

VILLAGE OF DOWNERS GROVE
 Report for the Village Council Meeting ^{5/7/2024}

SUBJECT:	SUBMITTED BY:
Award of Contract - Block Retaining Walls Replacement/Rehabilitation (S-009)	Scott Vasko Director of Engineering

SYNOPSIS

A motion is requested to award a contract for the Block Retaining Walls Replacement/Rehabilitation to Semper Fi Landscaping, Inc. of Yorkville, Illinois in the amount of \$393,075.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2023 to 2025 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY24 budget includes \$200,000.00 in the Capital Improvements Fund for this project. The required additional funds are available in the Capital Improvements Fund.

RECOMMENDATION

Approval on the May 7, 2024 Consent Agenda.

BACKGROUND

This project involves improvements at two locations within the Village: the stormwater detention basin in McCollum Park and the area along Maple Avenue north of the BNSF railroad tracks. These locations have existing block retaining walls that were installed during previous stormwater and sidewalk projects. The current work will include replacing and rehabilitating these retaining walls, removing and replacing sidewalks, and restoring the affected areas.

A Call for Bids was issued in accordance with the Village's Purchasing Policy, with bids publicly opened on Wednesday, April 17, 2024. One bid was received.

Staff recommends awarding the contract to Semper Fi Landscaping, Inc. Although they haven't worked in Downers Grove recently, their references from the Village of Glenview, the City of Lake Forest, and Jacob & Heffner Engineers indicate that they are capable of handling a project of this size and scope.

ATTACHMENTS

Contract Document



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Semper Fi Landscaping, Inc.
- II. Instructions and Specifications:
- A. Bid No.: S-009
 - B. DemandStar Bid No.: CFB-48-0-2024/PH
 - C. For: Block Retaining Walls Replacement/Rehabilitation
 - D. Bid Opening Date/Time: Wednesday, April 17, 2024 @ 09:30AM
 - E. Pre-Bid Conference Date/Time: Wednesday, April 10, 2024 @ 10:00AM (Optional)
 - F. Pre-Bid Conference Location: Public Works Facility: 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, April 3, 2024

This document comprises 68 pages.

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

PHILIP HYMA, PE
 STAFF ENGINEER II
 VILLAGE OF DOWNERS GROVE
 5101 WALNUT AVENUE
 DOWNERS GROVE, IL 60515
 PHONE: 630/434-5488
 FAX: 630/434-5495
www.downers.us

 **AIA® Document A310™ – 2010**

Bid Bond

CONTRACTOR:
(Name, legal status and address)
 Semper Fi Landscaping, Inc.
 1215 Deer Street
 Yorkville, IL 60560

SURETY:
(Name, legal status and principal place of business)
 Merchants National Bonding, Inc.
 P.O. Box 14498
 Des Moines, IA 50306

OWNER:
(Name, legal status and address)
 Village of Downers Grove
 5101 Walnut Avenue
 Downers Grove, IL 60515

BOND AMOUNT: Five Percent of Accompanying Bid

PROJECT:
(Name, location or address, and Project number, if any)
 S-009 - Block Retaining Walls Replacement/Rehabilitation

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

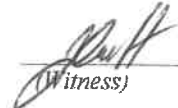
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

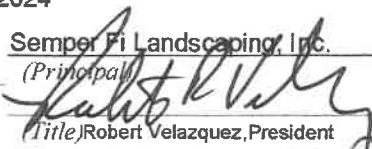
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

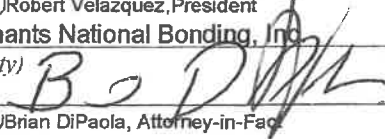
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this **17th** day of **April, 2024**


(Witness)

Semper Fi Landscaping, Inc.
(Principal)  *(Seal)*

(Title) Robert Velazquez, President

Merchants National Bonding, Inc.
(Surety)  *(Seal)*

(Title) Brian DiPaola, Attorney-in-Fact


(Witness)

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

G-23208-B

ss.

STATE OF IL

COUNTY OF WILL

I, Brandie Catlin, Notary Public of Will County, in the State of Illinois, do hereby certify that Brian DiPaola Attorney-in-fact, of the Merchants National Bonding, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Merchants National Bonding, Inc., for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lockport in said County, this 17th day of April A.D. 2024.



Brandie Catlin

Brandie Catlin

Notary Public

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brian DiPaola; David A Kotula

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

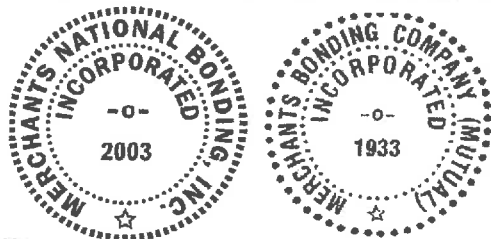
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of December, 2022.



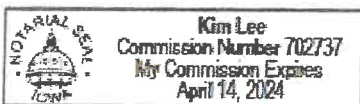
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

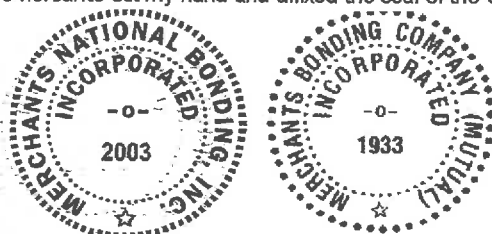


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of April, 2024.



William Warner Jr.
Secretary



April 17, 2024

Village of Downers Grove

Re: S-009 – Block Retaining Walls Replacement / Rehabilitation
Semper Fi Landscaping, Inc.

To Whom It May Concern:

Please be advised that Merchants National Bonding, Inc. is the current surety company for Semper Fi Landscaping, Inc.

We have been advised by our client that they are bidding the above referenced project. Please be advised that should Semper Fi Landscaping, Inc. be awarded the project and enter into an acceptable contract, Merchants National Bonding, Inc. will issue the Performance and Payment Bonds required by the contract documents.

The execution of the bonds shall be conditional upon review and acceptance of the contract by Merchants National Bonding, Inc. and Semper Fi Landscaping, Inc.

We have every confidence in Semper Fi Landscaping, Inc. and its organization, and likewise recommend them for your favorable consideration.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'B DiPaola', is written over a light blue horizontal line.

Brian DiPaola, Vice President
The Kotula Group, LLC
312-895-4565
Dave@KotulaGroup.com

The Kotula Group, LLC
25 N River Ln, Ste 25415
Geneva, IL 60134



April 15, 2024

Semper Fi Yard Services Inc.
1215 Deer St
Yorkville, IL 60560

Hello,

This letter is to verify that the insured per the attached Certificate of Insurance has the coverages outlined.

Sincerely,

Erin Radecky
Commercial Lines Department
7239 W. Laraway Rd. • Frankfort, IL 60423
PHONE 815.469.6585



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/16/2024

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

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

PRODUCER Acrisure LLC 7239 W. Laraway Rd. Frankfort IL 60423-7767	CONTACT NAME: Erin Radecky PHONE (A/C, No, Ext): (815) 469-6585 FAX (A/C, No): (815) 469-6165 E-MAIL ADDRESS: erin@rwc4ins.com																					
INSURED Semper Fi Yard Service, Inc 1215 Deer St Yorkville IL 60560-1722	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td colspan="2">INSURER A : West Bend Mutual Insurance Company</td> <td style="text-align: center;">15350</td> </tr> <tr> <td colspan="2">INSURER B : Employers Preferred Insurance Co.</td> <td style="text-align: center;">10346</td> </tr> <tr> <td colspan="2">INSURER C : Westchester Surplus Lines Insurance Company</td> <td style="text-align: center;">10172</td> </tr> <tr> <td colspan="2">INSURER D :</td> <td></td> </tr> <tr> <td colspan="2">INSURER E :</td> <td></td> </tr> <tr> <td colspan="2">INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : West Bend Mutual Insurance Company		15350	INSURER B : Employers Preferred Insurance Co.		10346	INSURER C : Westchester Surplus Lines Insurance Company		10172	INSURER D :			INSURER E :			INSURER F :		
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COVERAGES **CERTIFICATE NUMBER:** Master 24-25 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Included <input checked="" type="checkbox"/> Pesticide/Herbicide GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			A553380	01/24/2024	01/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A553380	01/24/2024	01/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			A553380	01/24/2024	01/24/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	EIG489035002	01/24/2024	01/24/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A,C	Inland Marine/Equipment Pollution Liability			A553380/G71781148004	01/27/2024	01/27/2025	Scheduled Equipment \$5,712,088 Leased/Rented \$200,000 Pollution Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Proof of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Additional Named Insureds

Other Named Insureds

Always Faithful Properties, LLC	Other, Additional Insured
Robert R. Velazquez	Other, Additional Insured
Semper FI Land Service, Inc.	Other, Additional Insured
Semper FI Landscaping	Other, Additional Insured

Village of Downers Grove – S-009 –Block Retaining Walls Replacement/Rehabilitation

CALL FOR BIDS – FIXED WORKS PROJECT**Bid No.: S-009**

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

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

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

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

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

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

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

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

Village of Downers Grove – S-009 –Block Retaining Walls Replacement/Rehabilitation

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: PHILIP HYMA, in a sealed envelope marked "SEALED BID." The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
 - 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
 - 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.
- 2. BID PREPARATION**
- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.

Village of Downers Grove – S-009 –Block Retaining Walls Replacement/Rehabilitation

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

Village of Downers Grove – S-009 –Block Retaining Walls Replacement/Rehabilitation

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

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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.

8. BIDDER DISQUALIFICATION

8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of

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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 experience, whether the Bidder participates in an apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training and ability to complete the project within time frame required - lowest responsible bidder).

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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 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.

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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:

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,

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sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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

28. DRUG FREE WORK PLACE

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

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workplace by:

28.1.1 Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

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

- (1) the dangers of drug abuse in the workplace;
- (2) the Village's or Contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance programs;
- (4) the penalties that may be imposed upon employees for drug violations.

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

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

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

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

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

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

30. PREVAILING WAGE ACT

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

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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, the last four digits of the worker’s social security number, gender, race, ethnicity, veteran’s status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker’s hourly wage rate, the worker’s hourly overtime wage rate, the worker’s hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor (IDOL) 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 IDOL no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Filing false records is a Class A misdemeanor.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder’s Certification.
- 30.6 Any bond furnished as security for performance shall include a provision that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

31. PATRIOT ACT COMPLIANCE

- 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

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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 (pursuant to section.9 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

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

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.

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

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retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

33. INDEMNITY AND HOLD HARMLESS AGREEMENT

33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.

33.2 The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its subcontractors.

34. SUBLETTING OF CONTRACT

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

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

35. TERMINATION OF CONTRACT

35.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason.

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

36. BILLING AND PAYMENT PROCEDURES

36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper

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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 and pursuant to section 30.4 of this Call For Bid, the Contractor shall provide an IDOL certification and case number to the Village along with the invoice. No invoice shall be paid without said records.
- 36.4 Please send all invoices to the attention of: Village of Downers Grove, Public Works, 5101 Walnut Ave., Downers Grove, IL 60515.

37. COMPLIANCE WITH OSHA STANDARDS

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

38. CERCLA INDEMNIFICATION

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

39. COPYRIGHT or PATENT INFRINGEMENT

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

40. BUY AMERICA

- 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

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financed by Federal funds (through a grant agreement or cooperative agreement).

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

41. CAMPAIGN DISCLOSURE

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

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

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

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

42. GUARANTEE PERIOD

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

43. SUCCESSORS AND ASSIGNS

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

44. WAIVER OF BREACH OF CONTRACT

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

45. CHANGE ORDERS

- 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.

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- 45.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)
- 46. SEVERABILITY OF INVALID PROVISIONS**
- 46.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.
- 47. GOVERNING LAW AND VENUE**
- 47.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.
- 48. NOTICE**
- 48.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:
- Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**
- And to the Contractor as designated on the Contract Form.
- 49. AMENDMENT**
- 49.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.
- 50. COOPERATION WITH FOIA COMPLIANCE**
- 50.1 Contractor acknowledges that the Freedom of Information Act does apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 *et seq.*
- 51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT**
- 51.1 If the work contemplated by this Contract is funded or financed in whole or in part with State Funds or funds administered by the State, Contractor agrees to comply with the terms of the Employment of Illinois Workers on Public Works Act by employing at least 90% Illinois laborers on the project. 30 ILCS 570/1 *et seq.* Contractor agrees further to require compliance with this Act by all of its subcontractors.
- 52. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION**
- 52.1 Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and

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require all its subcontractors to complete the DBE certification for this project at www.downers.us/vss. The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED.

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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, 2022; along with Supplemental Specifications and Recurring Special Provisions as adopted by the Illinois Department of Transportation, January 1, 2024 (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 the completion of the Work specified in this Contract.

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- 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 WilliamsStelger 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 14139(b) and 14171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.
- 3.1.3 **OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS.** The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.
- 3.1.4 **BARRICADES AND WARNING SIGNS.** The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.
- 4. PROSECUTION AND PROGRESS**
- 4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:

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- 4.1.1 The Contractor shall schedule his work such that all improvements shall be complete by **Friday, September 6, 2024**. 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 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.
- 4.1.4 Upon substantial completion of the project, the Engineer will deliver to the Contractor a punch list as well as a due date for completion of the punch list. If the Contractor fails to complete the punch list by the stated punch list completion date, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.
- 4.1.5 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.
- 4.1.6 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

5. MEASUREMENT AND PAYMENT

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

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to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

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

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

6. SCOPE OF WORK

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

- 6.1.1 Modify Article 104.02 as follows:

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

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

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

If alterations or changes in quantities do not significantly change the character of the work to be performed under contract, the altered work will be paid for as provided elsewhere in the contract. The term “significant change” shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction ~~or when a major item, defined as an item 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.

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- (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 Block Retaining Walls Replacement/Rehabilitation project shall generally consist of the following:

The project, located at McCollum Park and Maple Ave north of Burlington Ave, generally consists of the removal and re-erecting, new installation, and repair of approximately 700 square feet of modular block retaining wall, approximately 950 linear feet of split rail fence replacement, 5” thick P.C.C. sidewalk replacement, stump removal, and related restoration.

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).

SP-2 GENERAL CONSTRUCTION REQUIREMENTS

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

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

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

Protection of Work

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

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Cleaning Up

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

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

SP-3 PRECONSTRUCTION VIDEOTAPING

Description: This work shall consist of furnishing all materials and labor required to perform a video 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 video shall be furnished to the Village on separate flash drives. Video recording shall be performed by a reputable company meeting the approval of the Village, in the presence of a representative of the Village, and shall be performed prior to the commencement of construction. The video 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-4 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

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

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

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

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

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

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

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

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

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

In the event public sidewalks are closed to pedestrians, a minimum of two barricades (one on either side of the work zone) with operable flashing lights shall be used. Additionally, in the event public sidewalks are closed to pedestrians at intersections or mid-block crossings, the Contractor shall provide SIDEWALK CLOSED AHEAD signs at the nearest intersections to the closure and/or at the locations determined by the Engineer.

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

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cost of the overall contract work.

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

DEFICIENCY CHARGE:

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

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

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

TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

which price shall be payment in full for the installation and maintenance of any and all traffic control devices, including but limited to those specified herein, to protect the work and public for the duration of the Project.

SP-5 RAILROAD PROTECTIVE LIABILITY INSURANCE

Description:

This work shall consist of:

1. Securing railroad protective liability insurance as shown in Attachment A included in this document for work in and around the existing BNSF railroad right-of-way.
2. Obtain a temporary occupancy permit with BNSF.

Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications. A separate policy is required for each railroad unless otherwise noted.

Named Insured & Address

BNSF Railway Company
P.O. Box 140528
Kansas City, MO 64114
Email: bnsf@certfocus.com

Number & Speed of Passenger Trains

102 Daily, 70 MPH

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Number & Speed of Freight Trains

30 Daily, 50 MPH

DOT/AAR No.: 079533G

RR Milepost: 0020.59

RR Division: Chicago

RR Sub-Division Chicago

For Freight/Passenger Information Contact: Jacob Rzewnicki – 913-551-4275

For Insurance Information Contact: Rosa Martinez – 214-303-8519

A certified copy of each required policy shall be submitted to the Village of Downers Grove.

Before any work begins on rail-road right-of-way, the Contractor shall submit evidence that the required insurance has been approved by the railroad to the Village of Downers Grove.

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

RAILROAD PROTECTIVE LIABILITY INSURANCE,

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

SP-6 TREE PROTECTION

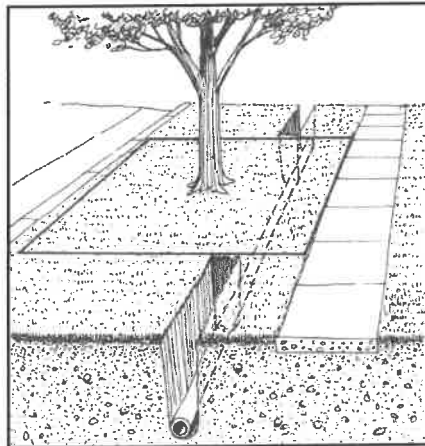
Description: Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. The Village Forester shall approve all tree protection measures and any deviations. All tree protection measures and any deviations shall be noted in the contract specifications and on approved project plan sheets and permits using the guidelines listed below.

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

The Critical Root Zone, or CRZ, is the area immediately surrounding a tree that must be protected from damage. In a municipal parkway setting with utilities and paved or concrete surfaces, the size of the CRZ has been adjusted to form a rectangle around the parkway tree trunk with minimum dimensions listed in the following table. The depth of the CRZ extends to 4 feet below the natural ground surface level.

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

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

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

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

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

In cases when severing of roots within a portion of the CRZ may be unavoidable (ex. sidewalk installation, curb replacement, water or sanitary service replacement), subject to the approval of the Village Forester, sharp clean cuts shall be made on root ends to promote wound closure and root regeneration. Root pruning

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and excavation activities shall occur such that the smallest volume of soil and roots is disturbed, and the locations shall be shown on the project plan sheets.

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

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

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

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

TREE PROTECTION,

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

SP-7 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.

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

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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. All erosion and sedimentation control items must reference and be in accordance with the SWPPP standards and documentation. All contractors will be required to sign a document acknowledging this procedure. Any specific work done by each Contractor must comply with any SWPPP regulations. If erosion control items are deemed by the Engineer to not be in compliance and need to be replaced or repaired due to construction activities of each Contractor following the installation of initial erosion and sediment control items, these items shall be incidental to each Contractors' overall contract work.

Perimeter Erosion Control: Work shall consist of supplying, placement, maintenance, and removal of compost filter socks or silt fence as shown on the plans or as directed by the Engineer.

Inlet Filters: Work shall consist of supplying, installing, maintaining/cleaning, and removal of inlet filters as shown on the plans or as directed by the Engineer. Inlet filters shall be ADS FLEXSTORM CATCH-IT IL Inlet Filters, or approved equal.

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

PERIMETER EROSION CONTROL

and

INLET FILTERS,

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 WASHOUT BASIN

Description: This work shall consist of constructing, maintaining, and removing temporary concrete truck washout basin(s) as specified herein and shown in the details in the plans.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and

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wetlands with fuels, oils, bitumen, calcium chloride, or other harmful materials according to Article 107.23 of the Standard Specifications.

General: The Washout Basin shall be constructed on the job site in accordance with the Illinois Urban Manual practice standard for Temporary Concrete Washout Facility.

The Contractor may elect to use a prefabricated portable concrete washout structure. The Contractor shall submit a plan for the prefabricated concrete washout facility to the Engineer for approval a minimum of 10 calendar days prior to the first concrete pour.

The working concrete washout facility shall be in place before any delivery of concrete to the site. The Contractor shall ensure that all concrete washout activities are limited to the designated area.

The Washout Basin shall be located no closer than 50 feet from any environmentally sensitive areas, such as storm drain inlets, open drainage facilities, bodies of water, wetlands and/or other areas indicated on the plans. Each facility is to be located away from construction traffic or access areas to prevent disturbance or tracking. Adequate signage shall be placed at the washout facility and elsewhere as necessary to clearly indicate the location of the Washout Basin to the operators of the concrete trucks.

Design: The Washout Basin shall be adequately sized to fully contain the concrete washout needs of the project. The Washout Basin should be lined with a single sheet of 30 mil polyethylene sheeting which is free from holes, tears, or other defects which may compromise the impermeability of the material. Sheeting shall extend over the entire basin and berm.

Maintenance: The contents of the Washout Basin shall not exceed two-thirds of the facility capacity. Once two-thirds of the capacity is reached, concrete placement shall be discontinued until the basin is cleaned out. Hardened concrete shall be removed and properly disposed of outside the right-of-way. Slurry shall be allowed to evaporate or shall be removed and properly disposed of outside the right-of-way.

The Contractor shall immediately replace the damaged basin liner or other washout basin components to prevent leakage of concrete waste from the Washout Basin. Washout Basins shall be inspected by the Contractor after each use. All spills shall be reported to the Engineer and cleaned up immediately. The Contractor shall remove the Washout Basin when it is no longer needed.

If a rain or snowstorm is forecasted, a non-collapsing, non-water collecting cover shall be placed over the Washout Basin and secured to prevent accumulation and overflow of precipitation.

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

WASHOUT BASIN,

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

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SP-10 TEMPORARY FENCING

Description: This work shall be completed in accordance with Section 201 of the Standard Specifications at locations shown on the plans.

Construction Requirements: Fencing stakes shall be placed at a maximum of 5 ft apart.

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

TEMPORARY FENCING,

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

SP-11 FENCE REMOVAL AND NEW FENCE INSTALLATION

Description: This work shall consist of furnishing all labor and equipment for removal of the existing 3-rail fence and then furnishing and erecting split-rail fence as shown in the Plans and as directed by the Engineer. The fence style shall be a 3-rail fence with rectangular members. Round members will not be accepted.

At the locations of the existing 3-rail fence posts, the post and associated concrete shall be removed to a minimum 3-4" depth, covered with black dirt, and restored with seed and blanket. The restoration of these areas will be incidental to this pay item.

Fence rails and posts shall be made of Premium Western Red Cedar, and shall be resistant to insects and rot and free of any chemicals or toxic preservatives and/or treatments. Dimensions for the fence shall be as follows:

Post Height:	6.5 feet* (4 feet above finished grade / 2.5 feet bury depth*)
Post Girth:	Minimum 18-inches
Post Foundation Depth:	Minimum 42-inches
Post Foundation Diam.:	12-inches
Post Spacing:	10 feet on-center
Rail Girth:	Minimum 12-inches
Rail Spacing:	10-inches clear space between rails (measured face to face)
Top Rail Position:	Top of rail 5-inches below top of post

Fence posts and rails shall be free of significant warping. Installation of the fence rails and posts shall not commence until the Engineer has inspected and approved the quality and condition of the fence materials.

Fencing shall be erected at the locations shown in the Plans and as directed by the Engineer. Posts shall be installed true, plumb, and level at the spacing and depths shown in the Plans. Posts shall be set in Limestone Screenings. Rails shall be secure in place. The use of explosive fasteners, screws, or nailing will not be allowed unless approved by the Engineer.

The Contractor shall hand dig at each post location to verify geogrid presence. If geogrid is present at the location, geogrid should be carefully cut out of the hole and the remainder of the post hole will be required to be excavated by hand. If geogrid is not present at the location, the post hole may be augured mechanically.

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The Contractor shall submit shop drawings for review by the Engineer incorporating all aspects of the fence design, including fence post foundation design. Fence construction shall not commence until written approval has been obtained from the Engineer.

Any excess or waste material shall be disposed of offsite by the Contractor in accordance with Article 202.03 of the SSRBC.

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

FENCE REMOVAL AND NEW FENCE INSTALLATION,

which price shall be payment in full for the work as specified herein and measured in-place based on the lineal footage of completed and accepted fence, measured along the face of rail from outside to outside of end posts for each continuous run of fence.

SP-12 FENCE REMOVAL AND NEW FENCE INSTALLATION, WITHIN 3' OF RETAINING WALL

Description: This work shall consist of furnishing all labor and equipment for removal of the existing 3-rail fence and then furnishing and erecting split-rail fence as shown in the Plans and as directed by the Engineer. The fence style shall be a 3-rail fence with rectangular members. Round members will not be accepted.

At the locations of the existing 3-rail fence posts, the post and associated concrete shall be removed to a minimum 3-4" depth, covered with black dirt, and restored with seed and blanket. The restoration of these areas will be incidental to this pay item.

Fence rails and posts shall be made of Premium Western Red Cedar, and shall be resistant to insects and rot and free of any chemicals or toxic preservatives and/or treatments. Dimensions for the fence shall be as follows:

Post Height:	6.5 feet* (4 feet above finished grade / 2.5 feet bury depth*)
Post Girth:	Minimum 18-inches
Post Foundation Depth:	Minimum 42-inches
Post Foundation Diam.:	12-inches
Post Spacing:	10 feet on-center
Rail Girth:	Minimum 12-inches
Rail Spacing:	10-inches clear space between rails (measured face to face)
Top Rail Position:	Top of rail 5-inches below top of post

Fence posts and rails shall be free of significant warping. Installation of the fence rails and posts shall not commence until the Engineer has inspected and approved the quality and condition of the fence materials.

Fencing shall be erected at the locations shown in the Plans and as directed by the Engineer. Posts shall be installed true, plumb, and level at the spacing and depths shown in the Plans. Posts shall be set in Limestone Screenings. Rails shall be secure in place. The use of explosive fasteners, screws, or nailing will not be allowed unless approved by the Engineer.

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The Contractor shall utilize the Sleeve-It System for the fence post installation. The installation process includes, but is not limited to:

1. Excavating behind the retaining wall to a 24" depth below the top of the wall (not including the capstone).
 - a. The existing geogrid is to be reused and rolled back to allow for required excavation. Any damaged geogrid shall be repaired by the Contractor at no additional expense to the Village.
 - b. Every effort to be made to prevent undermining asphalt path.
2. Remove adequate amount of retaining wall blocks to allow for the excavating.
3. Placing the Sleeve-It unit on a level surface in an upright position.
4. Encapsulate and stabilize the Sleeve-It unit by placing and compacting sufficient backfill material layers as required.
5. When placing the geogrid, slit the geogrid perpendicular to the wall face just enough to fit around the base of the unit while ensuring that the geogrid remains properly attached to the wall.
 - a. The re-erecting of the modular block retaining wall shall be done in accordance with the manufacturer's directions and is considered incidental to this pay item.
6. Continue the backfilling process as directed until the materials reached the top of the Sleeve-It unit.
 - a. Do not remove the perforated lid until ready to place post.
 - b. Do not step on perforated lid, as it could cause serious bodily injury.
7. When ready to place the post, punch the perforated lid using a mallet or hammer to expose the inside of the Sleeve-It unit.
 - a. Detached lids shall be discarded and not left inside the unit.
8. Place the post through the exposed area and rest the flat ground surface area inside the Sleeve-It cavity. Ensure that the post is upright and level and hold in place while carefully placing limestone screenings infill.
9. Restoration shall be in accordance with the provision for SEED & BLANKET RESTORATION.

The Contractor shall submit shop drawings for review by the Engineer incorporating all aspects of the fence design, including fence post foundation design. Fence construction shall not commence until written approval has been obtained from the Engineer.

Any excess or waste material shall be disposed of offsite by the Contractor in accordance with Article 202.03 of the SSRBC.

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

FENCE REMOVAL AND NEW FENCE INSTALLATION, WITHIN 3' OF RETAINING WALL

which price shall be payment in full for the work as specified herein and measured in-place based on the lineal footage of completed and accepted fence, measured along the face of rail from outside to outside of end posts for each continuous run of fence.

SP-13 DRAINAGE & 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

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agencies.

A. DRAINAGE AND UTILITY STRUCTURES

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

B. SANITARY MANHOLES

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

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

DRAINAGE & UTILITY STRUCTURE TO BE ADJUSTED

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

SP-14 PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH.

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, removal of tree roots, bituminous paved sidewalks and/or bituminous overlayment of existing sidewalks and shall be paid for separately in accordance with the specification for SIDEWALK REMOVAL.

All work related to removal and replacement of sidewalk shall be performed in such a way as to not disturb pavement, curb and gutter, stone shoulder, turf or any other existing feature in the Village’s right-of-way, with the exception of turf immediately adjacent to the sidewalk being removed and replaced or other features explicitly marked for disturbance by the Engineer. The Contractor shall be paid for restoring disturbed turf directly adjacent to sidewalk being removed and replaced or any other feature explicitly marked for disturbance by the Engineer under the stipulations of the Contract. All other features shall be restored by the Contractor per Village Standards at no cost to the Village.

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The following items shall be included in the pay item PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH and shall not be paid for separately:

- a. Saw cutting and removal of existing tree roots 1"-diameter and less as directed by the Engineer;
- b. Furnishing, placement and compaction of varying thicknesses (typically 1" to 3") 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 for the purpose of leveling-off the sub-base to place uniform thickness of sidewalk; use of recycled materials shall not be allowed unless with a prior written permission by the Engineer;
- c. The set up of form work such that the maximum running slope of the finished walk does not exceed 5 percent (1:20) or not to exceed the general grade established for the roadway, and the cross slope is not more than 2 percent (1:50) where feasible and as directed by the Engineer;
- 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 or as directed by the Engineer;
- g. The installation per Village Standards of all traffic control devices removed by the Contractor;
- 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), **WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR;**
- i. Installation of ADA compliant ramps for curbed and non-curbed streets.

NOTE: Placement of concrete shall not be allowed prior to the Engineer inspecting the base material. PCC sidewalk installed without prior inspection and approval of the base material will not be accepted for payment. The Contractor shall at the direction of the Engineer remove and replace the section (s) of sidewalk in question at no cost to the Village.

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

P.C.C. SIDEWALK, 5 INCH

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

SP-15 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 (2" max concrete border allowed) in accordance with the latest PROWAG guidelines and at the direction of the Director of Engineering (or his/her designee).

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Detectable Warnings shall be:

- 1) Access-Tile Cast-In-Place Replaceable,
- 2) Tuff Tile Wet-Set Replaceable Tile,
or equivalent equal.

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-16 CLASS D PATCHES, 3", SPECIAL

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

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

Pavement patching shall include the saw cutting of existing pavement, transportation and disposal of all pavement, sub-base and subgrade materials to depth not less than three inches (3") in accordance with Sections 202, 205 and 440 of the Standard Specifications where marked in the field by the Engineer.

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

The hot-mix asphalt material shall conform to the requirements for Hot-Mix Asphalt Surface Course, Mix "D", N50.

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

Add the following to Article 442.08 of the SSRBC.

All Class D patches shall be 3" inches thick.

Method of Measurement: Pavement removal and replacement shall be measured for payment in place and the area computed in square yards. Patches shall be classified as CL D, 3".

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

CLASS D PATCH, 3", SPECIAL,

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

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SP-17 SEED & BLANKET RESTORATION

Description: This item shall be done in accordance with the applicable portions of Sec. 250 and 251.04 of the SSRBC and the following provisions.

As contract work progresses through the Village, parkway restoration work shall commence in a timely manner in areas where permanent placement of new curb and gutter, driveways, sidewalks, etc., has been completed. Under no circumstances shall the Contractor prolong final grading, shaping, seed and blanket placement so that the entire project can be permanently restored at the same time.

This work shall consist of the excavation, topsoiling, seeding and blanketing all areas disturbed by construction activities.

All topsoil to be used for parkway restoration shall be obtained from outside the limits of this improvement, transported to the site and placed at required locations to a minimum depth of 4". All materials shall meet the requirements of Art. 1081.05 of the SSRBC. All placement of topsoil shall meet the requirements of Sec. 211 of the SSRBC.

Seeding Mixture shall conform with IDOT Class 1 – Lawn Mixture of Art. 250.07 of the SSRBC. Seed installation shall meet the requirements of Sec. 250 of the SSRBC.

For that period prior to full restoration, the Contractor shall backfill and grade all disturbed areas so as to insure the safety of the general public. Parkways shall be left in a safe, clean and usable condition conducive to foot traffic and to the satisfaction of the Village. The Contractor shall protect these unfinished areas against erosion and work to keep them weed free.

The erosion control blanket shall meet the requirements of Art. 251.04 of the SSRBC.

Method of Measurement: Seed & Blanket Restoration shall be measured for in place and the area computed in square yards.

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

SEED & BLANKET RESTORATION,

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

SP-18 RETAINING WALL REMOVAL

Description: This work shall consist of the removal of modular block walls according to Section 501 of the SSRBC, as detailed on the plans and modified herein.

The existing modular block retaining walls designated for removal on the plans shall be removed entirely, unless noted otherwise in the plans. Modular blocks shall be carefully removed to minimize breaking, piled neatly on-site to be re-used. Any excess blocks shall be disposed of offsite at no additional cost to the Village.

Basis of Payment: The work will be paid for at the contract unit price per **FOOT**, as measured along the top of the existing wall, for:

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RETAINING WALL REMOVAL

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

SP-19 MODULAR BLOCK RETAINING WALL

Description: This work shall consist of the furnishing of materials and installation of a MODULAR BLOCK RETAINING WALL. This wall shall be constructed with high strength density concrete modular units, freeze thaw resistant with rear alignment flange providing a one and one-eighth inch (1 1/8") set back from a vertical plane with each course. The Contractor shall first re-use usable blocks from RETAINING WALL REMOVAL. If there are an inadequate quantity of re-usable blocks, the Contractor shall match the existing modular block retaining wall units for style, color, and shape. Concrete Modular Retaining Wall units shall meet or exceed the standards outlined in ASTM C90-90 (Specification for Load Bearing Concrete Masonry Units): and ASTM C666-90 (Test Method for Resistance of Concrete to Rapid Freezing and Thawing).

Erection of the wall shall be in accordance with the concrete module manufacturer's recommendations and as specified herein. The wall shall be placed on a bed of six inches compacted CA-6 Aggregate. The top of the first row of concrete modules shall be set at one inch below the lowest top of walk for that course of modules. Each course shall be laid with the lip of the units placed against the back of the preceding course. Units shall be pulled forward as far as possible. The first layer shall have a one-inch tieback bank.

Contractor is responsible for obtaining Structural Drawings signed and sealed by an Illinois Licensed Structural Engineer for walls higher than 3 ft.

For drainage within the retaining wall, a perforated 4-inch dia. PVC tile shall be wrapped within a porous geofabric textile and placed along the retaining wall's entire length.

Excavation shall be conducted as to obtain a 45-degree angle as measured from the heel of the retaining wall to the furthest point of excavation on the surface of the hill to be retained. Any excavated materials not suitable for reuse shall be disposed of off-site and shall be incidental to the retaining wall installation.

Backfill shall consist of CA-6 aggregate and shall be incidental to retaining wall installation. Backfill shall be tamped in place in eight-inch lifts with a mechanical tamper, prior to installing the succeeding layer of modules.

Wall units damaged during erection of the wall shall be replaced by the Contractor with new units. Excess excavated material resulting from the construction of the wall shall be removed from within the limits of the Village of Downers Grove.

Except where noted on the plans, four (4) inches of topsoil shall be placed on a clay cap six (6) inches thick. The topsoil and sod restoration shall be in accordance with provision for SEED & BLANKET RESTORATION.

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

MODULAR BLOCK RETAINING WALL,

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

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SP-20 MODULAR BLOCK RETAINING WALL REPAIR

Description: This work shall consist of removing, cleaning, and restoring the existing Modular Block Retaining Wall at the locations shown on the plans in accordance with the applicable portions of Section 522 of the SSRBC or as directed by the Engineer.

Debris and unsatisfactory material shall be removed and disposed of to the satisfaction of the Engineer.

Contractor shall protect materials from damage. Damaged materials shall not be incorporated into the retaining wall. Any damage to the modular block retaining wall by the Contractor during the removal, repair and restorations shall be repaired in kind at the Contractor's expense to the satisfaction of the Engineer.

Any necessary excavation shall be conducted as to obtain a 45-degree angle as measured from the heel of the retaining wall to the furthest point of excavation on the surface of the hill to be retained. Any excavated materials not suitable for reuse shall be disposed of off-site and shall be incidental to the retaining wall installation.

Any necessary backfill shall consist of CA-6 aggregate and shall be incidental to retaining wall installation. Backfill shall be tamped in place in eight-inch lifts with a mechanical tamper, prior to installing the succeeding layer of modules.

Modular block retaining wall shall be measured for payment per square foot, measured in place, based on the surface area of the wall restored. All wall appurtenances specified on the plans and construction details shall be considered incidental to the cost of this item.

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

MODULAR BLOCK RETAINING WALL REPAIR,

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

SP-21 REMOVE AND RE-ERECT MODULAR BLOCK RETAINING WALL, SPECIAL

Description: This work shall consist of removing and rebuilding, with new modular wall units, the existing Modular Block Retaining Wall at the McCollum Park locations shown on the plans in accordance with the applicable portions of Section 522 of the SSRBC or as directed by the Engineer.

Materials:

- I. Modular Wall Units
 - A. Wall units shall be Allan Block "Ashlar Collection" Retaining Wall units as produced by a licensed manufacturer.
 - B. Wall units shall have a minimum 28 day compressive strength of 3000 psi (20.7 MPA) in accordance with ASTM C1372. The concrete units shall have adequate freeze-thaw protection in accordance with ASTM C1372 or an average absorption rate of 7.5 lb/ft³ (120 kg/m³) for northern climates and 10 lb/ft³ (160 kg/m³) for southern climates.
 - C. Exterior dimensions shall be uniform and consistent. Maximum dimensional deviations on the height of any two units shall be 0.125 in. (3mm).
 - D. Wall units shall provide a minimum of 110 lbs total weight per square foot of wall face area (555 kg/m²). Fill contained within the units may be considered 80% effective weight.
 - E. Exterior face shall be textured. The custom color is available from Reading Rock under the

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name “McCollum Park”.

II. Wall Rock

- A. Material must be well-graded compactable aggregate, 0.25 in. to 1.5 in., (6mm-38mm) with no more than 10% passing the #200 sieve. (ASSTM D422).
- B. Material behind and within the blocks may be the same material.

III. Infill Soil

- A. Infill materials shall be site excavated soils when approved by the on-site engineer unless otherwise specified in the drawings. Unsuitable soils for backfill (heavy clays or organic soils) shall not be used in the reinforced soil mass. Fine grained cohesive soils ($f < 31$) may be used in wall construction, but additional backfilling, compaction and water management efforts are required. Poorly graded sands, expansive clays and/or soils with a plasticity index (PI) > 20 or a liquid limit (LL) > 40 should not be used in wall construction.
- B. The infill soil used must meet or exceed the designed friction angle and description noted on the design cross sections, and must be free of debris and consist of one of the following inorganic USCS soil types: GP, GW, SW, SP, SM, SM-SC meeting the following gradation as determined in accordance with ASTM D422.

Sieve Size	Percent Passing
ch	100-75
4	100-20
40	0-60
200	0-35

- C. Where additional fill is required, the contractor shall submit sample and specifications to the wall design engineer or the on-site soils engineer for approval and the approving engineer must certify that the soils proposed for use has properties meeting or exceeding original design standards.

Wall Construction:

I. Excavation

- A. Contractor shall excavate to the lines and grades shown on the construction drawings. Contractor shall use caution not to overexcavate beyond the lines shown, or to disturb the base elevations beyond those shown.
- B. Contractor shall verify locations of existing structures and utilities prior to excavation. Contractor shall ensure all surrounding structures are protected from the effects of wall excavation.

II. Foundation Soil Preparation

- A. Foundation soil shall be defines as any soils located beneath a wall.
- B. Foundation soil shall be excavated as dimensioned on the plans and compacted to a minimum of 95% of Standard Proctor (ASTM D698) prior to placement of the base material.
- C. Foundation soil shall be examined by the on-site soils engineer to ensure that the actual foundation soil strength meets or exceeds assumed design strength. Soil not meeting the required strength shall be removed and replaced with acceptable material.

III. Base

- A. Base material shall be placed as shown on the construction drawing. Top of base shall be located to allow bottom wall units to be buried to proper depths as per wall heights and

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specifications.

- B. Base material shall be installed on undisturbed native soils or suitable replacement fills compacted to a minimum of 95% Standard Proctor (ASTM D698).
- C. Base shall be compacted at 95% Standard Proctor (ASTM D698) to provide a level hard surface on which to place the first course of blocks. The base shall be constructed to ensure proper wall embedment and the final elevation shown on the plans. Well-graded sand can be used to smooth the top ½ in. (13 mm) on the base material.
- D. Base material shall be 4 in. (100 mm) minimum depth for walls under 4 ft (1.2 m) and a 6 in. (150 mm) minimum depth for walls over 4 ft (1.2 m).

IV. Unit Installation

- A. The first course of the wall units shall be placed on the prepared base with the raised lip facing up and out and the front edges tight together. The units shall be checked for level and alignment as they are placed.
- B. Ensure that units are in full contact with base. Proper care shall be taken to develop straight lines and smooth curves on base course as per wall layout.
- C. Fill all cores and cavities and a minimum 12 in. (300 mm) behind the base course with wall rock. Use approved soils to backfill behind the wall rock and in front of the base course to firmly lock in place. Check again for level and alignment. Use a plate compactor to consolidate the area behind the base course. All excess material shall be swept from top of units.
- D. Install next course of wall units on top of base row. Position blocks to be offset from seams of blocks below. Perfect “running bond” is not essential, but a 3 in. (75 mm) minimum offset is recommended. Check each block for proper alignment and level. Fill all cavities in and around wall units and to a minimum of 12 in. (300 mm) depth behind block with wall rock. For taller wall application the depth of wall rock behind the block should be increased; walls from 15 ft (4.57 m) to 25 ft (7.62 m) should have a minimum of 2 ft (0.61 m) and walls above 25 ft (7.62 m) should have a minimum of 3 ft (0.91 m). Spread backfill in uniform lifts not exceeding 8 in. (200 mm) in uncompacted thickness and compact to 95% of Standard Proctor (ASTM D698) behind the consolidation zone.
- E. The consolidation zone shall be defined as 3 ft (1 m) behind the wall. Compaction within the consolidation zone shall be accomplished by using a hand operated plate compactor and shall begin by running the plate compactor directly on the block and then compacting in parallel paths from the wall face until the entire consolidation zone has been compacted. A minimum of two passes of the plate compactor are required with maximum lifts of 8 in. (200 mm). Expansive or fine-grained soils may require additional compaction passes and/or specific compaction equipment such as a sheepsfoot roller. Maximum lifts of 4 in. (100 mm) may be required to achieve adequate compaction within the consolidation zone. Employ methods using lightweight compaction equipment that will not disrupt the stability or batter of the wall. Final compaction requirements in the consolidation zone shall be established by the engineer of record.
- F. Install each subsequent course in like manner. Repeat procedure to the extent of wall height.
- G. As with any construction work, some deviation from construction drawing alignments will occur. Variability in construction of SRWs is approximately equal to that of cast-in-place retaining walls. As opposed to cast-in-place concrete walls, SRWs can be simply corrected or modified during construction. Based upon examination of numerous completed SRWs, the following recommended minimum tolerances can be achieved with good construction techniques:
 1. Vertical Control - +/- 1.25 in. (32 mm) max. over 10 ft (3 m) distance.

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2. Horizontal Location Control – straight lines +/- 1.25 in. (32 mm) over a 10 ft (3m) distance.
3. Rotation – from established plan wall batter : 2.0°
4. Bulging – 1.0 in. (25 mm) over a 10 ft (3.0 m) distance

V. Additional Construction Notes

- A. When one wall branches into two terraced walls, it is important to note that the soil behind the lower wall is also the foundation soil beneath the upper wall. This soil shall be compacted to a minimum of 95% of Standard Proctor (ASTM D698) prior to placement of the base material. Achieving proper compaction in the soil beneath an upper terrace prevents settlement and deformation of the upper wall. One way is to replace the soil with wall rock and compact in 8 in. (200 mm) lifts. When using onsite soils, compact in maximum lifts of 4 in. (100 mm) or as required to achieve specified compaction.
- B. Filter fabric use is not suggested for use with cohesive soils. Clogging of such fabric creates unacceptable hydrostatic pressures in soil reinforced structures. When filtration is deemed necessary in cohesive soils, use a three dimensional filtration system of clean sand or filtration aggregate.
- C. Embankment protection fabric is used to stabilize rip rap and foundation soils in water applications and to separate infill materials from the retained soils. This fabric should permit the passage of fines to preclude clogging of the material. Embankment protection fabric shall be a high strength polypropylene monofilament material designed to meet or exceed typical Corps of Engineers plastic filter fabric specifications (SW-02215); stabilized against ultraviolet (UV) degradation and typically exceeding the values on Table 1 (see pg 8 of Spec Book).
- D. Water management is of extreme concern during and after construction. Steps must be taken to ensure that drain pipes are properly installed and vented to daylight and a grading plan has been developed that routes water away from the retaining wall location. Site water management is required both during construction of the wall and after completion of construction.

Product Specifications

- I. Scope – This specification covers dry-cast segmental retaining wall units of concrete, machine-made from hydraulic cement, water, and suitable mineral aggregates with or without the inclusion of other materials. The units are intended for use in the construction of mortarless segmental retaining walls. Materials shall comply with ASTM C 1372-04.
- II. Physical Requirements
 - A. At the time of delivery to the work site, the units shall conform to the physical requirements of Table 2 when tested in accordance with 8.2.
 - B. Freeze-Thaw Durability – In areas where repeated freezing and thawing under saturated conditions occur, freeze-thaw durability shall be demonstrated by test or by proven field performance that the segmental retaining wall units have adequate durability for the intended use. When testing is required by the specifier to demonstrate freeze-thaw durability, the units shall be tested in accordance with 8.3.
 - C. Specimens shall comply with either of the following: (1) the weight loss of each of five test specimens at the conclusion of 100 cycles shall not exceed 1% of its initial weight; or (2) the weight loss of each of four of the five test specimens at the conclusion of 150 cycles shall not exceed 1.5% of its initial weight.

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ASTM TABLE 1: Strength and Absorption Requirements (ASTM)		
Minimum Required Net Average Compressive Strength, psi (MPa)		
Average of 3 units: 3000 (20.7) Individual Unit: 2500 (17.2)		
Maximum Water Absorption Requirements, lb/ft³ (kg/m³)		
Weight Classification Oven Dry Density of Concrete lb/ft³ (kg/m³)		
Light Weight Less than 105 (1682) 18 (288)	Medium Weight 105 (1682) to less than 125 (2002) 15 (240)	Normal Weight 125 (2002) or more 13 (208)

III. Permissible Variations in Dimensions

- A. Overall dimensions for width, height, and length shall differ by not more than +/- 1/8 in. (3.2 mm) from specified standard dimensions.
- B. Dimensional tolerance requirements for width shall be waived for architectural surfaces.

IV. Finish and Appearance

- A. All units shall be sound and free of cracks or other defects that interfere with the proper placement of the unit or significantly impair the strength or permanence of the construction. Minor cracks incidental to the usual method of manufacture or minor chipping resulting from customary methods of handling in shipment and delivery, are not ground for rejection.
- B. Where units are to be used in exposed wall construction, the face or faces that are to be exposed shall not show chips or cracks, not otherwise permitted, or other imperfections when viewed from a distance of not less than 20 ft (6.1 m) under diffused lighting.
- C. Five percent of shipment containing chips not larger than 1 in. (25.4 mm) in any dimension, or cracks not wider than 0.02 in. (0.5 mm) and not longer than 25% of the nominal height of the unit is permitted.
- D. The color and texture of units shall be specified by the purchaser. The finished surface that will be exposed in place shall conform to an approved sample consisting of not less than four units, representing the range of texture and color permitted.

V. Sampling and Testing

- A. The purchaser or authorized representative shall be accorded proper facilities to inspect and sample units at the place of manufacture from the lots ready for delivery.
- B. Sample and test units for compressive strength, absorption, and dimensional tolerances in accordance with Test Methods C 140.
- C. When required, sample and test five specimens for freeze-thaw durability in water in accordance with Test Method C 1262. Freeze-thaw durability shall be based on tests of units made with the same materials, concrete mix design, manufacturing process, and curing method, conducted not more than 24 months prior to delivery.

- VI. Compliance – If a sample fails to conform to the specified requirements, the manufacturer shall be permitted to remove units from the shipment. A new sample shall be selected by the purchaser from remaining units from shipment with a similar configuration and dimension and tested at the expense of the manufacturer. If the second sample meets the specified requirements, the remaining portion of the shipment represented by the sample meets the specified requirements. If the second sample fails to meet the specified requirements, the remaining portion of the shipment represented by the sample fails to meet the specified requirements.

Contractor shall check materials upon delivery to assure that specified type and grade of materials have been received and proper color and texture of block retaining wall units have been received.

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Contractor shall store and handle materials in accordance with manufacturer's recommendations.

Contractor shall protect materials from damage. Damaged materials shall not be incorporated into the retaining wall. Any damage to the modular block retaining wall by the Contractor during the removal, repair and restorations shall be repaired in kind at the Contractor's expense to the satisfaction of the Engineer.

Any necessary excavation shall be conducted as to obtain a 45-degree angle as measured from the heel of the retaining wall to the furthest point of excavation on the surface of the hill to be retained. Any excavated materials not suitable for reuse shall be disposed of off-site and shall be incidental to the retaining wall installation.

Any necessary backfill shall consist of CA-6 aggregate and shall be incidental to retaining wall installation. Backfill shall be tamped in place in eight-inch lifts with a mechanical tamper, prior to installing the succeeding layer of modules.

Any waste material shall be disposed of offsite by the Contractor in accordance with Art. 202.03 of the SSRBC.

Contractor shall save any excess segmental block units and coordinate with the Village of Downers Grove Public Works Department personnel to return to a Village facility.

Modular block retaining wall shall be measured for payment per square foot, measured in place, based on the surface area of the wall from the top of the leveling pad to the top of the wall (including cap stone). All cap stone and other wall appurtenances specified on the plans and construction details shall be considered incidental to the cost of this item.

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

REMOVE AND RE-ERECT MODULAR BLOCK RETAINING WALL, SPECIAL,

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

SP-22 MODULAR BLOCK RETAINING WALL REPAIR, SPECIAL

Description: This work shall consist of removing, cleaning, and restoring, with new blocks, the existing Modular Block Retaining Wall at the locations shown on the plans in accordance with the applicable portions of Section 522 of the SSRBC or as directed by the Engineer.

Debris and unsatisfactory material shall be removed and disposed of to the satisfaction of the Engineer.

The Contractor shall utilize the block herein described in REMOVE AND RE-ERECT MODULAR BLOCK RETAINING WALL, SPECIAL, and install per the manufacturer's recommendations.

Contractor shall check materials upon delivery to assure that specified type and grade of materials have been received and proper color and texture of block retaining wall units have been received.

Contractor shall store and handle materials in accordance with manufacturer's recommendations.

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Contractor shall protect materials from damage. Damaged materials shall not be incorporated into the retaining wall. Any damage to the modular block retaining wall by the Contractor during the removal, repair and restorations shall be repaired in kind at the Contractor's expense to the satisfaction of the Engineer.

Any necessary excavation shall be conducted as to obtain a 45-degree angle as measured from the heel of the retaining wall to the furthest point of excavation on the surface of the hill to be retained. Any excavated materials not suitable for reuse shall be disposed of off-site and shall be incidental to the retaining wall installation.

Any necessary backfill shall consist of CA-6 aggregate and shall be incidental to retaining wall installation. Backfill shall be tamped in place in eight-inch lifts with a mechanical tamper, prior to installing the succeeding layer of modules.

Modular block retaining wall shall be measured for payment per square foot, measured in place, based on the surface area of the wall restored (including cap stone). All cap stone and other wall appurtenances specified on the plans and construction details shall be considered incidental to the cost of this item.

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

MODULAR BLOCK RETAINING WALL REPAIR, SPECIAL,

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

SP-23 VERIFY AND RE-GLUE WALL CAPS

Description: This work shall consist of the labor to check the existing wall caps of the retaining walls surrounding the McCollum Park detention area to verify if the caps have loosened. Any loose caps shall be re-glued. The Contractor shall submit the type of glue to be used for approval by the Engineer.

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

VERIFY AND RE-GLUE WALL CAPS

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

SP-24 STUMP REMOVAL

Description: This work shall consist of the removal of stumps in the parkway or in the existing modular block retaining wall. The trees have previously been removed by others. All excess chips and debris from the operation shall be removed from the Village right-of-way. This work shall be done in accordance with Section 201 of the SSRBC. The entire tree stump shall be removed to the satisfaction of the Engineer.

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

STUMP REMOVAL,

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

SP-25 IVY REMOVAL

Description: This work shall consist of the removal of ivy that has grown on the face of the existing

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modular block retaining wall. This work shall be done in accordance with Section 201 of the SSRBC. The ivy shall be removed in its entirety to the satisfaction of the engineer.

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

IVY REMOVAL,

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

SP-26 EARTH EXCAVATION, SPECIAL

Description: This work shall consist of the excavation, removal, and disposal of existing materials located on site required for the proposed work. Earth Excavation shall include removal of existing aggregate base and underlying soil to the depth specified on the plans. Removal of existing sidewalk shall be paid for under PCC SIDEWALK REMOVAL. Removal of asphalt at the locations of proposed sidewalk shall be paid for separately, but existing aggregate base material shall be included in the unit price for EARTH EXCAVATION, SPECIAL. This work shall be as specified and in accordance with Sections 202, 204, 205 and 440 of the SSRBC and as specified herein.

As stated in Section 4.1.3.1 of this contract, after construction staking of the proposed sidewalk in its entirety has been performed by the Contractor, the Engineer shall direct the Contractor to expose the root zones of select trees within the footprint of the proposed sidewalk. This work shall be done in a way as to not disturb the tree roots. Tree removal and excavation to the proposed sidewalk sub-grade SHALL NOT take place prior to exposing tree root zones. The area of excavation to expose tree root zones as specified herein is approximately 2000 square feet. This work shall be considered part of the pay item EARTH EXCAVATION, SPECIAL.

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

EARTH EXCAVATION, SPECIAL,

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

SP-27 NON-SPECIAL WASTE DISPOSAL, SPECIAL

Description: This item shall be done in accordance with the applicable portions of Sec. 669 of the Standard Specifications except as modified herein.

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.

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 be responsible for properly disposing of the excavated soils 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.

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All additional work to satisfy these requirements shall be the responsibility of the Contractor. All costs associated with meeting these requirements shall be paid for as specified herein. These costs shall include but are not limited to the cost of additional hauling, dump fees, etc.

All costs that include but are not limited to all required testing, lab analysis, and certification by a licensed professional engineer (PE) or licensed professional geologist (PG) for properly disposing of the material at an acceptable landfill shall be paid for separately for SOIL DISPOSAL ANALYSIS per the contract unit price.

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

NON-SPECIAL WASTE DISPOSAL, SPECIAL,

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

SP-28 STORAGE OF MATERIALS AND EQUIPMENT

At no time shall the Contractor store materials and equipment in private or public right-of-ways, except for approved Material and Equipment Staging areas noted on the plans. Parking or storing construction vehicles and equipment overnight is strictly prohibited including, but not limited to, box trucks, dump trucks, pavers, trailers, etc.

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SCHEDULE OF PRICES:

ITEM NO.	SP	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
1	IDOT	MOBILIZATION	L. SUM	1	\$25,000.00	\$25,000.00
2	3	PRECONSTRUCTION VIDEOTAPING	L. SUM	1	\$500.00	\$500.00
3	4	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	L. SUM	1	\$10,000.00	\$10,000.00
4	IDOT	RAILROAD FLAGGER	DAY	4	\$1,000.00	\$4,000.00
5	5	RAILROAD PROTECTIVE LIABILITY INSURANCE	L. SUM	1	\$5,000.00	\$5,000.00
6	6	TREE PROTECTION	FOOT	240	\$5.00	\$1,200.00
7	7	PERIMETER EROSION CONTROL	FOOT	245	\$10.00	\$2,450.00
8	7	INLET FILTERS	EACH	5	\$750.00	\$3,750.00
9	8	STREET SWEEPING AND DUST CONTROL	HOUR	15	\$350.00	\$5,250.00
10	9	WASHOUT BASIN	EACH	2	\$1,500.00	\$3,000.00
11	10	TEMPORARY FENCING	FOOT	950	\$12.50	\$11,875.00
12	11	FENCE REMOVAL AND NEW FENCE INSTALLATION	FOOT	650	\$75.00	\$48,750.00
13	12	FENCE REMOVAL AND NEW FENCE INSTALLATION WITHIN 3' OF RETAINING WALL	FOOT	300	\$75.00	\$22,500.00
14	13	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	1	\$4,500.00	\$4,500.00
15	IDOT	PCC SIDEWALK REMOVAL	SQ FT	1,870	\$9.50	\$17,765.00
16	14	PCC SIDEWALK, 5"	SQ FT	1,870	\$22.00	\$41,140.00
17	15	DETECTABLE WARNINGS	SQ FT	18	\$50.00	\$900.00
18	16	CLASS D PATCH, 3", SPECIAL	SQ YD	246	\$50.00	\$12,300.00
19	17	SEED AND BLANKET RESTORATION	SQ YD	2,640	\$8.00	\$21,120.00
20	18	RETAINING WALL REMOVAL	FOOT	335	\$25.00	\$8,375.00
21	19	MODULAR BLOCK RETAINING WALL	SQ FT	240	\$100.00	\$24,000.00
22	20	MODULAR BLOCK RETAINING WALL REPAIR	SQ FT	40	\$150.00	\$6,000.00
23	22	MODULAR BLOCK RETAINING WALL REPAIR, SPECIAL	SQ FT	15	\$150.00	\$2,250.00

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24	21	REMOVE AND RE-ERECT MODULAR BLOCK RETAINING WALL, SPECIAL	SQ FT	800	\$90.00	\$72,000.00
25	23	VERIFY AND RE-GLUE WALL CAPS	L SUM	1	\$5,000.00	\$5,000.00
26	24	STUMP REMOVAL	EACH	7	\$350.00	\$2,450.00
27	25	IVY REMOVAL	L SUM	1	\$4,500.00	\$4,500.00
28	26	EARTH EXCAVATION, SPECIAL	CU YD	41	\$500.00	\$20,500.00
29	27	NON-SPECIAL WASTE DISPOSAL, SPECIAL	LOAD	20	\$200.00	\$4,000.00
30	IDOT	SOIL DISPOSAL ANALYSIS	EACH	2	\$1,500.00	\$3,000.00
					TOTAL	\$393,075.00

Village of Downers Grove – S-009 –Block Retaining Walls Replacement/Rehabilitation

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:

Semper Fi Landscaping, Inc.
Company Name

4/16/2024
Date

1215 Deer Street
Street Address of Company

robert@semperfi.land
E-mail Address

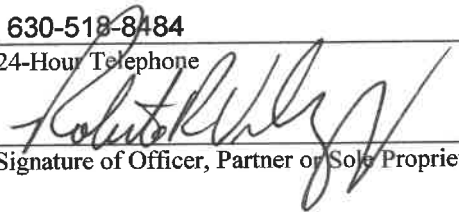
Yorkville, IL 60560
City, State, Zip

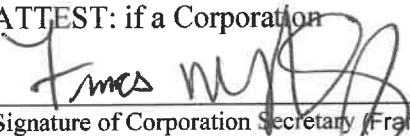
Roberto R Velazquez
Contact Name (Print)

630-518-8484
Business Phone

630-518-8484
24-Hour Telephone

630-882-9973
Business Fax


Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Signature of Corporation Secretary (Frances M Ramirez)

Roberto R Velazquez, President
Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by **September 6, 2024** in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

Village of Downers Grove – S-009 –Block Retaining Walls Replacement/Rehabilitation

V. BID and CONTRACT FORM (Contractor)

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

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

BIDDER:

Semper Fi Landscaping, Inc.
Company Name

4/16/2024
Date

1215 Deer Street
Street Address of Company

robert@semperfi.land
E-mail Address

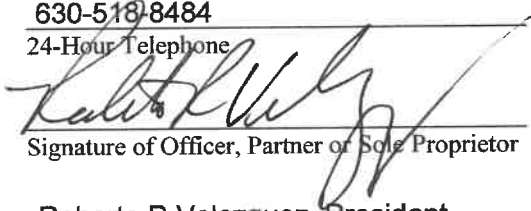
Yorkville, IL 60560
City, State, Zip

Roberto R Velazquez
Contact Name (Print)

630-518-8484
Business Phone

630-518-8484
24-Hour Telephone

630-882-9973
Business Fax


Signature of Officer, Partner or Sole Proprietor

Roberto R Velazquez, President
Print Name & Title

ATTEST: if a Corporation


Signature of Corporation Secretary (Frances M Ramirez)

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by **September 6, 2024** in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

Village of Downers Grove – S-009 –Block Retaining Walls Replacement/Rehabilitation

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to S-009 Block Retaining Walls Replacement/Rehabilitation, Bidder Semper Fi Landscaping, 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 each worker's name, address, telephone number when available, the last four digits of the worker's social security number, gender, race, ethnicity, veteran's status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. This record shall be sent to the Illinois Department of Labor no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. The records 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 – S-009 –Block Retaining Walls Replacement/Rehabilitation

BIDDER'S CERTIFICATION (page 2 of 3)

BY: [Signature]
Bidder's Authorized Agent Signature (Roberto R Velazquez, President)

8 3 - 4 6 0 7 0 9 8

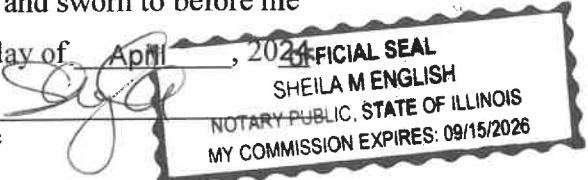
FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me

this 16th day of April, 2024

Notary Public



(Fill Out Applicable Paragraph Below)

(a) Corporation

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

President: Roberto R Velazquez

Secretary: Frances M Ramirez

Treasurer: Frances M Ramirez

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 ByLaws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) 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 – S-009 –Block Retaining Walls Replacement/Rehabilitation

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: _____

AGENT: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

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: _____

Print Name and Title of Authorizing Signature: _____

Signature: _____

Date: _____

Village of Downers Grove – S-009 –Block Retaining Walls Replacement/Rehabilitation

MUNICIPAL REFERENCE LIST

Municipality: Lisle Park District
 Address: 1925 Ohio Street, Lisle, IL 60532
 Contact Name: Dan Garvy Phone #: 630-353-4310
 Name of Project: Rott Creek Bank Stabilization Project
 Contract Value: \$83,000.00 Date of Completion: September, 2021

Municipality: Village of Glenview
 Address: 2500 East Lake Avenue, Glenview Illinois, 60026
 Contact Name: Tim Schwister Phone #: 847-904-4422
 Name of Project: Chicago River Retaining Wall Improvements
 Contract Value: \$400,000.00 Date of Completion: December, 2019

Municipality: Des Plaines Park District / Cordogan Clark Engineering
 Address: 2222 Birch Street, Des Plaines, IL 60018
 Contact Name: Paul Cathey Phone #: 847-391-5088
 Name of Project: Arndt Park - Landscape and Playground Installation
 Contract Value: \$405,000.00 Date of Completion: September, 2023

Municipality: Granite REIT (Jacob & Heffner Engineers)
 Address: 1333 Butterfield Rd. Suite 300, Downers Grove, IL 60515
 Contact Name: Mark Zaprzalka Phone #: 630-310-2998
 Name of Project: Crossroads Drive Retaining Wall Replacement
 Contract Value: \$463,000.00 Date of Completion: August 2023

Municipality: City of Lake Forest, IL
 Address: 800 North Field Drive, Lake Forest, IL 60045
 Contact Name: Chuck Myers Phone #: 847-810-3565
 Name of Project: Memorial Gardens at the Lake Forest Cemetery
 Contract Value: \$846,000.00 Date of Completion: August 2023

Village of Downers Grove – S-009 –Block Retaining Walls Replacement/Rehabilitation

SUBCONTRACTORS LIST

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

1) Paul Herrera Construction Co., LTD (815) 568-6375 Type of Work Concrete

Addr: 24520 Harmony Road City Marengo State IL Zip 60152

2) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

3) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

Village of Downers Grove – S-009 –Block Retaining Walls Replacement/Rehabilitation



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: Semper Fi Landscaping, Inc.

ADDRESS: 1215 Deer Street

CITY: Yorkville

STATE: IL

ZIP: 60560

PHONE: 630-518-8484 FAX: 630-882-9973

TAX ID #(TIN): 83-4607098
(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: *Roberto R Velazquez*
(Roberto R Velazquez, President)

DATE: 4/16/2024

Village of Downers Grove – S-009 –Block Retaining Walls Replacement/Rehabilitation

Apprenticeship and Training Certification

(The Village of Downers Grove will use the information supplied on this Certification to determine the lowest responsible bidder in accordance with the Village of Downers Grove purchasing policy.)

Name of Bidder: Semper Fi Landscaping, Inc.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, or pursuant to Section 2.47.4 of the Downers Grove Municipal 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.**

Internal Union Of Operating Engineers Local 150

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: Roberto R Velazquez, President

Signature: 

Village of Downers Grove – S-009 –Block Retaining Walls Replacement/Rehabilitation

Date: 04/16/2024

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 
(Roberto R Velazquez)

Company Name Semper Fi Landscaping, Inc.

Title President

Date 04/16/2024

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 – S-009 –Block Retaining Walls Replacement/Rehabilitation

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.

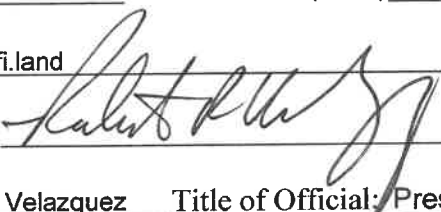
Company Name: Semper Fi Landscaping, Inc.

Address: 1215 Deer Street

City: Yorkville Zip Code: 60560

Telephone: (630) 518-8484 Fax Number: (630) 882-9973

E-mail Address: robert@semperfi.land

Authorized Company Signature: 

Print Signature Name: Roberto R Velazquez Title of Official: President

Date: 4/16/2024

Village of Downers Grove – S-009 –Block Retaining Walls Replacement/Rehabilitation

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.

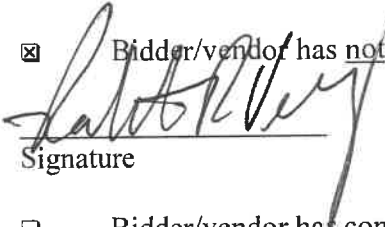
Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal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

Semper Fi Landscaping, Inc. _____

Under penalty of perjury, I declare:

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



Signature

Roberto R Velazquez, President

Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

Village of Downers Grove – S-009 –Block Retaining Walls Replacement/Rehabilitation

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.



Affidavit of Availability

For the Letting of



Bureau of Construction
 2300 South Dirksen Parkway/Room 322
 Springfield, IL 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	Accumulated Totals
Contract Number	Project No. 1130	N/A	N/A			
Contract With	Deerfield Park District	Des Plaines Park District	The Village of University Park			
Estimated Completion Date	8/31/2024	3/10/2025	8/01/2024			
Total Contract Price	\$2,325,254.21	\$3,080,000.00	\$57,950.00			
Uncompleted Dollar Value if Firm is the Prime Contractor	\$2,154,711.24	\$2,802,104.11	\$57,950.00			\$5,014,765.35
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						\$5,014,765.35

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.

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping	\$2,154,711.24	\$2,802,104.11	\$57,950.00			
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals	\$2,154,711.24	\$2,802,104.11	\$57,950.00			

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

Part III. Work Subcontracted to Others.

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

	1	2	3	4	Awards Pending
Subcontractor	ForeverLawn Chicago, LLC	Stalworth Underground			
Type of Work	Playground turf/ Bocce Ball Turf	Sheetpiling			
Subcontract Price	\$80,420.00	\$460,050.00			
Amount Uncompleted	\$80,420.00	\$460,050.00			
Subcontractor	Paul Herrera Construction Co., LTD	MA Rodriguez, Big Trees Inc			
Type of Work	Concrete	Transplant tree			
Subcontract Price	\$493,664.00	\$3,569.25			
Amount Uncompleted	\$493,664.00	\$3,569.25			
Subcontractor	ParKreation, Inc	Homer Tree Service, Inc			
Type of Work	PIP playground surface	Tree Removal			
Subcontract Price	\$81,197.00	\$14,025.00			
Amount Uncompleted	\$81,197.00	\$14,025.00			
Subcontractor	Roger J. Schwab Plumbing, Inc				
Type of Work	Plumbing				
Subcontract Price	\$12,380.00				
Amount Uncompleted	\$12,380.00				
Subcontractor	Powerlink Electric, Inc.				
Type of Work					
Subcontract Price	\$26,570.00				
Amount Uncompleted	\$26,570.00				
Total Uncompleted	\$694,231.00	\$477,644.25			

Notary

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

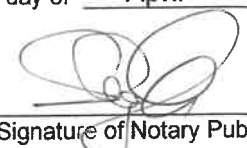
Officer or Director

Title

 Signature Date
 Company

 Address

 City State Zip Code

Subscribed and sworn to before me
 this 16 day of April, 2024

 (Signature of Notary Public)
 My commission expires 9-15-26

OFFICIAL SEAL
 SHEILA M ENGLISH
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES: 09/15/2026

 (Notary Seal)

Add pages for additional contracts