

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
3/10/2020

SUBJECT:	SUBMITTED BY:
Forest North Lot Reconstruction	Andy Sikich Director of Public Works

SYNOPSIS

A motion is requested to award a contract for Forest North Parking Lot Improvements to Chicagoland Paving Contractors, Inc. of Lake Zurich, Illinois in the amount of \$520,000.

STRATEGIC PLAN ALIGNMENT

The goals for 2019-2021 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY20 budget includes \$435,000 in the Parking Fund and \$50,000 in the Stormwater Fund for this project. The adopted budget also includes \$55,000 in the Parking Fund for Parking Lot Improvements to complete the additional work included in this contract.

UPDATE & RECOMMENDATION

This item was discussed at the May 21, 2019 Village Council meeting. The project did not proceed at that time to allow for the completion of the Downtown Parking Plan. The Parking Plan does not recommend the construction of a parking deck at this location. Council members had questions about the overall design of the parking lot, the landscaping plan and the impact on existing trees. The attached presentation slides address these questions. No changes to the plans have been made since this project was considered last year.

BACKGROUND

The scope of this project includes the reconstruction and reconfiguration of pavement, sidewalk removal and replacement, replacement of storm sewer, creation of bio-swales for water quality purposes, and installation of new landscaping at the Forest North Parking Lot in the Downtown Business District.

A call for bids (CFB) was issued and published in accordance with the Village's Purchasing Policy. Four bids were received on February 27, 2020 and a synopsis of the bids is as follows:

Contractor	Total Bid
Chicagoland Paving Contractors, Inc.	\$520,000.00
ALamp Concrete Contractors, Inc.	\$524,381.80
Abbey Paving & Sealcoating Co.	\$549,540.50
Maneval Construction Co., Inc.	\$699,647.40

Chicagoland Paving has satisfactorily completed various projects for other local municipalities, including parking lot reconstruction and landscaping for the Glen Ellyn Park District and Lake Zurich School District CUSD 95. Chicagoland Paving has also successfully completed the Parking Lot Improvements for Downers Grove Fire Stations 1 & 3, Lacey Road Reconstruction, Maple Avenue Roadway Resurfacing from 55th Street to Main Street and various locations for School District 58. Staff recommends award of the bid contract to Chicagoland Paving Contractors, Inc.

ATTACHMENTS

Staff Presentation
Contract Documents
Contractor Evaluation

Forest North Parking Lot Improvements



General Objectives

- **Improve parking lot condition**
- **Increase the number of parking spaces**
- **Improve pedestrian access in & around lot**
- **Improve landscaping & overall appearance**
- **Improve stormwater management (water quality and incorporate sustainable features)**
- **Improve safety at Burlington & Forest**
- **Provide outdoor seating areas**



General Objectives Met by:

- **Reconstructing all pavement**
- **Increasing the number of spaces by 4 from 84 to 88**
- **Installing a sidewalk along the Burlington Avenue frontage of the parking lot**
- **Increasing stormwater runoff capture from landscaping by 15,273 gal/yr from 17,204 gal/yr to 32,477 gal/yr and decreasing the impervious area by 247 sf**
- **Constructing bio swales to improve water quality**
- **Removing existing sight line obstructions at the southwest corner of the lot**
- **Constructing seat walls**

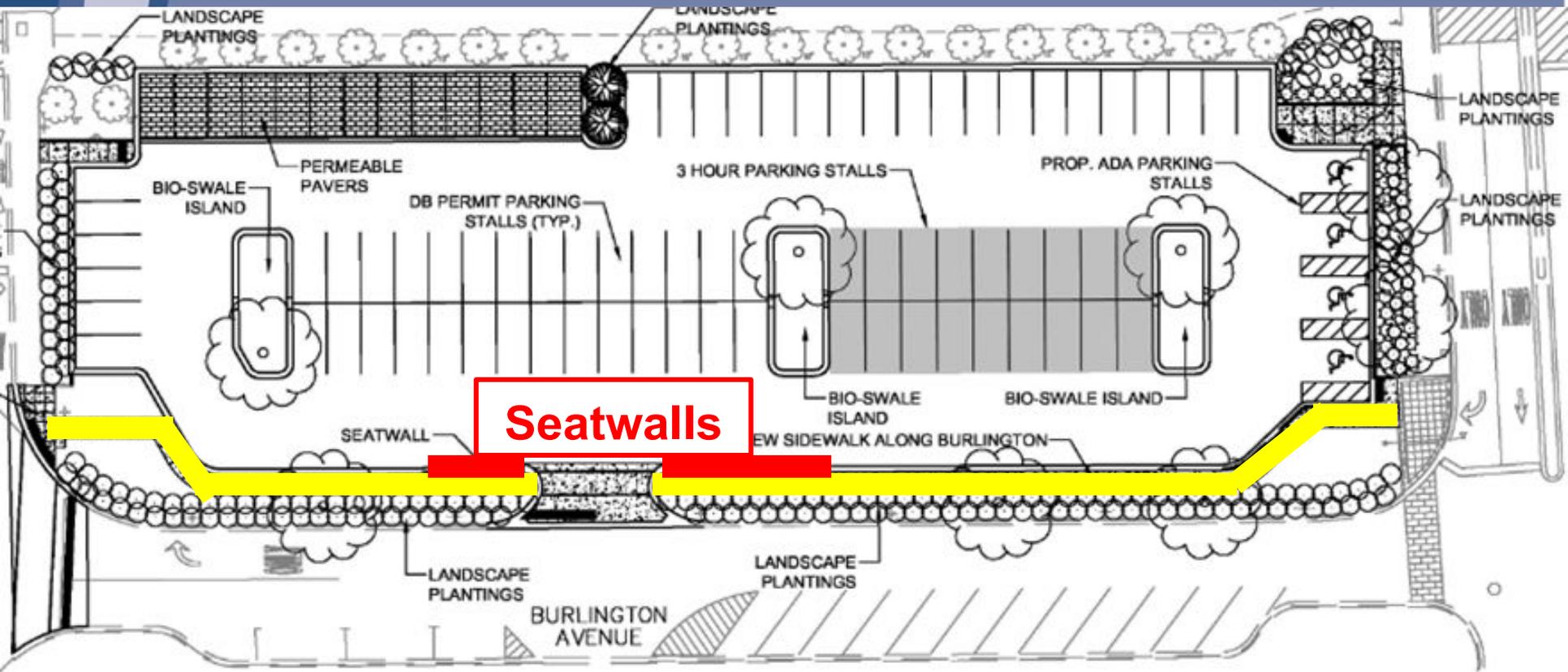


Parking Space Count

	Current	Improved	Difference
Customer and Employee spaces	82	84	+2
Handicapped spaces	2	4	+2
Total	84	88	+4



New Sidewalk & Seatwalls



Objectives of Landscaping Plan

The proposed plan achieves the following:

- 1. Provides for removal of trees that interfere with parking lot and sidewalk construction**
- 2. Plants trees and shrubs around lot 100% of lot perimeter, excluding curb cuts (zoning code requirement is 75%*)**
- 3. Installs trees & bioswales in three locations to absorb stormwater and improve water quality**

*** When a parking lot is located across the street from a nonresidential zoning district, the parking lot perimeter landscaping must be provided along at least 75% of the parking lot perimeter opposite the nonresidential zoning district.**



Tree Removal/Planting Count

	Count
Trees to be Removed	22
Trees/Shrubs to be Planted (excludes bioswales)	
Shade Trees	8
Yews	28
Shrubs	191



Stormwater & Landscaping Comparison

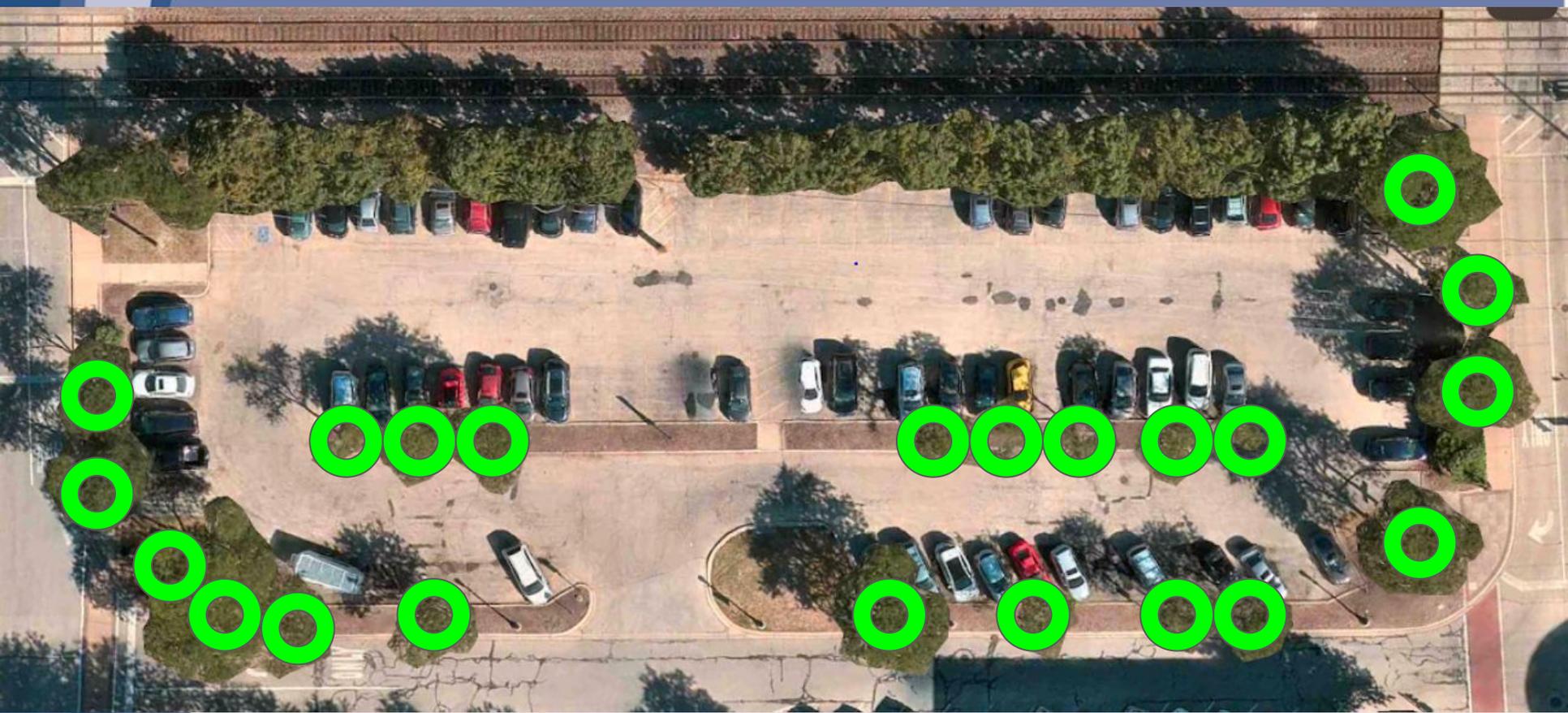
	Existing	Proposed	Change
Impervious Area	32,628 sf	32,381 sf	-247 sf
Landscaping	22 Honeylocusts (planted in 1977)	8 Honeylocusts 28 Yews 191 shrubs 3 bio-swales	
Runoff Capture from Landscaping	17,204 gal/yr	Plantings* 2,477 gal/yr <u>Bio-swales 30,000 gal/yr</u> Total 32,477 gal/yr	+15,273 gal/yr

Source: National Tree Benefit Calculator <https://www.arboday.org/calculator/>

* Planting sizes estimated at time of installation



Trees to be Removed



Landscaping - Plant List

PLANT LIST

No.

Shade Trees:

No.	Plant Name	Common Name	Root	Size
8	Gleditsia triacanthos 'Impcole'	Imperial Honeylocust	BB	2.5" cal.

Ornamentals:

2	Cercis canadensis	Eastern Redbud	BB	6'-8' ht
2	Viburnum prunifolium	Blackhaw Viburnum	BB	8' ht

Shrubs:

13	Cornus alba 'Bailhalo'	Ivory Halo Redtwig Dogwood	CG	#05
157	Rhus aromatica 'Grow Low'	Grow Low Sumac	CG	#03
8	Viburnum dentatum 'Blue Muffin'	Blue Muffin Arrowwood Viburnum	CG	#07
9	Viburnum lantana 'Mohican'	Mohican Viburnum	CG	#07

Conifers:

28	Taxus media 'Everlow'	Everlow Spreading Yew	CG	#05
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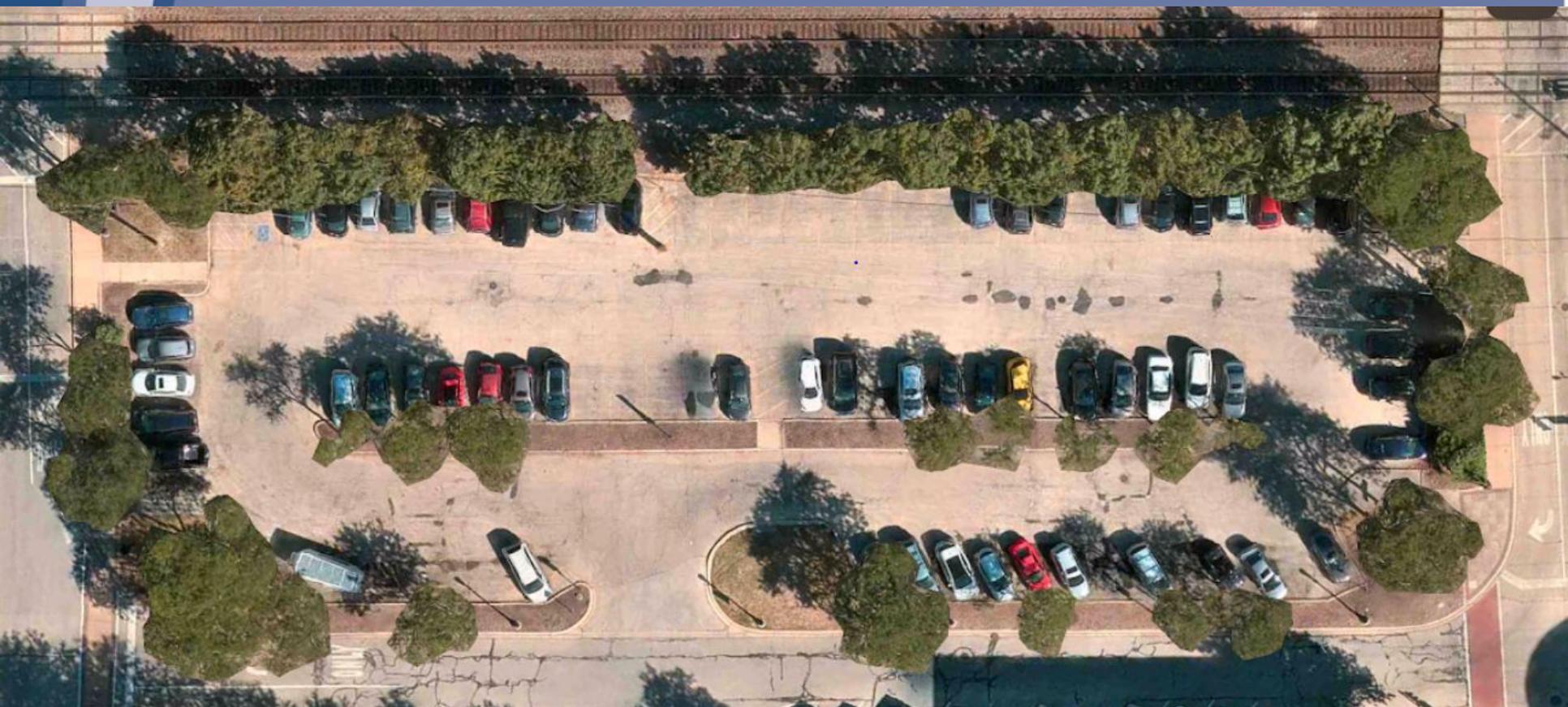
Landscaping - Bioswale Plantings

Bio Swale		
No.	Botanical Name	Common Name
Forbes:		
45	<i>Echinaca purpurea</i>	Purple Coneflower
26	<i>Gaillardia pulchella</i>	Indian Blanket
100	<i>Hemerocallis 'Happy Returns'</i>	Happy Returns Daylily
95	<i>Iris virginica</i>	Virginia Blue Flag Iris
26	<i>Symphyotrichum laeve</i>	Smooth Blue Aster
Grasses:		
45	<i>Sporobolus heterolepis</i>	Prairie Dropseed
Sedges:		
54	<i>Carex vulpinoidea</i>	Brown Fox Sedge



Forest North Parking Lot Existing Conditions







**Burlington
Avenue**

**No existing
sidewalk,
minimal
landscaping**





**Trees along
BNSF railroad
to remain**

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20-89
 BID DATE: 2-27-20 CD
 BID TIME: 10:00
 WITH PRINTS: LG SM NO
 COMPLETE DATE/DAYS 5/9/20

CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: ChicagoLand Paving
- II. Instructions and Specifications:
- A. Bid No.: P-017-17
 - B. For: FOREST NORTH PARKING LOT IMPROVEMENTS
 - C. Bid Opening Date/Time: THURSDAY, FEBRUARY 27, 2020 @ 10:00 AM
 - D. Pre-Bid Conference Date/Time: THURSDAY, FEBRUARY 20, 2020 @ 10:00 AM (OPTIONAL)
 - E. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVE., DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: THURSDAY, FEBRUARY 13, 2020

This document comprises 92 pages.

RETURN ORIGINAL BID IN SEALED ENVELOPE MARKED WITH THE BID NUMBER AS NOTED ABOVE TO:

NATE HAWK
 VILLAGE OF DOWNERS GROVE
 5101 WALNUT AVE.
 DOWNERS GROVE, IL 60515
 PHONE: 630/434-5467
 FAX: 630/434-5495
www.downers.us

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

CALL FOR BIDS – FIXED WORKS PROJECT**Bid No.:** P-017-17

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
- VI. ATTACHMENT A – BNSF APPLICATION FOR ROADWAY SURFACING/RESURFACING

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.

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I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS**1. GENERAL**

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

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

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

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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

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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.

- 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.

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- 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 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.

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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

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Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

16. CATALOGS AND SHOP DRAWINGS

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

17. TRADE NAMES AND SUBSTITUTIONS

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

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

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

19. USE OF VILLAGE'S NAME

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

20. HOURS OF WORK

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

21. PERMITS AND LICENSES

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

22. INSPECTION

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

23. DELIVERIES

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

24. SPECIAL HANDLING

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

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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

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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

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workplace by:

28.1.1 Publishing a statement:

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

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

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

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

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

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

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

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

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

30. PREVAILING WAGE ACT

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- 30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.
- 30.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.
- 30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 30.6 Any bond furnished as security for performance shall include a provision that guarantees faithful 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,

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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".

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- 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.

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- 32.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

33. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

34. SUBLETTING OF CONTRACT

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

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

35. TERMINATION OF CONTRACT

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

36. BILLING AND PAYMENT PROCEDURES

- 36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an

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

- 36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.
- 36.3 As this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 36.4 Please send all invoices to the attention of: Village of Downers Grove, Public Works, 5101 Walnut Ave., Downers Grove, IL 60515.

37. COMPLIANCE WITH OSHA STANDARDS

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

38. CERCLA INDEMNIFICATION

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

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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,

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and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.

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

46. SEVERABILITY OF INVALID PROVISIONS

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

47. GOVERNING LAW AND VENUE

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

48. NOTICE

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

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

And to the Contractor as designated on the Contract Form.

49. AMENDMENT

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

50. COOPERATION WITH FOIA COMPLIANCE

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

51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

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

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V. BID and CONTRACT FORM (Village)

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

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

BIDDER:

Chicagoland Paving Contractors Inc.
225 Telser Road
Lake Zurich, IL 60047

2/27/20
Date

office@chicagolandpaving.com
E-mail Address

City, State, Zip

William R. Bowes
Contact Name (Print)

847 550 9681
Business Phone

847 417 1133
24-Hour Telephone

847 550 9684
Business Fax

W. Bowes
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

William R. Bowes, VP
Print Name & Title

[Signature]
Signature of Corporation 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.

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V. BID and CONTRACT FORM (Contractor)

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

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

BIDDER:

2/27/20
Date

Chicagoland Paving Contractors Inc.
225 Telsler Road
Lake Zurich, IL 60047

office @ chicagoland paving . com
E-mail Address

City, State, Zip

William R. Bowes
Contact Name (Print)

847 550 9681
Business Phone

847 417 1133
24-Hour Telephone

847 550 9684
Business Fax

WR Bowes
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

William R. Bowes, V.P.
Print Name & Title

Julie Heulman
Signature of Corporation 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.

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SCHEDULE OF PRICES:

PAY ITEM NO.	SPEC. NO.	DESCRIPTION	TOTAL QTY	UNIT	UNIT COST	TOTAL COST
1	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	200	SQ YD	2.50	500 ⁻
2	25200200	SUPPLEMENTAL WATERING	20	UNIT	58.30	1,166 ⁻
3	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	1,075	TON	82 ⁻	88,150 ⁻
4	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	357	TON	100 ⁻	35,700 ⁻
5	40700100	BITUMINOUS MATERIALS (TACK COAT)	1,380	POUND	.01	13.80
6	67100100	MOBILIZATION	1	LSUM	30,572 ²⁰	30,572 ²⁰
7	7030024	TEMPORARY PAVEMENT MARKING LINE - 6"	100	FOOT	1 ⁻	100 ⁻
8	X0327762	RAILROAD FLAGGER	5	DAY	500 ⁻	2,500 ⁻
9	SP-6	EXPLORATORY TRENCH, SPECIAL	10	CY	105 ⁻	1,050 ⁻
10	SP-7	PRECONSTRUCTION VIDEOTAPING	1	LSUM	750 ⁻	750 ⁻
11	SP-8	CONSTRUCTION STAKING AND RECORD DRAWINGS	1	LSUM	5000. ⁰⁰	5000. ⁰⁰
12	SP-9	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	1	LSUM	2,500. ⁰⁰	2,500. ⁰⁰
13	SP-10	STREET SWEEPING AND DUST CONTROL	40	HOUR	125 ⁻	5,000 ⁻
14	SP-11	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	20	LOAD	250 ⁻	5,000 ⁻
15	SP-12	TREE PROTECTION	400	FOOT	2.50	1,000 ⁻
16	SP-13	EXISTING TREE REMOVAL	22	EACH	340 ⁻	7,480 ⁻
17	SP-14	TREE PRUNING	3	EACH	56 ⁻	168 ⁻
18	SP-15	PERIMETER EROSION BARRIER	875	FOOT	3 ⁻	2,625 ⁻
19	SP-15	INLET FILTERS	10	EACH	115 ⁻	1,150 ⁻
20	SP-16	EXCAVATION, SPECIAL	1,715	CU YD	30 ⁻	51,450 ⁻
21	SP-17	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	200	CU YD	20 ⁻	4,000 ⁻
22	SP-18	POROUS GRANULAR EMBANKMENT, SUB GRADE	200	CU YD	25 ⁻	5,000 ⁻
23	SP-19	STABILIZED CONSTRUCTION ENTRANCE	60	SQ YD	10 ⁻	600 ⁻
24	SP-20	TRENCH BACKFILL	260	CU YD	26 ⁻	6,760 ⁻
25	SP-22	P.C.C. SIDEWALK, 5 INCH COLORED	2,280	SQ FT	13.75	31,350 ⁻
26	SP-23	P.C.C. SIDEWALK, 5 INCH COLORED WITH SCORED PATTERN	150	SQ FT	21	3,150 ⁻
27	SP-24	P.C.C. DRIVEWAY PAVEMENT, 8"	55	SQ YD	88.50	4,867.50
28	SP-25	DETECTABLE WARNINGS	80	SQ FT	36.50	2,920 ⁻
29	SP-26	COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.12	1,280	FOOT	21.85	27,968 ⁻
30	SP-26	VARIABLE HEIGHT CURB	80	FOOT	21.85	1,748 ⁻
31	SP-27	STORM SEWERS, RCP, TYPE 1, CL III, 12"	375	FOOT	70.75	26,531.25
32	SP-29	STORM SEWER REMOVAL, 12"	425	FOOT	10.50	4,462.50
33	SP-30	DRAINAGE STRUCTURE TO BE REMOVED	5	EACH	315 ⁻	1,575 ⁻
34	SP-31	CATCHBASIN, TYPE C	3	EACH	1,925 ⁻	5,775 ⁻
35	SP-31	CATCHBASIN, 4' DIA., TYPE A, TYPE 1 FRAME AND GRATE, OL	3	EACH	4,420 ⁻	13,260 ⁻
36	SP-31	MANHOLE, 4' DIA., TYPE A, TYPE 1 FRAME AND GRATE, CL	1	EACH	4,950 ⁻	4,950 ⁻
37	SP-32	CONFLICT MANHOLE, TYPE A, 4' DIA. TYPE 1 FRAME, CL	1	EACH	7,230 ⁻	7,230 ⁻

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

38	SP-33	PVC PIPE UNDERDRAIN, 6"	230	FOOT	33.30	7,659 ⁻
39	SP-34	STORM SEWER CONNECTION TO EXISTING STRUCTURE, 12"	1	EACH	715 ⁻	715 ⁻
40	SP-35	AGGREGATE BASE COURSE, TYPE B, 6"	3,175	SQ YD	6.50	20,637.50
41	SP-36	PERMEABLE PAVERS	215	SQ YD	58 ⁻	12,470 ⁻
42	SP-36	PERMEABLE JOINT OPENING AGGREGATE (CA-16)	215	SQ YD	4.85	1,042.75
43	SP-36	PERMEABLE SETTING BED AGGREGATE (CA-16), 1-1/2"	215	SQ YD	9.75	2,096.25
44	SP-36	PERMEABLE BASE COURSE (CA-7), 6"	215	SQ YD	7.50	1,612.50
45	SP-36	PERMEABLE SUB-BASE, (CA-1), 12"	215	SQ YD	13 ⁻	2,795 ⁻
46	SP-37	CONCRETE RIBBON	120	FOOT	21.85	2,622 ⁻
47	SP-38	PAINT PAVEMENT MARKING LINE - 4"	1,900	FOOT	.55	1,045 ⁻
48	SP-38	PAINT PAVEMENT MARKING LINE - 6"	175	FOOT	.70	122.50
49	SP-38	PAINT PAVEMENT MARKING LINE - 24"	80	FOOT	3.60	288 ⁻
50	SP-38	PAINT PAVEMENT MARKING SYMBOL	45	SQ FT	5 ⁻	225 ⁻
51	SP-39	TEMPORARY CHAIN LINK FENCE	600	FOOT	4 ⁻	2,400 ⁻
52	SP-40	4' HIGH TEMPORARY HIGH VISIBILITY ORANGE FENCING	350	FOOT	2.50	875 ⁻
53	SP-42	CONCRETE STRUCTURES - SEATWALL	60	FOOT	150. ⁰⁰	9000. ⁰⁰
54	SP-43	LIMESTONE COPING - SEATWALLS	55	SQ FT	100 ⁻	5,500 ⁻
55	SP-43	LIMESTONE PIER CAPS - SEATWALLS	5	EACH	500 ⁻	2,500 ⁻
56	SP-44	STONE PLACEMENT WITHIN DITCH	20	SQ YD	50 ⁻	1,000 ⁻
57	SP-45	RAILROAD PROTECTIVE LIABILITY INSURANCE	1	LSUM	5,500 ⁻	5,500 ⁻
58	SP-46	SOD RESTORATION	330	SQ YD	21.25	7,012.50
59	SP-46	GROWTH-INHIBITING EROSION CONTROL BLANKET	815	SQ YD	1.20	978 ⁻
60	SP-47	MULCH	35	CU YD	90 ⁻	3,150 ⁻
61	SP-48	MUSHROOM COMPOST	120	CU YD	55.25	6,630 ⁻
62	SP-49	AMENDED TOPSOIL	120	CU YD	55.25	6,630 ⁻
63	SP-50	PLUGS	605	EACH	3.75	2,268.75
64	SP-51	SHRUBS	215	EACH	53 ⁻	11,395 ⁻
65	SP-52	ORNAMENTALS	3	EACH	480 ⁻	1,440 ⁻
66	SP-53	TREES	8	EACH	530 ⁻	4,240 ⁻
67	SP-54	SITE CLEARING	130	SQ YD	5.60	728 ⁻
68	SP-55	TREE ROOT PRUNING	250	FOOT	5.60	1,400 ⁻

Total
Bid
Amount 520,000.⁰⁰

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to Forest North Parking Lot, Bidder Chicago Land Planning
 (Name of Project) (Name of Bidder)
 hereby certifies the following:

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

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

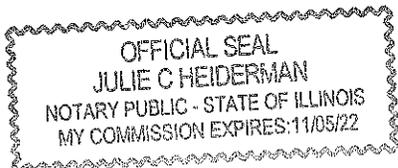
BIDDER'S CERTIFICATION (page 2 of 3)

BY: W.R. Bowen
Bidder's Authorized Agent

36-3494492

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me

this 27 day of Feb, 2020.

Julie Heiderman
Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

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

President: Kevin Meertz

Secretary: v.p. William R. Bowes

Treasurer: _____

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

Limited Liability Company (LLC)

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

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

BIDDER'S CERTIFICATION (page 3 of 3)

(c) Partnership

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

Names and Addresses of All Partners:

(d) Sole Proprietor

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

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

INSURER'S NAME: Corkill Insurance

AGENT: Paul Praxmarer

Street Address: 25 NW Pointe Ste. 625

City, State, Zip Code: Elk Grove Village IL 60007

Telephone Number: 847 758 1000

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: Chicagoland Paving

Print Name and Title of Authorizing Signature: William R. Bowes, V.P.

Signature: WR Bowes

Date: 2/27/20

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

MUNICIPAL REFERENCE LIST

Municipality: see attached
 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: _____

Parking Lot

New Age Cryo, Inc.

Parking Lot @ 5706 Rte. 31 - Ringwood
Contract Amount: \$ 96,900.00
Ms. Jennifer Gilardi
New Age Cryo, Inc.
815-675-0215

City of Prospect Heights

Parking Lot Addition - 11 E. Camp McDonald
Contract Amount: \$ 317,900.00
Mr. Steven Berez
Gewalt Hamilton
847-478-9700

Lake County Forest Preserves

2015 Pavement Improvements @
Independence Grove
Contract Amount: \$ 1,047,797.00
Mr. Lucas Deferville
Gewalt Hamilton Associates
847-478-9700

Village of Riverwoods

Interim Parking Lot Improvement @
320 Portwine
Contract Amount: \$ 79,900.00
Mr. Patrick Glenn
Gewalt Hamilton
847-478-9700

Quincy Park Condominium Association

2015 Paving & Drainage Improvements
Contract Amount: \$ 304,800.00
Mr. Carmen Arvia
Ament, Inc.
847-253-1515

City of Northlake

King Arthur Courts Parking Lot
Contract Amount: \$ 277,900.00
Mr. Eric Taraska
Christopher B. Burke Engineering
847-823-0500

Village of Villa Park

Kenilworth Park Improvements
Contract Amount: \$ 72,900.00
Mr. Kevin Mantels
Village of Villa Park Public Works / Engineering
630-834-8505

Lake Zurich School District CUSD 95

2016 Site Improvements Projects
Contract Amount: \$ 1,429,901.75
Mr. Leo Morand (Gewalt Hamilton)
847-478-9700
Mr. Lyle Erstad (CCUSD 95)
847-540-3414

St. Patricia's Parish (Hickory Hills)

Drainage & Paving (Catholic Bishop of Chicago)
Contract Amount: \$ 203,934.00
Tom Rychlik
Gewalt Hamilton Engineering
847-478-9700

St. Louise Parking Lot Resurface & Concrete Repair

Catholic Bishop of Chicago
Contract Amount: \$ 398,666.00
Tom Rychlik
Gewalt Hamilton Engineering
847-479-9700

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

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) DiNatale Type of Work Concrete

Addr: 1441 Bernard Dr City Addison State IL Zip 60101

2) Galaxy Type of Work Sewer

Addr: 9233 Cherry Ave City Franklin Park State IL Zip 60131

3) Staples Type of Work Landscape

Addr: PO Box 31 City Lake Zurich State IL Zip 60047

4) LPS Type of Work Pavers

Addr: 67 Stonehill Rd City Oswego State IL Zip 60543

5) GPS Type of Work Stripe

Addr: 529 Fritzsche City Lakemoor State IL Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: Chris Garwacki

Superintendent: Chris Garwacki

Team Member: Chris Keller

Team Member: _____

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

Signed by: WR Bowen (Corporate Seal)

Title: William R. Bowen, V.P.

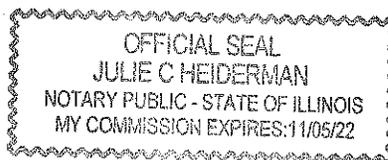
Name & Address: chicago land paving

of Contractor 225 Telser Rd

or Vendor Lake Zurich IL 60017

Subscribed and sworn to before me this 27 day of Feb, 2020

Julie C Heiderman
Notary Public



Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)



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: _____

ADDRESS: _____ **Chicagoland Paving Contractors Inc.** _____
225 Telser Road _____
Lake Zurich, IL 60047 _____

CITY: _____

STATE: _____

ZIP: _____

PHONE: 847 550 9681 FAX: 847 550 9684

TAX ID #(TIN): 36-3494492

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: W.R. Ban DATE: 2/27/20

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

Apprenticeship and Training Certification

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

Name of Bidder: Chicago Land Paving

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

The requirements of this certification and disclosure are a material part of the Contract, and the Contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: William R. Bowers

Signature: W R Bowers

Date: 2/27/20

Chicagoland Paving Contractors, Inc.225 Telsor Road
Lake Zurich, IL 60047Phone: 847-550-9681
Fax: 847-550-9684

APPRENTICESHIP TRAINING CERTIFICATION**International Brotherhood of Teamsters – Truck Drivers
Registration No. IL01050004****Operating Engineers Local #150 – Operating Engineers
Registration No. IL008780173****Heavy Equipment Technician Operating Engineers Local #150 – Heavy
Repairs
Registration No. IL01202003****Chicagoland Laborers' – JATC – Construction Craft Laborer
Registration No. IL01790001**



Illinois Teamsters Joint Council No. 25 and Employers Apprenticeship & Training Fund

990 NE Frontage Road, Suite 4, Joliet, IL 60431

Office: (815) 773-0700 Fax: (815) 773-1122

Info@illinoisteamsterstraining.org

January 16, 2020

To Whom It May Concern:

This letter will certify that Chicagoland Paving is currently contributing and is current with its contributions, as of December 2019, for the Trade of Construction Driver (1032), to the Illinois Teamsters Joint Council No.25 and Employers Apprenticeship & Training Fund.

Any questions, please feel free to contact me at (815) 773-0700.

Very Truly Yours,

A handwritten signature in cursive script, appearing to read "Rose Wyler".

Rose Wyler

Administrative Assistant

cc: file

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

*Illinois Teamsters Joint Council No. 25
Employers JATF
Joliet, Illinois*

For The Trade of: Construction Driver

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

June 22, 2005
Date
Revised: April 8, 2016
IL8151005004
Registration No.



AK S. G. R.
Secretary of Labor
ALV J. J. J.
Administrator, Office of Apprenticeship

1/14/2020 11:13 AM FROM: 708-354-0932

TO: +18475509684 P. 3

INTERNATIONAL UNION OF OPERATING ENGINEERS

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

AFFILIATED WITH THE AFL-CIO AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER1708) 482-8800 - FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60325-3992

January 14, 2020

Chicagoland Paving Contractors, Inc.
225 Telser Rd
Lake Zurich, IL 60047Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

At the request of Chicagoland Paving Contractors, 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, Brothers Chicagoland Paving Contractors, 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

Amanda Gunderson

Enclosures: Certificates

1/14/2020 11:13 AM FROM: 708-354-0932

TO: +18475509684 P. 4

FAX NO.

F. 08

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150
Plainfield, Illinois
For the Trade of Repairer (Heavy)

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

Date

May 5, 2002

IL012020003



Secretary of Labor

R. J. Chao

Anthony S. ...

004

08/18/2015 15:42 FAX 71

1/14/2020 11:13 AM FROM: 708-354-0932

TO: +18475509684 P. 5

Illinois State Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local # 150

Marietta, Illinois

For the Trade of Operating Engineers

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship established by the Secretary of Labor

November 5, 2002

Date

92 008780173

Registration No.



Lois Chao
Secretary of Labor

Anthony S. ...
Administrative, Apprenticeship Training, Employer and Labor Services

003
53
21

08/18/2015 15:42 FAX 71
02/28/2008 18 24 FAX

LIUNA!
 Chicagoland
LABORERS'
 District Council Training & Apprentices Fund



chicagolaborers.org

Executive Director
 Thomas Nordeen

January 20, 2020

Labor Trustees

James P. Connolly
 Martin Dwyer
 Martin Flanagan
 Joseph V. Healy
 Charles V. LoVerde III
 William Martin

Chicagoland Paving, Inc.
 225 Tesler Road
 Lake Zurich, IL 60047

To Whom It May Concern:

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

Management Trustees

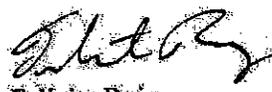
Seth Gudeman
 Shane Higgins
 Joseph Koppers
 Robert G. Krug
 David Lorig
 William Vignocchi

You may also use this letter as verification that Chicagoland Paving, 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,

Carol Stream Location

1200 Old Gary Avenue
 Carol Stream IL 60188
 (630) 853-0006


 Felicita Ruiz
 Assistant Office Manager

Chicago Location

5700 West Homer Street
 Chicago IL 60639
 (773) 473-3315



LIUNA!
 Feel the Power



The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Chicago and Laborers' I.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

April 12, 1999

Date REVISED August 13, 2004

Registration No. 11 0179990001



A. J. Chao

Secretary of Labor

Andrew Sauer

Assistant Secretary, Training, Employer and Labor Services

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

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 W. B. Bann

Company Name Chicago Land Paving

Title V.P.

Date 2/27/20

Certificate of Non-Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

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

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

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

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: Chicago Land Paving

Address: 225 Telsa Rd

City: Lake Zurich IL Zip Code: 60047

Telephone: (847) 550 9681 Fax Number: (847) 550 9684

E-mail Address: office @ chicalandpaving . com

Authorized Company Signature: W. Bowen

Print Signature Name: William R. Bowen Title of Official: V.P.

Date: 2/27/20

Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

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.

WR Bowes
Signature

William R. Bowes
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

Bond Number: 2430939



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Chicagoland Paving Contractors, Inc.

225 Telser Rd
Lake Zurich, IL 60047-1582
OWNER:
(Name, legal status and address)
Village of Downers Grove
5101 Walnut Ave

Downers Grove, IL 60515-4046

SURETY:
(Name, legal status and principal place of business)
West Bend Mutual Insurance Company
PO Box 620976
Middleton, WI 53562
ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

BOND AMOUNT: \$

Five Percent of the Amount Bid

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

Forest North Parking Lot Improvements

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.

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:13:29 ET on 02/21/2019 under Order No.6996141472 which expires on 02/21/2020, and is not for resale.

User Notes:

(1496601206)

Signed and sealed this 27 day of February , 2020

Chicagoland Paving Contractors, Inc.

Jul C. Hark
(Witness)

David Abrams
(Witness)

(Contractor as Principal) (Seal)

W. R. Bowes V.P.
(Title) William R. Bowes

West Bend Mutual Insurance Company

(Surety) (Seal)

PAUL F PRAXMARER
(Title) PAUL F PRAXMARER , Attorney-In-Fact

Init.



THE SILVER LINING®

Bond No. 2430939

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PAUL F PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 27th day of February, 2020



Heather Dunn
Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.



ACKNOWLEDGMENT OF CORPORATE SURETY

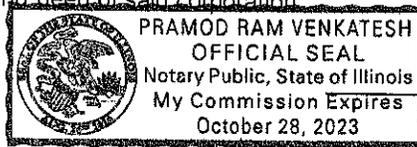
STATE OF Illinois)

ss

County of Will)

On this 27th day of February, 20 20, before me appeared Paul F. Praxmarer to me personally known, who being by me duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires



Notary Public

October 28, 20 23 County of Will, State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: FOREST NORTH PARKING LOT IMPROVEMENTS

PROPOSAL/BID NUMBER: BID # P-017-17

PROPOSAL/BID OPENING: February 27, 2020

ADDENDUM NO.: 1

PROPOSER/BIDDER: - Chicagoland Paving Contractors Inc. _____
225 Telser Road
ADDRESS: _____ Lake Zurich, IL 60047 _____

RECEIVED BY: Julie Heiderman
(NAME)

Julie Heiderman
(SIGNATURE)

DATE: 2/21/20

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

FOR

FOREST NORTH PARKING LOT IMPROVEMENTS
BID # P-017-17

February 21, 2020

ITEM AND DESCRIPTION:

1. **CLARIFICATION**
Quantity for Pay Item 53, CONCRETE STRUCTURES – SEATWALL, is measured from outside edge of pier to outside edge of pier at finished grade.
2. **CLARIFICATION**
A thickness of 2" or 2-1/4" will be acceptable for the limestone shown on Plan Sheet 20 for Pay Item No. 54, LIMESTONE COPING – SEATWALLS, and Pay Item No. 55, LIMESTONE PIER CAPS – SEATWALLS.
3. **REPLACE**
Page 76 of the "SCHEDULE OF PRICES" of the Call for Bid document with the attached "LAST PAGE SCHEDULE OF PRICES – P 76 (REVISED PER ADDENDUM 1)." Pay Item No. 68 has been added for "Tree Root Pruning"
4. **ADD**
The attached "TREE ROOT PRUNING SPECIAL PROVISION (ADDED PER ADDENDUM 1)." to the Call for Bid Document after page 72.

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

End of Addendum No. 1
February 21, 2020

SP-55 TREE ROOT PRUNING (ADDED PER ADDENDUM #1)

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

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

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

TREE ROOT PRUNING,

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



Corkill Insurance Agency, Inc.
25 Northwest Point Blvd., Suite 625
Elk Grove Village, IL 60007

Phone 847-758-1000
Fax 847-758-1200

February 19, 2020

Nate Hawk
Village of Downers Grove
5101 Walnut Ave.
Downers Grove, IL 60515

Re: Chicagoland Paving Contractors, Inc.
Bid No.: P-017-17
Project: Village of Downers Grove – Forest North Parking Lot Improvements

As the insurance agent for *Chicagoland Paving Contractors, Inc.*, we have reviewed the insurance requirements outlined in the Bid Specification for the above captioned project and verify that Chicagoland Paving Contractors, Inc. currently has and/or is able to purchase the insurance requirements as specified in the General requirements.

Please feel free to contact me if you have any questions.

Sincerely,

Paul F. Praxmarer

Paul F. Praxmarer
Vice President
847.254-6389

PFPP/lpr

2020



February 19, 2020

Bond Ability: Chicagoland Paving Contractors, Inc.
225 Telser Road
Lake Zurich, IL 60047

To Whom It May Concern:

We are the bonding Agent for Chicagoland Paving Contractors, Inc. In support of potential bids and payment/performance bonds, and if the principal enters into a formal contract and request of such bonds, then we, as their Agents, will issue these bonds for 100% of the bid amount.

Chicagoland Paving Contractors, Inc. has bonding limits in the following amounts:

Single Job: \$5,000,000
Aggregate: \$15,000,000

Their full Aggregate is available for use under their established bond line with West Bend Mutual Insurance Company which has an AM Best Rating of A (Excellent).

Should you have any questions or concerns, please do not hesitate to contact us.

Respectfully,



Paul F. Praxmarer
Attorney-in-Fact
West Bend Mutual Insurance Company



Illinois Department of Transportation

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

**Affidavit of Availability
For the Letting of _____**

(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	Awards Pending	
Contract Number		61F63		61F96		
Contract With	Lincolnshire	IDOT	DuPage Cty	IDOT		
Estimated Completion Date	10/2019	7/31/2020	12/2019	6/15/2020		
Total Contract Price	80,000.00	270,000.00	1,116,500.00	270,000.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	80,000.00	270,000.00	1,116,500.00	270,000.00		1,736,500.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
						1,736,500.00

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

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

					Accumulated Totals
Earthwork	17,900.00	72,800.00	95,764.70	77,475.00	263,939.70
Portland Cement Concrete Paving					0.00
HMA Plant Mix	6,000.00	13,750.00	335,000.00	31,100.00	385,850.00
HMA Paving	14,576.00	14,736.00	315,000.00	38,848.70	383,160.70
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces	5,100.00	16,500.00	150,000.00	53,635.00	225,235.00
Highway,R.R. and Waterway Structures					0.00
Drainage					0.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction					0.00
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
Signing					0.00
Cold Milling, Planning & Rotomilling		2,500.00	128,000.00		130,500.00
Demolition					0.00
Pavement Markings (Paint)					0.00
Other Construction (List)					0.00
Allowance					0.00
FABRIC					0.00
Totals	43,576.00	120,286.00	1,023,764.70	201,058.70	1,388,685.40

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.

					Awards Pending
Subcontractor	Galaxy	Roadway Lanes	Carrera	Del Toro	
Type of Work	sewer	thermo	concrete	landscape	
Subcontract Price	10,525.00	2,200.00	81,568.00	58,853.30	
Amount Uncompleted	10,525.00	2,200.00	81,568.00	58,853.30	
Subcontractor	Nafisco	Clean Cut	GPS	No. Fence	
Type of Work	traffic	tree removal	stripe/signs	fence	
Subcontract Price	1,565.00	33,548.00	11,167.30	5,632.00	
Amount Uncompleted	1,565.00	33,548.00	11,167.30	5,632.00	
Subcontractor	Roadway Lines	Carerra		GPS	
Type of Work	thermo	concrete		striping	
Subcontract Price	2,712.00	51,150.00		1,756.00	
Amount Uncompleted	2,712.00	51,150.00		1,756.00	
Subcontractor	Schollmeyer	Gary Weiss		Homer Tree	
Type of Work	landscape	landscape		tree removal	
Subcontract Price	8,664.00	53,566.00		2,700.00	
Amount Uncompleted	8,664.00	53,566.00		2,700.00	
Subcontractor	Colella	Environ Oper.			
Type of Work	concrete	soil test			
Subcontract Price	12,958.00	9,250.00			
Amount Uncompleted	12,958.00	9,250.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	36,424.00	149,714.00	92,735.30	68,941.30	

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

this 27 day of Feb, 2020.

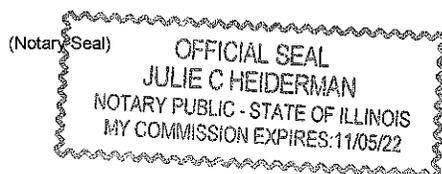

 Notary Public
 My commission expires: 11/5/2022

Type or Print Name William R. Bowes, V.P.
 Officer or Director Title

Signed WR Bowes

Company Chicagoland Paving Contractors, Inc.

Address 225 Telsor Road
Lake Zurich, IL 60047



Village of Downers Grove – Forest North Parking Lot Improvements (P-017-17)

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.

BITUMINOUS PAVING PRODUCTS



POST OFFICE BOX 1129

(630) 953-1500

ADDISON, ILLINOIS 60101

February 25, 2020

Mr. Bill Bowes
Chicagoland Paving Contractors Inc.
225 Telser Road
Lake Zurich, IL 60047

RE: Contract: P-017-17
Forest North Parking Lot Improvement
Downers Grove, IL 60515

To Whom it May Concern:

Du-Kane Asphalt Co. has agreed to provide Chicagoland Paving Contractors with Hot Mix Asphalt for the project mentioned above.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Kyros", with a long horizontal line extending to the right.

Mike Kyros, Office Manager
Du-Kane Asphalt Co.



Village of Downers Grove

Contractor Evaluation

Contractor: Chicagoland Paving

Project: ST-052 Lacey Road Reconstruction

Primary Contact: Chris Garwacki Phone: (847) 343-4645

Time Period: July 2016 – October 2016

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion: _____

Change Orders (attach information if needed): None

Difficulties / Positives: Contractor provided quality work; worked with the Village in rescheduling its crews to accommodate storm sewer replacement done by the Village

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: Jim Tock, P.E.

Date: 05/18/17



Village of Downers Grove

Contractor Evaluation

Contractor: Chicagoland Paving Contractors

Project: ST-057-17 Maple Ave Resurfacing LAFO- 55th to Main

Primary Contact: Chris Garwacki Phone: (847) 343-4645

Time Period: August 2017 – October 2017

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion: _____

Change Orders (attach information if needed): 2 balancing authorizations, 1 authorization to switch HMA driveway apron to PCC apron at no additional cost

Difficulties / Positives: Quick responses in communication, kept Village updated. Very cooperative to work with.

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: Stephanie Graves, PE

Date: 03/30/18