2 GENERAL CONSTRUCTION REQUIREMENTS

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

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

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

SP-3 PROTECTION OF WORK

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

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SP-4 STORAGE OF MATERIALS AND EQUIPMENT

Unless stated otherwise by the Engineer, at no time shall the Contractor store materials and equipment in private or public right-of-ways. Parking or storing construction vehicles and equipment overnight is strictly prohibited including, but not limited to, box trucks, dump trucks, pavers, trailers, etc.

SP-5 CLEANING UP

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

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

SP-6 QUALIFICATIONS OF BIDDER

In addition to those requirements set forth in Section 10.1 above, in order to be considered a responsible bidder, the bidder must have particular expertise in having successfully constructed projects of a similar size and scope, specifically including concrete sidewalk and curb and gutter installation complying to Americans with Disabilities Act (ADA), Public Right-of-Way Accessibility Guidelines (PROWAG), the Illinois Accessibility Code (IAC). The Bidder must submit the following information for itself and for each Sub-Contractor:

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

SP-7 CONSTRUCTION STAKING

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

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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.

SP-8 STREET SWEEPING AND DUST CONTROL

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

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

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

STREET SWEEPING AND DUST CONTROL,

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

SP-9 EROSION AND SEDIMENTATION CONTROL

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

All downstream ditches shall be protected from erosion and sedimentation by the installation of an Engineer-approved compost filter sock. Piles of excavated material and/or trench backfill material, allowed to be in place in excess of three days, shall be protected against erosion and sedimentation runoff by use of a compost filter sock. Storm sewer inlet structures or manholes shall be protected by temporary placement of filter baskets or compost filter socks as authorized in the field by the Engineer. Dewatering and bypass pumping and all sediment control measures required, in addition to measures shown on plans, shall be incidental to the installation of storm sewer pipes and structures.

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

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

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

PERIMETER EROSION BARRIER

and

INLET FILTERS,

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

SP-10 PRECONSTRUCTION VIDEOTAPING

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

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

PRECONSTRUCTION VIDEOTAPING,

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

SP-11 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 and Section 701 of the Standard Specifications and included Highway Standards. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices and as indicated on the Traffic Control

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Plan.

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

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

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

One through lane with a minimum driving width of 9 feet must be maintained at all times when concrete crossings or any other concrete on the driving surface is curing. Adequate traffic control signage shall be placed to direct traffic through the intersection. In the event that one direction of vehicular travel must be closed, with the approval of the Engineer, and when the Contractor is working, the Contractor shall use certified flaggers (minimum of two) to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the lane closures, and shall issue written authorization prior to closure. Presence of certified flaggers shall be required anytime the contractor's activities may impede the designated flow of traffic.

No street closure shall be permitted without the express written permission of the Engineer. No street closure may exceed 800 linear feet, nor be in effect from Friday at 3:30PM to Monday at 9:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.

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

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

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

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work being performed.

Unless approved in writing by the Village and as directed by the engineer, no more than two corners at each intersection may be closed to the pedestrian traffic at any time. Contractor shall provide SIDEWALK CLOSED AHEAD signs at the nearest intersection to each end of the closure. Where closure occurs at the corners, SIDEWALK CLOSED USE OTHER SIDE shall be placed for every point of egress leading up to the work area.

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

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

DEFICIENCY CHARGE:

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

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

Basis of Payment: This work shall be paid for at the contract **Lump Sum** price for:

TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

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

SP-12 PARKWAY RESTORATION, SPECIAL

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

This work shall consist of the excavation, topsoiling and sodding from a minimum of one and one-half (1-

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1/2) feet to a maximum of three (3) feet behind or adjacent to all curbs, sidewalks and driveways removed and replaced during the course of construction or as directed by the Engineer. Restoration will also be performed on areas disturbed by storm sewer or culvert construction.

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

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

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

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

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

SOD RESTORATION

and

GROWTH-INHIBITING EROSION CONTROL BLANKET

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

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SP-13 TREE ROOT PRUNING

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

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

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

TREE ROOT PRUNING,

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

SP-14 COMBINATION CONCRETE CURB AND GUTTER

Description: 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.

If, during removal of curb and gutter, it's found that any existing curb and gutter contains rebar, then placement of curb and gutter shall also include the placement of two (2) No. 4 (1/2") epoxy coated deformed reinforcement bars meeting the applicable portions of Section 508 of the Standard Specifications, or as directed by the Engineer. Bars shall be placed at one-half depth of the body of the gutter running the entire

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length of newly placed sections, or as directed by the Engineer.

Curb and gutter placed as described in this section will be paid for as COMBINATION CONCRETE CURB AND GUTTER (TYPE SPECIFIED).

At the direction of the Engineer, voids existing between newly placed curb and gutter and the adjacent asphalt roadway pavement, depending on size, may be filled with Class SI concrete, prior to bituminous surface placement, to a point 1-1/2 inches below finish grade and shall be paid for under CLASS D PATCHES, SPECIAL.

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

If placement of curb and gutter takes place prior to April 15, or after October 15, the curb and gutter shall be properly cured and that followed by the application of protective coat in accordance with Article 420.18 of the Standard Specifications. There will be no additional cost paid for the protective coat as described in this paragraph.

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

COMBINATION CONCRETE CURB AND GUTTER (TYPE SPECIFIED),

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

SP-15 AGGREGATE FOR TEMPORARY ACCESS

Description: This work shall consist of construction and maintenance of an aggregate surface course for abutting properties as part of construction operations, per the applicable portions of Article 107.09 of the SSRBC except as amended herein.

Coarse aggregate shall meet the gradation for CA-6, and meet the requirements of Article 1004.04 of the SSRBC.

The temporary aggregate shall be used as ramping between the new aggregate base and all side streets, abutting properties, and crosswalks where vehicle and pedestrian traffic is to be maintained. Removal and disposal of the temporary aggregate shall be considered incidental to this item. The Engineer may require that some or all of the temporary aggregate be reused within the project limits.

When temporary access is no longer required, the aggregate placed for its construction and maintenance shall be removed and utilized in the permanent construction or otherwise disposed of as specified in Article 202.03 of the SSRBC. The Engineer reserves the right to determine suitability for utilization of reclaimed asphalt pavement used in the construction of temporary access in the permanent construction.

This work will be measured in place in tons. The Contractor shall submit the load ticket to the Engineer at the work site when the truck arrives.

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

AGGREGATE FOR TEMPORARY ACCESS,

which price shall include all costs of furnishing, placing, maintaining, removing and reusing, and removing and disposing of aggregate used in the construction of temporary access.

SP-16 PORTLAND CEMENT CONCRETE SIDEWALK

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

Removal of existing sidewalk shall include saw cutting and disposal of existing concrete as directed by the Engineer, as well as bituminous paved sidewalks and/or bituminous overlayment of existing sidewalks and shall be paid for separately in accordance with the specification for SIDEWALK REMOVAL.

Excavation for sidewalk shall be performed as to limit impacts to the parkway as much as possible.

The unit price for placement of sidewalk shall include the following:

- a. Excavation to proposed sub-grade and removal of existing material. Removal of existing concrete and brick/paver sidewalks shall be paid for separately.
- b. Furnishing, placement and compaction of two inches (2") or four inches (4"), as specified on the plans, of Subbase Granular material, Type B, CA 6 with the methods and with materials in accordance with Section 311 and of Article 1004.04 of the SSRBC, use of recycled materials shall not be allowed unless with a prior written permission by the Engineer;
- c. All work must comply with the latest requirements of the Americans with Disabilities Act (ADA), Public Right-of-Way Accessibility Guidelines (PROWAG), the Illinois Accessibility Code (IAC) and Manual on Uniform Traffic Control Devices (MUTCD). Specifically, the set up of form work such that the maximum running slope of the finished walk does not exceed 5 percent (1:20) or not to exceed the general grade established for the roadway, and the cross slope is not more than 2 percent (1:50). Sidewalks with running slope exceeding 5% shall meet all the ramp requirements.
- d. The placement of five inch (5") thick, Class SI Portland Cement Concrete, 5.65 cwt/cy mix, with 5-8% air entrainment, 2"-4" slump, and six inch (6") thickness through or in residential driveways or where subject to vehicular traffic, to the width specified on the plans or as directed by the Engineer;
- e. The tooling of contraction joints, 1/2-inch radius and 1 inch deep, 5 feet on center;
- f. The placement of 1/2 inch thick premoulded expansion joints at 50 foot intervals on center, or abutting existing concrete sidewalk, or at the end of a pour;
- g. For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend continuously a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.
- h. The proper curing of all concrete work utilizing methods and materials outlined in Articles 424 and 1022.01 of the SSRBC, (Type III membrane curing compound white pigmented),

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WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR;

- i. All other work labor, material, tools and equipment required to perform the work specified herein and as shown on the plans.

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

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

A concrete washout shall be furnished by the Contractor, and shall be located on site in a location that does not interfere with traffic or access to businesses. Furnishing and disposing of the concrete washout(s) shall be included in the unit price for sidewalk.

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

P.C.C. SIDEWALK, 5 INCH

and

P.C.C. SIDEWALK, 6 INCH

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

SP-17 PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED

This work shall include all work included in PORTLAND CEMENT CONCRETE SIDEWALK in addition to the following:

- a) Concrete colorant to be added to cement mix. Concrete colorant shall be “Harvest Wheat” (Product #U16) supplied by Butterfield Color (1-800-282-3388). Contractor shall provide a sample of their proposed cured colored concrete, which shall be approved by the Engineer prior to ordering or placing any material.

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

PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED

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

SP-18 PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED WITH SAW CUT PATTERN

For pay item PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED WITH SCORED PATTERN, this work shall include all work included in PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH and PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED in addition to the following.

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- a) Contractor shall saw cut sidewalk within 24 hours of placement, or as directed by the Engineer, to the pattern as shown on the plans or as directed by the Engineer. Contractor shall provide a sample of the proposed saw cut pattern along with the Contractor's method for saw cutting the pattern, which shall be approved by the Engineer prior to placement of any PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED WITH SAW CUT PATTERN.

For areas of existing sidewalk not being removed and replaced, the pay item SAW CUT PATTERN ON EXISTING SIDEWALK shall be used and shall include the following:

- a) Contractor shall saw cut sidewalk as directed by the Engineer to the pattern as shown on the plans or as directed by the Engineer. Contractor shall provide a sample of the proposed saw cut pattern along with the Contractor's method for saw cutting the pattern, which shall be approved by the Engineer prior to scoring of any existing sidewalk.

Basis of Payment: This work shall be paid for at the contract unit price per **SQUARE FOOT** for **PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED WITH SAW CUT PATTERN**

and

SAW CUT PATTERN ON EXISTING SIDEWALK

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

SP-20 DETECTABLE WARNINGS

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

Detectable Warnings shall be brick red, cast-in-place composite panels with inline dome pattern. Panels shall be installed full width of the walk in accordance with the latest PROWAG guidelines and at the direction of the Engineer. Detectable Warnings installed radially directly along the back of curb, as shown on the plans, shall be manufactured to match the radius called out on the plans. The Contractor must install the proposed curb and gutter at the radius specified on the plans. Curb and gutter installed improperly resulting in a gap of 1/4" inch or more must be removed and re-installed per the plans and these specifications at the Contractor's expense.

Detectable Warnings shall be (or approved equal):

- 1) TufTile Inc. TufTile Polymer Wet-Set Replaceable Tile and TufTile Radii for radial applications, "Brick Red" color
- 2) TufTile Inc. TufTile Cast Iron Wet-Set Replaceable Tile and TufTile Radii for radial applications, "Brick Red" color
- 3) ADA Solutions, Inc. Cast-In-Place Replaceable Tactile Panel and Radius Tactile for radial applications, "Brick Red" color

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- 4) ADA Solutions, Inc. Cast-In-Place Cast Iron Replaceable Tactile Panel and Radius Tactile for radial applications, “Brick Red” color

The Contractor must provide the Village shop drawings and physical samples of the proposed material. Material must be approved by the Village prior to ordering any material.

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

DETECTABLE WARNINGS,

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

SP-21 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

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

Basis of Payment: This work shall be paid for at the contract unit price per **LOAD** for **ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE**, which price shall be payment in full for the work as specified herein.

SP-22 EXPLORATORY TRENCH

Description. 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 Selected Granular 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.

Granular Backfill will not be measured for payment.

Exploratory excavation will be measured in its original position and the volume calculated in cubic yards based upon the dimensions of the excavation ordered by the Engineer. Selected Granular Backfill will not be measured for payment.

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

EXPLORATORY TRENCH,

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

SP-23 UTILITY STRUCTURES TO BE ADJUSTED

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

A. DRAINAGE AND UTILITY STRUCTURES

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

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will include all excavation, concrete and trench backfill.

B. SANITARY MANHOLES

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

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

FRAMES AND LIDS TO BE ADJUSTED

and

FRAMES AND LIDS TO BE ADJUSTED, SANITARY

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

SP-24 DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED

Description: Where encountered, due to the alignment of the sidewalk, all water service access facilities (buffalo boxes, etc.) shall be adjusted to grade. If needed, the Contractor shall be responsible for installing sleeve extensions, which match the existing diameter and threading. The Engineer or representative thereof shall approve prior to work.

Contractor shall field verify the locations of buffalo boxes in need of adjustment. All buffalo boxes located within the limits of the new sidewalk or affected by changes in parkway grade shall be adjusted prior to proceeding with the sidewalk installation.

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

DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED

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

SP-25 CONCRETE CURB TYPE B

Description: This work shall consist of the furnishing of materials and installation of a CONCRETE CURB TYPE B. All Concrete Curb shall be placed by methods and materials as specified in Articles 606 and 1020 of

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the SSRBC, except as amended herein.

The curb shall be placed on a bed of six inches compacted CA-6 Aggregate. Concrete curb shall be placed monolithically with the sidewalk where possible.

Backfill shall consist of CA-6 aggregate and shall be incidental to Concrete Curb installation. Backfill shall be tamped in place with a mechanical tamper.

The topsoil and sod restoration shall be in accordance with provision for PARKWAY RESTORATION, SPECIAL and shall be considered incidental within costs associated for the retaining wall installation.

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

CONCRETE CURB TYPE B (HEIGHT SPECIFIED)

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

SP-26 CONCRETE CURB TYPE B, COLORED

This work shall include all work included in SP-25 CONCRETE CURB TYPE B in addition to the following:

- a) Concrete colorant to be added to cement mix. Concrete colorant shall be "Harvest Wheat" (Product #U16) supplied by Butterfield Color (1-800-282-3388). Contractor shall provide a sample of their proposed cured colored concrete, which shall be approved by the Engineer prior to ordering or placing any material.

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

CONCRETE CURB TYPE B (HEIGHT SPECIFIED), COLORED

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

SP-27 PAVEMENT MARKINGS, SPECIAL

Description: this work includes installation of interconnected surface-applied preformed thermoplastic crosswalks. Furnished and installed material shall be (or approved equal):

- TrafficPatterns by Ennis-Flint, Inc.
 - "Herringbone" pattern
 - "Brick Red" brick color
 - "White" background color
 - Borders:
 - "TP36" border: "Brick Red" brick color, "White" background color
 - "TP41" border: "Brick Red" brick color, "White" background color
 - 6"-wide solid white stripe along edge

Use

A durable, pavement overlay marking material suitable for streetscape and traffic calming purposes on public roads and private properties. The material shall be equally suitable for concrete and asphalt surfaces.

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The material must be a resilient preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements and where the top surface contains anti-skid/anti-slip elements. These anti-skid/anti-slip elements must have a minimum hardness of 8 (Mohs scale) and meet the following gradation:

Size Gradation		Intermix		Drop - On	
US Mesh	µm	Retained, %	Passing, %	Retained, %	Passing, %
10	2000	0 - 10%	90 - 100%		
12	1700	5 - 25%	75 - 95%		
14	1400	15 - 50%	50 - 85%		
16	1180	15 - 50%	50 - 85%	0 - 5%	95 - 100%
18	1000	10 - 30%	70 - 90%	0 - 10%	90 - 100%
20	850	0 - 5%	95 - 100%	5 - 25%	75 - 95%
25	710	0 - 2%	98 - 100%	15 - 50%	50 - 85%
30	600			15 - 50%	50 - 85%
35	500			5 - 25%	75 - 95%
40	425			0 - 10%	90 - 100%

The material must be resistant to the detrimental effects of motor fuels, antifreeze, lubricants, hydraulic fluids, etc.

The material shall be capable of being applied on bituminous and/or portland cement concrete pavements primarily by the use of an infrared heater supplied by the material manufacturer. A handheld propane heat torch supplied by the material manufacturer may be used in isolated areas. The use of a compactor or similar equipment shall not be necessary. The material must be able to be applied to asphalt and concrete surfaces without preheating the application surface to a specific temperature. The material must be capable of being affixed to green concrete (concrete that has set but not appreciably hardened). The material shall not require the portland cement concrete application areas to be cured or dried out.

The material must be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. It shall not be necessary to use a grid template or to make pattern grooves or other indentations in the asphalt or concrete surface prior to applying the material. It shall not be necessary to inlay the material in grooves or indentations. It shall not be necessary to heat the pavement or application surface to a specific temperature.

The material is typically supplied in segments measuring 24 in. (61cm) by 24 in. (61cm). The material must be factory assembled and interconnected with a compatible material, so that it is unnecessary to assemble the individual "brick" pieces at the jobsite. Certain 24 in. (61cm) by 24 in. (61cm) material segments may be rotated to create additional pattern options using standard parts.

Interchangeable, patterned borders shall be available in either 8 in. (20cm) or 12 in. (30cm) wide by 24 in.

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(61cm) long sizes, to allow flexibility in design options using standard parts.

The material must be able to be applied in temperatures down to 45°F (7.2°C) without any special storage, preheating or treatment of the material before application.

The material must be able to be applied to asphalt and concrete surfaces without using a grid template and without forming a pattern in the pavement substrate. Heating indicators must be evenly distributed on the surface of the material in order to ensure correct application.

The material must cover the entire application area and be flush across the surface. Once applied, no part of the pavement surface should be visible in the application area.

Manufacturing control and ISO certification

The manufacturer must be ISO 9001:2015 certified for design, development and manufacturing of preformed thermoplastic, and provide proof of current certification.

Material

Material must be composed of an ester modified rosin impervious to degradation by motor fuels, lubricants, etc. in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements. Pigments and anti-skid/anti-slip elements must be uniformly distributed throughout the material. The thermoplastic material conforms to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and potentially being of a color different from white or yellow.

Pigments:

- **White:** The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected.
- **Red, Blue, and Yellow:** The material shall be manufactured with sufficient pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected. The pigment system must not contain heavy metals nor any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.
- **Other Colors:** The pigment system must not contain heavy metals nor any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

Heating indicators: The top surface of the material shall have regularly spaced indents. These indents shall act as a visual cue during application that the material has reached a molten state allowing for satisfactory adhesion and proper embedment of anti-skid/anti-slip elements, and a post-application visual cue that the application procedures have been followed.

Skid Resistance: The surface of the preformed thermoplastic material shall contain factory applied anti-skid material with a minimum hardness of 8 (Mohs scale). Upon application the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

Slip Resistance: The surface of the preformed thermoplastic material shall contain factory applied anti-skid material with a minimum hardness of 8 (Mohs scale). Upon application the material shall provide a minimum

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static friction of coefficient of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

Thickness: The material must be supplied at a minimum thickness of 125 mil (3.18mm).

Environmental Resistance: The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

Interconnected: The material must consist of interconnected individual pieces of preformed thermoplastic pavement marking material, which through a variety of colors and patterns, make up the desired design. The individual pieces in each material segment, typically 24 in. (61cm) by 24 in. (61cm), must be factory assembled and interconnected with a compatible material so that in the field it is not necessary to assemble the individual pieces within a material segment. Multiple patterned border segment options shall be available in the material in either 8 in. (20cm) or 12 in. (30cm) wide by 24 in. (61cm) long sizes.

Application

Manufacturer Certified Applicator Requirement: The material shall be supplied and applied only by an applicator certified by the material manufacturer. The applicator shall provide proof of current certification before commencing work. The Certified Applicator shall follow the material manufacturer's current published application procedures.

Asphalt and Portland Cement Concrete: The material shall be applied primarily by using an infrared heater supplied by the material manufacturer. A handheld propane heat torch supplied by the material manufacturer may be used in isolated areas. The material must be able to be applied at ambient and road temperatures down to 45°F (7.2°C) without any preheating of the pavement to a specific temperature. A sealer specified and supplied by the material manufacturer must be applied to the substrate prior to material application to ensure proper adhesion, and to provide bond reinforcement for larger volumes of material. The sealer must be supplied by the material manufacturer in 300/600ml cartridges along with sealer application supplies. A thermometer shall not be required during the application process. The pavement shall be clean, dry and free of debris. The supplier must provide current application instructions to the Certified Applicator.

Packaging

The preformed thermoplastic material shall be placed in protective plastic film with cardboard stiffeners where necessary to prevent damage in transit. The cartons in which packed shall be non-returnable and shall not exceed 25 in. (64cm) in length and 25 in. (64cm) in width. Packages shall be labeled for ease of identification. The weight of the individual carton must not exceed fifty (50) pounds (23kg). A protective film around the box must be applied in order to protect the material from rain or premature aging.

SP-28 SOIL AND MULCH LANDSCAPING BED

Description: This work includes installation of soil with a layer of mulch on top, in locations called out on the plans, or as directed by the Engineer. In locations identified for this work, the Contractor will excavate to a depth of two (2) feet from proposed grade of the surrounding sidewalk and/or curb and gutter, and will place 18" of topsoil material, followed by 4" of mulch, or as directed by the Engineer.

The topsoil to be used can be obtained from either within the project limits, or can originate from outside the project limits and transported to site. The mulch to be used shall be shredded tree wood material, and shall be

SP-29 BRICK SIDEWALK REMOVAL [REVISED PER ADDENDUM 1]

Description: This work includes the removal of bricks/pavers and any and all base material and transportation of bricks/pavers within the project limits. Bricks, pavers, and detectable warning pieces to be removed as indicated on the plans or as directed by the Engineer shall be carefully removed to minimize breaking, piled and secured in a neat and orderly fashion on pallets, skids, or equivalent, and either transported to the Public Works building at 5101 Walnut Ave, or disposed of, as directed by the Engineer. Any metal edging found next to the bricks shall be removed and disposed of.

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

BRICK SIDEWALK REMOVAL

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

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dark brown in appearance. The topsoil shall be placed in a neat and professional manner to 2” below finished surface. The finished surface of the topsoil shall be level with all depressions filled and shall be placed to a density in accordance with standard practice for proper landscaping technique. The final product of the topsoil and mulch restoration shall have a neat and professional appearance. The slope of the work shall not exceed 10 percent in any direction. If, for any reason, the grading does not meet approval, it shall be cause for rejection of work and the Contractor will be required to correct the appearance prior to its acceptance for final payment.

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

SOIL AND MULCH LANDSCAPING BED

which price shall be payment in full for the work as specified herein, including excavation of all material to the depth specified, and placing topsoil and mulch materials.

SP-29 BRICK SIDEWALK REMOVAL

Description: This work includes the removal of bricks/pavers and any and all base material and transportation of bricks/pavers within the project limits. Bricks, pavers, and detectable warning pieces to be removed as indicated on the plans or as directed by the Engineer shall be carefully removed to minimize breaking, piled and secured in a neat and orderly fashion on pallets, skids, or equivalent, and transported to the Public Works building at 5101 Walnut Ave. Any metal edging found next to the bricks shall be removed and disposed of.

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

BRICK SIDEWALK REMOVAL

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

SP-30 CLASS D PATCHES, SPECIAL

Description: This work shall be in accordance with all applicable portions of Section 442 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

The patch shall be completed as shown on the plans, or as directed by the Engineer.

This work shall include the removal of all materials in the locations shown on the plans or as directed by the Engineer. Any bricks shall be salvaged and transported to Public Works, as described in Special Provision BRICK SIDEWALK REMOVAL.

Each patch is to have a full depth saw cut and then be removed. Saw cutting of the patches and removal of the existing pavement, including sub-base is to be included in the cost of this item.

Within local street pavements, the replacement patch material shall be 8” in depth and shall consist of the following:

- 2” HMA Surface Course Mix “D”, N50
- 6” HMA Binder Course IL-19.0, N50

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)

Bituminous Materials (Prime Coat) and Aggregate (Prime Coat) shall be provided in accordance with the Standard Specifications for Road and Bridge Construction. Prime coat materials shall be considered included in the cost of the contract unit price for CLASS D PATCHES, SPECIAL.

The CONTRACTOR shall provide density testing of patching in accordance with the hot-mix asphalt testing requirements of the Illinois Department of Transportation. This work shall be considered included in the cost of the contract unit price for CLASS D PATCHES, SPECIAL.

Method of Measurement. This work will be measured in place in square yards.

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

CLASS D PATCHES, SPECIAL

Which price shall include all labor, materials, and equipment necessary to construct the pavement patch and any other items required to complete the work as specified on the plans and described herein. No additional payment will be made for the salvage of the bricks in the areas to be patched, and the salvage and transportation of the bricks shall be considered incidental to the patch work and pay item.

SP- 31 CLASS B PATCHES, SPECIAL

Description: This work shall be in accordance with all applicable portions of Section 442 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

The patch shall be completed as shown on the plans, or as directed by the Engineer.

This work shall include the removal of all materials in the locations shown on the plans or as directed by the Engineer. Any bricks shall be salvaged and transported to Public Works, as described in Special Provision BRICK SIDEWALK REMOVAL.

Each patch is to have a full depth saw cut and then be removed. Saw cutting of the patches and removal of the existing pavement, including sub-base is to be included in the cost of this item.

Within local street pavements, the replacement concrete patch material shall be 10" in depth.

Method of Measurement. This work will be measured in place in square yards.

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

CLASS B PATCHES, SPECIAL

Which price shall include all labor, materials, and equipment necessary to construct the pavement patch and any other items required to complete the work as specified on the plans and described herein. No additional payment will be made for the salvage of the bricks in the areas to be patched, and the salvage and transportation of the bricks shall be considered incidental to the patch work and pay item.

SP-32 DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)

Description: This work shall consist of vertical adjustment of fire domestic water service boxes as indicated by the plans. This work shall follow all applicable portions of Section 561 of the Standard Specifications and also in accordance with the Standard Specifications for Sewer and Water Construction in Illinois, latest edition.

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

DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED,

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

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)
[ADDENDUM 2]

SP-33 MOBILIZATION

Description: This work shall be in accordance with all applicable portions of Section 671 of the Standard Specifications for Road and Bridge Construction, except as modified herein.

Pursuant to Section I, 9.1 of the Call for Bid document, the Village may “accept or reject any Bid or any item of any Bid.” The Contract includes five locations, which are shown as separate bids in the Schedule of Prices. As shown in the Schedule of Prices, the contractor shall provide five separate unit prices for MOBILIZATION, with each unit price based on the number of locations awarded by the Village.

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

MOBILIZATION

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)

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:

Alliance Contractors, Inc

Company Name

August 31, 2021

Date

1166 Lake Avenue

Street Address of Company

estimating@alliancecontractors.com

E-mail Address

Woodstock, IL 60098

City, State, Zip

Scott A. Marquart

Contact Name (Print)

815.338.5900

Business Phone

815.338.5900

24-Hour Telephone

815.338.9109

Business Fax

Scott A. Marquart

Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Scott A. Marquart, Vice President

Print Name & Title

Kevin B. Dees

Signature of Corporation Assistant Secretary

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

VILLAGE OF DOWNERS GROVE:

David Fieldman

Authorized Signature

ATTEST: *Kevin B. Dees*

Village Clerk

David Fieldman

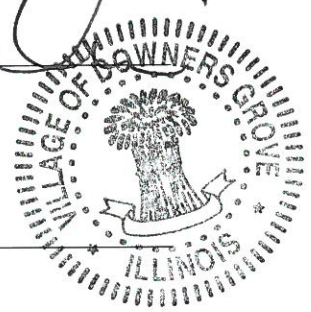
Title

9-8-2021

Date

9-8-2021

Date



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

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

FOR

**2021 DBD CROSSWALK & ACCESSIBILITY UPGRADES
BID # S-007-21**

August 25, 2021

ITEM AND DESCRIPTION:

1. **REPLACE**
"SCHEDULE OF PRICES" on pages 51 through 55 of the Call for Bid document and sheet 3 of the plans with the attached "SCHEDULE OF PRICES [REVISED PER ADDENDUM 1]."
2. **REPLACE**
Special Provision "SP-29 BRICK SIDEWALK REMOVAL" on page 46 of the Call for Bid document with the attached special provision "SP-29 BRICK SIDEWALK REMOVAL [REVISED PER ADDENDUM 1]."
3. **REPLACE**
Note 1 on sheets 5, 7, 9, 11, and 13 with: "PEDESTRIAN ACCESS MAY ONLY BE DISTURBED FOR TWO CORNERS AT ANY GIVEN TIME UNLESS DIRECTED BY THE VILLAGE. TEMPORARY STONE MAY BE USED TO MAINTAIN ACCESS AFTER REMOVALS HAVE TAKEN PLACE."
4. **REPLACE**
Streetprint dimensions table on sheet 13 of the plans with the attached "STREETPRINT DIMENSIONS [REVISED PER ADDENDUM 1]."
5. **ADD**
Sidewalk details per the attached "SIDEWALK DETAILS."

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

**End of Addendum No. 1
August 25, 2021**

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: 2021 DBD CROSSWALK & ACCESSIBILITY UPGRADES

PROPOSAL/BID NUMBER: BID # S-007-21

PROPOSAL/BID OPENING: August 25, 2021

ADDENDUM NO.: 1

PROPOSER/BIDDER: Alliance Contractors, Inc

ADDRESS: 1166 Lake Avenue, Woodstock, IL 60098

RECEIVED BY: Scott A. Marquart
(NAME)


(SIGNATURE)

DATE: August 25, 2021

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 2

FOR

2021 DBD CROSSWALK & ACCESSIBILITY UPGRADES
BID # S-007-21

August 26, 2021

ITEM AND DESCRIPTION:

- 1. REPLACE**
"SCHEDULE OF PRICES [REVISED PER ADDENDUM 1]" on pages 51 through 55 of the Call for Bid document and sheet 3 of the plans with the attached "SCHEDULE OF PRICES [REVISED PER ADDENDUM 2]."
- 2. ADD**
The attached special provision "SP-33 MOBILIZATION" to the Call for Bid document.

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

End of Addendum No. 2
August 26, 2021

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS



Illinois Department of Transportation

Local Agency Proposal Bid Bond

Route 2021 DBD Crosswalk
County DuPage Co
Local Agency Village of Downers Grove
Section

RETURN WITH BID

PAPER BID BOND

WE Alliance Contractors, Inc., 1166 Lake Avenue, Woodstock, IL 60098 as PRINCIPAL, and Travelers Casualty and Surety Company of America, 215 Shuman Boulevard, Naperville, IL 60563 as SURETY, are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 31st day of August 2021

Principal

Alliance Contractors, Inc. (Company Name)
By: Scott A. Marquart Vice President (Signature and Title)

(Company Name)
By: (Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Travelers Casualty and Surety Company of America (Name of Surety)

By: Karena Rios (Signature of Attorney-in-Fact)

STATE OF ILLINOIS, COUNTY OF McHenry

I, Dawn Thibadeau, a Notary Public in and for said county, do hereby certify that Scott A. Marquart and Karena Rios

(insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of August 2021

My commission expires

May 13, 2022



(Signature of Notary Public)

(Notary Public)

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code (grid)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



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

POWER OF ATTORNEY


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

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



State of Connecticut

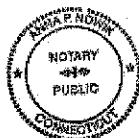
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

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

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

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

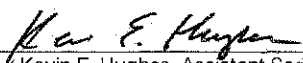
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this 31st day of August, 2021.




Kevin E. Hughes, Assistant Secretary

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

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)
 [ADDENDUM 2]

SCHEDULE OF PRICES [REVISED PER ADDENDUM 2]

BID FOR LOCATION I - PARKING GARAGE AND MOCHEL DR

Pay Item #	Spec. #	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
1	SP-11	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	LSUM	1.0	5000.00	5000.00
2	SP-7	CONSTRUCTION STAKING	LSUM	1.0	4525.00	4525.00
3	40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	33.0	142.00	4686.00
4	SP-17	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED	SQ FT	2,100.0	12.80	26880.00
5	SP-18	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED WITH SCORED PATTERN	SQ FT	289.0	18.70	5404.30
6	SP-19	DETECTABLE WARNINGS	SQ FT	72.0	30.00	2160.00
7	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	457.0	9.00	4113.00
8	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	195.0	18.50	3607.50
9	44000600	SIDEWALK REMOVAL	SQ FT	1,562.0	4.85	7575.70
10	SP-30	CLASS D PATCHES, SPECIAL	SQ YD	50.0	125.00	6250.00
11	SP-23	FRAMES AND LIDS TO BE ADJUSTED	EACH	1.0	1200.00	1200.00
12	SP-26	CONCRETE CURB, TYPE B, 6", COLORED	FOOT	35.0	49.80	1743.00
13	SP-14	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	195.0	38.10	7429.50
14	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	75.0	14.00	1050.00
15	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	27.0	80.00	2160.00
16	SP-29	BRICK SIDEWALK REMOVAL	SQ FT	1,072.0	4.85	5199.20
17	SP-27	PAVEMENT MARKINGS, SPECIAL	SQ FT	597.0	16.25	9700.00
18	SP-8	STREET SWEEPING AND DUST CONTROL	HOOR	5.0	215.00	1075.00
19	SP-9	PERIMETER EROSION BARRIER	FOOT	15.0	5.00	75.00
20	SP-9	INLET FILTERS	EACH	5.0	25.00	125.00
21	SP-10	PRECONSTRUCTION VIDEO TAPING	LSUM	1.0	815.00	815.00
22	SP-12	SOD RESTORATION	SQ YD	5.0	75.00	375.00
23	SP-15	AGGREGATE FOR TEMPORARY ACCESS	CU YD	40.0	50.00	2000.00
24	SP-22	EXPLORATORY TRENCH	CU YD	2.0	25.00	50.00
25	25200200	SUPPLEMENTAL WATERING	UNIT	1.0	0.10	0.10
26	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	2.0	50.00	100.00
27	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	10.0	17.50	175.00
28	40600290	BITUMINOUS MATERIALS (TACK COAT)	GAL	224.0	5.00	1120.00
29	SP-28	SOIL AND MULCH LANDSCAPING BED	SQ FT	325.0	16.25	5281.25
30	SP-21	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	1.0	100.00	100.00
31	SP-13	TREE ROOT PRUNING	FOOT	10.0	10.00	100.00
32	40600827	LEVELING BINDER (MACHINE METHOD), N50	TON	21.0	140.00	2940.00

BASE BID TOTAL 113,188.60 26

ALTERNATE BID			UNIT	QTY		
6	SP-19	DETECTABLE WARNINGS	SQ FT	-72.0	30.00	-2160.00
33	SP-19	DETECTABLE WARNINGS - CAST IRON	SQ FT	72.0	50.00	3600.00

ALTERNATE BID TOTAL 1,440.00

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)
 [ADDENDUM 2]

BID FOR LOCATION J - CURTISS ST AND MOCHEL DR

Pay Item #	Spec. #	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
1	SP-11	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	LSUM	1.0	11600.00	11600.00
2	SP-7	CONSTRUCTION STAKING	LSUM	1.0	4950.00	4950.00
3	40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	14.0	175.00	2450.00
4	SP-17	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED	SQ FT	2,190.0	12.80	28032.00
5	SP-18	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED WITH SCORED PATTERN	SQ FT	801.0	18.70	14978.70
6	SP-19	DETECTABLE WARNINGS	SQ FT	160.0	30.00	4800.00
7	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	116.0	10.00	1160.00
8	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	215.0	18.50	3977.50
9	44000600	SIDEWALK REMOVAL	SQ FT	1,903.0	4.85	9229.55
10	SP-30	CLASS D PATCHES, SPECIAL	SQ YD	19.0	125.00	2375.00
11	SP-23	FRAMES AND LIDS TO BE ADJUSTED	EACH	3.0	1200.00	3600.00
12	SP-26	CONCRETE CURB, TYPE B, 6", COLORED	FOOT	160.0	49.80	7968.00
13	SP-14	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	215.0	38.10	8191.50
14	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	20.0	14.00	280.00
15	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	12.0	80.00	960.00
16	SP-29	BRICK SIDEWALK REMOVAL	SQ FT	1,495.0	4.85	7250.75
17	X8140115	HANDHOLE TO BE ADJUSTED	EACH	2.0	1500.00	3000.00
18	SP-27	PAVEMENT MARKINGS, SPECIAL	SQ FT	1,210.0	16.65	20146.50
19	SP-8	STREET SWEEPING AND DUST CONTROL	HOUR	5.0	215.00	1075.00
20	SP-9	PERIMETER EROSION BARRIER	FOOT	80.0	5.00	400.00
21	SP-9	INLET FILTERS	EACH	5.0	25.00	125.00
22	SP-10	PRECONSTRUCTION VIDEO TAPING	LSUM	1.0	825.00	825.00
23	SP-12	SOD RESTORATION	SQ YD	12.0	76.00	900.00
24	SP-15	AGGREGATE FOR TEMPORARY ACCESS	CU YD	40.0	50.00	2000.00
25	SP-22	EXPLORATORY TRENCH	CU YD	2.0	25.00	50.00
26	25200200	SUPPLEMENTAL WATERING	UNIT	1.0	0.10	0.10
27	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	2.0	50.00	100.00
28	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	10.0	17.50	175.00
29	40800025	BITUMINOUS MATERIALS (TACK COAT)	GAL	54.0	5.00	270.00
30	SP-28	SOIL AND MULCH LANDSCAPING BED	SQ FT	380.0	16.25	6175.00
31	SP-21	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	1.0	100.00	100.00
32	SP-32	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1.0	150.00	150.00
33	SP-31	CLASS B PATCHES, SPECIAL	SQ YD	40.0	325.00	13000.00

BASE BID TOTAL 160,284.40 kb

ALTERNATE BID			UNIT	QTY	
6	SP-19	DETECTABLE WARNINGS	SQ FT	-160.0	30.00 - 4800.00
34	SP-19	DETECTABLE WARNINGS - CAST IRON	SQ FT	160.0	50.00 8000.00

ALTERNATE BID TOTAL 3,200.00

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)
 [ADDENDUM 2]

BID FOR LOCATION L - CURTISS ST AND WASHINGTON ST

Pay Item #	Spec. #	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
1	SP-11	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	LSUM	1.0	8650.00	8650.00
2	SP-7	CONSTRUCTION STAKING	LSUM	1.0	4125.00	4125.00
3	40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	19.0	175.00	3325.00
4	SP-17	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED	SQ FT	1,653.0	12.80	21158.40
5	SP-18	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED WITH SCORED PATTERN	SQ FT	112.0	18.70	2094.40
6	SP-19	DETECTABLE WARNINGS	SQ FT	92.0	30.00	2760.00
7	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	170.0	10.00	1700.00
8	44000300	CURB REMOVAL	FOOT	7.0	18.50	129.50
9	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	121.0	18.50	2238.50
10	44000600	SIDEWALK REMOVAL	SQ FT	1,427.0	4.85	6920.95
11	SP-30	CLASS D PATCHES, SPECIAL	SQ YD	25.0	125.00	3125.00
12	SP-26	CONCRETE CURB, TYPE B, 6", COLORED	FOOT	7.0	49.80	348.60
13	SP-14	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	121.0	38.10	4610.10
14	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	50.0	14.00	700.00
15	SP-29	BRICK SIDEWALK REMOVAL	SQ FT	365.0	4.85	1770.25
16	SP-27	PAVEMENT MARKINGS, SPECIAL	SQ FT	900.0	16.65	14985.00
17	SP-8	STREET SWEEPING AND DUST CONTROL	HOURL	5.0	315.00	1575.00
18	SP-9	PERIMETER EROSION BARRIER	FOOT	20.0	5.00	100.00
19	SP-9	INLET FILTERS	EACH	6.0	25.00	150.00
20	SP-10	PRECONSTRUCTION VIDEO TAPING	LSUM	1.0	815.00	815.00
21	SP-12	SOD RESTORATION	SQ YD	95.0	75.00	7125.00
22	SP-15	AGGREGATE FOR TEMPORARY ACCESS	CU YD	40.0	50.00	2000.00
23	SP-22	EXPLORATORY TRENCH	CU YD	2.0	25.00	50.00
24	25200200	SUPPLEMENTAL WATERING	UNIT	1.0	0.10	0.10
25	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	2.0	50.00	100.00
26	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	10.0	17.50	175.00
27	40800025	BITUMINOUS MATERIALS (TACK COAT)	GAL	80.0	5.00	400.00

BASE BID TOTAL 90,630.80 ^{lb}

ALTERNATE BID			UNIT	QTY		
6	SP-19	DETECTABLE WARNINGS	SQ FT	-92.0	30.00	-2760.00
28	SP-19	DETECTABLE WARNINGS - CAST IRON	SQ FT	92.0	50.00	4600.00

ALTERNATE BID TOTAL 1,840.00

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)
 [ADDENDUM 2]

BID FOR LOCATION Q - CURTISS ST AND FOREST AVE

Pay Item #	Spec. #	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
1	SP-11	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	LSUM	1.0	8000.00	8000.00
2	SP-7	CONSTRUCTION STAKING	LSUM	1.0	4125.00	4125.00
3	40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	6.0	250.00	1500.00
4	SP-17	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED	SQ FT	1,215.0	12.80	15552.00
5	SP-18	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED WITH SCORED PATTERN	SQ FT	297.0	18.70	5563.90
6	SP-19	DETECTABLE WARNINGS	SQ FT	70.0	30.00	2100.00
7	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	32.0	25.00	800.00
8	44000300	CURB REMOVAL	FOOT	43.0	18.50	795.50
9	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	97.0	18.50	1794.50
10	44000600	SIDEWALK REMOVAL	SQ FT	947.0	4.85	4592.95
11	SP-30	CLASS D PATCHES, SPECIAL	SQ YD	67.0	125.00	8375.00
12	SP-23	FRAMES AND LIDS TO BE ADJUSTED	EACH	1.0	1200.00	1200.00
13	SP-26	CONCRETE CURB, TYPE B, COLORED	FOOT	81.0	49.80	4033.80
14	SP-14	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	97.0	38.10	3695.70
15	SP-29	BRICK SIDEWALK REMOVAL	SQ FT	544.0	4.85	2638.40
16	X8140115	HANDHOLE TO BE ADJUSTED	EACH	1.0	1500.00	1500.00
17	SP-27	PAVEMENT MARKINGS, SPECIAL	SQ FT	593.0	16.45	9873.45
18	SP-8	STREET SWEEPING AND DUST CONTROL	HOUR	5.0	315.00	1575.00
19	SP-9	PERIMETER EROSION BARRIER	FOOT	20.0	5.00	100.00
20	SP-9	INLET FILTERS	EACH	6.0	25.00	150.00
21	SP-10	PRECONSTRUCTION VIDEO TAPING	LSUM	1.0	815.00	815.00
22	SP-12	SOD RESTORATION	SQ YD	14.0	75.00	1050.00
23	SP-15	AGGREGATE FOR TEMPORARY ACCESS	CU YD	40.0	50.00	2000.00
24	SP-22	EXPLORATORY TRENCH	CU YD	2.0	25.00	50.00
25	25200200	SUPPLEMENTAL WATERING	UNIT	1.0	0.10	0.10
26	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	2.0	50.00	100.00
27	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	10.0	17.50	175.00

BASE BID TOTAL 81,645.30 lb

ALTERNATE BID			UNIT	QTY		
6	SP-19	DETECTABLE WARNINGS	SQ FT	-70.0	30.00	-2100.00
28	SP-19	DETECTABLE WARNINGS - CAST IRON	SQ FT	70.0	50.00	3500.00

ALTERNATE BID TOTAL 1,400.00

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)
 [ADDENDUM 2]

BID FOR LOCATION R - GILBERT AVE AND FOREST AVE

Pay Item #	Spec. #	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
1	SP-11	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	LSUM	1.0	14100.00	14100.00
2	SP-7	CONSTRUCTION STAKING	LSUM	1.0	3025.00	3025.00
3	40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	4.0	250.00	1000.00
4	SP-17	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED	SQ FT	550.0	12.80	7040.00
5	SP-18	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, COLORED WITH SCORED PATTERN	SQ FT	215.0	18.70	4020.50
6	SP-19	DETECTABLE WARNINGS	SQ FT	75.0	30.00	2250.00
7	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	15.0	40.00	600.00
8	44000300	CURB REMOVAL	FOOT	18.0	18.50	333.00
9	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	49.0	18.50	906.50
10	44000800	SIDEWALK REMOVAL	SQ FT	609.0	4.85	2953.65
11	SP-30	CLASS D PATCHES, SPECIAL	SQ YD	30.0	125.00	3750.00
12	SP-26	CONCRETE CURB, TYPE B, COLORED	FOOT	13.0	49.80	647.40
13	SP-14	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	49.0	38.10	1866.90
14	SP-29	BRICK SIDEWALK REMOVAL	SQ FT	257.0	4.85	1246.45
15	SP-27	PAVEMENT MARKINGS, SPECIAL	SQ FT	1,246.0	16.65	20745.90
16	SP-8	STREET SWEEPING AND DUST CONTROL	HOURL	5.0	215.00	1075.00
17	SP-9	PERIMETER EROSION BARRIER	FOOT	20.0	5.00	100.00
18	SP-9	INLET FILTERS	EACH	3.0	25.00	75.00
19	SP-10	PRECONSTRUCTION VIDEO TAPING	LSUM	1.0	815.00	815.00
20	SP-12	SOD RESTORATION	SQ YD	158.0	75.00	11850.00
21	SP-15	AGGREGATE FOR TEMPORARY ACCESS	CU YD	20.0	50.00	1000.00
22	SP-22	EXPLORATORY TRENCH	CU YD	2.0	25.00	50.00
23	25200200	SUPPLEMENTAL WATERING	UNIT	1.0	0.10	0.10
24	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	2.0	50.00	100.00
25	35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	10.0	17.50	175.00
26	SP-18	SAW CUT PATTERN ON EXISTING SIDEWALK	SQ FT	114.0	5.90	672.60
27	SP-21	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	1.0	100.00	100.00
28	40800025	BITUMINOUS MATERIALS (TACK COAT)	GAL	10.0	5.00	50.00

BASE BID TOTAL 80,548.00

ALTERNATE BID			UNIT	QTY	
9	SP-19	DETECTABLE WARNINGS	SQ FT	-75.0	30.00 - 2250.00
29	SP-19	DETECTABLE WARNINGS - CAST IRON	SQ FT	75.0	50.00 3750.00

ALTERNATE BID TOTAL 1,500.00

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)
[ADDENDUM 2]

MOBILIZATION BY NUMBER OF AWARDED LOCATIONS

Pay Item #	Spec. #	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
1	SP-33	MOBILIZATION FOR ONE LOCATION	LSUM	1.0	1.00	1.00
2	SP-33	MOBILIZATION FOR TWO LOCATIONS	LSUM	1.0	1.00	1.00
3	SP-33	MOBILIZATION FOR THREE LOCATIONS	LSUM	1.0	1.00	1.00
4	SP-33	MOBILIZATION FOR FOUR LOCATIONS	LSUM	1.0	1.00	1.00
5	SP-33	MOBILIZATION FOR FIVE LOCATIONS	LSUM	1.0	1.00	1.00

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to 2021 DBD Crosswalk & Accessibility, Bidder Alliance Contractors, Inc
(Name of Project) (Name of Bidder)

hereby certifies the following:

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

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)

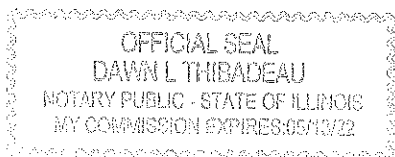
BIDDER'S CERTIFICATION (page 2 of 3)

BY: *Scott Arslan*
Bidder's Authorized Agent

3 6 - 2 9 0 2 8 5 0

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me

this 31st day of August, 2021

Dawn L. Thibadeau
Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

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

President: Michael J. Paulson

Secretary: Helen J. Ruth

Treasurer: _____

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

Limited Liability Company (LLC)

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

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)

BIDDER'S CERTIFICATION (page 3 of 3)

(c) Partnership

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

Names and Addresses of All Partners:

(d) Sole Proprietor

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

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

INSURER'S NAME: Cincinnati Insurance

AGENT: Arthur J. Gallagher

Street Address: 338 Memorial Dr., Suite 100


City, State, Zip Code: Crystal Lake, IL 60014

Telephone Number: 815.459.6300

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

Print Name of Company: Alliance Contractors, Inc

Print Name and Title of Authorizing Signature: Scott A. Marquart, Vice President

Signature: 

Date: August 31, 2021

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)

MUNICIPAL REFERENCE LIST

Municipality: see attached Reference Listing

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

CONTRACTOR JOB REFERENCES

Job Name: Downtown Streetscape Improvements
Contact: Village of Huntley
Phone No.: 847-515-5200
Type of Work: Reconstruction of Downtown
Contract Amount \$ 2,928,890.58

Job Name: Charles Street Box Culvert
Contact: City of Rockford
Phone No.: 779-348-7300
Type of Work: Concrete Box Culvert
Contract Amount \$ 871,145.99

Job Name: Grass Lake Road Retaining Wall Rehab
Contact: Lake County Division of Transportation
Phone No. 847-377-7400
Type of Work: Retaining Wall Rehab
Contract Amount \$ 1,383,796.96

Job Name: IL 23/Marengo/#62C84
Contact: Peter Baker and Son Co.
Phone No. 847-362-3663
Type of Work: Concrete Patching
Contract Amount \$ 214,047.85

Job Name: Remington Point/Volo
Contact: Lennar Homes
Phone No.: 224-293-3107
Type of Work: Concrete Curb and Gutter
Contract Amount \$ 216,354.60

Job Name: Melody Farms/Vernon Hills
Contact: Graycor, Inc.
Phone No.: 630-684-7151
Type of Work: Concrete Site Work
Contract Amount \$ 914,748.84

In the past five (5) years, Alliance has completed many projects for the State of Illinois, including, but not limited to:

Columbine Avenue/Lombard
Contract # 61A54
Contract Amount \$ 2,285,631.66

LaGrange Traffic Signals
Contract #62A47
Contract Amount \$ 2,303,359.23

Harlem Avenue/Forest View
Contract #60V42
Contract Amount \$ 1,767,008.45

Glenview Road/Glenview
Contract #61D32
Contract Amount 2,996,945.49

Harvard Box Culvert
Contract #61E23
Contract Amount \$ 399,110.90

US 20 Turn Lane/Rockford
Contract #64L90
Contract Amount \$ 533,142.82

For information regarding performance, contact: Illinois Department of Transportation
201 West Center Court
Schaumburg, IL 60196-1096
847-705-4110

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)

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.)

Geneva Construction Company
PO Box 998
Indian Trail and Route 25
Aurora, IL 60507

Work Asphalt
_____ State _____ Zip _____

Landscapes by Gary Weiss
9314 McConnell Road
Woodstock, IL 60098

Work Landscaping
_____ State _____ Zip _____

Surface Construction
516 N. Ogden Avenue, #166
Chicago, IL 60642-6421

f Work Art. Mfg Spl.
_____ State _____ Zip _____

Hamilton Consulting Engineers
3230 Executive Drive
Joliet, IL 60431-8401

f Work Const. Layout
_____ State _____ Zip _____

RoadSafe Traffic Systems
12225 Disk Drive
Romeoville, IL 60441

f Work Traffic Control & Thermo
_____ State _____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: see attached Leadership Listing

Superintendent: _____

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____



By checking this box, the bidder hereby certifies that it complies with all requirements of SP-6 including at least three (3) contracts of similar nature and scope within the last five (5) years, and can provide detailed supporting information upon request.

Signed by: *Scott Anderson* (Corporate Seal)

Title: Vice President

Name & Address: Alliance Contractors, Inc

of Contractor 1166 Lake Avenue

or Vendor Woodstock, IL 60098

Subscribed and sworn to before me this 31st day of August, 2021

Dawn L. Thibadeau
Notary Public



Individual's Name	Present Position	Years Experience	Type of Work	In What Capacity
Charles W. Ruth	CEO	54	Road Construction	Estimator
Michael J. Paulson	President	42	Road Construction	Supt/Estimator
Scott A. Marquart	Vice President	41	Road Construction	Estimator/ Quality Control
Rodney F. Hisel	Vice President	41	Road Construction	Superintendent
Thomas Michelsen	Foreman	38	Road Construction	Bridge Foreman
Russell Lovins	Foreman	38	Road Construction	General Foreman
Doug Hauri	Shop Foreman	34	Road Construction	Mechanic/Shop Foreman
James Meyer	Foreman	30	Road Construction	Concrete Foreman
Eric Diedrick	Quality Control	27	Road Construction	Quality Control
Sergei Bereznov	Foreman	25	Road Construction	Bridge Foreman
Brad Spiniolas	Superintendent	23	Road Construction	Superintendent
Scott Ruth	Vice President	20	Road Construction	Supt/Quality Control
Roger Bates	Quality Control	20	Road Construction	Quality Control
Rogelio Torres	Foreman	16	Road Construction	Foreman
Eric Ruth	Vice President	19	Road Construction	Estimator
Kurt Montanye	Superintendent	18	Road Construction	Conc. Foreman/Quality Contr.
Daniel Privett	Quality Control	18	Road Construction	Quality Control
Nate Fruin	Foreman	14	Road Construction	General Foreman
Bill Kline	Foreman	14	Road Construction	Bridge Foreman
Keith Montanye	Foreman	11	Road Construction	General Foreman
Brad Sass	Foreman	9	Road Construction	General Foreman

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)

**VENDOR W-9 REQUEST FORM**

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

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

BUSINESS (PLEASE PRINT OR TYPE):NAME: Alliance Contractors, IncADDRESS: 1166 Lake AvenueCITY: WoodstockSTATE: ILZIP: 60098PHONE: 815.338.5900 FAX: 815.338.9109TAX ID #(TIN): 36-2902850

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: *Paul B. Lewis*DATE: 8/31/2021

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)

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: Alliance Contractors, Inc

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

see attached

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: Scott A. Marquart, Vice President

Signature: 

Date: August 31, 2021

K. Apprenticeship and Training Certification

1. DuPage County Cement Masons Local #803 Joint Apprenticeship Committee
2. Bureau of Apprenticeship and Training Operating Engineers Local #150
3. Chicagoland Laborers Training and Apprenticeship Program
4. Cement Masons Area Joint Apprenticeship and Cement Masons Union Local #502
5. Chicago and Northeast Illinois District Council of Carpenters Apprenticeship and Training Program

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)

BUY AMERICA CERTIFICATION

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

Instructions:

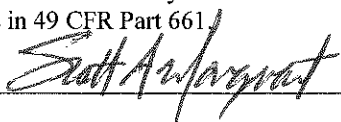
Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

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

Certificate of Compliance

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

Signature

Company Name Alliance Contractors, IncTitle Vice PresidentDate August 31, 2021**Certificate of Non-Compliance**

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

Signature _____

Company Name _____

Title _____

Date _____

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

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

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)

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: Alliance Contractors, Inc

Address: 1166 Lake Avenue

City: Woodstock, IL Zip Code: 60098

Telephone: (815) 338.5900 Fax Number: (815) 338.9109

E-mail Address: estimating@alliancecontractors.com

Authorized Company Signature: 

Print Signature Name: Scott A. Marquart Title of Official: Vice President

Date: August 31, 2021

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)

CAMPAIGN DISCLOSURE CERTIFICATE

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

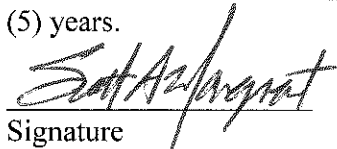
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

Scott A. Marquart
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____


Signature

Scott A. Marquart, Vice President
Print Name



Karena Rios
Account Manager, Construction Services, Travelers Bond
215 Shuman Blvd., Naperville, IL 60563
Telephone: (630) 961-7162
Fax: (866)216-5979
Email: krios4@travelers.com

August 31, 2021

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

RE: Alliance Contractors Inc.
1166 Lake Avenue, Woodstock, IL 60098

Project: 2021 DBD Crosswalk & Accessibility Upgrades
Downers Grove, IL

Ladies and Gentlemen:

We are pleased to share with you our experience as surety for ALLIANCE CONTRACTORS, INC. We consider ALLIANCE CONTRACTORS, INC. one of our outstanding and most valued clients in whom we have the highest confidence. Through the years this company has, in our opinion, remained properly financed, well equipped and capably managed.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA is prepared to give favorable consideration to the execution of contract performance and payment bonds running to the Owner, in association with the 2021 DBD Crosswalk & Accessibility Upgrades. We understand that ALLIANCE CONTRACTORS, INC.'S contract is in the \$7,000,000.00 Single to \$20,000,000.00 Aggregate range.

Our willingness to provide surety credit on this project is subject to ALLIANCE CONTRACTORS, INC.'S acceptance of an award of the contract, ALLIANCE CONTRACTORS, INC. applying to the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA on or about the day work is scheduled to begin for bonding, and ALLIANCE CONTRACTORS, INC. and us, as surety, determining that the contract documents, contract specifications and bond forms are acceptable.

We are pleased to share with you our experience with this fine organization. If you require any additional information, please let us know.

Best regards,

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA



Karena Rios
Attorney-in-Fact

Illinois Department of Transportation

Affidavit of Availability

For the Letting of: Sept. 17, 2021

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

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
	199026	Cont.	200007	200008		
Contract Number	61F37					
Contract With	IDOT		DiMeo	Lake Co. Grading		
Estimated Completion Date	12/1/2021		11/15/2021	10/1/2021		Accumulated
Total Contract Price	\$1,728,958.00		\$449,762.00	\$446,166.00		Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$320,775.00					\$320,775.00
Uncompleted Dollar Value if Firm is the Subcontractor			\$365,712.00	\$6,228.00		\$371,940.00
						\$692,715.00

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

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

					Accumulated Totals	
Earthwork					\$0.00	
Portland Cement Concrete Paving					\$0.00	
HMA Plant Mix					\$0.00	
HMA Paving					\$0.00	
Clean & Seal Cracks / Joints					\$0.00	
Aggregate Bases & Surfaces					\$0.00	
Highway, R.R. and Waterway Structures				\$6,228.00	\$6,228.00	
Drainage					\$0.00	
Electrical					\$0.00	
Cover and Seal Coats					\$0.00	
Concrete Construction	\$99,978.00		\$365,712.00		\$465,690.00	
Landscaping					\$0.00	
Fencing					\$0.00	
Guardrail					\$0.00	
Temp Soil Retention					\$0.00	
Sound Wall					\$0.00	
Cold Milling, Planning & Rotomilling					\$0.00	
Demolition					\$0.00	
Pavement Markings (Paint)					\$0.00	
Signing					\$0.00	
Layout					\$0.00	
Totals	\$99,978.00	\$0.00	\$365,712.00	\$6,228.00	\$0.00	\$471,918.00

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.

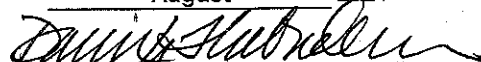
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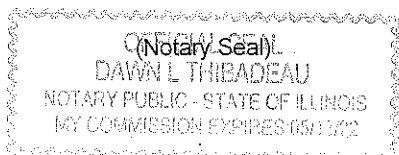
	1	Cont.	3	4	Awards Pending
Subcontractor	Deigan	K-5			
Type of Work	Spl Waste	Asphalt			
Subcontract Price	\$26,699.00	\$176,492.00			
Amount Uncompleted	\$0.00	\$27,440.00			
Subcontractor	Arteaga	Maint. Coatings			
Type of Work	Landscaping	Pvt Marking			
Subcontract Price	\$24,982.00	\$22,751.00			
Amount Uncompleted	\$13,517.00	\$6,815.00			
Subcontractor	Highway Safety	Hamilton			
Type of Work	Traffic Control	Const. Layout			
Subcontract Price	\$25,202.00	\$13,105.00			
Amount Uncompleted	\$2,510.00	\$2,100.00			
Subcontractor	Home Towne				
Type of Work	Electrical				
Subcontract Price	\$531,308.00				
Amount Uncompleted	\$168,415.00				
Subcontractor	Clean Cut				
Type of Work	Tree Removal				
Subcontract Price	\$5,900.00				
Amount Uncompleted	\$0.00				
Total Uncompleted	\$184,442.00	\$36,355.00	\$0.00	\$0.00	\$0.00

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

Subscribed and sworn to before me
this 31st day of
August 2021


Notary Public

My commission expires 5/13/2022



Type or Print Name Scott A. Marquart, Vice President
Officer or director Title

Signed



Company

Alliance Contractors, Inc.

Address

1166 Lake Avenue
Woodstock, Illinois 60098

Illinois Department of Transportation

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

Affidavit of Availability

For the Letting of: Sept. 17, 2021

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Part I. Work Under Contract

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	5 200030	6 21003	7 Cont.	8	Awards Pending	
Contract Number	61G47	60Y23				
Contract With	Home Towne	IDOT				
Estimated Completion Date	10/1/2021	11/1/2021				Accumulated
Total Contract Price	\$126,350.00	\$1,473,789.00				Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		\$1,473,789.00				\$1,794,564.00
Uncompleted Dollar Value if Firm is the Subcontractor	\$63,632.00					\$435,572.00
						\$2,230,136.00

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

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

						Accumulated Totals
Earthwork		\$196,298.00				\$196,298.00
Portland Cement Concrete Paving						\$0.00
HMA Plant Mix						\$0.00
HMA Paving						\$0.00
Clean & Seal Cracks / Joints						\$0.00
Aggregate Bases & Surfaces		\$42,984.00				\$42,984.00
Highway, R.R. and Waterway Structures		\$72,000.00				\$78,228.00
Drainage		\$119,113.00				\$119,113.00
Electrical						\$0.00
Cover and Seal Coats						\$0.00
Concrete Construction	\$63,632.00	\$140,041.00				\$669,363.00
Landscaping						\$0.00
Fencing						\$0.00
Guardrail						\$0.00
Temp Soil Retention						\$0.00
Sound Wall						\$0.00
Cold Milling, Planning & Rotomilling						\$0.00
Demolition						\$0.00
Pavement Markings (Paint)						\$0.00
Signing						\$0.00
Layout						\$0.00
Totals	\$63,632.00	\$570,436.00	\$0.00	\$0.00	\$0.00	\$1,105,986.00

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

Part III. Work Subcontracted to Others.

For each contract described in Part 1, list all the work you have subcontracted to others.

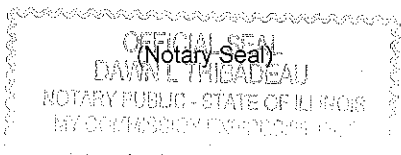
	5	6	Cont.	8	9
Subcontractor		Homer	Home Towne		
Type of Work		Tree Rem	Electrical		
Subcontract Price		\$7,441.00	\$349,245.00		
Amount Uncompleted		\$7,441.00	\$349,245.00		
Subcontractor		Arteaga	Visi Sewer		
Type of Work		Landscaping	SS Cleaning		
Subcontract Price		\$29,817.00	\$8,513.00		
Amount Uncompleted		\$29,817.00	\$8,513.00		
Subcontractor		Arrow Road	Gasperec		
Type of Work		Asphalt	Const. Layout		
Subcontract Price		\$416,022.00	\$9,000.00		
Amount Uncompleted		\$416,022.00	\$9,000.00		
Subcontractor		Resource Cons.			
Type of Work		Spl. Waste			
Subcontract Price		\$39,272.00			
Amount Uncompleted		\$39,272.00			
Subcontractor		D2K			
Type of Work		Traffic Control			
Subcontract Price		\$44,043.00			
Amount Uncompleted		\$44,043.00			
Total Uncompleted	\$0.00	\$536,595.00	\$366,758.00	\$0.00	\$0.00

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

Subscribed and sworn to before me
 this 31st day of
August 2021

[Signature]
 Notary Public

My commission expires 5/13/2022



Type or Print Name Scott A. Marquart, Vice President
 Officer or director Title

Signed *[Signature]*

Company Alliance Contractors, Inc.

Address 1166 Lake Avenue
Woodstock, Illinois 60098

Illinois Department of Transportation

Affidavit of Availability

For the Letting of: Sept. 17, 2021

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

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Part I. Work Under Contract

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	9 21005	10 Cont.	11 Cont.	12 21006	Cont.	
Contract Number	60P14					
Contract With	IDOT			Northlake		
Estimated Completion Date	12/1/2021			10/1/2021		Accumulated
Total Contract Price	\$5,751,620.00			\$579,771.00		Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$2,552,549.00			\$88,271.00		\$4,435,384.00
Uncompleted Dollar Value if Firm is the Subcontractor						\$435,572.00
						Total Value of Work
						\$4,870,956.00

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

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						Accumulated Totals
Earthwork	\$317,620.00					\$513,918.00
Portland Cement Concrete Paving	\$48,915.00					\$48,915.00
HMA Plant Mix						\$0.00
HMA Paving						\$0.00
Clean & Seal Cracks / Joints						\$0.00
Aggregate Bases & Surfaces	\$57,040.00					\$100,024.00
Highway, R.R. and Waterway Structures						\$78,228.00
Drainage	\$118,719.00					\$237,832.00
Electrical						\$0.00
Cover and Seal Coats						\$0.00
Concrete Construction	\$134,713.00			\$3,848.00		\$807,924.00
Landscaping						\$0.00
Fencing						\$0.00
Guardrail						\$0.00
Temp Soil Retention						\$0.00
Sound Wall						\$0.00
Cold Milling, Planning & Rotomilling						\$0.00
Demolition						\$0.00
Pavement Markings (Paint)						\$0.00
Signing						\$0.00
Layout						\$0.00
Totals	\$677,007.00	\$0.00	\$0.00	\$3,848.00	\$0.00	\$1,786,841.00

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.

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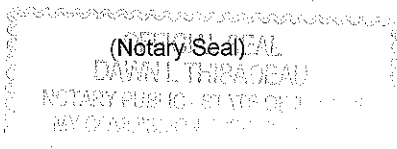
	9	Cont.	Cont.	12	Cont.
Subcontractor	Arrow	Lands. By G. Weiss	Elmund Nelson	R&E Midwest	JEM
Type of Work	Asphalt	Landscaping	Electrical	Waterproofing	Traffic Control
Subcontract Price	\$1,242,640.00	\$66,444.00	\$1,579,168.00	\$9,164.00	\$8,700.00
Amount Uncompleted	\$721,513.00	\$66,444.00	\$712,342.00	\$9,164.00	\$1,700.00
Subcontractor	Midwest Fence	Western Remac		Hamilton	
Type of Work	Railing	Signage		Const. Layout	
Subcontract Price	\$37,650.00	\$220,434.00		\$3,360.00	
Amount Uncompleted	\$37,650.00	\$220,434.00		\$0.00	
Subcontractor	Traffic Contr & Prot	Resource Const.		Perez	
Type of Work	Traffic Control	Spl Waste		Landscaping	
Subcontract Price	\$85,733.00	\$29,800.00		\$8,405.00	
Amount Uncompleted	\$38,220.00	\$16,412.00		\$8,405.00	
Subcontractor	Precision Pvt Mk	Homer		JA Johnson	
Type of Work	Pvt Marking	Tree Removal		Asphalt	
Subcontract Price	\$36,310.00	\$4,080.00		\$36,354.00	
Amount Uncompleted	\$36,310.00	\$0.00		\$36,354.00	
Subcontractor	C3	Natl. Power Rod		Midwest Fence	
Type of Work	Const. Layout	SS Cleaning		Railing	
Subcontract Price	\$27,100.00	\$9,400.00		\$28,800.00	
Amount Uncompleted	\$16,817.00	\$9,400.00		\$28,800.00	
Total Uncompleted	\$850,510.00	\$312,690.00	\$712,342.00	\$82,723.00	\$1,700.00

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

Subscribed and sworn to before me
 this 31st day of
August 2021


 Notary Public

My commission expires 5/13/2022



Type or Print Name Scott A. Marquart, Vice President
 Officer or director Title

Signed



Company

Alliance Contractors, Inc.

Address

1166 Lake Avenue
Woodstock, Illinois 60098

Illinois Department of Transportation

Affidavit of Availability

For the Letting of: Sept. 17, 2021

Bureau of Construction
2300 South Dirksen Parkway/ Room 322
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	13 21009	14 21011	15 Cont.	16 21018	Awards Pending	
Contract Number	61G19	61G88				
Contract With	Berger	IDOT		Stokes Exc.		
Estimated Completion Date	11/1/2021	10/1/2021		8/15/2021		Accumulated
Total Contract Price	\$440,365.00	\$576,447.00		\$50,510.00		Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		\$258,244.00				\$4,693,628.00
Uncompleted Dollar Value if Firm is the Subcontractor	\$440,365.00			\$39,057.00		\$914,994.00
						\$5,608,622.00

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					Accumulated Totals	
Earthwork					\$513,918.00	
Portland Cement Concrete Paving					\$48,915.00	
HMA Plant Mix					\$0.00	
HMA Paving					\$0.00	
Clean & Seal Cracks / Joints					\$0.00	
Aggregate Bases & Surfaces					\$100,024.00	
Highway, R.R. and Waterway Structures	\$440,365.00	\$128,435.00			\$647,028.00	
Drainage					\$237,832.00	
Electrical					\$0.00	
Cover and Seal Coats					\$0.00	
Concrete Construction		\$15,530.00		\$39,057.00	\$862,511.00	
Landscaping					\$0.00	
Fencing					\$0.00	
Guardrail					\$0.00	
Temp Soil Retention					\$0.00	
Sound Wall					\$0.00	
Cold Milling, Planning & Rotomilling					\$0.00	
Demolition					\$0.00	
Pavement Markings (Paint)					\$0.00	
Signing					\$0.00	
Layout					\$0.00	
Totals	\$440,365.00	\$143,965.00	\$0.00	\$39,057.00	\$0.00	\$2,410,228.00

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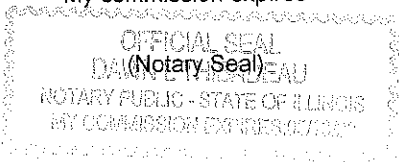
	13	14	Cont.	16	Awards Pending
Subcontractor		JA Johnson	Midwest Fence		
Type of Work		Asphalt	Railing		
Subcontract Price		\$23,772.00	\$11,600.00		
Amount Uncompleted		\$23,772.00	\$11,600.00		
Subcontractor		Conin	Quality		
Type of Work		Landscaping	Bridge Deck Gr.		
Subcontract Price		\$8,192.00	\$3,493.00		
Amount Uncompleted		\$8,192.00	\$3,493.00		
Subcontractor		Highway Safety	AC Iron		
Type of Work		Traffic Control	Rebar		
Subcontract Price		\$9,675.00	\$46,089.00		
Amount Uncompleted		\$3,250.00	\$46,089.00		
Subcontractor		Home Towne			
Type of Work		Electrical			
Subcontract Price		\$16,683.00			
Amount Uncompleted		\$16,683.00			
Subcontractor		Resource Cons.			
Type of Work		Spl Waste			
Subcontract Price		\$7,000.00			
Amount Uncompleted		\$1,200.00			
Total Uncompleted	\$0.00	\$53,097.00	\$61,182.00	\$0.00	\$0.00

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

Subscribed and sworn to before me
this 31st day of
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Notary Public

My commission expires 5/13/2022



Type or Print Name Scott A. Marquart, Vice President
Officer or director Title

Signed



Company

Alliance Contractors, Inc.

Address

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Illinois Department of Transportation

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	17 21024	18 Cont.	19 21026	20 21027	Awards Pending	
Contract Number	62633					
Contract With	IDOT		Lake Co. DOT	Peter Baker		
Estimated Completion Date	11/15/2021		11/1/2021	11/1/2021		Accumulated
Total Contract Price	\$4,496,491.00		\$233,808.00	\$438,984.00		Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$4,496,491.00		\$233,808.00			\$9,423,927.00
Uncompleted Dollar Value if Firm is the Subcontractor				\$345,911.00		\$1,260,905.00
				Total Value of Work		\$10,684,832.00

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

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

					Accumulated Totals	
Earthwork	\$520,950.00		\$26,239.00		\$1,061,107.00	
Portland Cement Concrete Paving					\$48,915.00	
HMA Plant Mix					\$0.00	
HMA Paving					\$0.00	
Clean & Seal Cracks / Joints					\$0.00	
Aggregate Bases & Surfaces	\$162,486.00				\$262,510.00	
Highway, R.R. and Waterway Structures				\$345,911.00	\$992,939.00	
Drainage	\$437,554.00		\$6,686.00		\$682,072.00	
Electrical					\$0.00	
Cover and Seal Coats					\$0.00	
Concrete Construction	\$601,590.00		\$71,146.00		\$1,535,247.00	
Landscaping					\$0.00	
Fencing					\$0.00	
Guardrail					\$0.00	
Temp Soil Retention					\$0.00	
Sound Wall					\$0.00	
Cold Milling, Planning & Rotomilling					\$0.00	
Demolition					\$0.00	
Pavement Markings (Paint)					\$0.00	
Signing					\$0.00	
Layout					\$0.00	
Totals	\$1,722,580.00	\$0.00	\$104,071.00	\$345,911.00	\$0.00	\$4,582,790.00

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Part III. Work Subcontracted to Others.

For each contract described in Part 1, list all the work you have subcontracted to others.

	17	Cont.	19	20	Awards Pending
Subcontractor	Resource Illinois	Clean Cut	Traffic Contr & Prot		
Type of Work	Spl Waste	Tree Removal	Traffic Control		
Subcontract Price	\$87,700.00	\$5,970.00	\$7,355.00		
Amount Uncompleted	\$87,700.00	\$5,970.00	\$7,355.00		
Subcontractor	Galaxy	LPS	Home Towne		
Type of Work	SS	Brick	Electrical		
Subcontract Price	\$52,165.00	\$39,744.00	\$106,891.00		
Amount Uncompleted	\$52,165.00	\$39,744.00	\$106,891.00		
Subcontractor	D2K	Mackie	Perez		
Type of Work	Traffic Control	Const. Layout	Landscaping		
Subcontract Price	\$381,096.00	\$34,900.00	\$6,286.00		
Amount Uncompleted	\$381,096.00	\$34,900.00	\$6,286.00		
Subcontractor	Peter Baker	Home Towne	Superior		
Type of Work	Asphalt	Electrical	Pvt Marking		
Subcontract Price	\$1,035,928.00	\$1,103,289.00	\$9,205.00		
Amount Uncompleted	\$1,035,928.00	\$1,103,289.00	\$9,205.00		
Subcontractor	Espinoza				
Type of Work	Landscaping				
Subcontract Price	\$33,119.00				
Amount Uncompleted	\$33,119.00				
Total Uncompleted	\$1,590,008.00	\$1,183,903.00	\$129,737.00	\$0.00	\$0.00

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

Subscribed and sworn to before me
this 31st day of
August 2021

Notary Public

My commission expires 5/13/2022

(Notary Seal)

Type or Print Name Scott A. Marquart, Vice President

Officer or director Title

Signed



Company

Alliance Contractors, Inc.

Address

1166 Lake Avenue
Woodstock, Illinois 60098

Illinois Department of Transportation

Affidavit of Availability

For the Letting of: Sept. 17, 2021

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

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Part I. Work Under Contract

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	21 21033	22 21034	23 21038	24 21039	Awards Pending	
Contract Number	LEO55			64H08		
Contract With	Campanella	Schroeder	Berger	Wm. Charles		
Estimated Completion Date	9/1/2021	12/1/2021	10/5/2021	11/1/2022		Accumulated
Total Contract Price	\$16,363.00	\$182,091.00	\$66,786.00	\$807,073.00		Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						\$9,423,927.00
Uncompleted Dollar Value if Firm is the Subcontractor	\$16,353.00	\$182,091.00	\$66,786.00	\$807,073.00		\$2,333,208.00
						\$11,757,135.00

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

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						Accumulated Totals
Earthwork						\$1,061,107.00
Portland Cement Concrete Paving				\$114,000.00		\$162,915.00
HMA Plant Mix						\$0.00
HMA Paving						\$0.00
Clean & Seal Cracks / Joints						\$0.00
Aggregate Bases & Surfaces						\$262,510.00
Highway, R.R. and Waterway Structures						\$992,939.00
Drainage						\$682,072.00
Electrical						\$0.00
Cover and Seal Coats						\$0.00
Concrete Construction	\$16,353.00	\$182,091.00	\$66,786.00	\$693,073.00		\$2,493,550.00
Landscaping						\$0.00
Fencing						\$0.00
Guardrail						\$0.00
Temp Soil Retention						\$0.00
Sound Wall						\$0.00
Cold Milling, Planning & Rotomilling						\$0.00
Demolition						\$0.00
Pavement Markings (Paint)						\$0.00
Signing						\$0.00
Layout						\$0.00
Totals	\$16,353.00	\$182,091.00	\$66,786.00	\$807,073.00	\$0.00	\$5,655,093.00

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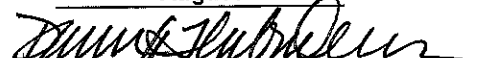
Part III. Work Subcontracted to Others.

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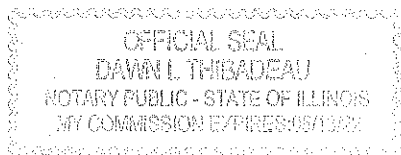
	21	22	23	24	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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


Subscribed and sworn to before me
 this 31st day of
August 2021


 Notary Public

My commission expires 5/13/2022



Type or Print Name Scott A. Marquart, Vice President
 Officer or director Title

Signed 

Company Alliance Contractors, Inc.

Address 1166 Lake Avenue
Woodstock, Illinois 60098

Illinois Department of Transportation

Affidavit of Availability

 For the Letting of: Sept. 17, 2021

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

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Part I. Work Under Contract

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	25 21040	26 Cont.	27 Cont.	28 21041	Awards Pending	
Contract Number	61H05					
Contract With	IDOT			Wm. Charles		
Estimated Completion Date	11/1/2021			7/3/2022		Accumulated
Total Contract Price	\$1,229,833.00			\$171,484.00		Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$1,229,833.00					\$10,653,760.00
Uncompleted Dollar Value if Firm is the Subcontractor				\$171,484.00		\$2,504,692.00
						\$13,158,452.00

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

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					Accumulated Totals
Earthwork	\$152,463.00				\$1,213,570.00
Portland Cement Concrete Paving					\$162,915.00
HMA Plant Mix					\$0.00
HMA Paving					\$0.00
Clean & Seal Cracks / Joints					\$0.00
Aggregate Bases & Surfaces					\$262,510.00
Highway, R.R. and Waterway Structures					\$992,939.00
Drainage	\$203,814.00				\$885,886.00
Electrical					\$0.00
Cover and Seal Coats					\$0.00
Concrete Construction	\$154,570.00			\$171,484.00	\$2,819,604.00
Landscaping					\$0.00
Fencing					\$0.00
Guardrail					\$0.00
Temp Soil Retention					\$0.00
Sound Wall					\$0.00
Cold Milling, Planning & Rotomilling					\$0.00
Demolition					\$0.00
Pavement Marking Paint					\$0.00
Signing					\$0.00
Layout					\$0.00
Totals	\$510,847.00	\$0.00	\$0.00	\$171,484.00	\$6,337,424.00

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Part III. Work Subcontracted to Others.

For each contract described in Part 1, list all the work you have subcontracted to others.

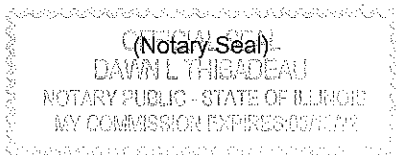
	25	Cont.	Cont.	28	Awards Pending
Subcontractor	Sager	K-5	Elmund Nelson		
Type of Work	Waterproofing	Asphalt	Electrical		
Subcontract Price	\$6,482.00	\$224,053.00	\$12,450.00		
Amount Uncompleted	\$6,482.00	\$224,053.00	\$12,450.00		
Subcontractor	Horvath	Arteaga			
Type of Work	Spl Waste	Landscaping			
Subcontract Price	\$14,250.00	\$24,009.00			
Amount Uncompleted	\$14,250.00	\$24,009.00			
Subcontractor	Abitua	Mackie			
Type of Work	Underground	Const. Layout			
Subcontract Price	\$381,488.00	\$6,500.00			
Amount Uncompleted	\$381,488.00	\$6,500.00			
Subcontractor	Mark It	Clean Cut			
Type of Work	Pvt Marking	Tree Rem			
Subcontract Price	\$3,240.00	\$4,725.00			
Amount Uncompleted	\$3,240.00	\$4,725.00			
Subcontractor	Midwest Fence	JEM			
Type of Work	Railing	Traffic Control			
Subcontract Price	\$14,800.00	\$26,989.00			
Amount Uncompleted	\$14,800.00	\$26,989.00			
Total Uncompleted	\$420,260.00	\$286,276.00	\$12,450.00	\$0.00	\$0.00

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

Subscribed and sworn to before me
this 31st day of
August 2021


Notary Public

My commission expires 5/13/2022



Type or Print Name Scott A. Marquart, Vice President
Officer or director Title

Signed



Company

Alliance Contractors, Inc.

Address

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Woodstock, Illinois 60098

Illinois Department of Transportation

Affidavit of Availability

 For the Letting of: Sept. 17, 2021

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

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Part I. Work Under Contract

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	29 21043	30 21045	31 21046	32 21049	Awards Pending	
Contract Number	64M18					
Contract With	Wm. Charles	Curran	Stark	Berger		
Estimated Completion Date	7/15/2022	10/1/2021	10/15/2021	10/1/2021		Accumulated
Total Contract Price	\$2,656,144.00	\$279,580.00	\$57,869.00	\$45,662.00		Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						\$10,653,760.00
Uncompleted Dollar Value if Firm is the Subcontractor	\$2,148,720.00	\$279,580.00	\$57,869.00	\$45,662.00		\$5,036,523.00
						\$15,690,283.00

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

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						Accumulated Totals
Earthwork						\$1,213,570.00
Portland Cement Concrete Paving	\$2,148,720.00	\$195,599.00				\$2,507,234.00
HMA Plant Mix						\$0.00
HMA Paving						\$0.00
Clean & Seal Cracks / Joints						\$0.00
Aggregate Bases & Surfaces						\$262,510.00
Highway, R.R. and Waterway Structures						\$992,939.00
Drainage						\$885,886.00
Electrical						\$0.00
Cover and Seal Coats						\$0.00
Concrete Construction		\$83,981.00	\$57,869.00	\$45,662.00		\$3,007,116.00
Landscaping						\$0.00
Fencing						\$0.00
Guardrail						\$0.00
Temp Soil Retention						\$0.00
Sound Wall						\$0.00
Cold Milling, Planning & Rotomilling						\$0.00
Demolition						\$0.00
Pavement Markings (Paint)						\$0.00
Signing						\$0.00
Layout						\$0.00
Totals	\$2,148,720.00	\$279,580.00	\$57,869.00	\$45,662.00	\$0.00	\$8,869,255.00

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Part III. Work Subcontracted to Others.

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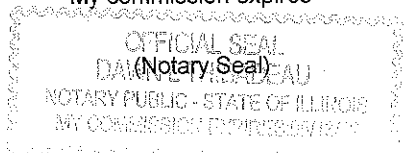
	29	30	31	32	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price Amount Uncompleted					
Total Uncompleted	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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

Subscribed and sworn to before me
this 31st day of
August 2021


Notary Public

My commission expires 5/13/2022



Type or Print Name Scott A. Marquart, Vice President
Officer or director Title

Signed



Company

Alliance Contractors, Inc.

Address

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Woodstock, Illinois 60098

Illinois Department of Transportation

Affidavit of Availability

For the Letting of: Sept. 17, 2021

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

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	33 21052	34 21054	35 21055	36	Awards Pending 21059	
Contract Number					62G11	
Contract With	Berger	Bolder	Downers Grove		Pirtano	
Estimated Completion Date	10/15/2021	11/1/2021	11/15/2021		8/1/2022	Accumulated
Total Contract Price	\$52,286.00	\$47,513.00	\$226,609.00		\$461,926.00	Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			\$226,609.00			\$10,880,369.00
Uncompleted Dollar Value if Firm is the Subcontractor	\$52,286.00	\$47,513.00			\$461,726.00	\$5,598,048.00
Total Value of Work						\$16,478,417.00

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

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						Accumulated Totals
Earthwork			\$ 54,285.00			\$1,267,855.00
Portland Cement Concrete Paving						\$2,507,234.00
HMA Plant Mix						\$0.00
HMA Paving						\$0.00
Clean & Seal Cracks / Joints						\$0.00
Aggregate Bases & Surfaces						\$262,510.00
Highway, R.R. and Waterway Structures					\$ 305,902.00	\$1,298,841.00
Drainage						\$885,886.00
Electrical						\$0.00
Cover and Seal Coats						\$0.00
Concrete Construction	\$52,286.00	\$ 47,513.00	\$ 154,450.00		\$ 155,824.00	\$3,417,189.00
Landscaping						\$0.00
Fencing						\$0.00
Guardrail						\$0.00
Temp Soil Retention						\$0.00
Sound Wall						\$0.00
Cold Milling, Planning & Rotomilling						\$0.00
Demolition						\$0.00
Pavement Markings (Paint)						\$0.00
Signing						\$0.00
Layout						\$0.00
Totals	\$52,286.00	\$47,513.00	\$208,735.00	\$0.00	\$461,726.00	\$9,639,515.00

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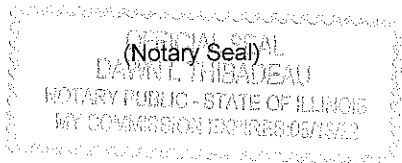
	33	34	35	36	Awards Pending
Subcontractor			Hamilton		
Type of Work			Const. Layout		
Subcontract Price			\$8,560.00		
Amount Uncompleted			\$8,560.00		
Subcontractor			Road Safe		
Type of Work			Traffic Control		
Subcontract Price			\$9,314.00		
Amount Uncompleted			\$9,314.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$0.00	\$0.00	\$17,874.00	\$0.00	\$0.00

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 Notary Public

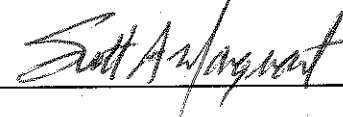
My commission expires 5/13/2022



Type or Print Name Scott A. Marquart, Vice President

Officer or director Title

Signed



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	Awards Pending 21061	Awards Pending 21064	Awards Pending 21065	40	Awards Pending	
Contract Number		\$87,754.00				
Contract With	Arrow Road	Curran	McHenry Co. DOT			
Estimated Completion Date	11/1/2021	10/1/2021	12/1/2021			Accumulated
Total Contract Price	\$155,320.00	\$103,706.00	\$156,035.00			Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			\$156,035.00			\$11,036,404.00
Uncompleted Dollar Value if Firm is the Subcontractor	\$155,320.00	\$103,706.00				\$5,857,074.00
Total Value of Work						\$16,893,478.00

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

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					Accumulated Totals	
Earthwork			\$45,135.00		\$1,312,990.00	
Portland Cement Concrete Paving					\$2,507,234.00	
HMA Plant Mix					\$0.00	
HMA Paving					\$0.00	
Clean & Seal Cracks / Joints					\$0.00	
Aggregate Bases & Surfaces			\$7,690.00		\$270,200.00	
Highway, R.R. and Waterway Structures					\$1,298,841.00	
Drainage			\$89,400.00		\$975,286.00	
Electrical					\$0.00	
Cover and Seal Coats					\$0.00	
Concrete Construction	\$155,320.00	\$103,706.00	\$4,500.00		\$3,680,715.00	
Landscaping					\$0.00	
Fencing					\$0.00	
Guardrail					\$0.00	
Temp Soil Retention					\$0.00	
Sound Wall					\$0.00	
Cold Milling, Planning & Rotomilling					\$0.00	
Demolition					\$0.00	
Pavement Markings (Paint)					\$0.00	
Other Construction					\$0.00	
Layout					\$0.00	
Totals	\$155,320.00	\$103,706.00	\$146,725.00	\$0.00	\$0.00	\$10,045,266.00

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

Part III. Work Subcontracted to Others.

For each contract described in Part 1, list all the work you have subcontracted to others.

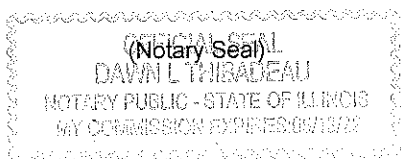
	Awards Pending	Awards Pending	Awards Pending	40	Awards Pending
Subcontractor			Work Zone Safety		
Type of Work			Traffic Control		
Subcontract Price			\$5,930.00		
Amount Uncompleted			\$5,930.00		
Subcontractor			McGinty Bros.		
Type of Work			Landscaping		
Subcontract Price			\$3,380.00		
Amount Uncompleted			\$3,380.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$0.00	\$0.00	\$9,310.00	\$0.00	\$0.00

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

Subscribed and sworn to before me
 this 31st day of
August 2021


 Notary Public

My commission expires 5/13/2022



Type or Print Name Scott A. Marquart, Vice President
 Officer or director Title

Signed 

Company Alliance Contractors, Inc.

Address 1166 Lake Avenue
Woodstock, Illinois 60098

Village of Downers Grove – 2021 DBD Crosswalk & Accessibility Upgrades (S-007-21)

BID SUBMITTAL CHECKLIST

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

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



Village of Downers Grove

Contractor Evaluation

Contractor: Alliance Contractors, Inc

Project: 2021 DBD Crosswalk Upgrades S-007

Primary Contact: Brad Spiniolas Phone: 815-338-5900

Time Period: August-December 2021

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion:

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

Difficulties / Positives: Performed satisfactory work, stayed on schedule. Cleanup was consistent throughout project and pedestrian access was maintained.

Interaction with public:

Excellent Good Average Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Reviewers: Matt Stern

Date: 1/24/22