

VILLAGE OF DOWNERS GROVE
Report for the Village
9/11/2018

SUBJECT:	SUBMITTED BY:
Bid: Award of Contract for Prince/Forest Drainage Improvements	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the Prince/Forest Drainage Improvements to Performance Construction and Engineering, LLC for \$512,660.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY18 budget includes \$600,000 in the Stormwater Fund (Page 4-29, Line 21) for this project.

UPDATE & RECOMMENDATION

This item was discussed at the September 4, 2018 Village Council meeting. At the Council Meeting a resident inquired about the use of easements and the tree protection plan for this project.

As part of this project a storm sewer is planned to be installed on private property to improve drainage for these properties. The project requires the removal of some existing trees and vegetation. The pipe will be installed by directionally drilling to reduce impacts to adjacent residents. The Village will replace turf and landscaping and plant replacement trees. After staff works with the contractor to identify a boring pit location, easement documents will be prepared and presented to the property owners for execution prior to this portion of the project proceeding. The affected residents are aware of the project scope.

Staff recommends approval on the September 11, 2018 consent agenda.

BACKGROUND

The Village's 2014 Stormwater Project Analysis report identified drainage issues in the block bounded by Prince St, Forest Ave, Prairie Ave, and Franklin St (Area 10) that include loss of landscaping, street flooding, yard flooding and structure flooding. Stormwater runoff from the right-of-way is currently directed west through the properties by an old clay storm sewer, which is known to be partially blocked or collapsed. Runoff is directed south, eventually discharging into a tributary of St. Joseph Creek. There is currently no infrastructure on the Forest and Franklin sides of the block and inlets on Prairie and Prince lack the stormwater infrastructure required to provide the suggested level of service which is to safely convey and store approximately 90% to 95% of all experienced rain events.

The proposed improvements include installation of new storm sewer on Forest and Franklin Avenues, which will connect to an existing storm sewer on Saratoga Avenue. Additional high capacity inlets will be added on Prince and Prairie and a new 12" storm sewer will be installed to drain the rear yard depression to the new line on Forest Ave. This project will provide relief from regular flooding in small to medium level rain events by diverting a significant percentage of the water that currently enters the rear yards. In addition, it will provide infrastructure for future, private drainage improvements via the Stormwater Cost-Share Program.

A Call for Bids was issued and published in accordance with the Village's Purchasing Policy. Four bids were received by the due date of August 22, 2018. Below is the synopsis of the bids received.

CONTRACTOR	BASE BID	
PERFORMANCE CONSTRUCTION & ENGINEERING, LLC	\$512,660.00	Low Bid
A LAMP CONCRETE CONTRACTORS, INC.	\$524,351.00	
MARTAM CONSTRUCTION, INC.	\$568,588.00	
MAURO SEWER CONSTRUCTION, INC.	\$579,810.00	

Performance Construction & Engineering, LLC has not worked with the Village of Downers Grove before but has successfully performed storm sewer, water, and sanitary projects for the cities of Aurora, Arlington Heights, Elburn, Bolingbrook, Hoffman Estates, Glendale Heights, and Arlington Heights, as well as the US Army Corp of Engineers. Job references were checked and positive experiences and outcomes with the company were reported. Staff recommends award of this contract to Performance Construction and Engineering, LLC.

ATTACHMENTS

Contract Documents

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

FOR

Prince/Forest Drainage Improvements

BID #SW-080-17J

August 15, 2018

ITEM AND DESCRIPTION:

- **REPLACE**

SCHEDULE OF PRICES pages 56 and 57 of the Call for Bid (CFB) document with the attached SCHEDULE OF PRICES.

Summary of changes:

- The following quantity has been removed
 - TEMPORARY CONSTRUCTION FENCE, 210 FOOT
- The following quantity has been added
 - STORM SEWER REMOVAL, 10", 25 FOOT
- The following quantities will be covered under special provision number SP-27
 - STORM SEWER REMOVAL, 6"
 - STORM SEWER REMOVAL, 10"
 - STORM SEWER REMOVAL, 12"
 - STORM SEWER REMOVAL, 18"
- The following quantities have been modified
 - TREE PROTECTION, 1000 FOOT
 - TREE ROOT PRUNING, 100 FOOT
 - DRAINAGE STRUCTURE TO BE REMOVED, 4 EACH
 - SANITARY SEWER REMOVAL AND REPLACEMENT, 8", 45 FOOT
 - CONFLICT MANHOLE, 5' DIAMETER, 2 EACH
- **MODIFICATIONS TO PLAN SET (NOTE: REVISED PLAN SET WILL BE PROVIDED TO AWARDED CONTRACTOR FOR CONSTRUCTION)**
 - Page 8 – 8" pvc sanitary sewer shall conform to ASTM D-2241
 - Pages 11 and 14 – Substitute note specifying 7171 frame and grate with 7220 frame and grate
 - Page 14 – remove note "PCC driveway removal and replacement, 6" – 135 SY"

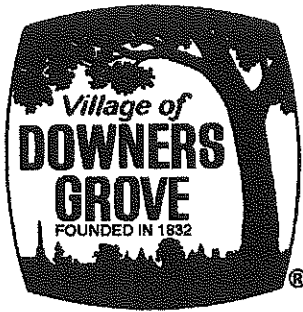
The Acknowledgement of Receipt of Addendum for this addendum **MUST** be included in the bid package. Bid packages not including signed Acknowledgement Sheets may be **REJECTED**.

**End of Addendum No. 1
August 15, 2018**

**VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS**

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**PROPOSAL/BID:** Prince/Forest Drainage Improvements**PROPOSAL/BID NUMBER:** BID # SW-080-17J**PROPOSAL/BID OPENING:** August 22, 2018**ADDENDUM NO.:** 1**PROPOSER/BIDDER:** Performance Construction & Engineering, LLC**ADDRESS:** 217 W. John Street, Plano, IL 60545**RECEIVED BY:**Carole Farnell
(NAME)Carole Farnell
(SIGNATURE)**DATE:**08/22/18

Village of Downers Grove

**CALL FOR BIDS – FIXED WORKS PROJECT**

- I. Name of Company Bidding: Performance Construction & Engineering, LLC
- II. Instructions and Specifications:
- A. Village Bid No.: SW-080-17J
 - B. Demandstar Bid No.: CFB-0-52-2018/meg
 - C. For: PRINCE/FOREST DRAINAGE IMPROVEMENTS
 - D. Bid Opening Date/Time: WEDNESDAY AUGUST 22, 2018 @ 10:00AM
 - E. Pre-Bid Conference Date/Time: WEDNESDAY AUGUST 15, 2018 @ 10 AM (OPTIONAL)
 - F. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVE., DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: Wednesday August 8, 2018

This document comprises 69 pages

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

SUSAN QUASNEY
STAFF ENGINEER II
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5564
FAX: 630/434-5495
www.downers.us

Village of Downers Grove

CALL FOR BIDS – FIXED WORKS PROJECT**Bid No.: ST-080-17J**

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

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

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

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

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.

Village of Downers Grove

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:
AUGUST 22, 2018@10:00 AM
- 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: Susan Quasney" in a sealed envelope marked "SEALED BID for Prince/Forest Drainage Improvements". 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.

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

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- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.
- 2.7 The Bidder must submit his Bid on the form furnished by the Village. 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 "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions

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concerning the Bid.

- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.

- 3.3 No Contract Documents will be issued after the pre-bid conference except to attendees.

4. BID SUBMISSION

- 4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.

- 4.2 A bid deposit will be required, which shall not exceed 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 or name of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.

- 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 or name of the person authorized for submitting Bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.

- 5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

6. BID REJECTION

- 6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for, or irregularities of any kind, shall be rejected as informal or insufficient. Bids otherwise acceptable, which are not accompanied by the proper Proposal Guaranty, shall also be rejected as informal or insufficient. The Village reserves the right however, to reject any or all Bids and to waive such technical error as may be deemed best for the interest of the Village.

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7. BIDDER COMPETENCY

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

8. BIDDER DISQUALIFICATION

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.

8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.

8.1.2 Evidence of collusion among Bidders.

8.1.3 Unbalanced Bids in which the prices for some items are substantially out of proportion to the prices for other items.

8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.

8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.

8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

8.1.8 Failure to submit a signed Bidder's Certificate stating the following:

8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and

8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and

8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract; and

8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

9. BASIS OF AWARD

- 9.1 The Village reserves the exclusive right to accept or reject any and all Bids or to waive sections,

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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.

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 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.
- 12.3 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 as will guarantee faithful performance of the Illinois Prevailing

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Wage Act, 820 ILCS 130/1 et seq.

14. TAX EXEMPTION

- 14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification number will also be provided to the selected Bidder.

15. RESERVED RIGHTS

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

16. CATALOGS AND SHOP DRAWINGS

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

17. TRADE NAMES AND SUBSTITUTIONS

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

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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 Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. 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.

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 INCIDENTAL, 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, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. 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

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race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

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

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28. DRUG FREE WORK PLACE

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

28.1.1 Publishing a statement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

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subcontractor(s) which meet or exceed the requirements of the Act.

30. PREVAILING WAGE ACT

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

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31. PATRIOT ACT COMPLIANCE

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

32. INSURANCE REQUIREMENTS

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

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

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

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

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

33. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

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

34. SUBLETTING OF CONTRACT

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

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

35. TERMINATION OF CONTRACT

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

35.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default

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

36. BILLING AND PAYMENT PROCEDURES

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

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- 38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.
- 39. COPYRIGHT or PATENT INFRINGEMENT**
- 39.1 The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.
- 40. BUY AMERICA**
- 40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.
- 41. CAMPAIGN DISCLOSURE**
- 41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 41.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.
- 42. GUARANTEE PERIOD**
- 42.1 The Contractor shall guarantee all work and provide a maintenance bond for the full amount of the contract, covering a minimum period of one (1) year after approval and acceptance of the Work. The bond shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantee periods are required, they will be noted in the Special Provisions for this project.
- 43. SUCCESSORS AND ASSIGNS**
- 43.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract

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

44. WAIVER OF BREACH OF CONTRACT

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

45. CHANGE ORDERS

- 45.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.
- 45.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

46. SEVERABILITY OF INVALID PROVISIONS

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

47. GOVERNING LAW

- 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.

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50. COOPERATION WITH FOIA COMPLIANCE

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

51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

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

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III. GENERAL PROVISIONS**1. STANDARD SPECIFICATIONS**

- 1.1 The following standards shall govern the construction of the proposed improvements:
- 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition, 2009 (the Water & Sewer Specs.); and
- 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, April 1, 2016; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, April 1, 2016 and January 1, 2017; and
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the Standard Specifications are hereby suspended.

2. COOPERATION OF CONTRACTOR

- 2.1 The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.
- 2.2 The Contractor shall have on the work site at all times, as the Contractor's agent, a competent English-speaking representative capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed. The representative shall also be capable of receiving instruction from the Village, and shall have full authority to promptly respond to such instruction. He shall be capable of supplying such materials, equipment, tools, labor and incidentals as may be required. The Contractor shall not replace him without prior written notification to the Village.

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

- 3.1 Section 107 of the Standard Specifications shall govern the Contractor's legal regulations and responsibility to the public, with the following additions:
- 3.1.1 **PROJECT SAFETY.** Add the following to Article 107.28:
- 3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well being of those engaged in the completion of the work specified in this contract.
- 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions regulations of the Occupation

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Safety and Health Administration and (OSHA) Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.

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

4. PROSECUTION AND PROGRESS

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

- 4.1.1 The Contractor shall schedule his work such that all improvements shall be substantially

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complete by November 16, 2018. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.

Substantial completion shall mean all work including full parkway and alleyway turf restoration and temporary erosion control.

- 4.1.2 The total duration of disturbance for work related to means of public egress through the project site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed ten (10) calendar days. The Contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.
- 4.1.3 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1 or 4.1.2, or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.
- 4.1.5 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.
- 4.1.6 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

5. MEASUREMENT AND PAYMENT

- 5.1 Section 109 of the Standard Specifications shall govern measurement and payment, with the following additions:

- 5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)
- 5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors **MUST** accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way

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imply acceptance of the work to that date.

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IV. SPECIAL PROVISIONS

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

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

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

SP-1 SCOPE OF WORK

The Prince/Forest Drainage Improvement Project shall generally consist of the following:

- Construction of approximately 1,100 linear feet of storm sewer ranging in size from 12" to 21".
- Full reconstruction of approximately 3,000 square yards of hot-mix asphalt roadway.
- All other collateral work such as driveway replacements, curb and gutter replacements and restoration.

SP-2 GENERAL CONSTRUCTION REQUIREMENTS

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

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

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

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SP-3 QUALIFICATIONS OF BIDDER

In addition to those requirements set forth in Section 10.1 above, in order to be considered a responsible bidder, the bidder must have particular expertise in having successfully constructed projects of a similar size and scope, specifically including residential neighborhood street and utility removal and reconstruction. The Bidder must submit the following information for itself and for any major Sub-Contractors (Earthwork, Underground Utilities, Paving):

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

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SP-4 CONSTRUCTION STAKING AND RECORD DRAWINGS

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

The Contractor shall furnish and place all construction layout stakes for this project. Competent personnel with suitable equipment shall conduct this work, supervised by a licensed Illinois Land Surveyor. The Contractor shall be responsible for having the finished work conform substantially to the lines, grades, elevations and dimensions shown on the plans.

The Contractor shall provide adequate control points to construct the individual Project elements, and shall provide the Engineer with adequate control in close proximity to check the compliance of the elements constructed.

The Contractor shall record all field notes in standard survey field notebooks and those books shall become the property of the Village at the completion of the Project. All notes shall be neat, orderly and in an accepted format.

Prior to final payment and within 28 calendar days of substantial completion, as determined in section III.4.1.1, the Contractor shall provide the Village with record drawings showing the elevations of all constructed storm and sanitary sewer manholes, catch basins, inlets, clean-outs, and any other structures defined by the Engineer as part of the project, including all rim elevations, and invert elevations of all pipes. Rim elevation of all curb structures shall be taken at the flowline of the gutter. Significant changes to the design plans shall also be depicted. Red-lined plans or electronically-generated as-built plans are acceptable. Digital copies of as-built drawings must also be provided (TIF files or approved equal), along with two full-sized paper copies. All work related to generating the as-built drawings shall be supervised by a licensed Illinois Land Surveyor.

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

CONSTRUCTION STAKING AND RECORD DRAWINGS

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

SP-5: EROSION AND SEDIMENTATION CONTROL

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

Piles of excavated material are not allowed to be stored onsite. Storm sewer inlet structures or manholes shall be protected by temporary placement of filter baskets, or solid lids, as authorized in the field by the Engineer.

Perimeter erosion and sedimentation control measures as indicated in the Erosion Control Plan,

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or as directed by the Engineer, shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site. All erosion and sedimentation control items must reference and be in accordance with the SWPPP standards and documentation. All contractors will be required to sign a document acknowledging this procedure. Any specific work done by each Contractor must comply with SWPPP regulations. If erosion control items are needed to be replaced or repaired due to construction activities of each Contractor following the installation of initial erosion and sediment control items, these items shall be incidental to each Contractors' overall contract work.

Inlet Protectors- Installation, maintenance, and removal (after final stabilization) of inlet filter baskets as depicted on the plans.

Perimeter Control Barriers- Installation, maintenance, and removal of perimeter control barriers as depicted on the plans and as designated by the Engineer.

Concrete Washout. This shall be **INCIDENTAL** to the project and must follow all SWPPP requirements.

Basis of Payment: This work shall be paid for at the contract unit price per **EACH** for **INLET PROTECTOR** and per **FOOT** for **PERIMETER CONTROL BARRIER INSTALLATION AND REMOVAL**.

SP-6 PRECONSTRUCTION VIDEOTAPING

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

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

PRECONSTRUCTION VIDEOTAPING,

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

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SP-7 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

Description: This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices.

No waiving of these requirements will be allowed without prior written approval of the Engineer.

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

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

The Contractor shall plan his work so that there will be no open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.

In the event that one direction of vehicular travel must be closed, the Contractor has the option of setting up a detour route or using flaggers (minimum of two) to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and lane closures, and shall issue written authorization prior to closure.

In the event that both directions of vehicular travel must be closed, the Contractor shall set up a detour route to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and shall issue written authorization prior to closure.

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

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

No street closure shall be permitted without the express written permission of the Engineer. No street closure may exceed 800 linear feet, nor be in effect from Friday night at 4:30PM to Monday morning at 9:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.

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

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

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

TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS,

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

SP-8 STREET SWEEPING AND DUST CONTROL

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

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

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

STREET SWEEPING AND DUST CONTROL,

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

SP-9 ACCESS AND WATER SHUT-OFF NOTIFICATION

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

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

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

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SP-10 PARKWAY RESTORATION, SALT TOLERANT, SPECIAL

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

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

This work shall consist of the excavation, topsoiling and sodding from a minimum of one and one-half (1-1/2) feet to a maximum of three (3) feet behind or adjacent to all curbs, sidewalks and driveways removed and replaced during the course of construction or as directed by the Engineer. Restoration will also be performed on areas disturbed by storm sewer or culvert construction.

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

All sod shall be salt tolerant meeting the requirements of Art. 1081.03 of the Standard Specifications. All placement of sod shall meet the requirements of Sec. 252 of the Standard Specifications.

Date of Completion: This work shall be completed by November 10, 2017. Date of completion for Parkway Restoration shall be in accordance with Section 108 of the Standard Specifications.

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

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

PARKWAY RESTORATION, SALT TOLERANT, SPECIAL,

which price shall be payment in full for any excavation and grading necessary, the furnishing, transporting and placement of all topsoil and sod and the full watering of sod. Unless otherwise directed by the Engineer restoration of disturbed parkways more than three (3) feet behind the back of curb or more than three (3) feet adjacent to newly constructed driveway or sidewalk or more than six (6) feet either side of the newly placed storm sewer or pipe culvert will not be paid for separately but shall be considered incidental to the contract.

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

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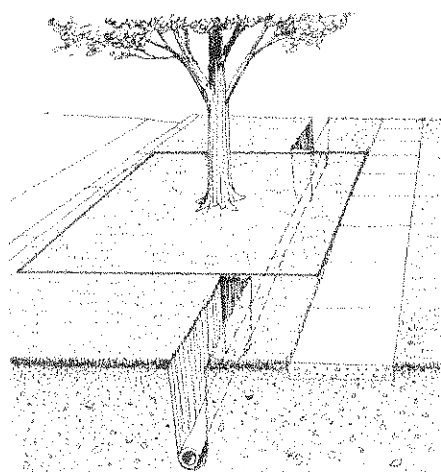
SP-11 TREE PROTECTION

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

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

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

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



For projects that involve excavations of less than one (1) foot in depth in the parkway or street and are replacing structures in the same location, fencing of the public parkway trees shall not be required.

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Example projects include, but are not limited to, street pavement resurfacing, curb removal/replacement, driveway removal/replacement, or sidewalk removal/repairs or new sidewalk installations. Contractors shall be mindful of the CRZ dimensions and potential for fines if any parkway trees suffer any unauthorized damage as determined by the Village Forester.

For projects that involve excavations of two (2) or more feet in depth in the parkway or street or both, fencing of the public parkway trees shall be required. Example projects include, but are not limited to, watermain replacements with new roundway keystops and domestic service box installations, sanitary line replacements and new service connections, new or replacement natural gas services, new or replacement phone or fiber optic lines, or new or replacement storm sewers, or projects that widen roads which in turn decreases the parkway soil volume around public parkway trees.

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

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

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

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

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

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

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

TREE PROTECTION,

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

SP-12 TREE PRUNING

This work shall consist of pruning branches, for aesthetic and structural enhancement, of existing trees as shown on the plans or as directed by the Engineer. All pruning shall be done according to ANSI A300 (Part I) – Pruning standard.

All trees designated to be saved shall be protected during clearing and subsequent construction operations. Overhanging limbs shall be pruned or cut off to provide a minimum vertical clearance of seven (7) feet from the finished surface.

Basis of Payment: Tree pruning will be paid for at the contract unit price per **EACH** tree for:

TREE PRUNING

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

SP-13 TREE ROOT PRUNING

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

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

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

Village of Downers Grove

TREE ROOT PRUNING,

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

SP-14 TEMPORARY BITUMINOUS PATCH

This item shall be used at locations where storm sewer installation is not complete, but the trench must be patched due to weather, high vehicular traffic concentrations, or the direction of the Engineer. In these locations, three (3) inches of 'Asphalt Cold Patch', placed and compacted in one lift, shall be placed on the compacted CA-6 sub-base. This pavement shall be placed against a prepared saw-cut pavement. The surface of the finished patch shall be even with the existing finished pavement. Areas of pavement to be opened after November 15th shall be done so only with the approval of the Engineer. The maximum width paid for this item, shall be the maximum pavement replacement width permitted by the Standard Specifications for Water and Sewer Construction in Illinois, or as otherwise directed by the Engineer.

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

TEMPORARY BITUMINOUS PATCH,

which price shall include all labor, material, and equipment necessary for furnishing, placing, maintaining, removing and disposing of the asphalt patching material surface used in the construction of temporary road surfaces. This item shall also include the maintenance of the temporary pavement.

SP-15 EARTH EXCAVATION, SPECIAL

This work shall consist of the excavation, removal, and disposal of existing materials located on site, unless specifically called out by specific pay item. Removals include earth excavation and pavement removal. This work shall be as specified and in accordance with Sections 202, 20, 205 and 440 of the SSRBC and as specified herein.

Method of Measurement: This work will not be measured for payment. Payment will be based on Contract Quantities. By submission of a bid, Contractor agrees on Contract Quantity.

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

EARTH EXCAVATION, SPECIAL,

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

The removal and disposal of unsuitable materials (undercut) to allow PGE to be installed below the pavement sub-base as necessary and as directed by the Engineer will be paid for separately at the contract unit price per CUBIC YARD of REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.

SP-16 COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT

Description: This work shall consist of the removal and replacement of existing P.C.C. Curb and Gutter of the same type and size at the locations noted on the plans. This work shall be performed in accordance with Section 440 and 606 of the Standard Specifications, except as amended herein.

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

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

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

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

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

Transverse contraction joints shall be constructed at no more than fifteen foot (15') intervals.

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

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

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

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

COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT,

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

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SP-17 TEMPORARY SURFACE OVER TRENCH – (AGGREGATE)

Description: This work shall consist of construction, maintenance, and removal of an aggregate surface course for temporary roads and approaches as specified in Section 107.09 of the SSRBC. The depth of the temporary surface over trench shall equal the depth of the proposed, final asphalt patch (8").

Construction Requirements:

Aggregate surface shall be constructed in accordance with the applicable portions of Section 402 of the SSRBC, except that the equipment required for the work will be as directed by the Engineer. Maintenance shall consist of placing and compacting additional aggregate of the same type and gradation as the surface aggregate.

Materials:

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

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

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

TEMPORARY SURFACE OVER TRENCH – (AGGREGATE)

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

SP-18 HOT-MIX ASPHALT DRIVEWAY REMOVAL & REPLACEMENT, 3"

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

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

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

The locations at which this work will be measured for payment will consist of only those areas bounded by P.C.C gutter or shoulder. Those areas where the surface course of the pavement flares into existing driveways beyond the limits of the fully improved areas will not be included for payment.

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

DRIVEWAY REMOVAL and HMA DRIVEWAY, 3",

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

SP-19 STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED)

Description: This item shall consist of the construction of Storm Sewer. Storm sewer shall be constructed with new Reinforced Concrete Pipe (RCP) per the SSRBC (AASHTO M315), and Ductile Iron Pipe with gasket (DIP), AWWA C -1 Class 52 with SuperCoat interior lining, asphalt exterior coating, and rubber-gasketed joints AWWA C -111 of the diameter shown, or Polyvinyl Chloride (PVC) Pipe SDR 26 with gasketed, bell and spigot, push on type joints conforming to ASTM D3212 of the diameter shown on the Drawings.

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

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

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

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

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

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

1. Removal of all surplus trench excavation from site.
2. Excavation for and placement of bedding material.
3. Support of trenches, including any necessary bracing or shoring.
4. De-watering of trench or excavation.
5. Placement and compaction of backfill by vibratory plate or other approved mechanical device.
6. Coring into existing drainage structures where connections are called for on the plans.
7. Sawcutting of pavement and/or curb and gutter.

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

STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED),

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

SP-20 MANHOLES, CATCH BASINS, AND INLETS (SIZE AND TYPE SPECIFIED)

This work shall consist of the installation of precast concrete drainage structures with a cast-in, clamp-on type flexible boot meeting ASTM C923 requirements, of the size and type shown on the plans or specified by the Engineer. Included in the contract unit price shall be all excavation, removal and disposal of existing storm structures, bedding, supplying and compacting of backfill materials. Backfill materials for new structures shall be CA-6 aggregate mechanically compacted. Unless otherwise specified, all manholes, catch basins, and inlets and shall be their respective Type A design with cast-in-place, clamp-on type, flexible rubber boot(s).

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

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

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

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

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

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

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

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

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

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

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SP-21 DRAINAGE STRUCTURE TO BE REMOVED

Description: This work shall consist of removing and disposing of existing manholes, catch basins and inlets in accordance with Section 605 of the Standard Specifications and as specified herein.

In addition to the requirements of Article 605.03 of the Standard Specifications, the Contractor shall saw cut a square area around the structure to be removed sufficient to remove the structure and construct the replacement structure.

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

DRAINAGE STRUCTURES TO BE REMOVED

The word DRAINAGE STRUCTURE shall be understood to mean manhole, catch basin or inlet as the case may be.

SP-22 BACKFLOW PREVENTOR (SIZE SPECIFIED)

Description: This work shall consist of furnishing, fabricating, transporting, and installing an all rubber, flow backflow preventer with a slip-on or flanged end connection of the size shown on the plans together with all necessary appurtenances.

Materials: Materials shall be in accordance with a Ultraflex Checkmate Tideflex check valve as manufactured by Red Valve Co., Inc., Carnegie, Pa (412) 279-0044.

Construction Requirements: Fabrication and installation shall be in accordance with the manufacturer's specifications. The contractor must send shop drawings showing flow design specifics, dimensions, and material prior to fabrication and installation.

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

BACKFLOW PREVENTOR, 6" and BACKFLOW PREVENTOR, 12"

Unit prices shall include all labor, material, and equipment necessary to complete work.

SP-23 TRENCH BACKFILL

Description: All trenches and excavations beneath pavements and driveways, as shown on plans or as directed by the Engineer in the field, will require Case III SELECTED GRANULAR BACKFILL meeting the gradation of Type A of Sec. 20-5.03 of the Water and Sewer Specs and as specified on

Trench Backfill, CA-6 shall meet the requirements of Section 1004 of the SSRBC, gradation to be "CA-6", except that GR-7 gravel will not be allowed. Select Granular Backfill, CA-6 should be used when under or within 2' of paved areas or structures, and shall extend from 1' above the pipe to at least 9" below the street surface.

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

All backfilling shall be done in accordance with Section 20-4.06 of the Water and Sewer Specs. Specifically, all trenches and excavations other than those shown on the plans or designated by the Engineer to receive SELECTED GRANULAR BACKFILL, CA-6 shall be backfilled by any acceptable method which will not dislodge or damage the pipe, or cause bridging action in the trench. Spoil material may be used as backfill in turf areas. In turf areas, SELECTED GRANULAR BACKFILL, CA-11 shall be used to a height of one (1) foot above the top of the storm sewer pipe, and the balance of the backfill may be approved excavated material.

Payment shall be made only for the placement of SELECTED GRANULAR BACKFILL, CA-11 as Initial Backfill, as defined in the Water and Sewer Specs. Granular bedding and Haunching shall be considered incidental to the contract price.

Payment shall be made only for the placement of SELECTED GRANULAR BACKFILL, CA-6 as Final Backfill. Backfill of approved excavated material shall be considered incidental to the contract price.

Where granular bedding as encasement material is not specified, selected excavation material free from clods or stones shall be used between the bottom of the trench and a point six inches above the top of the pipe.

Selected granular backfill shall be furnished for backfilling to the full width of the trench. It will be measured in cubic yards in place, except that the quantity for which payment will be made shall not exceed the volume of the trench as computed by using the maximum width of trench permitted by the SSRBC. Any selected granular material required in excess of the maximum quantity herein specified shall be furnished by the Contractor at his own expense.

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

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

TRENCH BACKFILL

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

SP-24 CONFLICT MANHOLE (SIZE, TYPE, FRAME)

Description: This work shall consist of constructing a storm sewer manhole together with frames and the conflict manhole detail on the Drawings and as specified herein.

Construction Requirements: Drainage structures shall be precast reinforced concrete in accordance with Article 602.07 of the Standard Specifications. The section of sanitary sewer to pass through the conflict manhole shall be encased in ductile iron or steel casing (coated on both interior and exterior) with

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spacers. The casing for the sanitary sewer running through the conflict manhole shall be installed in two pieces and tack welded back together. The casing pipe shall be wrapped with "Canusa" pipe wrap and the casing ends shall be sealed with brick and mortar. Manholes shall be provided with epoxy-coated cast iron steps on 16" centers from frame to invert.

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

CONFLICT MANHOLE, 5' DIAMETER

Unit prices shall include all sewer pipe, casing pipe as shown on the plans (within and extended outside the conflict manhole), couplings, frame and lids, backfilling, sand cushion, flat slab tops and all labor, material and equipment necessary to complete work.

SP-25 IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

If construction activities will result in removal and disposal of excavation spoils, per Illinois Public Act 96-1416 and the Illinois Environmental Protection Agency, soil sampling and analysis, along with certification from a licensed professional engineer (PE) or licensed professional geologist (PG) that the soil is uncontaminated, will be required prior to clean construction and demolition debris (CCDD) facility acceptance. However, if the subject property has never been used for industrial or commercial purposes, and is not adjacent to Potentially Impacted Properties (PIP's), then the site owner or operator may certify that the soil is uncontaminated by use of IEPA form LPC-662.

To facilitate meeting the above requirements, the Village will supply a signed LPC-663 or LPC-662 form. Neither the LPC-663/662, nor the report shall be considered a guarantee that excavated material shall meet the requirements of Illinois Public Act 96-1416, and the Contractor shall be responsible for satisfactory removal and disposal of all material as specified herein. No additional environmental testing of the existing on-site material may be performed without prior written permission from the Engineer. In the event that Contractor performs any additional testing without the written permission of the Engineer, Contractor will be required to properly and legally dispose of all material from the project site, regardless of its suitability for disposal in a CCDD facility, at his own expense, without any additional payment for testing, hauling and disposal as specified below.

The Village anticipates that one or more of the following CCDD facilities will accept material from this project:

- Reliable Lyons CCDD, 4226 Lawndale Ave, Lyons, IL 60534
- Hanson Material Service, 125 N Independence Blvd Romeoville, IL 60446
- Bluff City Materials, 1245 Gifford Rd, Elgin, IL 60120
- Vulcan Materials, 5500 Joliet Rd, McCook, IL 60525
- Heartland Recycling Aurora CCDD, Mettel Rd, Aurora, IL 60505

Contractor shall consult with these facilities prior to submitting a bid for this project. Contractor shall base his bid on hauling all CCDD generated by this project to these facilities. No additional compensation will be allowed for hauling to any other facilities, for any reason, unless none of the above listed facilities will accept the material. If an alternate facility was approved by the Village prior to bid submittal, and that facility will no longer accept the material, the facilities listed above shall be used by

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the Contractor at no additional cost to the Village, unless none of the above facilities will accept the material. In the case where neither any of the above listed facilities, nor a pre-approved alternate facility, will accept the material, the Village and Contractor shall attempt to locate an alternate facility, unless the material is classified as unsuitable for disposal in a CCDD facility, in which case it shall be hauled to a landfill and paid for as specified below. Should the Contractor wish to haul material to an alternate facility, the name, location and contact information for the proposed facility shall be submitted to the Village for evaluation, a minimum of five (5) calendar days prior to submission of a bid. Any costs associated with additional sampling, analysis, and/or reporting to meet the acceptance requirements of the alternate facility shall be borne by the bidding Contractor and included within the Contractor's bid. By submitting a bid, Contractor agrees that at least one (1) of the above listed facilities, or an alternate facility approved by the Village in writing prior to the submission of the bid, will accept the material and shall be used for disposal of all CCDD from this project, unless otherwise determined to be non-hazardous special waste as specified below. In the event that the Contractor needs to alter the CCDD facility used for placement of excavated material, the Contractor shall notify the Engineer no later than three (3) days in advance of the planned alteration. In no event shall material be hauled to an alternate facility without the written permission of the Engineer.

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

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

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

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dispose of the material and provide the Village with the necessary documentation, but shall not be additionally compensated as specified below.

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

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

ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE

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

SP-26 UNDERCUTTING FOR UTILITIES

Description: This work shall consist of the excavation and disposal of unsuitable material during the construction of proposed utilities and backfilling with compacted CA-7. This work shall only be performed at the locations identified on the plans or designated by the Engineer. The Contractor shall notify the Engineer before commencing the work in order to permit accurate measurements. Any undercut and backfill performed before measurements have been made will not be paid for.

Method of Measurement: This work shall include all excavation required to remove unsuitable material as directed by the Engineer, except those portions paid for as pavement removal and/or combination concrete curb and gutter removal.

Basis of Payment: The excavation, disposal and replacement of unsuitable material from utility trenches will be paid for at the contract unit price per **CUBIC YARD** for:

UNDERCUTTING FOR UTILITIES

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

SP-27 STORM SEWER REMOVAL (SIZE SPECIFIED)

Description. This work shall consist of the removal of storm sewers including laterals. Existing storm sewers shall be removed so that all pipe considered suitable by the Engineer for future use shall be salvaged. The location and manner of storage of salvaged material shall be as directed by the Engineer.

Any of the material having salvage value which has been damaged by the Contractor shall be replaced with new pipe of the same kind and size. Material not suitable for salvage shall be disposed according to Article 202.03 of the SSRBC.

Excavation of trenches shall be performed according to the applicable requirements of Article 550.04 of the SSRBC.

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Backfilling for the removed storm sewer shall be considered incidental to Storm Sewer Removal.

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

STORM SEWER REMOVAL (SIZE SPECIFIED),

of the size specified, which price shall be payment in full for performing this task as specified, including all material, labor and equipment

SP-29 INLET AND PIPE PROTECTION

Description: This work shall be in accordance with Section 280 of the Standard Specifications except as modified herein.

The Inlet Protector shall be a reinforced sediment bag with a frame that is inserted between the existing frame and grate. The Inlet Protector shall have an overflow feature to prevent ponding during heavy storms.

The Engineer has pre-approved the IPP Inlet Filter as manufactured by Inlet & Pipe Protection, Inc., 1635 Tonne Road, Elk Grove Village, IL (847) 722-0690. Other manufacturers may be used with prior approval from the Engineer.

Inlet protectors, as described above, shall be used unless there is an unusual structure or circumstance which prevents the baskets from being properly installed.

Basis of Payment: Cleaning and/or replacement of the Inlet Protector will be at the discretion of the Engineer and shall be measured for payment only once regardless of the number of cleanings and/or replacements. Payment will be made at the contract unit price per **EACH** for:

INLET PROTECTOR CLEANING

which price shall include all costs associated with the maintenance and cleaning of the protection system regardless of the number of cleanings and/or replacements.

SP-30 STORM SEWER [HORIZONTAL DIRECTIONAL DRILLING INSTALLATION]

Qualifications: See special provision SP-3.

Description: All work shall conform to the most up-to-date ASTM Standards for Horizontal Directional Drilling (HDD). This item shall include all work necessary for the installation of storm sewer pipe at the location and depth called out on the plans via horizontal directional drilling methods. Installation of the storm sewer pipe via HDD shall include, but may not be limited to, the following items:

1. Any site and/or soil investigations
2. All equipment, materials, and labor to install the pipe
3. Pumping of drilling pits
4. Transportation and storage of water required for drilling and hydrostatic testing
5. Haul off of spoils generated from the HDD operation

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6. Excavation and backfilling drilling pits with original spoils. Stone backfill in areas within two feet of pavement and sidewalk will be paid for separately as TRENCH BACKFILL
7. Disposal of excess drilling fluid
8. Connecting HDD pipe to proposed upstream and downstream storm structures
9. Any other items not mentioned herein to complete installation of the storm sewer pipe as shown on the plans.

Prior to commencing directional drilling, the Contractor shall submit to the Engineer details of equipment and detailed working drawings describing the proposed method of directional drilling. This shall include arrangement of equipment, location and size of drilling and receiving pits, method of dewatering, method of removing spoils material, size carrier pipe, method of fusing pipe segments, type wire, carrier pipe end seals, support segments, and method of abandonment of pilot hole. A frac-out contingency plan must also be submitted prior to commencing work. Sufficient material shall be submitted to show compliance with the Contract Documents and to show that articles proposed for use in the work are acceptable.

Inspection: The Contractor will at all times provide and maintain instrumentation which will accurately locate the pilot hole and measure drilling fluid flow discharge rate and pressure. The Engineer will have access to these instruments and readings at all times.

Pipe Material: Certa-Flo Greenline PVC pipe with Certa-Lok restrained joint system or High Density Polyethylene (HDPE), or Engineer-approved approved equal, shall be used for HDD pipe installation. Maximum pipe lengths for Certa-Flo Greenline PVC pipe shall be twenty feet (20'). It is the Contractor's responsibility to submit to the Village his/her proposed type, class, and thickness, and dimension ratio of PVC or HDPE pipe material to be used. The Contractor shall submit to the Village all design calculations for determining pipe type, class, and thickness based on soil conditions, longitudinal stress from pulling force, longitudinal curvature stress at point of entry and in final position, external pressure from drilling fluid, overburden, and any other variables affecting installation of the storm sewer pipe at the location and depth shown on the plans. Design calculations shall be presented in a neat, readable format, with all figures, values and units included to facilitate ease of verification. All calculations shall bear the seal of a Registered Professional Engineer in the state of Illinois. Unit prices submitted with the bid shall reflect the Contractor's proposed type, class, and thickness of PVC or HDPE pipe.

Unloading, Handling, and Storing of Pipe: All pipes and special castings shall be unloaded and distributed along the line of work in such a manner and with such care as will effectually avoid the cracking of any pipe.

Dropping pipe or fittings directly from the truck will not be permitted. Slings of rubber or fabric belting shall be used for this purpose.

Stringing of pipe along the line shall be done so as to require a minimum of handling of the pipe. Pipe shall be stored on a flat surface so that the barrel is evenly supported. Pipe shall not be stored in piles higher than 4 feet.

HDPE pipe shall be stored within the Village right-of-way and will be prohibited, even during installation, on private property.

Defective Pipe and Fittings: No pipe or fitting that is known to be defective shall be laid in the work.

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Any piece that is found to be defective after it has been laid shall be removed by the Contractor and replaced by a sound and perfect piece. If the major part of a defective pipe is sound, the good end may be cut off and used. Every such cut shall be square and ground smooth.

Equipment: It is the Contractor's responsibility to ensure the equipment used shall have the capacity, stability, and necessary safety features for HDD at the location called out on the plans.

Drilling Fluids: The Contractor shall submit to the Village the product information, material specifications, handling procedures, special precautions required, and method of mixing and installation of the Bentonite/drilling mud to be used. No drilling fluid shall be utilized that does not comply with all environmental regulations. Disposal of drilling fluids shall be the responsibility of the Contractor and shall be conducted in compliance with all relative environmental regulations, right-of-way and work space agreements. Drilling fluid returns at locations other than the entry and exit points shall be minimized. The Contractor shall immediately clean up any inadvertent returns.

Directional Tolerance: The pilot hole shall be drilled along the path shown on the Plan and Profile drawing to the following tolerances:

1. Elevations – Plus or minus one (1") inch
2. Alignment – Plus or minus six (6") inches

Joining Methods:

- Wherever possible the polyethylene pipe should be joined by the method of thermal butt-fusion, as outlined in ASTM-D2657, Heat Joining Polyolefin Pipe and Fittings.
- Butt-fusion joining of pipe and fittings shall be performed in accordance with the procedures recommended by the manufacturer or in accordance with the PPI TR- 33/2001.
- Electro fusion coupling can be used where appropriate. These couplings must handle the same or a higher pressure rating than the pipe or fitting being joined. Installation must be by a trained person.
- The polyethylene pipe may be adapted to fittings or other systems by means of an assembly consisting of a polyethylene stub-end, butt, electro fusion to the pipe, a back-up flange of ductile iron, made to Class 150, ANSI B16.5 dimensional standards with exceptions, bolts of compatible material with a gasket of suitable red rubber cut to fit the joint. In all cases, the bolts shall be drawn up evenly and in line.
- Mechanical joint (MJ) adaptors can be used for connections to valves or other types of pipe with this type of connections. The MJ adaptors can be attached to HDPE pipe by electro fusion or butt fusion.
- Polyethylene pipes of the same outside diameter but different wall thickness shall be joined by means of a flange assembly as designated above.
- The pipe supplier shall be consulted to obtain machinery and expertise for the joining by butt-fusion or electro fusion of polyethylene pipe and fittings. No pipe or fittings shall be joined by fusion by any contractor unless he is adequately trained and qualified in the techniques involved.

Hydrostatic Tests: Following pipe laying and backfilling, the Contractor shall complete all work necessary to perform hydrostatic testing. If, in the opinion of the Engineer, work has not progressed in a reasonable manner, he shall have the right to direct the Contractor to proceed with the work, or any

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portion thereof, immediately. The Contractor shall perform all necessary preliminary hydrostatic tests and shall make all necessary repairs, including the repair of all visible leaks and cracks, and retest with his own forces to ready the pressure sewers for final hydrostatic inspection and testing which will be witnessed by the Engineer.

Test pressure shall be maintained at two hundred (200 lbs.) pounds per square inch at the point of highest elevation in the test section by pumping water from an approved source into the pipe for a period of at least two (2) hours, and in all cases long enough to permit assurance of a satisfactory test. Allowable leakage shall not exceed 50 gallons per inch diameter of pipe per mile of pipe for 24 hours. Maximum length of main line pipe shall not exceed 2,000 l.f. for any one test. In the event that the leakage exceeds the specified amount, the joints in the line shall be carefully inspected for leaks and repaired where necessary. Any pipes or special castings found to be cracked shall be removed and replaced with new pieces by the Contractor. After this work has been done, the test shall be repeated. Final acceptance of the lines will not be made until satisfactory tests have been passed.

No work shall commence without obtaining approval from the Village. Details and design calculations shall be submitted within seven calendar days of contract approval to prevent delays in work.

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

STORM SEWERS TYPE, 12", PVC [HDD INSTALLATION],

Unit prices shall include all labor, material, and equipment necessary to complete the work, including, but not limited to, all incidental work herein specified.

SP-31 EXPLORATORY TRENCH

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

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

Granular Backfill will not be measured for payment.

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

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

EXPLORATORY TRENCH, SPECIAL

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

SP-32 WOOD FENCE REMOVAL AND REPLACEMENT

Description: This work shall consist of the removal and replacement of fence on private (non-Village Right of Way) property. The contractor shall only remove fence in conflict with means and methods for storm sewer installation. Removal of fence for storage of material or equipment will not be allowed. This pay item shall include all work to completely relocate the fence in conflict and to replace back to its original state, which may include, but may not be limited to, removal and replacement of concrete foundations.

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

FENCE REMOVAL AND REPLACEMENT,

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

SP-33 DECORATIVE BLOCK WALL REMOVAL AND REINSTALLATION

Description. This work shall consist of removing and reinstalling the decorative block wall at the same location as shown on the plans.

Construction Requirements. The CONTRACTOR shall video the existing decorative block wall prior to beginning work. A copy of the video shall be provided to the Village and property owner. Once replacement of the decorative block wall is complete, a video shall be completed and provided to the Village and owner. Also, the owner shall sign off on the work as completed and accepted. Any damaged material or decorative block wall that cannot be salvaged and reset shall be replaced with new, like material at no cost to the homeowner or Village. Any new decorative block must be submitted to the Village. No new decorative block shall be installed prior to approval from the Village.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per **FOOT** for

DECORATIVE BLOCK WALL REMOVAL AND REINSTALLATION

after the sign-off from the Village and property owner.

SP-34 ADJUSTING SANITARY SERVICE LINES

Description. This work shall consist of adjusting (replacing) sanitary service lines required where the proposed storm sewer is in direct conflict with the existing sanitary service line in accordance with Section 563 of the Standard Specifications and as specified herein, with the exception that adjustments (replacements) shall be constructed in addition to the "Sewer and Water Specs" per the Downers Grove Sanitary District's specifications for sewer construction, and that this item will be paid for per **EACH**

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adjustment. Excavation, removal of excavation from site, support of trenches, material (pipe, fittings, etc.), trench backfill, compacting of trench backfill, and all other items required to perform the work will be considered incidental. Pavement and parkway restoration will be paid for separately under pavement removal, sidewalk removal, HMA surface and binder placement, sidewalk placement, and sod restoration.

Materials. All material shall abide by Downers Grove Sanitary District specifications for sewer construction.

Measurement and Payment. The work shall be paid for at the contract unit price per EACH for:

ADJUSTING SANITARY SERVICE LINES

which price shall include all work as described above.

SP-35 PCC DRIVEWAY REMOVAL & REPLACEMENT (DEPTH)

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

This work shall include the placement of ¾" premolded expansion joints where new concrete abuts existing concrete or as directed by the Engineer.

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

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

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

PCC DRIVEWAY REMOVAL & REPLACEMENT (DEPTH),

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

SP-36 PORTLAND CEMENT CONCRETE SIDEWALK REMOVE AND REPLACE or PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, NEW,

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

Removal of existing sidewalk shall include saw cutting and disposal of existing concrete as directed by the

Village of Downers Grove

Engineer, removal of tree roots, bituminous paved sidewalks and/or bituminous overlayment of existing sidewalks.

Excavation for new sidewalk shall be performed with a Gradall. Operating a Gradall on the parkways will not be allowed. All excavation shall be made from the street unless otherwise approved by the Engineer. Excavation work utilizing a skid steer loader shall not be allowed.

Placement of sidewalk shall include the following:

- a) Any necessary excavation, clearing, and proper disposal of excavated materials, removal and disposal of all obstructions such as fences, walls, foundations and buildings;
- b) The placement and compaction of four inches (4") of Subbase Granular material, Type B, CA 6 with the methods and with materials in accordance with Section 311 and of Article 1004.04 of the SSRBC;
- c) The set up of form work such that the maximum running slope of the finished walk does not exceed 5 percent (1:20) or not to exceed the general grade established for the roadway, and the cross slope is not more than 2 percent (1:50).
- c) The placement of five inch (5") thick, Class SI Portland Cement Concrete, 5.65 cwt/cy mix, with 5-8% air entrainment, 2"-4" slump, and six inch (6") thickness through or in residential driveways or where subject to vehicular traffic, to the width specified on the plans or as directed by the Engineer;
- d) The tooling of contraction joints, 3/4-inch radius and 1 inch deep, 5 feet on center;
- f) The placement of 1/2 inch thick premoulded expansion joints at 50 foot intervals on center, or abutting existing concrete sidewalk, or at the end of a pour;
- g) The adjustment to proper grade of all utility structures encountered;
- h) For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.
- i) The replacement of all traffic control devices or parking meters removed;
- j) The proper curing of all concrete work utilizing methods and materials outlined in Articles 424 and 1022.01 of the SSRBC, (Type III membrane curing compound white pigmented);
- k) The complete restoration of abutting asphalt driveways damaged as a result of installation, or where new sidewalk surface is more than 1/2 inch higher or lower than the original grade of the asphalt drive. Restoration shall consist of a minimum of one foot either side of the sidewalk; with a minimum of three inch (3") thick Hot-Mix Asphalt Surface, Mixture D, N50 (IL 9.5) surface course; and restoration of gravel drives with similar HMA restoration.
- l) Installation of ADA compliant ramps for curbed and non-curbed streets.

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

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

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

Village of Downers Grove

P.C.C. SIDEWALK REMOVAL AND REPLACEMENT

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

SP-37 PLUG AND ABANDON STORM SEWER

Description. This work shall consist of plugging and abandoning the existing storm sewer. This shall include brick and mortaring the ends of the existing pipe.

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

PLUG AND ABANDON STORM SEWER,

which price shall be payment in full for all services, materials, labor and other items to complete the work.

Village of Downers Grove

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:

Performance Construction & Engineering, LLC
Company Name

August 22, 2018

Date

217 W. John Street
Street Address of Company

lonnie6272@gmail.com

E-mail Address

Plano, IL 60545
City, State, Zip

Lonnie Avery

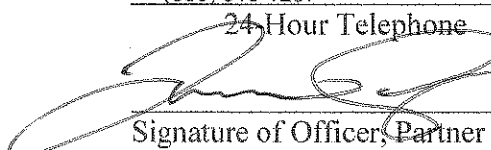
Contact Name (Print)

(630) 273-2693
Business Phone

(630) 918-1237

24 Hour Telephone

(866) 636-1301
Business Fax

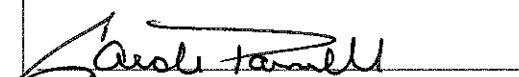


Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Lonnie Avery, President

Print Name & Title


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.

Village of Downers Grove

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:**

Performance Construction & Engineering, LLC

Company Name

August 22, 2018

Date

217 W. John Street

Street Address of Company

lonnie6272@gmail.com

E-mail Address

Plano, IL 60545

City, State, Zip

Lonnie Avery

Contact Name (Print)

(630) 273-2693

Business Phone

(630) 918-1237

24-Hour Telephone

(866) 636-1301

Business Fax

Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Lonnie Avery, President

Print Name & Title

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.

Village of Downers Grove

SCHEDULE OF PRICES:

Pay Item #	Spec. #	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
1	SP-11	TREE PROTECTION	FOOT	1000	50.00	50,000.00
2	SP-12	TREE PRUNING	EACH	10	200.00	2,000.00
3	SP-13	TREE ROOT PRUNING	FOOT	100	200.00	20,000.00
4	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	100	35.00	3,500.00
5	SP-5	PERIMETER CONTROL BARRIER INSTALLATION AND REMOVAL	FOOT	200	5.00	1,000.00
6	SP-23	TRENCH BACKFILL	CU YD	1010	35.00	35,350.00
7	SP-26	UNDERCUTTING FOR UTILITIES	CU YD	50	30.00	1,500.00
8	SP-10	PARKWAY RESTORATION, SALT TOLERANT, SPECIAL	SQ YD	475	20.00	9,500.00
9	SP-17	TEMPORARY SURFACE OVER TRENCH (AGGREGATE)	SQ YD	100	10.00	1,000.00
10	40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	140	110.00	15,400.00
11	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	275	105.00	28,875.00
12	SP-16	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	100	36.50	3,650.00
13	SP-14	TEMPORARY BITUMINOUS PATCH	TON	100	80.00	8,000.00
14	*44201723	CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	980	53.00	51,940.00
15	SP-19	STORM SEWERS, CLASS A, TYPE 1, 12", RCP	FOOT	300	35.00	10,500.00
16	SP-19	STORM SEWERS, CLASS A, TYPE 1, 15", RCP	FOOT	315	55.00	17,325.00
17	SP-19	STORM SEWERS, CLASS B, TYPE 1, 21", RCP	FOOT	660	85.00	56,100.00
18	SP-19	STORM SEWERS, CLASS B, TYPE 1, 8", RCP	FOOT	65	45.00	2,925.00
19	SP-30	STORM SEWERS, 12", PVC [HDD INSTALLATION]	FOOT	300	40.00	12,000.00
20	SP-27	STORM SEWER REMOVAL, 6"	FOOT	6	5.00	30.00
21	SP-27	STORM SEWER REMOVAL, 10"	FOOT	25	5.00	125.00
22	SP-27	STORM SEWER REMOVAL, 12"	FOOT	25	10.00	250.00
23	SP-27	STORM SEWER REMOVAL, 18"	FOOT	10	20.00	200.00
24	SP-34	ADJUSTING SANITARY SERVICE LINES	EACH	8	45.00	360.00
25	56106400	ADJUSTING WATER MAIN	FOOT	35	150.00	5,250.00
26	56300300	ADJUSTING WATER SERVICE LINES	FOOT	175	25.00	4,375.00
27	*X6030310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	8	500.00	4,000.00
28	SP-21	DRAINAGE STRUCTURE TO BE REMOVED	EACH	4	500.00	2,000.00
29	SP-20	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	6	3,500.00	21,000.00
30	SP-20	INLETS, TYPE B, TYPE 1 FRAME, OPEN LID	EACH	5	1,800.00	9,000.00
31	SP-20	INLETS, TYPE B, TYPE 1 FRAME, OPEN LID, HIGH CAPACITY	EACH	3	2,000.00	6,000.00
32	SP-20	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	3,650.00	3,650.00
33	SP-20	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	3,650.00	10,950.00
34	SP-20	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1	EACH	3	4,500.00	13,500.00

Village of Downers Grove

[illegible]

* Indicates special provision

Total Base Bid \$ 512,660.00

Village of Downers Grove

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. ☒ Certification of Qualifications
11. ☒ Vendor request form W-9 completed.
12. ☒ Affidavit (IDOT Form BC-57, or similar).
13. ☒ Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Performance Construction and Engineering, LLC
217 W. John St.
Plano, IL 60545

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306

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

OWNER:

(Name, legal status and address)

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

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

BOND AMOUNT: \$ Five Percent (5%) of the Total Amount Bid

PROJECT:

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

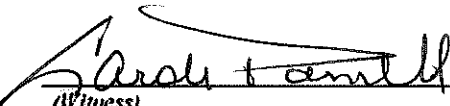
Village Bid No.: SW-080-17J - Prince/Forest Drainage Improvements, Village of Downers Grove, Illinois

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

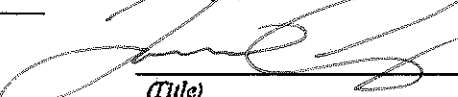
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 20th day of August 2018


(Witness)

Performance Construction and Engineering, LLC
(Principal) (Seal)


(Title) PRESIDENT


(Witness) Stacy Venn

Merchants Bonding Company (Mutual)
(Surety) (Seal)


(Title) Dione R. Young, Attorney-in-Fact

MERCHANTS BONDING COMPANYTM

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Brian M Delmerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; Dana Wiebers; Dione R Young; Jay D Freiermuth; Jody Decker; Kami Brower; Kathleen Brewer; Kevin J Knutson; Michelle R Gruis; Seth D Rooker; Shirley S Bartenhagen; Stacy Venn; Tim McCulloh; Wendy A Casey

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of April, 2018.

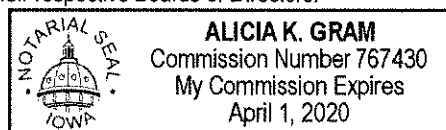


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 23rd day of April, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

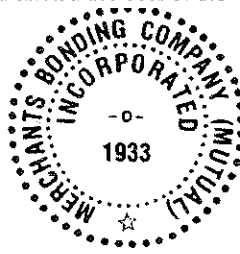


Alicia K. Gram
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of August, 2018.



William Warner Jr.
Secretary

HOLMES
MURPHY

THINKING AHEAD

July 25, 2018

Susan Quasney, Staff Engineer II
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

Re: Performance Construction & Engineering, LLC, Plano, IL
Project: SW-080-17J Prince/Forest Drainage Improvements

Dear Ms. Quasney:

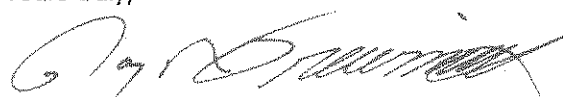
Performance Construction & Engineering, LLC is a highly regarded and valued client of Holmes, Murphy and Associates, LLC. We have had the privilege of providing their bonds for over ten years, and have surety credit established with Merchants Bonding Company of West Des Moines, IA who is rated A (Excellent), FSC VII by the A.M Best Company and are listed in the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

The financial and management capabilities of Performance Construction & Engineering, LLC have allowed them to bond any project they have chosen to undertake. Performance Construction & Engineering, LLC has an excellent reputation in the construction industry.

Regarding the referenced project, we see no problem providing Performance Construction & Engineering, LLC with a Performance as required by contract. This is, of course, subject to our review of the contract and normal underwriting requirements at the time the bond is requested.

If you need any further information concerning this fine contractor, please do not hesitate to contact me.

Yours truly,



Jay D. Freiermuth, AFSB
Sr. Vice President, Surety/Shareholder

/dry

Village of Downers Grove

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to Prince/Forest Drainage Improvements, Bidder Performance Construction & Engineering, LLC
(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

BIDDER'S CERTIFICATION (page 2 of 3)

BY: Lonnie Avery,

Bidder's Authorized Agent

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FEDERAL TAXPAYER IDENTIFICATION NUMBER

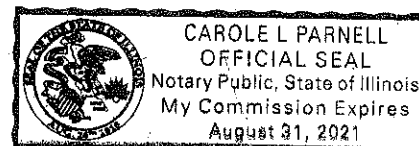
or

Social Security Number

Subscribed and sworn to before me

this 22nd day of August, 2018.

Carole L. Parnell
Notary Public



(Fill Out Applicable Paragraph Below)

(a) Corporation

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

President: Lonnie Avery

Secretary: _____

Treasurer: K. Paul Corbin

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.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

Village of Downers Grove

BIDDER'S CERTIFICATION (page 3 of 3)

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

(c) 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 13 days of the award of the contract? Yes

INSURER'S NAME: United Fire & Casualty

AGENT: _____

Street Address: P.O. Box 73909

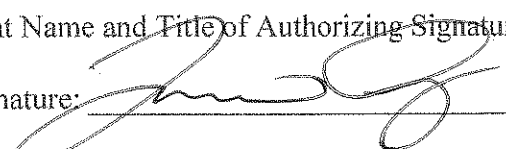
City, State, Zip Code: Cedar Rapids, IA 52407-3909

Telephone Number: 800-655-7942

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: Performance Construction & Engineering, LLC

Print Name and Title of Authorizing Signature: Lonnie Avery, President

Signature:  _____

Date: August 22, 2018

Village of Downers Grove

MUNICIPAL REFERENCE LIST

Municipality: SEE ATTACHED REFERENCES

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

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Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Job References

Offeror's Name: Performance Construction and Engineering, LLC

1. City of Aurora
44 E. Downer Place
Aurora IL.
(630)256-3200
Contact: Jason Bauer
Project Date: August, 2015
Project Name: Redwood Dr. Water Main
Project Cost: \$440,000
2. Baxter and Woodman
1788 Sycamore Road
Dekalb, IL. 60115
(815)459-1260
Contact: James Sparber
Project Date: October 2015 - April 2016
Project Name: Hillcrest Sanitary Sewer
Project Cost: \$1.3 million
3. McClure Engineering
2728 Grand Ave
Waukegan IL. 60085
(847)336-7100
Contact: Harland Doland
Project Date: June 2016 – August 2016
Project Name: Arlington Heights, 2016 Water Main Improvements
Project Cost: \$1,000,000
4. City of Plano
(630)552-2000
Contact: John McGinnis
Project Date: August 2016 – September 2016
Project Name: 2016 Sanitary Sewer Improvements
Project Cost: \$150,000
5. Engineering Enterprises
52 Wheeler Rd
Sugar Grove IL. 60554
(630)466-6700
Contact: Dave Burroughs
Project Date: October-November 2016
Project Name: City of Elburn 2016 Water Main Improvements
Project Cost: \$170,000
6. Village of Bollingbrook
375 W. Briarcliff Rd.
Bollingbrook, IL. 60440
(630)226-8851
Contact: Tom Pawlowicz, Village Engineers
Project Date: October-Current
Project Name: Fire Station #3 Improvements 2016
Project Cost: \$240,000
7. Engineering Solution Team
4925 Forest Ave
Downers Grove, IL. 60515
(630)796-2064
Contact: Ed Kalina, P.E
Project Date: October-November
8. Rempe-Sharpe Consulting Engineers
324 W. State St.
Geneva, IL. 60134
(630)232-0827
Contact: Dan Watson, P.E Principal
Project Date: January - March 2017
Project Name: Village of Winfield, 2016 Water and Sewer
Project Cost: \$308,000
9. Village of Elburn
301 th St.
Elburn, IL. 60119
Contact: Dave Burroughs
(630)466-6700
Project Date: March – April 2017
Project Name: NW Storm Sewer Improvements
Project Cost: \$225,000
10. Village of Hoffman Estates
1900 Hassell Rd
Hoffman Estates, IL. 60169
(815)482-9261
Contact: Eric Muraskas
Project Name: Sanitary Manhole Replacement
Project Cost: \$315,000
11. Village of Glendale Heights
300 Civic Center Plaza
Glendale Heights, IL. 60139
Contact: Jeff McCumber, Utilities Division Manager
(630) 909-5150
Project Date: March 2017 – April 2017
Project Name: Sewer Lining and Repair in Glendale Heights
Project Cost: \$225,000
12. Village of Arlington Heights
33 S. Arlington Heights Rd. 60005
Contact: Jeff Musinski, Superintendent of Utilities
(847)368-5806
Project Date: May 2017 - Current
Project Name: 2017 Water System Improvement
Project Cost: \$1.45million
13. Fox Metro Water Reclamation
230 Woodlawn Ave, Aurora IL. 60506
Contact: Ryan Cramer (630)897-8380
Project Date: August 2017
Project Name: Moecherville Sanitary Sewer Repairs
Project Cost: \$333,000
14. US Army Corp. of Engineers
88th RSC Col. P. Schulstad Reserve Center
1515 W. Central Road
Arlington Heights, IL 60005
Contact: Mark Simpson, RB Construction Company
Project Date: September 13, 2017
Project Name: USACE Arlington Heights IL Water Line Replacement Project
Project Cost: \$462,000.00

Village of Downers Grove

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) SCHOLLMAYER LANDSCAPING Type of Work SOD/LANDSCAPING

Addr: 6 S 578 DAUBERMAN RD. City BIG ROCK State IL Zip 60511

2) GENEVA CONSTRUCTION Type of Work BITUMINOUS PAVING/CONCRETE

Addr: 1350 AURORA AVE City AURORA State IL Zip 60505

3) STEVE PIPER + SONS, INC. Type of Work TREE REMOVAL/TRIMMING

Addr: 31 W 320 RANM DRIVE City NAPERVILLE State IL Zip 60564

4) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

Village of Downers Grove

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: Lonnie Avery

Construction Supervisor: Dale Goldsboro

Team Member: Joel Goldsboro

Team Member: David Moyer

Team Member: Ramon Cervantes

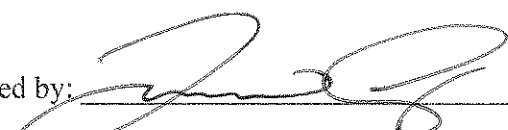
Team Member: Michael Miller

Team Member: Paul Petry

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:  (Corporate Seal)

Title: President

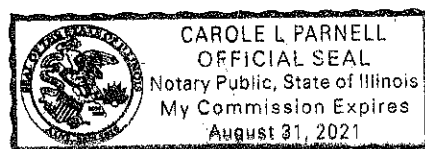
Name & Address: Performance Construction & Engineering, LLC

of Contractor 217 W. John Street, Plano, IL 60545

or Vendor _____

Subscribed and sworn to before
me this 22nd day of August, 2018


Notary Public



Village of Downers Grove



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: Performance Construction & Engineering, LLC
 ADDRESS: 217 W. John Street
 CITY: Plano
 STATE: Illinois
 ZIP: 60545
 PHONE: (630) 273-2693 FAX: (866) 636-1301
 TAX ID #(TIN): 47-3784921

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
 ADDRESS: _____
 CITY: _____
 STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

Individual Limited Liability Company -Individual/Sole Proprietor
 Sole Proprietor Limited Liability Company-Partnership
 Partnership Limited Liability Company-Corporation
 Medical Corporation
 Charitable/Nonprofit Government Agency

SIGNATURE: [Signature] DATE: 08/22/2018



Illinois Department of Transportation

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

Affidavit of Availability For the Letting of _____

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						
Contract With	City of Batavia	McHenry Co.				
Estimated Completion Date	Sept. 30, 2018	Aug. 31, 2018				
Total Contract Price	1,378,000.00	668,866.00				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	857,728.00	32,000.00				\$889,728.00
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						\$889,728.00

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	320,000.00					\$320,000.00
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage	407,728.00					\$407,728.00
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals	\$727,728.00					\$727,728.00

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

Part III. Work Subcontracted to Others.

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

	1	2	3	4	Awards Pending
Subcontractor	Schollmeyer Landscaping	Schollmeyer Landscaping			
Type of Work	Landscaping	Landscaping			
Subcontract Price	10,000.00	24,000.00			
Amount Uncompleted	10,000.00				
Subcontractor	TAT Ent.				
Type of Work	Asphalt, Paving				
Subcontract Price	120,000.00				
Amount Uncompleted	120,000.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$130,000.00				

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

Subscribed and sworn to before me

this 22nd day of August, 2018

Type or Print Name Lonnie Avery, President

Officer or Director

Title


Notary Public

My commission expires 08/31/2021

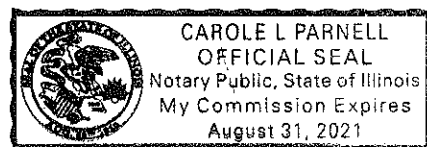
Signed



Company Performance Construction & Engineering, LLC

Address 217 W. John Street, Plano, IL 60545

(Notary Seal)



Village of Downers Grove

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.)

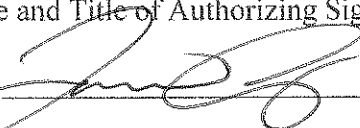
Name of Bidder: Performance Construction & Engineering, LLC

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

SEE ATTACHED UNION TRAINING CERTIFICATES

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: Lonnie Avery, President

Signature:  _____

Date: August 22, 2018

LiUNA!
Chicagoland
LABORERS'
District Council Training & Apprenticeship Fund

GCC/IBT 42-L

chicagolaborers.org

4 April 2018

Executive Director

Thomas Nordeen

Labor Trustees

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

Management Trustees

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

Mr. Lonnie Avery
722 E. South St. Unit B
Plano, IL 60545

Dear Mr. Avery

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

You may also use this letter as verification that Performance Construction and Engineering, LLC is indeed signatory to the Fox Valley Laborers' Health & Welfare Fund and contributes to the Laborers' Apprenticeship Fund.

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

Yours very truly,



Miranda Maddie
Office Manager

Carol Stream Location

1200 Old Gary Avenue
Carol Stream IL 60188
(630) 653-0006

Chicago Location

5700 West Homer Street
Chicago IL 60639
(773) 413-3315



INTERNATIONAL UNION OF OPERATING ENGINEERS

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

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

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

January 16, 2017

Performance Construction & Engineering. Otherwise known as P.C.E

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

At the request of P.C.E, 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, IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, P.C.E. 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 2 dispatch office

Virginia Turvey

VT

Enclosures: Certificates

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

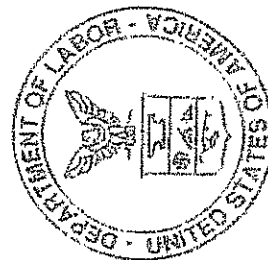
Heavy Equipment Technician Operating Engineers Local #150
Plainfield, Illinois

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



May 5, 2002

Date

IL012020003

Registration No.

Loi. Chao
Secretary of Labor

Anthony Swager
Administrator, Apprenticeship Training, Employer and Labor Services

United States Department of Labor

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

Certificate of Registration

Operating Engineers Local #150

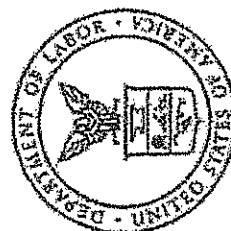
Plainfield, Illinois

For the Trade of Operating Engineer

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.

Loi. Chao

Secretary of Labor

Quinn Tamm

Administrator, Apprenticeship Training, Employer and Labor Services

United States Department of Labor

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

Certificate of Registration

Chicagoand Laborers' J.A.T.C.

Carol Stream, Illinois

For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

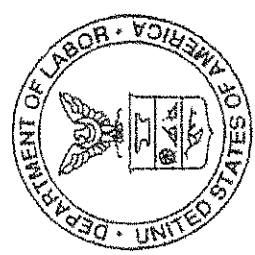
established by the Secretary of Labor

April 12, 1999

Date REVISED August 13, 2004

11017990001

Registration No.



L. L. Chao
Secretary of Labor

Anthony Savage
Administrator, Apprenticeship Training, Employer and Labor Services

Village of Downers Grove

BUY AMERICA CERTIFICATION

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

Instructions:

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

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

Certificate of Compliance

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

Signature _____

Company Name Performance Construction & Engineering, LLCTitle PresidentDate August 22, 2018***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

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.

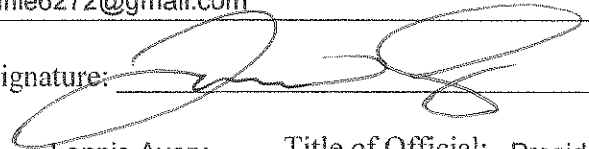
Company Name: Performance Construction & Engineering, LLC

Address: 217 W. John Street

City: Plano Zip Code: 60545

Telephone: (630) 273-2693 Fax Number: (866) 636-1301

E-mail Address: lonnie6272@gmail.com

Authorized Company Signature: 

Print Signature Name: Lonnie Avery Title of Official: President

Date: August 22, 2018

Village of Downers Grove

CAMPAIGN DISCLOSURE CERTIFICATE

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

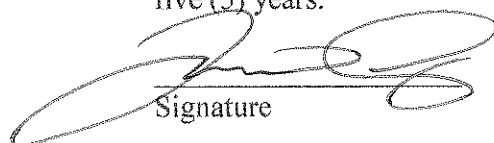
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

Lonnie Avery
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