

VILLAGE OF DOWNERS GROVE
Report for the Village

SUBJECT:	3/11/2025	SUBMITTED BY:
Award of Contract - Brick Street Maintenance (ST-005)		Scott Vasko Director of Engineering

SYNOPSIS

A motion is requested to award a contract for the Brick Street Maintenance to Copenhaver Construction Inc. of Gilberts, Illinois in the amount of \$242,810.05.

STRATEGIC PLAN ALIGNMENT

The Goals for 2024 to 2026 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY25 budget includes \$275,000 in the Capital Fund for this project.

RECOMMENDATION

Approval on the March 11, 2025 consent agenda.

BACKGROUND

This project is part of the Village's Capital Projects Plan. The surface of Oakwood Avenue consists of historic brick that are in need of spot-repairs. Regular routine maintenance is necessary for brick in order to maintain ride ability. The project consists of the spot-repair of brick pavement (brick, setting bed and base course), and replenishment of joint filler, on Oakwood Avenue between Warren Avenue and Prairie Avenue.

A Call for Bids (CFB) was issued and published in accordance with the Village's Purchasing Policy. One bid was received by the due date of February 19, 2025. A synopsis of the bids is as follows:

Contractor	Base Bid
Copenhaver Construction, Inc.	\$242,810.05 (low bid)

Staff recommends award of the project to Copenhaver Construction Inc. The contractor completed the Jefferson-Brookbank Sidewalk Connection in 2021. In addition, the contractor has satisfactorily completed projects for many other municipal clients including the City of Naperville, City of Wheaton, City of Crystal Lake, and Village of Brookfield.

ATTACHMENTS

Contract
Contractor Evaluation Form



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Copenhaver Construction, Inc.
- II. Instructions and Specifications:
- A. Bid No.: ST-005-25
- B. DemandStar Bid No. CFB-8-0-2025/SG
- C. For: 2025 Brick Street Repair
- D. Bid Opening Date/Time: Wednesday, February 19th, 2025 @ 9:00AM
- E. Pre-Bid Conference Date/Time: Wednesday, February 12th, 2025 @ 9:00AM (Optional)
- F. Pre-Bid Conference Location: Public Works Building, 5101 Walnut Avenue, 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, February 5th, 2025

This document comprises 54 pages.

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

STEPHANIE GRAVES, P.E.
 ENGINEERING MANAGER
 VILLAGE OF DOWNERS GROVE
 5101 WALNUT AVENUE
 DOWNERS GROVE, IL 60515
 PHONE: 630/434-5487
 FAX: 630/434-5495
www.downers.us

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

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

SURETY:
(Name, legal status and principal place of business)

Frankenmuth Insurance Company
1 Mutual Avenue
Frankenmuth, MI 48787
Mailing Address for Notices
1411 Opus Place Suite 450
Downers Grove, IL 60515

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

OWNER:
(Name, legal status and address)

Village of Downers Grove
850 Curtiss Street
Downers Grove, IL 60515

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

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

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


2025 Brick Street Repair

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 19th day of February, 2025



(Witness) Livia Nelson



(Witness) Alexa Costello

Copenhaver Construction, Inc.
(Principal)

By: 
(Title) Ken Copenhaver - President

Frankenmuth Insurance Company
(Surety)

By: 
(Title) Martin Moss Attorney-in-Fact



State of Illinois
County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry L Bacskai Notary Public of DuPage County, in the State of Illinois,
do hereby certify that Martin Moss Attorney-in-Fact, of the Frankenmuth Insurance
Company 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
Frankenmuth Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 19th day of February, 2025.



[Handwritten Signature]

Notary Public Sherry L Bacskai
My Commission expires: September 8, 2027

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint: Martin Moss

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

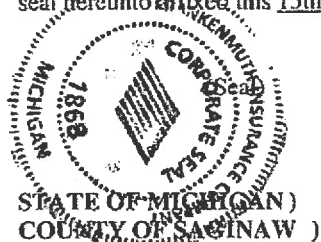
Fifty Million and 00/100 Dollars (\$50,000,000)

Surety Bond #: Bid Bond
Principal: Copenhaver Construction, Inc.
Obligee: Village of Downers Grove

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.



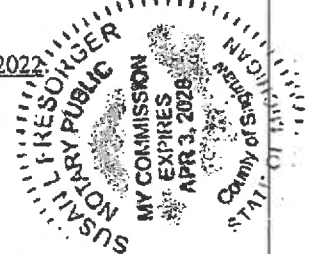
Frankenmuth Insurance Company
By: [Signature]
Frederick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

[Signature] (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 19th day of February, 2025.

[Signature]
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

CALL FOR BIDS – FIXED WORKS PROJECT**Bid No.: ST-005-25**

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.

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: STEPHANIE GRAVES, P.E., in a sealed envelope marked "SEALED BID." The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.

1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.

1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

2. BID PREPARATION

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

2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with 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.

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 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 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).

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. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification number will also be provided to the selected Bidder.

15. RESERVED RIGHTS

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

16. CATALOGS AND SHOP DRAWINGS

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

17. TRADE NAMES AND SUBSTITUTIONS

17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Bidder's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

II. TERMS AND CONDITIONS

18. VILLAGE ORDINANCES

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

19. USE OF VILLAGE'S NAME

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

20. HOURS OF WORK

20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Sundays or legal holidays. The Contractor shall do no work on Saturdays, unless otherwise approved in writing by the Village. If approved by the Village, allowed work hours on Saturdays shall be between the hours of 8:00 a.m. and 3:00 p.m. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-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

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, 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 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 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 the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

32. INSURANCE REQUIREMENTS

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

coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

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

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

32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.

32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.

32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

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

33. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

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

34. SUBLETTING OF CONTRACT

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

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

35. TERMINATION OF CONTRACT

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

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

36. BILLING AND PAYMENT PROCEDURES

36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60-day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60-day period, until final payment is made.

36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 *et seq.* The notice shall identify the defect and any additional information necessary to correct it.

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 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.

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
850 Curtiss St.
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 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.**

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, Eighth Edition, 2020 (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, 2025 (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.

3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and/or regulations of the Occupation Safety and Health Administration (OSHA) and Standards of the Williams-Steiger 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:

4.1.1 The Contractor shall schedule his work such that all improvements shall be complete by **Friday, June 13th, 2025**. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.

4.1.2 The total duration of disturbance for work related to means of public egress through the project site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed ten (10) calendar days. The Contractor may use high-early strength

concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.

4.1.3 The Contractor shall also make special note of the following work schedule requirements:

4.1.3.1 The Contractor shall submit a construction schedule to the Engineer at the pre-construction meeting showing anticipated dates for work.

The Village reserves the right to require adjustments to quantities and scheduling of work. The Contractor shall also make special note of the following requirements.

a. All construction work specified under this contract shall be so engaged as to not impede normal traffic and pedestrian ways. Any barricading to detour traffic must receive prior approval from the Engineer.

b. Special consideration to hours and location of work near businesses shall be made to allow for full and safe access during normal hours of business.

c. Unless otherwise directed by the Engineer, all construction work shall be done such that continuous access to residences and businesses is maintained. However, in all cases, unless otherwise directed by the Engineer, total access must be restored to all types of properties over weekends and legal holidays (7:00 p.m. local time Friday to 7:00 a.m. local time Monday, or until 7:00 a.m. local time the day following a legal holiday). These requirements shall be considered INCIDENTAL to the contract.

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

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

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

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

5. MEASUREMENT AND PAYMENT

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

5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)

5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used

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

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

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

6. SCOPE OF WORK

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

6.1.1 Modify Article 104.02 as follows:

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

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

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

If alterations or changes in quantities do not significantly change the character of the work to be performed under contract, the altered work will be paid for as provided elsewhere in the contract. The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction ~~or when a major item, defined as an item whose total original contract cost plus any additions exceeds ten percent of the total original contract amount, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.~~

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Engineer before work is started. Such authorizations shall set up the items of work involved and the method of

payment for each item. The Contractor shall accept payment for alterations which result in an increase or decrease in the quantities of work to be performed according to the following.

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

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

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

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

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

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

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

IV. SPECIAL PROVISIONS

The following Special Provisions shall modify, 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 GENERAL SCOPE OF WORK

Description: This project consists of the spot repair of brick pavement (pavers, setting bed and base course), and replenishment of joint filler, on Oakwood Avenue between Warren Avenue and Prairie Avenue. The Base Bid includes approximately 360 square yards of pavement repair, plus 3,666 square yards of sand joint filler replenishment, as well as utility structures to be adjusted. Please see Exhibit 1 for repair information.

SP-2 GENERAL CONSTRUCTION REQUIREMENTS

Description: 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.

The Contractor's operations shall be conducted to minimize the area disturbed by the work of the proposed improvements.

The work at each location included in this contract shall be done while keeping a minimum of one lane of traffic open at all times. An adequate number of certified flaggers shall be used to direct traffic around and through the work zone areas for safe travel of all pedestrians and vehicles.

Layout and limits of repair locations will be established by the Village.

Upon completion of each street segment, all dirt, sand and gravel residues, and any other debris generated as a result of the construction work shall be cleaned from streets, drive aprons, adjacent sidewalks, alleys and parkways.

A mechanical sweeper, meeting the requirements of Section 1101.03 of the Standard Specifications, compressed air and hand work with shovel and broom shall be utilized as necessary to provide a clean finished product. A vacuum type sweeper may be required if mechanical methods produce insufficient results.

Street sweeping, cleaning by mechanical sweeper and hand-brooming shall include any and all equipment,

tools, operator and labor required to perform this work. This item of work will not be paid for separately and shall be included in the cost of the overall contract work.

Water usage – Water usage will be charged to the contractor. A hydrant meter can be obtained from Public Works for a deposit plus a fee. For information on current fees, call (630) 434-5460.

SP-3 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

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

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

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

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 cost of the overall contract work.

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

DEFICIENCY CHARGE:

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

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

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

TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

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

SP-4: PARKWAY RESTORATION, SPECIAL

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

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 and sod placement so that the entire project can be permanently restored at the same time.

This work shall consist of the excavation, topsoiling, and sodding of the entire parkway between the back of curb and the right-of-way and adjacent to all curbs, sidewalks and driveways removed and replaced during the course of construction or as directed by the Engineer. Restoration will also be performed on areas disturbed by storm sewer or culvert construction.

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

All sod shall meet the requirements of Art. 1081.03 of the Standard Specifications. All placement of sod shall meet the requirements of Sec. 252 of the Standard Specifications.

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

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

PARKWAY RESTORATION, SPECIAL,

which price shall be payment in full for any excavation and grading necessary, the furnishing, transporting and placement of all topsoil and sod and the full watering of sod. Unless otherwise directed by the Engineer restoration of disturbed parkways outside the limits of improvement will not be paid for separately but shall be considered incidental to the contract.

Supplemental watering shall be paid for at the contract unit price per unit for SUPPLEMENTAL WATERING.

SP-5 1-1/4" SAND LEVELING AND SETTING BED

Description: This work shall consist of the installation of a 1-1/4" ($\pm 1/4$ ") sand leveling and setting bed to provide a smooth layer to lay paving bricks. Construction of the 1-1/4" Sand leveling and setting bed shall

be according to applicable portions of Section 1041 of the Standard Specifications.

The Sand leveling and setting bed shall be a FA-02 fine aggregate. It shall be placed over the asphalt base in a loose condition.

Method of Measurement: Sand leveling and setting bed shall be measured 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

1-1/4" SAND LEVELING AND SETTING BED,

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

SP-6 CLASS D PATCH, 4", SPECIAL

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

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

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

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

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

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

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, 4".

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

CLASS D PATCH, 4", SPECIAL,

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

SP-7 DRAINAGE & UTILITY STRUCTURE TO BE ADJUSTED

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

A. DRAINAGE AND UTILITY STRUCTURES

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

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

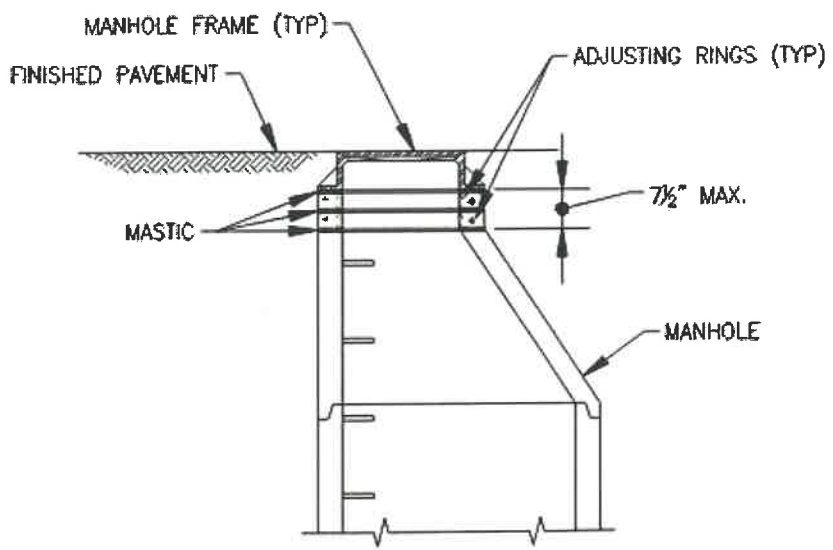
DRAINAGE & UTILITY STRUCTURE TO BE ADJUSTED,

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

SP-8 FRAMES AND LIDS TO BE ADJUSTED, SANITARY (SPECIAL)

Description: This work shall conform to the requirements of Section 603 of the Standard Specifications and Downers Grove Sanitary District "Downers Grove Sanitary District Detail for Manhole Adjustment" for adjustments of structures in resurfacing sections of the project. The work also shall include replacement of existing broken adjustment rings at locations directed by the Engineer.

This work shall conform to the detail as pictured below:



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 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.

SANITARY SEWER MANHOLE
ADJUSTMENT DETAIL

NO SCALE



REV. 2-1-15
REV. 8-12-97
REV. 10-20-84

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

FRAMES AND LIDS TO BE ADJUSTED (SPECIAL),

which price shall include all costs for labor, equipment, materials, and incidentals necessary to perform the work.

SP-9 BRICK PAVEMENT REMOVAL

Description: This work shall consist of removal of existing paving bricks, salvaging bricks as necessary and properly disposing of unsalvaged bricks.

Construction Requirements: It shall be the Contractor's option to salvage any amount of existing bricks for reuse in the brick pavement replacement. Test sections of brick removal indicate a salvage rate of approximately 75%. All replacement bricks in excess of the salvaged amount shall be used from Village stock (See BRICK PAVEMENT REPLACEMENT Special Provision). All bricks not cracked, severely chipped, or broken; clean cut half bricks; or clean-cut angled bricks (for intersections only) shall be considered salvageable bricks, as determined by the Engineer. All bricks deemed unsalvageable shall be properly disposed of by the Contractor.

When salvaging bricks, cleaning foreign material from the salvageable bricks shall be completed before stockpiling of the bricks and may be completed as the bricks are removed or any time before bricks are stacked on pallets. All dirt, sand, mortar, tar, and anything else not considered part of the brick surface shall be removed by hand brushing, wire brush, or sand paper. The method of cleaning shall not crack, break, chip, or excessively scar the brick to be salvaged.

Pallets of salvaged bricks shall be stored onsite in the parkway away from sidewalk, driveways, utilities and trees or as approved by the Engineer or Village. Pallets may be stacked, but not more than two high and not to obstruct driveway or intersection sight distances. If on site storage is exhausted or if the parkway is too steep, the Contractor shall transport pallets of bricks to a local (less than 2 miles round trip) offsite storage facility and back to the job site as necessary. Transportation of bricks shall be included in the cost of this work.

Aggregate Base Removal. Necessary removal of the aggregate base to establish the proposed sub-grade shall be completed only after bricks have been removed and shall be included as part of EARTH EXCAVATION and completed in accordance with Section 202 of the Standard Specifications.

Method of Measurement: Brick pavement to be removed shall consist of the entire existing brick pavement area, including both salvageable and unsalvageable bricks, and shall be measured in place and the area computed in square yards.

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

BRICK PAVEMENT REMOVAL,

which price shall include all costs for labor, equipment, materials, and incidentals necessary to perform the work.

SP-10 BRICK PAVEMENT REPLACEMENT:

Description: This work shall consist of replacing the brick pavement surface with historic full-size "PURINGTON" or "BARR" antique street pavers of the color to match the existing, filling joints with sand, and compacting the bricks. This work shall be constructed according to current brick paving industry standards and completed by a Contractor experienced in heavy traffic paving brick construction.

Brick used for the brick pavement replacement shall be salvaged bricks, replacement bricks, or existing bricks stockpiled by the Village. Replacement bricks are available in two of the existing Village stockpiles (less than 2 miles round trip for each location) and may be used by the Contractor at no charge. These bricks shall be loaded and transported by the Contractor and shall be included in the cost of this work. It is expected that the Contractor salvage 75% of the existing roadway bricks for re-use. If the Contractor cannot achieve this salvage rate, additional bricks required to complete the brick pavement replacement shall be used from Village stock.

The Engineer reserves the right to reject any salvaged bricks that are severely cracked, chipped, or broken.

Construction Requirements: Layout of bricks shall begin at ends of brick pavement that abuts hot-mix asphalt pavement and bricks shall be laid on a loose sand setting bed. On mainline brick pavement, bricks shall be laid out in "running bond" pattern perpendicular to the centerline of the road and intersections shall be laid out in a running bond pattern 45 degrees to the centerline of road. A one-row circular soldier course pattern shall be laid around all manhole structures within the brick pavement.

String lines or chalk lines may be used to keep the pattern straight and uniform and to ensure the brick are laid perpendicular to the flow of traffic. Whole pavers should be laid first, followed by pavers cut to size with a masonry saw. Pavers should be laid so that the 4" width is top to bottom or, if present, the manufacturer's name is on its side (see detail in the plans). Each course of bricks shall extend across the entire width of the roadway from edge to edge.

Joints between bricks in a course and between courses shall have hand-tight joint spacing of approximately 1/8-inch. Bricks shall be laid flush against abutting curb and gutter and manhole frames. Brick around manhole frames shall be laid so that the manhole frame is 1/8" higher than brick when the manhole frame has been properly adjusted to grade.

Vehicular traffic shall not be allowed on completed brick layout until the joints have been filled with sand. Brushing in of joint sand shall commence shortly behind completed brick layouts in order to ensure an efficient operation and allow the road to be open at the end of the day.

Compaction. Once bricks have been properly laid out, the bricks shall be compacted with a vibratory plate compactor. The bricks shall be compacted to a smooth, even finish.

Sand Joint Filler. Once the brick layout has been compacted, a dry sand shall be brushed into the joints. The sand shall be continually brushed over the surface until the joints fill flush with the top of the pavers.

The sand shall meet the requirements for ASTM C 144 (mason's sand), however the maximum particle size shall not be larger than the joint size (1/8").

Joints shall be completely brushed and flush with the top of the pavers. If some settlement in the joint

occurs, continue the process until the joint remains flush with the top of the paver. Care shall be taken to keep the roadway clean.

Tolerance. Joint spacing shall not be less than 1/16" nor more than 1/4", but should have an average spacing of 1/8" hand-tight joints.

The maximum variation from plane of the pavement surface shall be \pm 1-inch in 10 feet. The edges of any two adjacent pavers shall not differ by more than 1/4-inch in height. Bricks adjacent to curb and gutter and drainage structures shall not be lower than the top of flag nor more than 1/4" above it.

The bond line to which the paver pattern is laid shall not vary by more than 2-inch in 50 feet.

Method of Measurement: Brick pavement replacement shall be measured in place and the area computed in square yards.

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

BRICK PAVEMENT REPLACEMENT,

which price shall include using salvaged bricks and new bricks obtained from the Village, joint filling, and compaction.

SP-11 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

Description: Subgrade preparation shall include the removal of unsuitable surface conditions including pavement materials, vegetation, high organic content topsoil, root matter and other deleterious conditions which may be encountered. The subgrade soils (including soils in the conduit trenches) shall be proof-rolled and the soils compacted to a minimum of 95% compaction based on the standard proctor, AASHTO T-99 or ASTM D-698, within 1.0 foot of the surface. Proof-rolling and compaction will not be paid for separately, but will be considered as an incidental expense.

When proof-rolling reveals unstable soil conditions, these soils shall be removed. Removal and disposal of all surplus, unstable and unsuitable materials and organic waste below the design sub-grade shall be performed in such a manner that public or private property will not be damaged or endangered. Removal and Disposal of Unsuitable Material shall conform to applicable portions of Section 202 of the IDOT Standard Specifications. The quantity is provided for estimated purposes only, and adjustments to unit prices will not be allowed based on actual quantities.

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

REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL,

and shall include all labor, equipment and materials necessary to perform the work as specified.

SP-12 POROUS GRANULAR EMBANKMENT, SPECIAL

Description: This work shall consist of removing and disposing of unsuitable sub-grade, furnishing, placing and compacting porous granular material to the lines and grades shown on the plans or as directed by the Engineer in accordance with the applicable portions of Sections 202 and 207 of the Standard Specifications. The material shall

be used as a bridging layer over soft, pumpy, loose soil areas and for placement under water. The material shall conform with Article 1003.04 and 1004.05 of the Standard Specifications except the gradation shall be as follows:

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

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

2. Gravel, Crushed Gravel and Pit Run Gravel

<u>Sieve Size</u>	<u>Percent Passing</u>
*6"	97±3
*4"	90±10
2"	55±25
#4	30±20
#200	5±5

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

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

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

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

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

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

POROUS GRANULAR EMBANKMENT, SPECIAL,

which price shall include the capping aggregate, as required.

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

SP-13 EROSION, SEDIMENTATION AND DUST 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 roadway surfaces shall be kept free of dirt, mud, dust and debris of any kind at all times through all phases of the project. All downstream ditches shall be protected from erosion and sedimentation by the installation of silt fence ditch checks; straw bales shall not be used. Piles of excavated material and/or trench backfill material, allowed to be in place in excess of three days, shall be protected against erosion and sedimentation runoff by use of silt fence or sediment filter logs. Storm sewer inlet structures or manholes shall be protected by temporary placement of geotextile fabric, filter baskets, or solid lids, as authorized in the field by the Engineer.

Dirt, mud, dust and debris of any kind shall be removed from the roadway surface to the satisfaction of the Engineer by any one or combination of the following: approved mechanical sweeping equipment, manual labor, or other approved techniques.

Erosion and sedimentation control measures as indicated in the Erosion Control Plan, or as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.

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

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

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

- Landscape waste.

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

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

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

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

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

EROSION, SEDIMENTATION, AND DUST CONTROL,

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

SP-14 SAND JOINT FILLER REPLENISHMENT, SPECIAL

Description: This work shall be performed as follows.

Contractor shall place supplemental sand joint opening aggregate materials, conforming to the following properties specified, in all joints throughout the brick specified in the scope of this work. A dry sand shall be brushed into the joints. The sand shall be continually brushed over the surface until the joints fill flush with the top of the pavers.

The sand shall meet the requirements for ASTM C 144 (mason's sand), however the maximum particle size shall not be larger than the joint size (1/8").

Joints shall be completely brushed and flush with the top of the pavers. If some settlement in the joint occurs, continue the process until the joint remains flush with the top of the paver. Care shall be taken to keep the roadway clean.

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

Method of Measurement: This work shall not be measured for payment. By submitting a bid, Contractor

agrees to plan quantity.

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

SAND JOINT FILLER REPLENISHMENT, SPECIAL.

SCHEDULE OF PRICES:

ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL COST
SP-3	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	1	LS	49,000	\$49,000.00
SP-4	PARKWAY RESTORATION, SPECIAL	120	SY	20	\$2,400.00
SP-4	SUPPLEMENTAL WATERING	5	UNIT	0.01	\$0.05
SP-5	1-1/4" SAND LEVELING AND SETTING BED	360	SY	20	\$7,200.00
SP-6	CLASS D PATCH, 4", SPECIAL	360	SY	92	\$33,120.00
SP-7	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	4	EACH	900	\$3,600.00
SP-8	FRAMES & LIDS TO BE ADJUSTED, SPECIAL	3	EACH	900	\$2,700.00
SP-9	BRICK PAVEMENT REMOVAL	360	SY	45	\$16,200.00
SP-10	BRICK PAVEMENT REPLACEMENT	360	SY	180	\$64,800.00
SP-11	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	120	CY	20	\$2,400.00
SP-12	POROUS GRANULAR EMBANKMENT, SPECIAL	120	CY	20	\$2,400.00
SP-13	EROSION, SEDIMENTATION, AND DUST CONTROL	1	LS	4,000	\$4,000.00
SP-14	SAND JOINT FILLER REPLENISHMENT, SPECIAL	3,666	SY	15	\$54,990.00

TOTAL BID **\$242,810.05**

V. BID and CONTRACT FORM

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

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

BIDDER:

Copenhaver Construction, Inc.
Company Name

February 19, 2025
Date

75 Koppie Drive
Street Address of Company

copenhaverinc@yahoo.com
E-mail Address

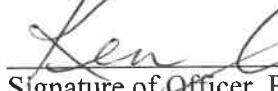
Gilberts, IL 60136
City, State, Zip

Ken Copenhaver
Contact Name (Print)

847-428-6696
Business Phone

847-722-1158 Matt Chada
24-Hour Telephone

847-428-6798
Business Fax


Signature of Officer, Partner or Sole Proprietor
Ken Copenhaver, President
Print Name & Title



ATTEST: if a Corporation

Livia Nelson
Signature of Corporation
Livia Nelson, Asst. Secretary

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

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to 2025 Brick Street Repair, Bidder Copenhaver Construction, Inc.
(Name of Project) (Name of Bidder)
hereby certifies the following:

1. Bidder is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of 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.

BIDDER'S CERTIFICATION (page 2 of 3)

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

20 - 07 6 7 8 3 8

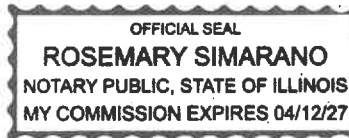
FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me

this 19th day of February, 20 25.

Rosemary Simarano
Notary Public



(Fill Out Applicable Paragraph Below)

(a) Corporation

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

President: Ken Copenhaver

Secretary: Ken Copenhaver

Treasurer: _____

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate 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: _____

File Number

6334-748-5



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

COPENHAVER CONSTRUCTION, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 19, 2004, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 13TH day of JANUARY A.D. 2025 .

Authentication #: 2501301788 verifiable until 01/13/2026
 Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulis
 SECRETARY OF STATE

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 (circle one)

INSURER'S NAME: Marsh McLennan Agency

AGENT: Mike Smith, VP

Street Address: 20 N Martingale Rd., Ste 100

City, State, Zip Code: Schaumburg, IL 60173

Telephone Number: 217-494-9960

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

Print Name of Company: Copenhaver Construction, Inc.

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

Signature: *Ken Copenhaver*

Date: February 19, 2025



MUNICIPAL REFERENCE LIST

Municipality: See Attached Project References

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____



75 Koppie Dr., Gilberts, IL 60136 Phone (847) 428-6696 Fax (847) 428-6798 copenhaverinc@yahoo.com

Project References Paver Projects

IDOT 0012-62P4, ADA Improvements Kane and McHenry Counties Various Routes

Cost: \$881,657 (1,610 SF Brick Pavers)

Project: PCC sidewalk 5" and PCC sidewalk colored 5", ADA detectable warnings, curb and gutter, QA/QC, traffic control & protection, accessible pedestrian signals, remove and reinstall brick paver, segmental concrete block retaining wall, pavement marking removal, pavement markings, cleaning of drainage structures, traffic signal maintenance, excavation, sodding, and finish landscaping.

Contact: Rajendra Patel, P.E., rajendra.patael@illinois.gov 630-675-7142

Completion: November 2024

City of Crystal Lake, Downtown Paver Bricks and Planters

Cost: \$264,925 (1,100 SF Brick Pavers)

Project: Installation of paver bricks and stone masonry seat planterwalls and up-lighting at Brink Street Marketplace off Williams Street and Southwest corner of Crystal Lake Avenue and Main Street.

Contact: Paul Walters, City of Crystal Lake, pwalters@crystallake.org 815-459-2020 x4022

Completion: October 2024

Fox Lake, Lakefront Park Expansion and Reconstruction

Cost: \$9,481,025.00 (17,125 SF Permeable Pavers)

Project: Project consists of the reconstruction and expansion of Lakefront Park, a lakefront property on Nippersink Lake in the Village of Fox Lake. Site preparation includes the removal of Nippersink Road within the project limits. Park improvements include removals and grading, roadways and parking lots, storm sewer utilities, site lighting, walking paths, site furnishings, playgrounds, installation of site structures, a restroom building, a swimming beach, and landscape work. Earthwork, demolition for site preparation, survey & layout, clearing & grubbing, tree removal, concrete vehicular and pedestrian pavements, permeable unit pavers, integral color concrete paving, natural stone flagstone paving, wood deck paving, steps and terraces, sand paving, CIP concrete seat walls, site walls, planter walls, stone steps and outcropping boulders, HMA parking lots and interior driveways,

Contact: Harlan M. Dolan, P.E. IMEG 847-833-1214 harlan.m.doland@imegcorp.com

Completion: August 2024

Rockford, Main Street Streetscape 622-PW-060

Cost: \$597,684.00

Project: Earthwork, demolition, geo-composite wall drains, masonry wall construction, stone drainage, inlet and pipe protection, water valve adjustments, PCC Sidewalk 5" with base course, detectable warnings, CC curb & gutter, removal & resetting street signage, new signage with tubular steel sign support, planter curbs, stamped colored Portland cement concrete sidewalk 6" (1,315 SF) landscaping, perennials, grasses, survey & layout, deciduous trees, site electrical, light pole foundations and pole installation, maintenance of lighting system, traffic control.

Contact: Robert Aunan, P.E. 815-219-3296 raunan@hrgreen.com

Completion: April 2023

Chicago Ridge, Village Hall Permeable Paver Parking Lot

Cost: \$230,943.00 (5,285 SF Permeable Pavers)

Project: Earthwork, demolition, PCC pavement 7", PCC sidewalks 5", concrete curb and gutter, PCC driveway removal and replacement, aggregate base course, permeable pavers, underdrainage, waterproof membrane, dual electric vehicle charger, electrical, storm sewers removal and replacement, manholes, inlets, sodding, traffic control, pavement markings, signage, QA/QC testing, survey and layout.

Contact: Boris Vukovic, P.E. 847-975-6929 bvukovic@cbbel.com

Completion: June 2022

Aurora, Wilder Park Improvements**Cost:** \$606,312.00 (17,200 SF Brick Pavers)**Project:** Earthwork, demolition, sidewalk culverts, brick paver installation 17,200 SF, Sienna Edge seat wall, brick border flush barrier curb, retaining wall, recycled poured rubber surfacing, HMA patching, PCC 6" barrier curb, sidewalks 5" (3,600 SF), curb and gutter, detectable warnings, HMA bike path removal, playground equipment installation, electrical string lighting with pole foundations, irrigation, pavement rubbilization, landscaping, traffic control.**Contact:** Kurt Muth, P.E. 630-256-3232, muthk@aurora.il.us**Completion:** January 2022**Algonquin, Stoneybrook Park Reconstruction****Cost:** \$805,129.03 (2,968 SF Unit Pavers)**Project:** Earthwork, demolition, HMA paving, color coating surfaces, drainage, pickleball court, bocce court, gaga ball pit, playground equipment and safety surface construction, sand volleyball and basketball courts, picnic shelter and furnishings, fencing, bike racks, benches, drinking fountain, concrete paving, permeable unit pavers, shelter installation, site electrical, drinking fountain, pavement markings, tree relocation and installation, shrubs and finish landscaping.**Contact:** Bill Schultz, S.E. 847-417-7052 wschultz@cbbel.com**Completion:** April 2021**Naperville, 2020 Downtown Brick Maintenance Project (#20-360)****Cost:** \$46,720.60 (1,877 SF Brick Pavers)**Project:** Removal and setting of brick pavers, provide and set ADA and standard brick pavers, remove, and replace curb and gutter, structure adjustment, relocation of trash can, traffic control and protection.**Contact:** Karin Kietzman, Procurement Officer 630-4206-6062, kietzmank@naperville.il.us**Completion:** November 2020**City of Wheaton, 2019 Downtown Streetscape – Phase 2 Construction****Cost:** \$6,853,357.00 (14,775 SF Perm Pavers/Brick Pavers)**Project:** Roadway resurfacing, Sidewalk and curb and gutter, roadway lighting, traffic

Signals, Storm sewers, manholes, catch basins, wayfinding/ADA signage, permeable pavers, landscaping, trees, and site furnishings including but not limited to, signage, benches, trash receptacles, bicycle racks, and tree frames and grates.

Contact: Sarang Lagvanker, 630-260-2067, slagvanker@wheaton.il.us**Completion:** July 2020**City of Wheaton, 2019 Downtown Streetscape – Phase 3 Construction****Cost:** \$5,312,883.00 (9,034 SF Perm Pavers/Brick Pavers)**Project:** HMA roadway resurfacing, PCC sidewalk, curb and gutter, saw cutting, roadway lighting, traffic signals, storm sewers, water main, manholes, catch basins, sanitary structure abandonment, permeable pavers, furnishings (benches, bicycle racks, trash cans, etc.) trees, landscaping.**Contact:** Sarang Lagvanker, 630-260-2067, slagvanker@wheaton.il.us**Completion:** November 2020**Lake in the Hills, Turtle Island Park Expansion Development****Cost:** \$354,552.00 (800 SF Perm Paver)**Project:** Shoreline stabilization, pavilion construction, HMA parking lot removal and replacement, fishing pier, PCC boat ramp, barrier curb and pad, permeable unit pavers, outcropping, swale dams, swale & shoreline plugs, pavilion with green roof, boat storage racks, educational signage, bike racks, trash receptacles, perennials, shrubs, and trees., 3-year monitoring and maintenance of native planting areas installation.**Contact:** Chad Pieper, P.E., HR Green, 815-759-8346 cpieper@hrgreen.com**Completion:** November 2020**Oswego, Block 11 Public Improvements Project****Cost:** \$1,578,406.00 (358 SF Brick Paver)**Project:** Removal and replacement of HMA surfaces and brick paver walkway, PCC pavement and sidewalks, concrete curb and gutter, watermain, storm-trap underground detention facility, sanitary/storm sewer and structures, precast modular block retaining wall, grading, guardrail, street lighting, pavement markings, tree removal, finish landscaping.**Contact:** Kerry Behr, R.E. Village of Oswego 630-219-8033 kbehr@oswegoil.org**Completion:** June 2020

City of Crystal Lake, Crystal Lake Downtown Sidewalk Program**Cost:** \$120,628.50 (3,271 SF Concrete Unit Pavers)**Project:** Portland cement sidewalk and concrete pavers, curb and gutter replacement**Contact:** Paul Walters, City of Crystal Lake, pwalters@crystallake.org 815-459-2020 x4022**Completion:** 2017**Lake Villa, Cedar Avenue Streetscape, Phase II****Cost:** \$1,075,958.00 (630 SF Brick Paver)**Project:** Earthwork, sidewalk, curb and gutter, brick pavers, lighting, irrigation, landscaping, trees, site furnishings including but not limited to; signage, benches, trash receptacles, bicycle racks, and tree frames and grates.**Contact:** Joyce DeLong, 224-372-0751, jjdelong@ati-ae.com**Completion:** April 2020**Village of Brookfield, Brookfield Metra Station****Cost:** \$288,600**Project:** Partial removals and repairs of existing concrete sidewalk, asphalt paving and concrete curbs; new concrete curbs, concrete and brick paver sidewalks; brick paver crosswalks and ADA ramps; metal railings; unit retaining walls; site furnishings; wayfinding signage; and landscape restoration.**Contact:** Amy Wagner, awagner@brookfieldil.gov 708-485-2540 x2965**Completion:** 2018**City of Woodstock, Brick Paver Maintenance****Cost:** \$25,000.00**Project:** Downtown brick paver and maintenance and replacement**Contact:** Tim Hickey, pwdept@woodstockil.gov 815-338-6118**Completion:** 2017**Village of Barrington, Cook Street & Station Street****Contract Amount:** \$159,451.00 (1,000 SF Brick Paver)**Project:** 1,000 SF of paver removal & replacement, curb & gutter, sidewalk, storm sewer, structures, and pavement rehab.**Contact:** Gary (224) 723-9241**Completion:** 2016

SUBCONTRACTORS LIST

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

1) None Type of Work _____

Addr: _____ City _____ State ____ Zip _____

2) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

3) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

4) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: See Attached Key Personnel

Superintendent: _____

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____

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

Ken Copenhaver
Signed by:



(Corporate Seal)

Title: Ken Copenhaver, President

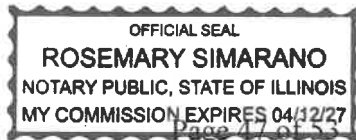
Name & Address: Copenhaver Construction, Inc.

of Contractor 75 Koppie Drive

or Vendor Gilberts, IL 60136

Subscribed and sworn to before me this 19th day of February, 2025

Rosemary Simarano
Notary Public





75 Koppie Dr., Gilberts, IL 60136 Phone (847) 428-6696 Fax (847) 428-6798 copenhaverinc@yahoo.com

Key Personnel - Project Contacts

Ken Copenhaver
President/Owner
Cell: 847-627-0080
Email: copenhaverinc@yahoo.com

Steve Scanlan
Construction Manager/Project Superintendent
Cell: 847-417-6793
Email: Copenhaver.ss1@gmail.com

Matt Chada
General Manager/Project Superintendent
Cell: 847-722-1158
Email: matt@copenhaverconstruction.com

Rosie Simarano
Project Coordinator
Office: 847-428-6696, Ext. 106
Email: rosie@copenhaverconstruction.com

Kim Josko
Project Coordinator
Office: 847-428-6696, Ext. 110
Email: kimj@copenhaverconstruction.com

Howard Whatmore
Project Superintendent
Cell: 630-659-9545
Email: howard@copenhaverconstruction.com

Anastasia Austin
Project Superintendent
Office: 847-428-6696, Ext. 112
ana@copenhaverconstruction.com

Melissa Williams
Pay Application Process Specialist
Office: 847-428-6696, Ext. 111
Email: melissa@copenhaverconstruction.com



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: See Attached W-9

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

PHONE: _____ **FAX:** _____

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: _____ **DATE:** _____

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Copenhaver Construction, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 75 Koppie Drive	Requester's name and address (optional)
6 City, state, and ZIP code Gilberts, IL 60136	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																					
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2	0	-	0	7	6	7	8	3	8												

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ► February 19, 2025
------------------	----------------------------	---------------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Apprenticeship and Training Certification

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 Village of Downers Grove, 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 listed below. Return this with the Bid. This Certification will be used to determine the lowest responsible bidder in accordance with the Village Council Policy regarding Purchasing Procedures.**

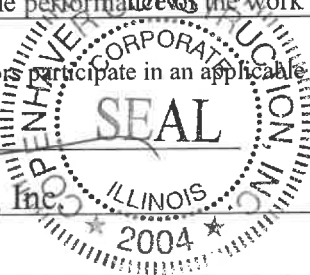
Cement Masons' Union Local 502, Northern Illinois Plasterers & Cement Masons JATC Local 11 Joint Apprenticeship Training Program, Heavy Equipment Technician Operating Engineers Local 150, Chicagoland Laborers' JATC Apprenticeship Program.

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.

Certificate of Compliance

The bidder hereby certifies that it and its subcontractors participate in an applicable apprenticeship program.

Signature _____



Company Name Copenhaver Construction, Inc.

Title Ken Copenhaver, President

Date February 19, 2025

Certificate of Non-Compliance

The bidder hereby certifies that it or its subcontractors do not participate in an applicable apprenticeship program.

Signature _____

Company Name _____

Title _____

Date _____

LiUNA!
Chicagoland
LABORERS'
District Council Training & Apprentices Fund



(630) 653-0006
chicagolaborers.org

January 23, 2024

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

To Whom It May Concern:

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

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

Below is requested program completion/graduation counts for the last (5) years:

2023: 190
2022: 139
2021: 112
2020: 107
2019: 97

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

Yours very truly,

Felicita Ruiz
Assistant Office Manager

Labor Trustees

James P. Connolly, *Chairman*
Michael Bivins
Shawn Fitzgerald
Martin Flanagan
Joseph V. Healy
Lloyd "Curly" Vaughn

Executive Director

Keith Vitale

Management Trustees

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

Carol Stream

1200 Old Gary Avenue
Carol Stream, IL 60188



Chicago

5700 West Homer St.
Chicago, IL 60639



(630) 653-0006
chicagolaborers.org

December 20, 2023

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

To Whom It May Concern:

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

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

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

Yours very truly,

Miranda Maddie
Office Manager

Labor Trustees
James P. Connolly, *Chairman*
Michael Bivins
Shawn Fitzgerald
Martin Flanagan
Joseph V. Healy
Lloyd "Curly" Vaughn

Executive Director
Keith Vitale

Management Trustees
David Lorig, *Secretary*
Seth Gudeman
Shane Higgins
Joseph Koppers
Robert G. Krug
William Vignocchi

Carol Stream
1200 Old Gary Avenue
Carol Stream, IL 60188



Chicago
5700 West Homer St.
Chicago, IL 60639

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration
Chicago and Laborers' J.A.T.C.
Carol Stream, Illinois
For the Trade - Construction Craft Laborer
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor



Loi. Chao
Secretary of Labor
Anthony Duong
Administrator, Apprenticeship Training, Employer and Labor Services

April 12, 1999
Date REVISED August 13, 2004
IL 017990001
Registration No.



James M. Sweeney / Chairman

David M. Snelten / Secretary

Operating Engineers Local 150 Apprenticeship Fund

A Joint Effort of Labor and Management to Further the Aim of Industry
www.asiplocal150.org

April 26, 2024

To whom it may concern,

Copenhaver Construction is a signatory contractor to the I.U.O.E. Local 150, and therefore, also participates in the I.U.O.E. Local 150 Apprenticeship and Skill Improvement Program (ASIP), located at: 19800 W. South Arsenal Rd., in Wilmington, IL. The Local 150 ASIP is a DOL Registered Apprenticeship Program overseen by the DOL's Office of Apprenticeship (OA). Listed below are the number of graduates of its program during the years 2019 thru 2023.

- 2023 - 209
- 2022 - 228
- 2021 - 100
- 2020 - 105
- 2019 - 48

If there are any questions regarding the I.U.O.E. Local 150 Apprenticeship, please feel free to contact me directly.

Thank you,

George Antos Coordinator
 ASIP Local 150
 Office: 815-722-3201

GA/cg

ASIP seeks to foster workplace environments where all journey workers and apprentices feel safe, welcomed, and treated fairly. In an effort to meet the requirements, set forth by the DOL, we are providing a link to online anti-harassment training to all individuals connected with the administration or operation of the apprenticeship program, including all apprentices and journey workers who regularly work with apprentices. Anti-Harassment Training/Resources Link: [Prevent Harassment | Apprenticeship.gov](https://www.dhs.gov/prevent-harassment)



INTERNATIONAL UNION OF OPERATING ENGINEERS

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

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER(708) 482-8800 • FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

December 21, 2023

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

Dear Sir or Madam:

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

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

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

Very truly yours,

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

Maribel Hernandez

Enclosures: Certificates

The United States Department of Labor

Office of Apprenticeship Certificate of Registration of Apprenticeship Program

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

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

William F. Solis
Secretary of Labor
A. V. Hill
Administrator, Office of Apprenticeship



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

Registration No. *IL008780173*

The United States Department of Labor

**Office of Apprenticeship
Certificate of Registration of Apprenticeship Program**

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

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



*Hilda F. Solis
Secretary of Labor
A. V. Hill
Deputy Assistant Secretary, Office of Apprenticeship*

*May 5, 2002
Date Revised June 21, 2011*

Registration No. IL012020003



NORTHERN IL. OPCMIA LOCAL 11 JATC
1102 RAIL DR. WOODSTOCK, IL 60098
OFFICE: 815-527-7489
E-Mail: joe@apprenticeshiplocal11.com

Monday April 29, 2024

To whom it may concern,

Local 11 OPCMIA, Plasterers and Cement Masons verifies that Copenhaver Construction is a signatory contractor that participates in the National Register Apprenticeship Program with Northern Illinois Plasterers & Cement Masons JATC, Local 11 Joint Apprenticeship Training Program. Registration # (IL004890005)

Local 11 JATC has completed the following # of Apprentices for the last 5 years.

2019-7
2020- 8
2021- 8
2022-11
2023-11

If there are anymore questions about the Cement masons Local 11 JATC program that you need answered you may contact me directly.

Sincerely,

Joseph L. Savoia

Joe Savoia
Apprentice Coordinator Local 11 JATC
1102 Rail Dr.
Woodstock IL, 60098
Office- 815-527-7489
Email-joe@apprenticeshiplocal11.com



NORTHERN IL. OPCMIA LOCAL 11 JATC
1102 RAIL DR. WOODSTOCK, IL 60098
OFFICE: 815-527-7489
E-Mail: joe@apprenticeshiplocal11.com

Wednesday December 20, 2023

Copenhaver Construction

75 Koppie Drive

Gilberts, IL 60136

Local 11 OPCMIA, Plasterers and Cement Masons verifies that Copenhaver Construction Company is a signatory contractor that participates in the National Register Apprenticeship Program with Northern Illinois Plasterers & Cement Masons JATC, Local 11 Joint Apprenticeship Training Program. Registration # (IL004890005)

Sincerely,

Joseph L. Savoia

Joe Savoia
Apprentice Coordinator Local 11 JATC
1102 Rail Dr.
Woodstock IL, 60098
Office- 815-527-7489
Email-joe@apprenticeshiplocal11.com

The United States Department of Labor

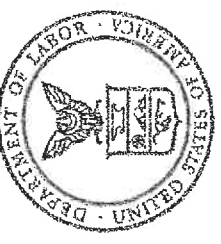
Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

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

For the Trades - Cement Mason and Plasterer

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



July 26, 1989
Date

Revised: May 19, 2016
Registration No.

IL004890005

[Handwritten Signature]

Secretary of Labor

[Handwritten Signature]
Administrator, Office of Apprenticeship

BUY AMERICA CERTIFICATION

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

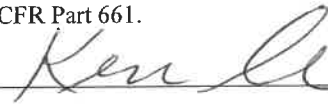
Instructions:

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

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

Certificate of Compliance

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

Signature 

Company Name Copenhaver Construction, Inc.

Title Ken Copenhaver, President

Date February 19, 2025



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.

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: Copenhaver Construction, Inc.

Address: 75 Koppie Drive

City: Gilberts, IL Zip Code: 60136

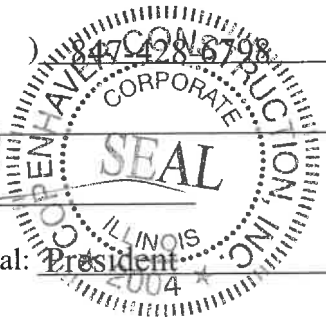
Telephone: () 847-428-6696 Fax Number: () 847-428-6798

E-mail Address: copenhaverinc@yahoo.com

Authorized Company Signature: *Ken Copenhaver*

Print Signature Name: Ken Copenhaver Title of Official: President

Date: February 19, 2025



CAMPAIGN DISCLOSURE CERTIFICATE

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

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

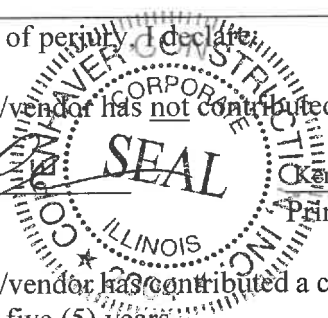
Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal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

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

Under penalty of perjury, I declare:

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

 Ken Copenhaver, President
Signature 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

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.

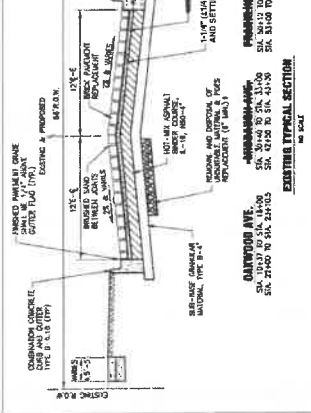
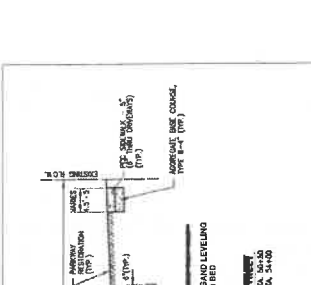
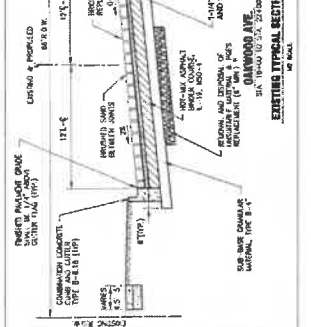
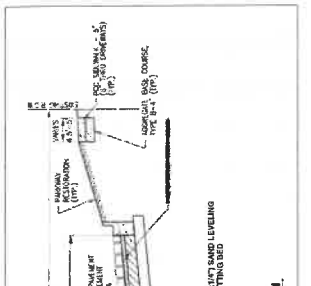
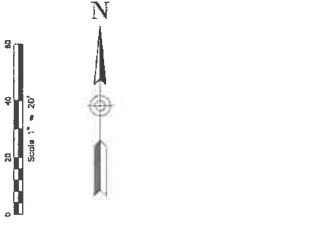
DATE	REV. NO.	DESCRIPTION



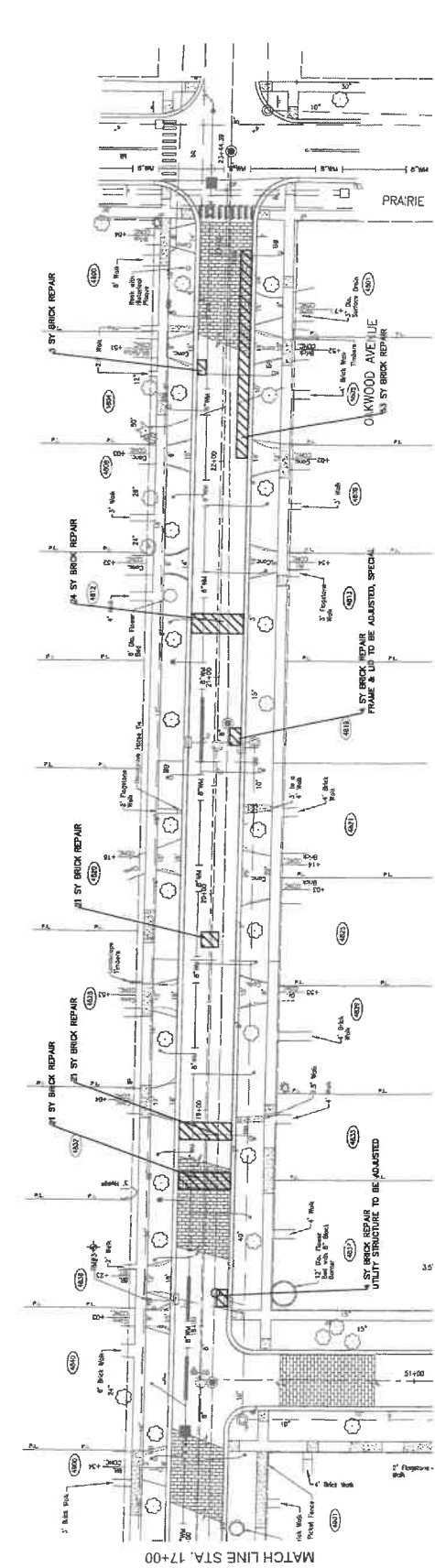
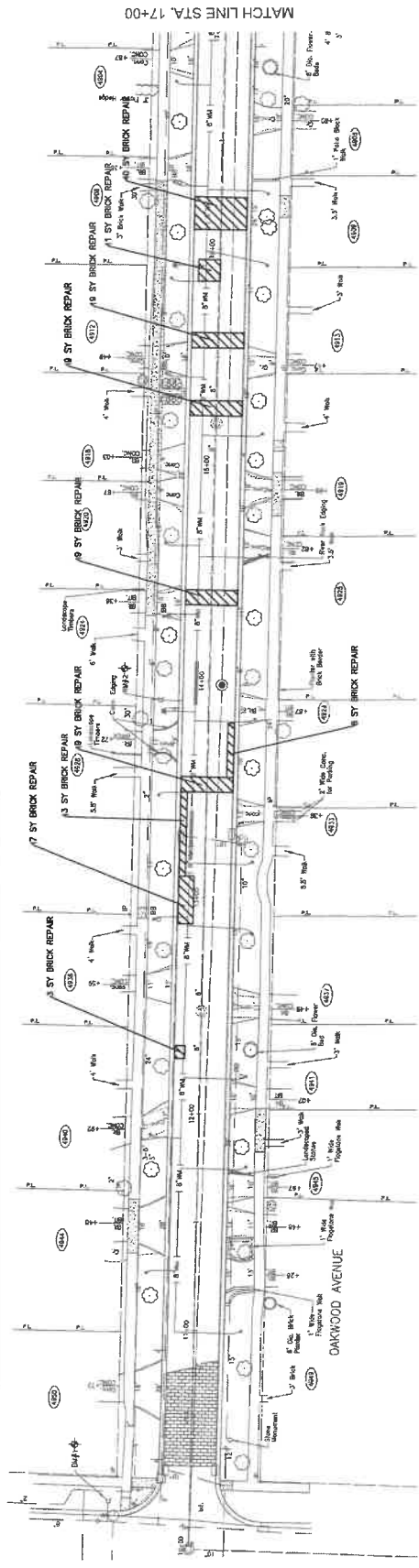
 DOWERS ENGINEERING
 1111 W. WASHINGTON
 CHICAGO, IL 60606
 TEL: (773) 424-4200

2025 BRICK STREET REPAIRS
 OAKWOOD AVENUE - WARREN TO PRAIRIE

PROJ. NO.	10719
DATE	02/25/25
SCALE	AS SHOWN
PLAN	SGT
APP'D.	SAJ
SHEET NO.	1 of 1



LEGEND
 BRICK REPAIR



MATCH LINE STA. 17+00
 MATCH LINE STA. 17+00



Certificate of Eligibility

Contractor No 1216

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

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED \$53,018,000.00

001	EARTHWORK	\$9,125,000
012	DRAINAGE	\$13,975,000
014	ELECTRICAL	\$375,000
017	CONCRETE CONSTRUCTION	\$8,300,000
018	LANDSCAPING	\$2,775,000
09A	HIGHWAY STRUCTURES	\$8,775,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 6/6/2024 TO 4/30/2025 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 6/6/2024.

[Signature]
Engineer
Construction



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 1/17/2025
(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	5	
Contract Number	Hollows Lake Atwood Access	Pedestrian Bridge	79th Street Sidewalk Imp	Kirk Rd Stormwater Runoff		
Contract With	McHenry CCD	Glenview Park District	Burr Ridge	Filnt Group		
Estimated Completion Date	4/15/2025	4/15/2025	60 CD	90 CD		
Total Contract Price	748,545.00	527,200.00	569,825.07	202,975.00		Accumulated Totals
Uncompleted Dollar Value If Firm is the Prime Contractor	361,788.70	478,200.00	247,384.32	202,975.00	0.00	1,290,348.02
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						1,290,348.02

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

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

					Accumulated Totals	
Earthwork	0.00	103,000.00	40,988.00	9,200.00	153,188.00	
Portland Cement Concrete Paving					0.00	
Demolition					0.00	
HMA Paving	0.00		51,820.00		51,820.00	
Clean & Seal Cracks/Joints					0.00	
Aggregate Bases & Surfaces				1,300.00	1,300.00	
Highway,R.R. and Waterway Structures	171,000.00	309,700.00			480,700.00	
Drainage		17,000.00	56,065.00	173,375.00	246,440.00	
Electrical	0.00		14,000.00		14,000.00	
Cover and Seal Coats	8,112.00		220.00		8,332.00	
Concrete Construction	0.00	28,000.00		17,500.00	45,500.00	
Landscaping	26,700.00	6,500.00	750.07		33,950.07	
Fencing		3,000.00	13,310.00		16,310.00	
Guardrail					0.00	
Seeding & Sodding	36,926.00		35,750.00	1,600.00	74,276.00	
Signing	1,500.00		10,000.00		11,500.00	
Tree Trim/Removal					0.00	
Cold Milling, Planning & Rotomilling					0.00	
Pavement Markings (Paint/Thermo/Poly/Urethane)	635.00		2,830.00		3,465.00	
Raised Pvt Markings/Pavement Texturing					0.00	
Misc. Bonds/Layout Etc.		11,000.00	8,871.25		19,871.25	
Engineer Field Office					0.00	
Trainees/Trainee Training Program			1,580.00		1,580.00	
Traffic Control & Protection			11,200.00		11,200.00	
Totals	244,873.00	478,200.00	247,384.32	202,975.00	0.00	1,173,432.32

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	5
Subcontractor	Geske Asphalt		D'Land Construction		
Type of Work	Asphalt Paving		Concrete Paving		
Subcontract Price	115,970.70		189,985.75		
Amount Uncompleted	115,970.70		0.00		
Subcontractor	Clean Cut Tree Service		Homer Tree		
Type of Work	Clearing & Grubbing		Tree Root Pruning		
Subcontract Price	14,662.40		22,455.00		
Amount Uncompleted	0.00		0.00		
Subcontractor	TruSeal				
Type of Work	Pavement Markings				
Subcontract Price	945.00				
Amount Uncompleted	945.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
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Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	116,915.70	0.00	0.00	0.00	0.00

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

Subscribed and sworn to before me
on this 16th day of Januarv. 2025.
Notary Public

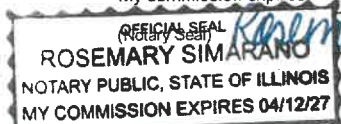
My commission expires: 4/12/2027

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

Signed *Ken Copenhaver*

Company Copenhaver Construction, Inc.

Address 75 Koppie Drive, Gilberts, IL 60136





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

Affidavit of Availability
 For the Letting of 1/17/2025
 (Letting date)

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Part I. Work Under Contract

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

	1	2	3	4	5	
Contract Number	Mill Creek Comm Park 2024	2024 Park Avenue Beach Access Imp	Farmington Lakes Park Improvement	Train Station Paver Brick Program		
Contract With	Geneva Park District	Highland Park	Oswegoland Park District	Arlington Heights		
Estimated Completion Date	12/15/2024	4/15/2025	4/15/2025	90 CD		
Total Contract Price	2,317,714.00	1,142,240.00	1,421,002.00	548,168.40		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	64,330.00	549,838.00	1,421,002.00	548,168.40	0.00	3,873,686.42
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						3,873,686.42

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

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

					Accumulated Totals	
Earthwork		31,680.00	196,658.00	40,038.40	421,564.40	
Portland Cement Concrete Paving				133,875.00	133,875.00	
Demolition					0.00	
HMA Paving		0.00	110,660.00	21,106.00	183,586.00	
Clean & Seal Cracks/Joints					0.00	
Aggregate Bases & Surfaces			73,358.00		74,658.00	
Highway,R.R. and Waterway Structures	0.00	446,074.00	241,200.00		1,167,974.00	
Drainage	0.00	11,075.00	238,670.00	13,400.00	509,585.00	
Electrical				14,700.00	28,700.00	
Cover and Seal Coats			12,495.00		20,827.00	
Concrete Construction		13,615.00	152,704.00	114,397.00	326,216.00	
Landscaping			70,000.00	400.00	104,350.07	
Fencing		43,894.00		200.00	60,404.00	
Grouting					0.00	
Seeding & Sodding	51,800.00		42,000.00		168,076.00	
Signing			3,930.00	1,500.00	16,930.00	
Tree Trim/Removal					0.00	
Cold Milling, Planning & Rotomilling					0.00	
Pavement Markings (Paint/Thermo/Poly/Urethane)		3,500.00	1,827.00	12,552.00	21,344.00	
Misc. Bonds/Layout/Video			277,500.00		297,371.25	
Traffic Control & Protection				196,000.00	207,200.00	
Engineer Field Office/Items by Engineer					0.00	
Install Raised Pvt/Pvt Texture Removal					0.00	
Trainees/Trainee Training Program					1,580.00	
Painting and Cleaning						
Totals	51,800.00	549,838.00	1,421,002.00	548,168.40	0.00	3,744,240.72

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	5
Subcontractor	Jasco Electric	Clean Cut Tree			
Type of Work	Electrical	Tree Removal			
Subcontract Price	49,530.00	3,770.00			
Amount Uncompleted	12,530.00	0.00			
Subcontractor	MBE Fence	Troch McNeil Paving			
Type of Work	Fencing	Asphalt Paving			
Subcontract Price	73,360.00	67,350.00			
Amount Uncompleted	0.00	0.00			
Subcontractor	US Tennis Courts				
Type of Work	Colorcoat/PB Equip				
Subcontract Price	58,325.00				
Amount Uncompleted	0.00				
Subcontractor	Parkreation/Pro-Tech				
Type of Work	Poured in Place Surfacing				
Subcontract Price	152,901.00				
Amount Uncompleted	0.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
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Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	12,530.00	0.00	0.00	0.00	0.00

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

Subscribed and sworn to before me on this 16th day of January, 2025.

Rosemary Simarano
ROSEMARY SIMARANO
 Notary Public, State of Illinois
 My Commission Expires 04/12/27
 4/12/2027
 (Notary Seal)

Type or Print Name Ken Copenhaver, President
 Officer or Director Title
 Signed *Ken C*

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



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 1/17/2025
(Letting date)

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

	1	2	3	4	5	
Contract Number	010-62P08 Culvert Extension Hoffman Estates	Old York Road Dog Park	West Electric Park	Town Center Park	Dugdale Park Renovation	
Contract With	IDOT	Elmhurst	Plainfield	Deer Park	Waukegan	
Estimated Completion Date	45 WD	5/31/2025	4/25/2025	9/30/2025	9/30/2025	
Total Contract Price	666,505.77	1,775,828.50	474,403.00	852,936.00	1,933,454.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	666,505.77	908,328.50	474,403.00	852,936.00	1,933,454.00	8,709,313.69
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						8,709,313.69

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

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

						Accumulated Totals
Earthwork	95,635.00	62,700.00	19,416.00	102,260.00	446,304.00	1,147,879.40
Portland Cement Concrete Paving						133,875.00
Demolition						0.00
HMA Paving		28,702.75	10,030.00	85,590.00	330,296.00	638,204.75
Soil Stabilization / Modification						0.00
Aggregate Bases & Surfaces			2,640.00	37,600.00	25,000.00	139,898.00
Highway,R.R. and Waterway Structures	106,820.00	59,543.00	204,000.00	68,000.00	246,000.00	1,852,337.00
Drainage	106,590.80	64,013.00	42,000.00	56,650.00	169,155.00	947,993.80
Electrical		12,687.00	6,885.20	84,260.00	16,000.00	148,532.20
Cover and Seal Coats						20,827.00
Concrete Construction	69,225.00	95,223.00	61,268.00	169,000.00	281,740.00	1,002,672.00
Landscaping		174,323.50	59,392.00	72,720.00	61,876.00	472,661.57
Fencing	15,645.87	27,737.00	3,000.00	77,862.00	140,248.00	324,896.87
Guardrail	17,178.34					17,178.34
Seeding & Sodding	4,983.47	70,000.00	9,657.00	34,994.00	157,835.00	445,545.47
Signing	6,070.00	13,050.00	8,000.00	1,300.00	3,000.00	48,350.00
Tree Trimming/Selective Removal	1,680.00					1,680.00
Cold Milling, Planning & Rotomilling	34,145.00					34,145.00
Pavement Markings (Paint/Thermo/Poly/Urethane)	14,222.00	2,000.00		19,700.00		57,266.00
Misc. Bonds/Layout/Video	14,000.00	2,000.00	26,000.00	43,000.00	56,000.00	438,371.25
Traffic Control & Protection	31,214.53					238,414.53
Engineer Field Office/Items by Engineer	24,000.00					24,000.00
Install Raised Pvt/Pvt Texture Removal	9,312.00					9,312.00
Trainees/Trainee Training Program	7,900.00					9,480.00
Painting and Cleaning						
Totals	558,622.01	611,979.25	452,288.20	852,936.00	1,933,454.00	8,153,520.18

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	5
Subcontractor	Tyro Construction	Central Tree	Jasco Electric		
Type of Work	Asphalt Patching	Tree Removal	Electrical		
Subcontract Price	69,752.00	10,500.00	22,114.80		
Amount Uncompleted	69,752.00	0.00	22,114.80		
Subcontractor	Industrial Fence	Forever Lawn			
Type of Work	Fence/Guardrail	Turf Grass			
Subcontract Price	38,131.76	7,657.00			
Amount Uncompleted	38,131.76	7,657.00			
Subcontractor		J&R Asphalt Paving			
Type of Work		Asphalt Paving			
Subcontract Price		79,277.25			
Amount Uncompleted		79,277.25			
Subcontractor		Jasco Electric			
Type of Work		Electrical			
Subcontract Price		101,313.00			
Amount Uncompleted		71,313.00			
Subcontractor		Pro Fence II			
Type of Work		Fence/Gates			
Subcontract Price		138,102.00			
Amount Uncompleted		138,102.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	107,883.76	296,349.25	22,114.80	0.00	0.00

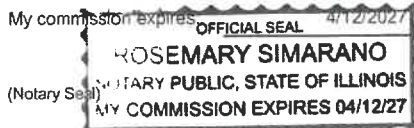
I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion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

Subscribed and sworn to before me
on this 16th day of January, 2025.

Rosemary Simarano
Notary Public

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

Signed *Ken Copenhaver*



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



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

Affidavit of Availability
For the Letting of 1/17/2025
 (Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	5	
Contract Number	Hero Playground	Oakwood Park	St Joseph Creek Bldgs A&B	St Joseph Creek Bldg C		
Contract With	Round Lake Area Park Dist	Winfield Park District	County of DuPage	County of DuPage		
Estimated Completion Date	5/30/2025	6/16/2025	5/30/2025	5/30/2025		
Total Contract Price	2,688,431.00	1,274,691.01	2,035,871.00	1,720,415.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	970,253.26	1,274,691.01	2,035,871.00	1,720,415.00	0.00	14,710,543.96
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						14,710,543.96

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

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

					Accumulated Totals
Earthwork	34,880.00	303,000.01	102,108.00	76,029.00	1,663,896.41
Portland Cement Concrete Paving					133,875.00
Demolition					0.00
HMA Paving	6,580.00	174,117.00	14,750.00	16,800.00	850,451.75
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces		152,861.00	4,095.00	3,756.00	300,610.00
Highway,R.R. and Waterway Structures	87,000.00	117,000.00	543,723.00	500,519.00	3,100,579.00
Drainage/Drainage Cleaning	0.00	51,735.00	245,085.00	233,210.00	1,478,023.80
Electrical	40,800.00		46,507.00	18,580.00	254,419.20
Cover and Seal Coats		34,020.00	1,461.00	1,932.00	58,240.00
Concrete Construction	51,782.00	162,384.00	257,942.00	269,706.00	1,744,486.00
Landscaping	86,840.00	57,764.00	10,000.00	13,980.00	641,245.57
Fencing	78,284.30	64,193.00			467,374.17
Guardrail	14,740.00				31,918.34
Seeding & Sodding	60,000.00	55,000.00	2,940.00	1,652.00	565,137.47
Signing		700.00			49,050.00
Tree Trimming/Selective Removal			3,700.00	3,110.00	8,490.00
Hot In Place Recycling		11,160.00			45,305.00
Pavement Markings (Paint/Thermo/Poly/Urethane)	3,500.00		940.00	940.00	62,646.00
Misc Bonds/Layout/Video		10,000.00	87,000.00	94,500.00	629,871.25
Traffic Control & Protection					238,414.53
Engineer Field Office/Items by Engineer					24,000.00
Install Raised Pvt/Pvt Texture Removal					9,312.00
Trainees/Trainee Training Program					9,480.00
Painting and Cleaning		7,500.00			7,500.00
Totals	464,406.30	1,201,434.01	1,320,251.00	1,234,714.00	0.00

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	5
Subcontractor	Compelte Fence	Peerless Fence	Hayes Mechanical	Hayes Mechanical	
Type of Work	Fencing	Fencing	Pump Station	Pump Station	
Subcontract Price	15,230.70	73,257.00	12,000.00	12,000.00	
Amount Uncompleted	15,230.70	73,257.00	12,000.00	12,000.00	
Subcontractor	Jasco Electric		Jasco Electric	Jasco Electric	
Type of Work	Electrical		Electrical	Electrical	
Subcontract Price	52,200.00		43,493.00	71,420.00	
Amount Uncompleted	42,200.00		43,493.00	71,420.00	
Subcontractor	Central Tree		MBE Fence	MBE Fence	
Type of Work	Tree Removal		Guardrail/Handrail	Guardrail/Handrail	
Subcontract Price	8,900.00		37,800.00	10,800.00	
Amount Uncompleted	0.00		37,800.00	10,800.00	
Subcontractor	Parkreation		FloodProofing	FloodProofing	
Type of Work	PIP Surface		Floodgates	Floodgates	
Subcontract Price	411,316.26		598,877.00	391,481.00	
Amount Uncompleted	411,316.26		598,877.00	391,481.00	
Subcontractor	SafeSlide Restoration		Hylan Inc		
Type of Work	Life Floor Install		Directional Drilling		
Subcontract Price	18,600.00		23,450.00		
Amount Uncompleted	18,600.00		23,450.00		
Subcontractor	US Tennis Court				
Type of Work	Painted Graphics				
Subcontract Price	18,500.00				
Amount Uncompleted	18,500.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	505,846.96	73,257.00	715,620.00	485,701.00	0.00

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

Subscribed and sworn to before me
on this 16th day of January, 2025.

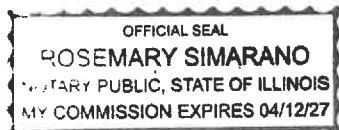
Rosemary Simarano
Notary Public

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

Signed *Ken Copenhaver*

My commission expires: 4/12/2027
(Notary Seal)

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





HUB International Midwest

1411 Opus Place, Suite 450
Downers Grove, IL 60515
(630) 468-5600
www.hubinternational.com

February 19, 2025

Village of Downers Grove
850 Curtiss Street
Downers Grove, IL 60515

Re: 2025 Brick Street Repair

To Whom It May Concern:


It is our understanding that Copenhaver Construction, Inc. intends to submit a bid proposal to you for the above referenced project. Copenhaver Construction, Inc. has a bond capacity of \$15,000,000.00 single and \$30,000,000.00 aggregate.

As surety for Copenhaver Construction, Inc., the Frankenmuth Insurance Company, subject to our normal underwriting considerations, will issue the required bid bond, and if Copenhaver Construction, Inc. is awarded the contract a performance and payment bond will be issued on the forms provided by the owner in the full amount of the contract. It is understood that a surety relationship is strictly a matter between the surety and the principal and we cannot be held responsible to any third parties or to our principal itself if for whatever reason we elect not to execute a bond.

Frankenmuth Insurance Company has a group rating of A XI according to A.M. Best, is listed in the U.S. Treasury Circular as an approved surety and is licensed to transact surety business in all of the United States.

Sincerely,

Frankenmuth Insurance Company

By: 
Martin Moss, Attorney-in-fact





Marsh McLennan Agency
20 N. Martingale Road | Suite 100
Schaumburg | IL 60173
T 888.429.0999

February 13, 2025

Village of Downers Grove
850 Curtiss St.
Downers Grove, IL 60515

Re: Downers Grove 2025 Brick Street Repair

To whom it may concern:

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

The following insurance Companies will be providing the coverage:

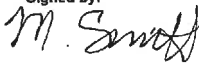
Coverage: General Liability and Automobile Liability
Carrier: United States Fire Insurance Company
Rating: A-

Coverage: Umbrella
Carrier: North River Insurance Company
Rating: A+

Coverage: Worker's Compensation
Carrier: SiriusPoint America Insurance
Rating: A-

Should you have any questions, please contact our office.

Sincerely,

Signed by:

FB2FF0736508401...

A business of Marsh McLennan

Your future is limitless.™



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2024

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 Marsh & McLennan Agency LLC 20 North Martingale Road Schaumburg IL 60173	CONTACT NAME: Jasmine Montiel PHONE (A/C No. Ext): (847) 247-3007 FAX (A/C No.): (847) 440-9123 E-MAIL ADDRESS: Jasmine.Montiel@MarshMMA.com														
INSURED Copenhaver Construction, Inc. 75 Koppie Dr. Gilberts IL 60136	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : United States Fire Insurance C</td> <td>21113</td> </tr> <tr> <td>INSURER B : Berkley National Insurance Com</td> <td>38911</td> </tr> <tr> <td>INSURER C : North River Ins. Co.</td> <td>21105</td> </tr> <tr> <td>INSURER D : SiriusPoint America Insurance</td> <td>38776</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United States Fire Insurance C	21113	INSURER B : Berkley National Insurance Com	38911	INSURER C : North River Ins. Co.	21105	INSURER D : SiriusPoint America Insurance	38776	INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 1371044819** **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	5069098692	7/8/2024	7/8/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> 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	Y	Y	5069098692	7/8/2024	7/8/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	5821236945	7/8/2024	7/8/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> 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/A	INS-WCP001127-1	7/8/2024	7/8/2025	<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
B	Leased/Rented Equipment Installation Floater			MNP 1080598-50	7/8/2024	7/8/2025	Limit 475,000 Limit 620,000

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

Proof of Insurance Only.

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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Village of Downers Grove

Contractor Evaluation

Contractor: Copenhaver Construction, Inc.

Project: Jefferson-Brookbank Sidewalk Connection

Primary Contact: Ken Copenhaver Phone: 847-428-6696

Time Period: September-October 2021

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion: The contractor finished the project several days before the contract's project completion date.

Change Orders (attach information if needed):

Difficulties / Positives: The contractor was willing to work with the Village to reduce project costs. The contractor was very responsive and knowledgeable. Their attention to final restoration could have been better.

Interaction with public:

Excellent Good Average Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Reviewers: Katherine Zirbel

Date: 1/21/2022