

VILLAGE OF DOWNERS GROVE
Report for the Village
8/17/2021

SUBJECT:	SUBMITTED BY:
Award of Contract - Norfolk Sidewalk Installation (S-012)	Andy Sikich Public Works Director

SYNOPSIS

A motion is requested to award a contract for 2021 Norfolk St. Sidewalk Installation to A Lamp Concrete Contractors, Inc. of Schaumburg, Illinois in the amount of \$197,759.00.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY21 budget includes \$200,000 in the Capital Improvements Fund for School District 58 Sidewalk Improvements.

RECOMMENDATION

UPDATE & RECOMMENDATION

This item was discussed at the August 10, 2021 Village Council meeting. Staff recommends approval on the August 17, 2021 Consent Agenda.

BACKGROUND

On June 8, 2021, Council directed staff to proceed with final design of a sidewalk on the south side of Norfolk, from Saratoga to Main, in the standard location, which generally places the sidewalk 1' inside the right-of-way line. This option preserves the majority of the existing drainage system and does not require easements. The project as bid includes transplanting or removing/replacing a total of 16 trees. See the table below for additional information. During construction, staff will work with the contractor to examine each specific tree location in relation to the exact proposed location of the sidewalk. Existing tree root zones will be exposed and inspected. Should staff identify any opportunities to leave a tree in place, through minor changes to grade or horizontal alignment of the sidewalk, with an anticipated high likelihood of success, it is possible that some of these trees may be saved.

Staff anticipates that 12 of the 16 new tree locations will be within the right-of-way adjacent to the new sidewalk, near their original locations. Four of the trees, however, will need to be planted in other locations within the public right-of-way, around the neighborhood or general vicinity.

Tree Size	Location	Anticipated Outcome	Likely Location of New/Relocated Tree
Saratoga to Carpenter			
4"	1141 Norfolk	Transplant	Alternate location in neighborhood
3"	1133 Norfolk	Transplant	Alternate location in neighborhood
38"	1127 Norfolk	Remove/Replace	Alternate location in neighborhood
40"	1125 Norfolk	Remove/Replace	Near existing location
38"	1123 Norfolk	Remove/Replace	Near existing location
15"	1121 Norfolk	Remove/Replace	Near existing location
Carpenter to Main			
5"	1045 Norfolk	Transplant	Near existing location
36"	1045 Norfolk	Remove/Replace	Near existing location
34"	1031 Norfolk	Remove/Replace	Near existing location
40"	1031 Norfolk	Remove/Replace	Near existing location
12"	1023 Norfolk	Remove/Replace	Near existing location
2"	1019 Norfolk	Transplant	Near existing location
3"	1019 Norfolk	Transplant	Near existing location
4"	1015 Norfolk	Transplant	Near existing location
2"	1009 Norfolk	Transplant	Near existing location
30"	6440 Main	Remove/Replace	Alternate location in neighborhood

On September 15, 2020, the Village Council considered a resident request/petition for a sidewalk on the south side of Norfolk St. from Saratoga Avenue to Carpenter Street. Council approved a plan for the construction of sidewalks on certain streets near District 58 schools. The plan includes five sidewalk segments near four different school campuses. These segments will be considered as stand-alone projects over the next four years (2021-2024) and further evaluated for specific neighborhood trade-offs, such as tree removal, retaining walls, and drainage improvements. Each of these sidewalk segments are being proposed on streets where a sidewalk has been previously constructed on the opposite side of the street. As a result, in most cases there are significant neighborhood trade-offs to be considered at each location.

The first segment to be considered under this plan is in the Kingsley School neighborhood, along the south side of Norfolk Street. The original petition requested a new sidewalk from Saratoga Avenue to Carpenter Street, however staff recommends that this sidewalk be considered from Saratoga Avenue to Main Street.

On April 13, 2021, Council approved a contract with V3 Companies for design services for this project. V3 subsequently prepared four alternative designs, along with the anticipated trade-offs and conceptual costs for each. On May 13, 2021, a neighborhood meeting was held where these four alternatives were presented to the

residents who would be impacted by the construction of the proposed sidewalk. On June 1, 2021, Staff presented Council with four design alternatives.

A Call for Bids was issued and published in accordance with the Village's Purchasing Policy. Five bids were received by the due date of August 3, 2021. A synopsis of the bids is as follows:

Contractor	Base Bid
A Lamp Concrete Contractors, Inc.	\$197,759.00
Alliance Contractors, Inc.	\$213,079.95
Landmark Contractors, Inc.	\$255,389.55
Martam Construction, Inc.	\$260,481.00
Schroeder & Schroeder, Inc.	\$270,149.00

Staff recommends award of the 2021 Norfolk St Sidewalk Installation contract to A Lamp Concrete Contractors, Inc., who have satisfactorily completed multiple capital improvement projects including the Village's 2019 Indianapolis Cross Drendel Drainage Road Sidewalk Improvement project.

ATTACHMENTS

Contract

Contractor Evaluation

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CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: A Lamp Concrete Contractors, Inc.
- II. Instructions and Specifications:
- A. Bid No.: S-012-21
 - B. For: 2021 Norfolk St Sidewalk Installation
 - C. Bid Opening Date/Time: Tuesday, August 3, 2021 @ 9:00AM
 - D. Pre-Bid Conference Date/Time: Tuesday, July 27, 2021 @ 9:00AM (Optional)
 - E. Pre-Bid Conference Location: Public Works Building, 5101 Walnut Ave., Downers Grove, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: Tuesday, July 20, 2021

This document comprises 68 pages.

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

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

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CALL FOR BIDS – FIXED WORKS PROJECT

Bid No.: S-012-21

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

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

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

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

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

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

DO NOT BIND ANY PORTION OF THE BID WITH STAPLES.

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

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

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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 Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.
- 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.
- 3. PRE-BID CONFERENCE**
- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Mandatory" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions

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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 a mandatory pre-bid conference except to attendees.

4. BID SUBMISSION

4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village. Do not bind any portion of the bid with staples.

4.2 A bid deposit will be required, which shall not exceed ten percent (10%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his Bid and according to the plans and specifications in case the contract shall be awarded to him.

4.3 Bids shall be publicly opened at the hour and place indicated above.

5. BID MODIFICATION OR WITHDRAWAL

5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.

5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the bid opening, by a letter bearing the signature of the person authorized for submitting Bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.

6. BID REJECTION

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

7. BIDDER COMPETENCY

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

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8. BIDDER DISQUALIFICATION

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

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

8.1.2 Evidence of collusion among Bidders.

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

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

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

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

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

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

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

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

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

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

9. BASIS OF AWARD

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

10. AWARD OF CONTRACT

10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered (the credentials, financial information, bonding

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

13. SECURITY FOR PERFORMANCE

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

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include a provision that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

14. TAX EXEMPTION

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

15. RESERVED RIGHTS

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

16. CATALOGS AND SHOP DRAWINGS

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

17. TRADE NAMES AND SUBSTITUTIONS

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

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

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

19. USE OF VILLAGE'S NAME

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

20. HOURS OF WORK

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

21. PERMITS AND LICENSES

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

22. INSPECTION

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

23. DELIVERIES

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

24. SPECIAL HANDLING

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

25. NONDISCRIMINATION

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- 25.1 Contractor shall, as a party to a public contract:
- 25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - 25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.
- 25.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et seq., and The Americans with Disabilities Act, 42 U.S.C. Secs. 12101 et seq.
- 26. SEXUAL HARASSMENT POLICY**
- 26.1 The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:
- 26.1.1 Notes the illegality of sexual harassment;
 - 26.1.2 Sets forth the State law definition of sexual harassment;
 - 26.1.3 Describes sexual harassment utilizing examples;
 - 26.1.4 Describes the Contractor's internal complaint process including penalties;
 - 26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
 - 26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.
- 27. EQUAL EMPLOYMENT OPPORTUNITY**
- 27.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

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

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28. DRUG FREE WORK PLACE

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

28.1.1 Publishing a statement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

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its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

30. PREVAILING WAGE ACT

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

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30.6 Any bond furnished as security for performance shall include a provision that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

31. PATRIOT ACT COMPLIANCE

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

32. INSURANCE REQUIREMENTS

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

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

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Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

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

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

36. BILLING AND PAYMENT PROCEDURES

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

37. COMPLIANCE WITH OSHA STANDARDS

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

38. CERCLA INDEMNIFICATION

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

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threatened release of the waste material collected by the Contractor, both before and after its disposal.

- 38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.

39. COPYRIGHT or PATENT INFRINGEMENT

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

40. BUY AMERICA

- 40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

41. CAMPAIGN DISCLOSURE

- 41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 41.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

42. GUARANTEE PERIOD

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

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43. SUCCESSORS AND ASSIGNS

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

44. WAIVER OF BREACH OF CONTRACT

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

45. CHANGE ORDERS

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

46. SEVERABILITY OF INVALID PROVISIONS

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

47. GOVERNING LAW AND VENUE

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

48. NOTICE

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

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

And to the Contractor as designated on the Contract Form.

49. AMENDMENT

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

50. COOPERATION WITH FOIA COMPLIANCE

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

51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

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

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

- 1.1 The following standards shall govern the construction of the proposed improvements:
 - 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Seventh Edition, 2014 (the Water & Sewer Specs.); and
 - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2016; along with Supplemental Specifications and Recurring Special Provisions as adopted by the Illinois Department of Transportation, January 1, 2020 (collectively the “SSRBC”); and
 - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised January 2017.
 - 1.1.4 Standard Detail Drawings, Village of Downers Grove, Illinois revised January, 2019.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby ineffective and not a part of this Contract.

2. COOPERATION OF CONTRACTOR

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

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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the completion of the Work specified in this Contract.

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

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4. PROSECUTION AND PROGRESS

- 4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:
- 4.1.1 The Contractor shall schedule his work such that all improvements shall be complete by **Friday, October 8, 2021**. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.
- 4.1.2 The total duration of disturbance for work related to means of public egress through the project site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed ten (10) calendar days. The Contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.
- 4.1.3 The Contractor shall also make special note of the following work schedule requirements:
- 4.1.3.1 After construction staking of the proposed sidewalk in its entirety has been performed by the Contractor, the Engineer shall direct the Contractor to expose the root zones of select trees within the footprint of the proposed sidewalk. This work shall be done in a way as to not disturb the tree roots. Tree removal and excavation to the proposed sidewalk sub-grade SHALL NOT take place prior to exposing tree root zones. The area of excavation to expose tree root zones as specified herein is approximately 2000 square feet. This work shall be considered part of the pay item EARTH EXCAVATION, SPECIAL.
- 4.1.4 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1, 4.1.2, 4.1.3, or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC. In addition, the Contractor shall be liable for additional costs incurred by the Village due to the delay for construction engineering services, which shall be deducted from the value of work completed.
- 4.1.5 Upon substantial completion of the project, the Engineer will deliver to the Contractor a punch list as well as a due date for completion of the punch list. If the Contractor fails to complete the punch list by the stated punch list completion date, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.
- 4.1.5 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.
- 4.1.6 Weekly progress meetings may be required by the Village. If required, the Contractor shall

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

5. MEASUREMENT AND PAYMENT

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

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

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

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

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

6. SCOPE OF WORK

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

6.1.1 Modify Article 104.02 as follows:

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

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

If the alterations or changes in quantities significantly change the character of the work under

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

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

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

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

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

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

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

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

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

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

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IV. SPECIAL PROVISIONS

The following Special Provisions shall modify, supercede, 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 superceded* 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 superceded, and not in addition to the portion changed.

SP-1 SCOPE OF WORK

The 2021 Norfolk St Sidewalk Installation project shall generally consist of the following:

- Construction of approximately 6,500 square feet of sidewalk.
- Modifications to the existing storm sewer and installation of storm sewer structures and pipes.
- All other collateral work such as driveway replacements, tree removal and/or protection, and erosion and sediment control measures.

All work must comply with the latest requirements of the Americans with Disabilities Act (ADA), Public Right-of-Way Accessibility Guidelines (PROWAG), the Illinois Accessibility Code (IAC) and Manual on Uniform Traffic Control Devices (MUTCD).

SP-2 GENERAL CONSTRUCTION REQUIREMENTS

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

No more than three hundred linear feet (300 LF) of pavement may be open-cut and closed to use by the motoring public. Access to **all** individual drives within the current work zone must be restored at the end of each workday except when access is subject to placement of and curing of concrete pavement, sidewalk and/or curb and gutter. In such case, the Contractor shall provide the Engineer a daily schedule of construction activities impacting access.

The Contractor shall maintain traffic flow on ALL STREETS during the day in accordance with the applicable special provision, unless stated otherwise by a Village-approved traffic control plan. Adequate signing and flagging is of particular importance for safe travel of all residents.

Protection of Work

The Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The

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Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Cleaning Up

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

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

SP-3 QUALIFICATIONS OF BIDDER

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

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

SP-4 STATUS OF UTILITIES

Effective: July 20, 2021

Revised: N/A

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information regarding their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some

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action on the part of the Contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

Utilities to be adjusted

Conflicts noted below have been identified. The owner of the utility has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The owner of the utility must relocate, or complete new installations as noted below; this work has been deemed necessary for the Village’s Contractor to complete the improvements.

Location	Type	Description	Owner	Duration of Time	Responsible Agency for Resolution

Utilities to be watched and protected

The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some cases, the Contractor will be responsible to notify the utility owner in advance of the work to take place so necessary staffing on the utility owner’s part can be secured.

Location	Type	Description	Owner

The following contact information is what was used during the preparation of the plans as provided by the owner of the utility.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address

The above represents the best information available to the Village and is included for the convenience of the Contractor. The Contractor is responsible for contacting J.U.L.I.E. prior to all excavation work. The Contractor is also responsible for investigating/verifying any and all potential conflicts with existing utilities per special provision for EXPLORATORY TRENCH, SPECIAL.

SP-5 EXPLORATORY TRENCH, SPECIAL

Description. This item shall consist of excavating an area for the purpose of locating existing utilities within the construction limits of the proposed improvements. The Contractor shall perform exploratory trenching for all existing utilities potentially in conflict with the proposed improvements. The Contractor shall proactively

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perform exploratory trenching in a timely fashion to help mitigate delays, if any, caused by conflicts with existing utilities. The Contractor shall also perform exploratory trenching as directed by the Engineer. It shall be the responsibility of the Contractor to immediately inform the Engineer of any conflicts with existing utilities in conflict with the proposed improvements. 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 within 2' of a paved area (existing or proposed), the excavation shall be backfilled with Trench 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.

Exploratory trenching will be measured in its original position and the volume calculated in cubic yards based upon the dimensions of the excavation. Trench Backfill will not be measured for payment and shall be included in the unit price of EXPLORATORY TRENCH, SPECIAL.

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-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 Village in DVD format. Videotaping shall be performed by a reputable company meeting the approval of the Village, in the presence of a representative of the Village, and shall be performed prior to the commencement of construction. The videotape survey shall serve as a basis for establishing damage that has occurred as a result of construction operations.

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

PRECONSTRUCTION VIDEOTAPING,

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

SP-7 CONSTRUCTION STAKING

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.

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

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

CONSTRUCTION STAKING,

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

SP-8 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

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

Below are traffic control parameters:

- The Contractor shall provide traffic control devices conforming with the specifications identified herein for the establishment of a detour route for all eastbound and westbound Norfolk St traffic to Carol St, which shall include signage for northbound and southbound traffic on Main St.

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

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

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

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

In the event that both directions of vehicular travel must be closed, the Contractor shall set up a detour route to

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direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and shall issue written authorization prior to closure. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.

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

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

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

In the event public sidewalk must be closed, the Contractor shall provide SIDEWALK CLOSED AHEAD signs adjacent to the closure and at the nearest intersections to the closure. If the closure occurs an intersection, the Contractor shall provide SIDEWALK CLOSED USE OTHE SIDE signs at the corner(s) opposite the closed sidewalk.

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

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

DEFICIENCY CHARGE:

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

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

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

TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

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

SP-9 STREET SWEEPING AND DUST CONTROL

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

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

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

STREET SWEEPING AND DUST CONTROL,

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

SP-10 IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

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

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

The Contractor shall employ a licensed testing firm, as approved by Engineer, to screen each truck-load of material on-site, using a PID or FID field screen or other acceptable method. The PID shall be calibrated on a daily basis. The Contractor shall enter all truck-loads leaving the site into an on-site screening log including, but not limited to, project name, date, time, weather conditions, name of screener, hauling company, truck number, screening method, background PID reading, calibrated PID reading, truck/bucket PID reading, and description of materials screened. Each day prior to the first truck leaving the site, Engineer and Contractor's

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testing consultant shall agree on the allowable PID reading in accordance with the receiving CCDD facility procedures (typically 0.0 or daily background levels). The receiving CCDD facility may be consulted daily, or periodically, as needed to verify that the appropriate value is being used. If said screen indicates levels that will be unacceptable for disposal at the CCDD facility, the material shall be quarantined on-site for further evaluation. If material is rejected at the CCDD facility, it shall be returned to the project site and quarantined for further evaluation. No additional compensation shall be allowed for returning a rejected load back to the project site, or any other additional hauling, loading, unloading, etc, as may be required. Should it be determined by the Village or Village's agent that the material is not suitable for disposal in a CCDD facility, the Contractor shall be responsible for properly disposing of the material at an acceptable landfill, and providing the Village with all of the proper paperwork to document the material disposal with the IEPA. This work shall be paid for as specified below. If a truck-load is rejected by a CCDD facility after leaving the project site, and said truck-load is not identified in the on-site screening log, the Contractor shall still be required to properly dispose of the material and provide the Village with the necessary documentation, but shall not be additionally compensated as specified below.

All additional work to satisfy these requirements shall be the responsibility of the Contractor. All costs 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 EXCAVATION, SPECIAL 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-11 AGGREGATE FOR TEMPORARY ACCESS

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

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

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

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

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

This work will be paid for at the contract unit price per TON for

AGGREGATE FOR TEMPORARY ACCESS,

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

SP-12 SOD RESTORATION

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

This work shall consist of the excavation, topsoiling and sodding as directed by the Engineer. The Contractor shall minimize the disturbance of turf as much as possible.

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

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

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

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

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SOD RESTORATION

and/or

GROWTH-INHIBITING EROSION CONTROL BLANKET,

which price shall be payment in full for any excavation and grading necessary, the furnishing, transporting and placement of all topsoil and sod, and the full watering of sod. The installation of temporary growth-inhibiting erosion control blanket shall be paid for at the contract unit price per Square Yard for GROWTH-INHIBITING EROSION CONTROL BLANKET.

SP-13 DETECTABLE WARNINGS

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

Detectable Warnings shall be brick red, cast-in-place composite panels with inline dome pattern. Panels shall be installed full width of the walk (2" max concrete border allowed) in accordance with the latest PROWAG guidelines and at the direction of the Public Works Director (or his/her designee).

Detectable Warnings shall be:

- 1) Access-Tile Cast-In-Place Replaceable,
- 2) Tuff Tile Wet-Set Replaceable Tile

or approved equal.

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

DETECTABLE WARNINGS,

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

SP-14 PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH.

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

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

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

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

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- a. Furnishing, placement and compaction of two inches (2") or four inches (4"), as specified on the plans, of Subbase Granular material, Type B, CA 6 with the methods and with materials in accordance with Section 311 and of Article 1004.04 of the SSRBC, use of recycled materials shall not be allowed unless with a prior written permission by the Engineer;
- b. All work must comply with the latest requirements of the Americans with Disabilities Act (ADA), Public Right-of-Way Accessibility Guidelines (PROWAG), the Illinois Accessibility Code (IAC) and Manual on Uniform Traffic Control Devices (MUTCD). Specifically, the set up of form work such that the maximum running slope of the finished walk does not exceed 5 percent (1:20) or not to exceed the general grade established for the roadway, and the cross slope is not more than 2 percent (1:50). Sidewalks with running slope exceeding 5% shall meet all the ramp requirements.
- 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, 1/2-inch radius and 1 inch deep, 5 feet on center;
- e. 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;
- f. For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend continuously a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.
- g. The proper curing of all concrete work utilizing methods and materials outlined in Articles 424 and 1022.01 of the SSRBC, (Type III membrane curing compound white pigmented), **WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR;**
- h. All other work labor, material, tools and equipment required to perform the work specified herein and as shown on the plans.

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

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

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

P.C.C. SIDEWALK, 5 INCH
P.C.C. SIDEWALK, 6 INCH

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

SP-15 CONCRETE CURB TYPE B, 6"

This work shall consist of the placement of Concrete Curb, of the type, size and location shown on the plans. All Concrete Curb shall be placed by methods and materials as specified in Articles 606 and 1020 of the SSRBC, except as amended herein.

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The curb shall be placed on a bed of six inches compacted CA-6 Aggregate. Backfill shall consist of CA-6 aggregate and shall be incidental to Concrete Curb installation. Backfill shall be tamped in place with a mechanical tamper.

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

Placement of Concrete Curb Type B shall include the following:

- a) The use of Class SI Portland cement concrete, 6.05 cwt/cy mix, with 6% air entrainment, 3" slump;
- b) The saw cutting of 2 inch deep joints at not more than 15-foot intervals, within 24 hours after being placed;
- c) The placement of 2 dowel bars spaced at 6" on center equal distance from top and bottom of the curb of existing concrete curb, and at expansion joints, in accordance with the detail shown on the plans;
- d) The placement of 3/4 inch pre-molded expansion joint filler perpendicular to the centerline of the roadway for the full depth of the curb, where abutting existing concrete curb and gutter, at 10 feet either side of a utility structure, at construction joints at the ends of pours, at not more than 90 foot intervals;
- e) The proper curing of all concrete work utilizing the methods and materials outlined in Articles 424 and 1022.01 of the SSRBC (Type 2 membrane curing with red dye is preferred);
- f) The backfilling of all curb work with materials approved by the Engineer.

At locations shown on the plans or where directed by the Engineer the contractor will use High-early strength concrete. The desired concrete mix shall have a minimum compressive strength of 3,000 psi at 24 hours. Mix design shall be submitted to the Engineer for review and approval.

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

CONCRETE CURB TYPE B, 6",

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

SP-16 UTILITY STRUCTURES TO BE ADJUSTED

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

A. DRAINAGE AND UTILITY STRUCTURES

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

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will include all excavation, concrete and trench backfill.

B. SANITARY MANHOLES

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

This work shall be paid for at the contract unit price per **EACH** for **DRAINAGE & UTILITY STRUCTURE TO BE ADJUSTED**.

SP-17 EARTH EXCAVATION, SPECIAL

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

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

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 to Contract Quantity.

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

EARTH EXCAVATION, SPECIAL

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

SP-18 WEED CONTROL, PRE-EMERGENT

Description: This work shall consist of spreading a pre-emergent granular herbicide in areas as shown on the plans or as directed by the Engineer. This item will be used in mulched plant beds and mulch rings.

Materials: The pre-emergent granular herbicide (Snapshot 2.5 TG or equivalent) shall contain the chemicals Trifluralin 2% active ingredient and Isoxaben with 0.5% active ingredient. The herbicide label shall be submitted to the Engineer for approval at least seventy-two (72) hours prior to application.

Method: The pre-emergent granular herbicide shall be used in accordance with the manufacturer's directions on the package. The granules are to be applied prior to mulching.

Apply the granular herbicide using a drop or rotary-type designed to apply granular herbicide or insecticides. Calibrate application equipment to use according to manufacturer's directions. Check frequently to be sure equipment is working properly and distributing granules uniformly. Do not use spreaders that apply material in narrow concentrated bands. Avoid skips or overlaps as poor weed control or crop injury may occur. More uniform application may be achieved by spreading half of the required amount of product over the area and then applying the remaining half in swaths at right angles to the first. Apply the granular herbicide at the rate of 100 lbs/acre (112 kg/ha) or 2.3 lbs/1000 sq. ft. (11.2 kg/1000 sq. meters).

Method of Measurement: Pre-emergent granular herbicide will be measured in place in Pounds of Pre-emergent Granular Herbicide applied. Areas treated after mulch placement shall not be measured for payment.

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

WEED CONTROL, PRE-EMERGENT

which price shall include all materials, equipment, and labor necessary to complete the work as specified.

SP-19 SAWCUTTING

Description: This work shall consist of saw cutting bituminous pavement and Portland cement concrete materials. Saw cutting of bituminous pavement shall be full depth for removal of pavement necessary for sidewalk and curb installation, and shall be 1-1/2 inch deep through concrete drive approaches, for the purpose of delineating sidewalk edges and contraction joints where none currently exist.

Basis of Payment: No additional compensation will be allowed the Contractor.

SP-20 SIGN RELOCATE

Description: Should any existing street signs be in conflict with the proposed work or the Contractor's operation to perform the work, the Contractor shall notify the Village at least five business days prior to performing the work. The Village shall remove the street signs and posts in conflict with the work and perform reinstallation when the project is substantially complete. The Contractor shall be financially responsible for fixing and/or replacing any street signs and posts damaged by the Contractor and/or any of its sub-contractors.

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Basis of Payment: The removal and relocation of all existing signs within the construction limits shall not be paid for separately but shall be **INCIDENTAL** to the contract.

SP-21 EROSION AND SEDIMENT CONTROL

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

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

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

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

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

PERIMETER EROSION BARRIER

and

INLET FILTERS,

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

SP-22 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

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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.

SP-23 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 1) – 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-24 TREE ROOT PRUNING

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

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

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

TREE ROOT PRUNING,

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

SP-25 TREE PROTECTION

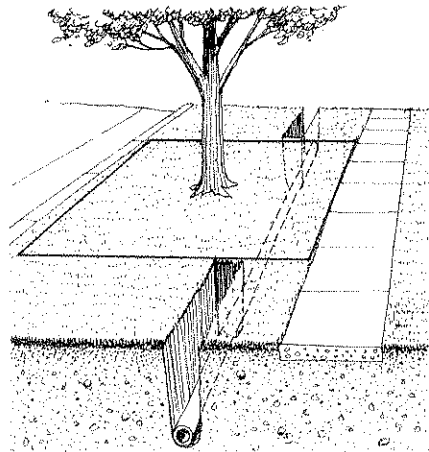
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Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes 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.

Parkway <u>Tree diameter at 4.5'</u>	Width street to property <u>(min. curb to sidewalk)</u>	Length along street <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. 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.

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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.

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.

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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-26 TRENCH BACKFILL

Description: All trenches and excavations under or within 2' of paved areas or structures, as shown on plans or as directed by the Engineer in the field, will require aggregate Trench Backfill.

Materials: Trench Backfill, as defined in the Water and Sewer Specs, shall consist of Final Backfill, Initial Backfill, Haunching and Bedding (see detail within this special provision). Allowable aggregate gradations, as defined in Sections 1003 and 1004 of the SSRBC, shall be as follows:

- Final Backfill: CA-6 or FA-6
- Initial Backfill: CA-6 or FA-6
- Haunching: CA-7
- Bedding: CA-7

All trench backfill material shall be placed and compacted in accordance with Section 550.07 of the SSRBC. Per the SSRBC, compaction Method 3 (jetting) of Initial Backfill and Final Backfill shall not be used with CA-6 material. Compaction Method 3 (jetting) of Initial Backfill and Final Backfill shall only be used with FA-6 material. Per the SSRBC, trench backfill material that has been compacted with Method 3 (jetting) shall be allowed to settle and dry for at least 10 days before any pavement or structure is placed above it.

All backfilling shall be done in accordance with Section 20-4.06 of the Water and Sewer Specs. All trenches and excavations not under or within 2' of paved areas or structures shall be backfilled by any acceptable method which will not dislodge or damage the pipe, or cause bridging action in the trench. In turf areas, Trench Backfill shall consist of Initial Backfill, Haunching and Bedding and the balance of the backfill may be approved excavated material.

SP-27 P.C.C. DRIVEWAY REMOVAL & REPLACEMENT, 6"

Description: This work shall consist of the removal and replacement of P.C.C. 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 of six inches (6") of Portland Cement Concrete.

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

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driveways beyond the limits of the fully improved areas will not be included for payment.

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

P.C.C. DRIVEWAY REMOVAL and PCC DRIVEWAY, 6",

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

SP-28 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.

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

HMA DRIVEWAY REMOVAL and HMA DRIVEWAY, 3",

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

SP-29 MANHOLES, CATCH BASINS, AND INLETS (SIZE AND TYPE SPECIFIED)

This work shall consist of the installation of precast concrete drainage structures 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.

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.

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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.

Prefabricated benches in structures will not be allowed. Benches shall be poured after installation.

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”), unless directed otherwise by the Engineer. 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.

SP-30 STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED)

Description: This item shall consist of the construction of Storm Sewer. Storm sewer shall be constructed with the material shown on the plans.

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

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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.

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-31 SITE CLEARING

Description: This work shall consist of clearing the site by removal of all rubbish, logs, shrubs, bushes, saplings, grass, weeds, other vegetation and stumps of a diameter less than 6 inches as shown on the plans or as directed by the Engineer in accordance with Section 201 of the Standard Specifications and as specified herein.

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

SITE CLEARING,

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

SP-32 BRICK DRIVEWAY REMOVAL AND REPLACEMENT

Description: This work consists of the removal and replacement of brick paver driveways shown on the plan and as directed by the Engineer. The existing brick pavers shall be re-installed on a 1" sand cushion over an 8" Aggregate Base Course, Type 8.

Prior to any removal operations, the Contractor shall document, by photograph or other means, the existing pattern and dimensions of the brick driveways. A copy of the photograph shall be given to the Resident Engineer prior to any removal operations. Removed brick pavers shall be stored at a location to not be damaged during construction. Any bricks damaged or broken due to the Contractor's work shall be replaced at Contractor's own costs, with new bricks of the same shape, color, and texture. The Contractor shall remove and reset, at the Contractor's cost, any bricks that have been dislodged during other construction operations. New bricks shall be interspersed with old bricks to not be uniform in look.

Edge restraints will not be paid for separately but shall be considered included in the cost of this item. Any

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removed brick pavers not used for replacement shall be offered to the resident. If the resident does not want the extra pavers, they shall be disposed of off-site by Contractor.

Method of Measurement: This work will be measured for payment in units of square feet for the area of brick paver removed.

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

BRICK DRIVEWAY REMOVAL AND REPLACEMENT,

which price shall be payment in full for the work as specified herein, including removing, storing and replacing brick pavers, excavation, sand cushion, aggregate base course, edge restraints and all materials needed.

SP-33 DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED

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

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

DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED,

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

SP-34 HOT-MIX ASPHALT PAVEMENT TRANSITION – 5”

Description: This work shall consist of the construction of the HMA pavement transition and shall include excavation as necessary for the full width of the concrete sidewalk, placement and compaction of the four inches (4”) of Type B, CA-6 aggregate base, and the placement and compaction of 5 inches (5”) in two lifts of Hot-Mix Asphalt Surface, Mixture D, N50 (IL 9.5) per the applicable portions of Sec. 442 of the Standard Specifications.

HMA shall be placed by methods and materials outlined in Articles 406 and 1009 of the SSRBC. This work shall be completed by an IDOT certified asphalt contractor, in accordance with IDOT and Village public right-of-way specifications. All areas of work shall be properly excavated, prepared, and compacted. All edges that meet graded parkway areas shall be neatly tampered.

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

HOT-MIX ASPHALT SIDEWALK TRANSITION – 5”,

which price shall be payment in full for the proper removal and disposal of excavated and surplus materials, sawcutting, the preparation of the area to be paved and the placement of Hot Mix Asphalt.

SP-35 AGGREGATE SHOULDERS, TYPE B

Description: This item shall be done in accordance with Sec. 481 of the SSRBC and shall consist of the

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construction of approximate two (2) foot wide, four (4) inch deep shoulders or as directed by the Engineer in the area designated by the Engineer.

Unless otherwise directed by the Engineer, existing shoulders with elevations that are too high to accept the proposed aggregate shoulder shall be scraped or excavated as necessary prior to placement of new aggregate. This provision shall also apply to existing shoulders that contain too much vegetation or topsoil. Unnecessary damage or debris outside the designated shoulder area shall be removed and repaired and will not be paid for separately but shall be considered incidental to the cost of Aggregate Shoulders, Type B.

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

AGGREGATE SHOULDERS, TYPE B,

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

SP-36 RE-GRADE DITCH LINE

Description: This item shall consist of the excavation and shaping of existing or proposed ditch lines as shown on the plans or directed by the engineer. The ditches will be 1-3 feet deep depending on elevations of adjacent structures and culverts. All ditches will be completed to allow for positive drainage to proposed structures and culverts. All excavation, shaping and disposal of excavated material will be included. Parkway restoration will be paid for separately under the appropriate bid item.

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

RE-GRADE DITCH LINE

which price shall include all the labor, material, and equipment necessary for the work described herein.

SP-37 CONCRETE SUPPORT FOR UTILITY CROSSING

This work shall consist of the placement of class X concrete for supporting proposed storm sewer or watermain pipe 24" and greater in diameter above existing sanitary sewers with less than three feet of vertical clearance, or as directed by the Engineer. The concrete supports shall be constructed per the detail "SPECIAL CONDUIT CROSSING FOR STORM SEWER OR WATERMAIN 24-INCH OR LARGER," or as directed by the Engineer.

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

CONCRETE SUPPORT FOR UTILITY CROSSING,

which includes all work specified herein.

SP-38 RELOCATION OF TREES

This work shall consist of relocating, or transplanting, existing trees as indicated on the plans or as directed by the Engineer and shall be done according to the following:

- a) All relocations shall be in accordance to industry standards set by the International Society of Arboriculture, as amended. Industry standards extend to post-installation phase including but not

Village of Downers Grove – 2021 Norfolk Sidewalk Installation (S-012-21)

- limited to bracing, watering, and fertilization.
- b) All root and canopy pruning shall be conducted prior to the tree's relocation and transportation.
 - c) During relocation and transplantation, the root ball shall be protected and kept moist at all times.
 - d) Trees with a dormancy period shall be transported during the dormancy phase, unless directed otherwise by the Village Forester.
 - e) No trees shall be relocated or transplanted during periods of strong, dry winds or during a water shortage as determined by the Village Forester.
 - f) Trees approximately 3" in diameter (as measured 6" from the base) shall be relocated by hand. Trees greater than approximately 3" in diameter shall be relocated mechanically with the use of a tree spade. Prior to relocation of the trees, the Contractor, Engineer and Village Forester shall determine the method of relocation for each tree to be relocated.
 - g) The following specifications for tree planting have been developed considering all opinions, field experience in the municipal setting, and applicable portions of the International Society of Arboriculture Best Management Practices: Tree Planting (2014), the ANSI A300 (Part 6) - 2012 Transplanting, and the Illinois Green Industry Association specification titled Shade tree planting with low profile package (<http://www.ina-online.org/pdfs/Treespecs07/ShadeTreeLowProfile1.pdf>). All trees shall be planted according to the following basic requirements:
 - a. All planting holes shall be hand dug for trees measuring up to 3" in diameter; mechanical equipment is authorized for larger trees unless otherwise specified by the Village Forester.
 - b. All planting holes shall be at least twenty (20) inches larger in diameter than the tree ball to a depth such that the tree when planted shall be situated with the root collar at ground line. The bottom of the planting hole shall not be disturbed. The sides of the hole shall slope inward towards the bottom of the root ball. Planting holes shall be dug no more than twenty-four (24) hours before planting. If holes are pre-dug they must be barricaded until planting is complete.
 - c. All trees shall be planted to the depth of the root collar. Any need for adjustment of the rootball shall be done at the time of planting. Unless requested by a Village Forester, wire baskets, burlap and twine may remain in tact only if EPA approved and non-plastic twine was used.
 - d. Planting holes shall be firmly filled with material taken from the holes and any excess backfill must be removed. The Contractor shall form water retention saucers (tree basins) around each tree planted.
 - e. All trees shall be firmly planted such that staking is not required. Should trees start to lean and need straightening due to shifting in the planting hole and not a result of excessive wind or storms, the Contractor shall straighten such trees within 45 days of planting.
 - f. The Contractor shall mulch all trees with a four (4) inch depth of wood chips or other approved mulch. The mulched surface area shall extend from the base of the tree trunk to a point beyond the circumference of the disturbed area. Mulch shall not be placed against the trunk of the tree. Mulching of all trees shall be done no later than four (4) days after planting.
 - g. The Contractor shall thoroughly water all trees at the time of planting, or at a time during the growing season. Watering shall be incidental to the unit price per tree. The Contractor shall obtain a hydrant use authorization permit if necessary, and shall supply all necessary hoses, fittings, and wrenches to fill watering tanks from the hydrant.
 - h. The Contractor shall remove the excess excavated materials from the planting holes, and dispose of all debris at the end of each day's operation.

Village of Downers Grove – 2021 Norfolk Sidewalk Installation (S-012-21)

Survival of relocated trees shall be covered under the guarantee period (Section 42) of this contract.

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

**RELOCATION OF TREES - MANUAL,
RELOCATION OF TREES - MECHANICAL**

which price shall include all the labor, material, and equipment necessary for the work described herein.

Village of Downers Grove – 2021 Norfolk Sidewalk Installation (S-012-21)

V. BID and CONTRACT FORM (Village)

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

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

BIDDER:

A Lamp Concrete Contractors, Inc.
Company Name

August 3, 2021
Date

1900 Wright Boulevard
Street Address of Company

jmoyer@alamconcrete.com
E-mail Address

Schaumburg, IL 60193
City, State, Zip

Jeff Moyer
Contact Name (Print)

847-891-6000
Business Phone

847-891-6000
24-Hour Telephone

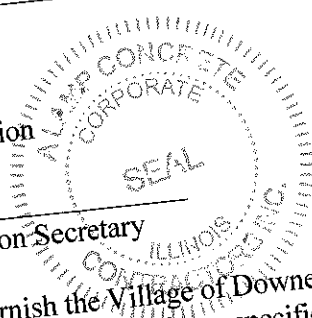
847-891-1873
Business Fax

Adele Lampignano
Signature of Officer, Partner or Sole Proprietor

Adele Lampignano, President
Print Name & Title

ATTEST: if a Corporation

T
Signature of Corporation Secretary
Tracy Lampignano



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

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted w date of opening, to furnish any or all of the services upon which prices are quoted, at the price se the designated point within the time specified above.

Village of Downers Grove – 2021 Norfolk Sidewalk Installation (S-012-21)

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:

A Lamp Concrete Contractors, Inc.
Company Name

August 3, 2021
Date

1900 Wright Boulevard
Street Address of Company

jmoyer@alamconcrete.com
E-mail Address

Schaumburg, IL 60193
City, State, Zip

Jeff Moyer
Contact Name (Print)

847-891-6000
Business Phone

847-891-6000
24-Hour Telephone

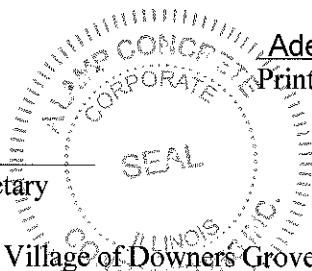
847-891-1873
Business Fax

Adele Lampignano
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Adele Lampignano, President
Print Name & Title

[Signature]
Signature of Corporation Secretary
Tracy Lampignano



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.

SCHEDULE OF PRICES:

Pay Item #	SPEC #/ IDOT #	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	27.00	\$22.00	\$594.00
2	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	256.0	\$28.00	\$7,168.00
3	SP-38	RELOCATION OF TREES - MANUAL	EACH	5.0	\$800.00	\$4,000.00
4	SP-38	RELOCATION OF TREES - MECHANICAL	EACH	2.0	\$1,500.00	\$3,000.00
5	SP-25	TREE PROTECTION	FOOT	200.0	\$1.00	\$200.00
6	SP-24	TREE ROOT PRUNING	FOOT	100.0	\$1.00	\$100.00
7	SP-17	EARTH EXCAVATION, SPECIAL	CU YD	145.0	\$50.00	\$7,250.00
8	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	71.0	\$50.00	\$3,550.00
9	SP-26	TRENCH BACKFILL	CU YD	19.0	\$20.00	\$380.00
10	SP-5	EXPLORATORY TRENCH, SPECIAL	CU YD	5.0	\$1.00	\$5.00
11	SP-12	SOD RESTORATION	SQ YD	1,518.0	\$14.00	\$21,252.00
12	SP-21	PERIMETER EROSION BARRIER	FOOT	75.0	\$1.00	\$75.00
13	SP-21	INLET FILTERS	EACH	5.0	\$10.00	\$50.00
14	SP-27	PCC DRIVEWAY, 6"	SQ YD	174.0	\$65.00	\$11,310.00
15	SP-27	PCC DRIVEWAY REMOVAL	SQ YD	222.0	\$12.00	\$2,664.00
16	SP-14	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	5,266.0	\$7.00	\$36,862.00
17	SP-14	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	1,338.0	\$8.00	\$10,704.00
18	SP-13	DETECTABLE WARNINGS	SQ FT	30.0	\$35.00	\$1,050.00
19	44000600	SIDEWALK REMOVAL	SQ FT	215.0	\$4.00	\$860.00
20	54262712	METAL FLARED END SECTIONS 12"	EACH	2.0	\$1,000.00	\$2,000.00
21	SP-29	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1.0	\$4,000.00	\$4,000.00
22	SP-29	INLETS, TYPE B, TYPE 8 GRATE	EACH	1.0	\$2,000.00	\$2,000.00
23	SP-15	CONCRETE CURB, TYPE B	FOOT	68.0	\$40.00	\$2,720.00
24	67100100	MOBILIZATION	LSUM	1.0	\$10,000.00	\$10,000.00
25	78001150	PAINT PAVEMENT MARKING - LINE 12"	FOOT	55.0	\$55.00	\$3,025.00
26	SP-32	BRICK DRIVEWAY REMOVAL AND REPLACEMENT	SQ FT	259.0	\$20.00	\$5,180.00
27	SP-8	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	L SUM	1.0	\$12,500.00	\$12,500.00
28	SP-28	HMA DRIVEWAY, 3"	SQ YD	380.0	\$40.00	\$15,200.00
29	SP-28	HMA DRIVEWAY REMOVAL	SQ YD	472.0	\$10.00	\$4,720.00
30	SP-7	CONSTRUCTION STAKING	L SUM	1.0	\$4,000.00	\$4,000.00

31	SP-31	SITE CLEARING	SQ YD	183.0	\$20.00	\$3,660.00
32	SP-30	STORM SEWERS, CLASS A, RCP, 15"	FOOT	7.0	\$100.00	\$700.00
33	SP-30	STORM SEWERS, CPP, 12"	FOOT	27.0	\$90.00	\$2,430.00
34	SP-30	STORM SEWERS, RCP, 12"	FOOT	33.0	\$90.00	\$2,970.00
35	SP-30	STORM SEWERS, CMP 12"	FOOT	6.0	\$90.00	\$540.00
36	SP-6	PRECONSTRUCTION VIDEOTAPING	LSUM	1.0	\$1,000.00	\$1,000.00
37	SP-9	STREET SWEEPING AND DUST CONTROL	HOUR	8.0	\$5.00	\$40.00
38	SP-11	AGGREGATE FOR TEMPORARY ACCESS	TON	40.0	\$5.00	\$200.00
39	SP-16	DRAINAGE AND UTILITY STRUCTURE TO BE ADJUSTED	EACH	2.0	\$400.00	\$800.00
40	SP-23	TREE PRUNING	EACH	4.0	\$150.00	\$600.00
41	SP-33	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	5.0	\$200.00	\$1,000.00
42	SP-34	HOT-MIX ASPHALT SIDEWALK TRANSITION - 5"	SQ FT	50.0	\$10.00	\$500.00
43	SP-35	AGGREGATE SHOULDERS, TYPE B	SQ YD	30.0	\$20.00	\$600.00
44	SP-10	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	2.0	\$20.00	\$40.00
45	20101700	SUPPLEMENTAL WATERING	UNIT	10.0	\$1.00	\$10.00
46	SP-36	RE-GRADE DITCH LINE	FOOT	350.0	\$10.00	\$3,500.00
47	SP-38	CONCRETE SUPPORT FOR UTILITY CROSSING	EACH	1.0	\$1,250.00	\$1,250.00
48	54213657	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	1.0	\$1,500.00	\$1,500.00

BID TOTAL _____

\$197,759.00

Village of Downers Grove – 2021 Norfolk Sidewalk Installation (S-012-21)

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to 2021 Norfolk St Sidewalk Installation, Bidder A Lamp Concrete Contractors, Inc.
(Name of Project) (Name of Bidder)

hereby certifies the following:

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

Village of Downers Grove – 2021 Norfolk Sidewalk Installation (S-012-21)

BIDDER'S CERTIFICATION (page 2 of 3)

BY: Adele Lampignano
Bidder's Authorized Agent
Adele Lampignano, President

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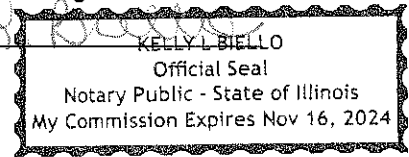
FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me

this 3rd day of August, 2021.

Kelly L Biello
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 A Lamp Concrete Contractors, Inc., and the full names of its Officers are as follows:

President: Adele Lampignano

Secretary: Tracy Lampignano

Treasurer: Adele Lampignano

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

Limited Liability Company (LLC)

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

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Village of Downers Grove – 2021 Norfolk Sidewalk Installation (S-012-21)

BIDDER'S CERTIFICATION (page 3 of 3)

(c) Partnership

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

Names and Addresses of All Partners:

(d) Sole Proprietor

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

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

INSURER'S NAME: COUNTRY MUTUAL INSURANCE

AGENT: Eric Miller

Street Address: 28369 Davis Parkway

City, State, Zip Code: Warrenville, IL 60555

Telephone Number: 630-836-0845

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: A Lamp Concrete Contractors, Inc.

Print Name and Title of Authorizing Signature: Adele Lampignano, President

Signature: *Adele Lampignano*

Date: August 3, 2021

Village of Downers Grove – 2021 Norfolk Sidewalk Installation (S-012-21)

MUNICIPAL REFERENCE LIST

Municipality: PLEASE SEE ATTACHED

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Project References Sidewalk Projects

Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Tomasz J. Topor, P.E. – 630.434.5460
2013 New Sidewalk Installation Program and
Right of Way Accessibility Improvements

City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016
Jon Duddles, P.E. - 847.391.5390
2013 MFT / CIP Concrete Improvements
Various Locations

City of Highland Park
1150 Half Day Road
Highland Park, Illinois 60035
John M. Welch, P.E., C.F.M. - 847.432.807
2013 Sidewalk Installation
Sheridan Ave. & Green Bay Rd.

Illinois Department of Transportation
201 W. Center Court
Schaumburg, Illinois 60196
Scott Soderstrom - 847.705.4300
IDOT Contract #63819 / DuPage
Lisle – Ogden Avenue, Yackley Ave. to Schwartz Ave.

Village of Schaumburg
714 S. Plum Grove Road
Schaumburg, Illinois 60193
Margo L. Killian, P.E. - 847.923.6652
Wise Road Sidewalk Gap Improvements

Please visit our website ~ www.alampconcrete.com

Village of Downers Grove – 2021 Norfolk Sidewalk Installation (S-012-21)

SUBCONTRACTORS LIST

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

1) Mackie Consultants Type of Work Layout

Addr: _____ City _____ State ____ Zip _____

2) Mark-It-Corp Type of Work Pavement Marking

Addr: _____ City _____ State ____ Zip _____

3) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

4) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State ____ Zip _____

Village of Downers Grove – 2021 Norfolk Sidewalk Installation (S-012-21)

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: PLEASE SEE ATTACHED

Superintendent: _____

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____

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

Adele Lampignano

Seal

(Corporate

Signed by:

Title: Adele Lampignano, President

Name & Address: A Lamp Concrete Contractors, Inc.

of Contractor 1900 Wright Boulevard

or Vendor Schaumburg, IL 60193

Subscribed and sworn to before me this 3 day of August, 2021

Kelly L. Biello
Notary Public



ALAMP CONCRETE CONTRACTORS, INC.

Phone: (847) 891-8000

Fax: (847) 891-6100

ROAD BUILDERS

Commercial • Residential • Municipal

Individual's Name	Present Position	Years Experience	Type of Work	In What Capacity
Vito Lampignano	Vice President	48	Heavy Highway	Gen Concrete Supt.
Bob Matthias	Superintendent	26	Heavy Highway	Project Superintendent
Leonel Vazquez	Superintendent	18	Heavy Highway	Project Superintendent
Vito Latrofa	Superintendent	35	Heavy Highway	Project Superintendent
Dino Marzulli	Superintendent	26	Heavy Highway	Project Superintendent
Raul Hernandez	Foreman	23	Heavy Highway	Concrete Foreman
Jorge Saucedo	Foreman	28	Heavy Highway	Concrete Foreman
Enrique Vazquez	Foreman	19	Heavy Highway	Underground Foreman
Ed Arciszewski	Foreman	27	Heavy Highway	Crew Foreman
Gasper Gonzalez	Foreman	28	Heavy Highway	Crew Foreman
Alex Saucedo	Foreman	23	Heavy Highway	Crew Foreman
Rodolfo Fuentes	Foreman	18	Heavy Highway	Gradall Foreman
Mike Panzarino	Foreman	19	Heavy Highway	Gradall Foreman
Rajendra Patel	QC Technician	12	Heavy Highway	Civil Engineer
Tracy Lampignano	Manager	16	Heavy Highway	Office Manager
Jeff Moyer	General Mgr/Chief Estimator	17	Heavy Highway	Management/Estimating
Frank Aiello	Project Manager	18	Heavy Highway	Civil Engineer / Proj Mngr
Anthony Iacullo	Project Manager	15	Heavy Highway	Project Manager
Kelly Biello	Estimating Coordinator	10	Heavy Highway	Estimating Coordinator

1900 Wright Boulevard

Schaumburg, Illinois 60193

Village of Downers Grove – 2021 Norfolk Sidewalk Installation (S-012-21)

**VENDOR W-9 REQUEST FORM**

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

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

BUSINESS (PLEASE PRINT OR TYPE):NAME: A Lamp Concrete Contractors, Inc.ADDRESS: 1900 Wright BoulevardCITY: SchaumburgSTATE: IllinoisZIP: 60193PHONE: 847-891-6000 FAX: 847-891-1873TAX ID #(TIN): 36-3929173

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: Adele Lampignano DATE: August 3, 2021
Adele Lampignano, President

Village of Downers Grove – 2021 Norfolk Sidewalk Installation (S-012-21)

Apprenticeship and Training Certification

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

Name of Bidder: A Lamp Concrete Contractors, Inc.


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

Laborers - 2, 68, 76 & 118

Operators -150

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

Print Name and Title of Authorizing Signature: Adele Lampignano, President

Signature: 

Date: August 3, 2021

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) 482-7196
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

January 25, 2016

A Lamp Concrete Contractors, Inc

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

Dear Sir or Madam:

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

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

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

Very truly yours,
IUOE, Local 150, AFL-CIO
District 1 dispatch office


Maribel Hernandez

mh

Enclosures: Certificates

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 Engineers

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



Lois Chao
Secretary of Labor

[Signature]
Administrator, Apprenticeship Training, Employer and Labor Services

November 5, 2002
Date

24 008780173
Registration ID

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)

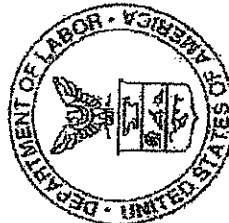
Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

May 5, 2002
Date

IL012020003
Registration No.



Scott Chao
Secretary of Labor

Anthony Sampa
Administrator, Apprenticeship Training, Employer and Labor Services

LiUNA!
 Chicagoland
LABORERS'
 District Council Training & Apprentices Fund

6CC/NT 42-L

chicagolaborers.org

21 March 2019

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

A Lamp Concrete Contractors, Inc.
 1900 Wright Boulevard
 Schaumburg, IL 60193

Dear Sue:

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 A Lamp Concrete Contractors, Inc. is indeed signatory to the Chicago Laborers District Council, contributes to the Laborers Apprenticeship Fund and their active account is current and up to date.

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

Yours very truly,

Miranda Maddie

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



LiUNA!
 Feel the Power



THE UNITED STATES DEPARTMENT OF LABOR

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Chicago and Laborers' J.A.T.C.

Canal 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

IL 017890001

Registration No.



R. J. Chao

Secretary of Labor

Anthony Savage

Administrator, Apprenticeship Training, Employer and Labor Services

Village of Downers Grove – 2021 Norfolk Sidewalk Installation (S-012-21)

BUY AMERICA CERTIFICATION

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

Instructions:

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

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

Certificate of Compliance

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

Signature 
Adele Lampignano

Company Name A Lamp Concrete Contractors, Inc.

Title President

Date August 3, 2021

Certificate of Non-Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

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

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

Village of Downers Grove – 2021 Norfolk Sidewalk Installation (S-012-21)

Suspension or Debarment Certificate
--

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

Company Name: A Lamp Concrete Contractors, Inc.

Address: 1900 Wright Boulevard

City: Schaumburg Zip Code: 60193

Telephone: (847-) 891-6000 Fax Number: (847-) 891-1873

E-mail Address: jmoyer@alamconcrete.com

Authorized Company Signature: 

Print Signature Name: Adele Lampignano Title of Official: President

Date: August 3, 2021

Village of Downers Grove – 2021 Norfolk Sidewalk Installation (S-012-21)

CAMPAIGN DISCLOSURE CERTIFICATE

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

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

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

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

Under penalty of perjury, I declare:

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


Signature

Adele Lampignano
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



Per your requirements, A Lamp Concrete Contractors Inc. is an insurable corporation and currently has active policies with our firm. COUNTRY Financial has been in business over 90+ years and has continued to achieve an A+ rating consistently by Superior AM Best. Enclosed is a sample COI with the current policy limits. If you have any additional questions, please call me.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Miller".

Eric Miller

Insurance & Financial Advisor

630-836-0845

Eric.Miller@CountryFinancial.com

AIL 10 67 08 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE PART
 COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

With respect to coverage provided by this endorsement, the provisions of the Coverage Part (Policy) apply unless modified by the endorsement.

Cancellation

The following is added under the Cancellation Condition applicable to the Coverage Parts (Policy) listed above:

If we cancel this policy for any reason other than non payment of premium, we will mail written notice of cancellation to the certificate holder(s) on file with the Company. Notice will be provided prior to the effective date of cancellation. We will give the number of days notice as provided for in the Cancellation Condition of this policy. The notice will state the effective date of cancellation. The policy period will end on that date.

If you cancel this policy, or if we cancel for non payment of premium, we will mail written notice of such cancellation to the certificate holder(s) on file with the Company. The notice will state the date the policy was cancelled.

The notice will be mailed by first-class mail to the last known mailing address of the certificate holder(s) on file with the Company.

Any notice of cancellation provided by this endorsement applies only to the certificate holder(s) with a certificate of insurance applicable to this policy's period.

Our failure to send notice of cancellation to the certificate holder(s) will not amend, extend or alter the terms and conditions of this policy, including the cancellation of this policy.

If there is a conflict between any other policy cancellation provisions pertaining to the certificate holder(s) and this endorsement, the other policy provisions shall control.

Nothing contained here varies, alters, or extends any provisions of the policy except as provided in this endorsement.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.

Contains copyrighted material of the National Council on Compensation Insurance, with its permission.



Affidavit of Availability
 For the Letting of 07/30/21

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

Part I. Work Under Contract

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

	1	2	3	4	5	
Contract Number						
Contract With	Carpentersville	Harwood Heights	Riverside	Downers Grove	Wilmette PD	
Estimated Completion Date	30 Working Days	22 Working Days	35 Working Days	10/1/2021	5/28/2021	
Total Contract Price	\$ 379,642.90	\$ 617,411.16	\$ 559,622.00	\$ 4,068,833.52	\$ 859,760.20	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 379,642.90	\$ 617,411.16	\$ 559,622.00	\$ 1,843,962.62	\$ 711,545.00	\$ 4,112,183.68
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work						\$ 4,112,183.68

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	\$19,486.00	\$ 17,714.00	\$107,983.00	\$550,000.00	\$130,000.00	\$ 825,183.00
Portland Cement Concrete Paving	\$ -					\$ -
HMA Plant Mix		\$ -				\$ -
HMA Paving	\$115,982.00	\$ 210,594.66		\$340,000.00	\$256,680.00	\$ 923,256.66
Clean & Seal Cracks/ Joints		\$ 19,429.50				\$ 19,429.50
Aggregate Bases & Surfaces		\$ 12,995.00	\$18,767.00	\$35,843.00	\$150,000.00	\$ 217,605.00
Highway,R.R.& Water Structures						\$ -
Drainage	\$28,022.00	\$ 14,650.00		\$270,000.00	\$1,500.00	\$ 314,172.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$169,765.00	\$ 203,700.00	\$333,682.00	\$90,000.00	\$103,540.00	\$ 900,687.00
Landscaping	\$3,375.00	\$ 19,130.00	\$0.00	\$319,496.65	\$33,000.00	\$ 375,001.65
Fencing	\$2,812.50					\$ 2,812.50
Guardrail						\$ -
Painting						\$ -
Signing						\$ -
Cold Milling, Planning & Rotomilling	\$8,541.40	\$ 42,913.50		\$20,000.00	\$6,825.00	\$ 78,279.90
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$28,004.00	\$ 42,002.00	\$45,000.00	\$150,000.00	\$30,000.00	\$ 295,006.00
						\$ -
Totals	\$ 375,987.90	\$ 583,128.66	\$ 505,432.00	\$ 1,775,339.65	\$ 711,545.00	\$ 3,951,433.21

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

Part III. Work Subcontracted to Others

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

	1	2	3	4	5
Subcontractor					
Type of Work	Pavement Marking	Layout	Landscaping	Fencing	Layout
Subcontract Price	\$3,655.00	\$12,000.00	\$44,040.00	\$21,780.50	\$12,000.00
Amount Uncompleted	\$3,655.00	\$12,000.00	\$44,040.00	\$21,780.50	\$0.00
Subcontractor					
Type of Work		Pavement Marking	Layout	Layout	Pavement Marking
Subcontract Price		\$10,282.50	\$7,000.00	\$35,000.00	\$5,077.50
Amount Uncompleted		\$10,282.50	\$7,000.00	\$20,000.00	\$0.00
Subcontractor					
Type of Work		Stamped Asphalt	Tree Care	Line Stops	Site Video
Subcontract Price		\$12,000.00	\$3,150.00	\$14,000.00	\$1,000.00
Amount Uncompleted		\$12,000.00	\$3,150.00	\$7,000.00	\$0.00
Subcontractor					
Type of Work				Pavement Marking	Tree Care
Subcontract Price				\$12,342.47	\$4,478.00
Amount Uncompleted				\$12,342.47	\$0.00
Subcontractor					
Type of Work				Site Video	
Subcontract Price				\$2,700.00	
Amount Uncompleted				\$0.00	
Subcontractor					
Type of Work				Tree Care	
Subcontract Price				\$25,470.50	
Amount Uncompleted			\$ -	\$7,500.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted			\$ -	\$ -	\$ -
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Amount Uncompleted	\$	-				
Subcontractor						
Type of Work						
Subcontract Price						
Amount Uncompleted	\$	-				
Total Uncompleted	\$	3,655.00	\$ 34,282.50	\$ 54,190.00	\$ 68,622.97	\$ -
Totals	\$	3,655.00	\$ 34,282.50	\$ 54,190.00	\$ 111,293.47	\$ 22,555.50



Affidavit of Availability
 For the Letting of 07/30/21

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**

	6	7	8	9	10	
Contract Number	AU069	61G35			61G70	
Contract With	IDOT	IDOT	East Dundee	LCDOT	IDOT	
Estimated Completion Date	90 Calendar Days	7/31/2021	6/30/2021	11/20/2021	11/13/2021	
Total Contract Price	\$ 499,302.00	\$3,089,999.80	\$ 198,517.50	\$ 4,544,617.36	\$ 4,849,824.59	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 499,302.00	\$ 208,247.00	\$ 81,911.00	\$ 4,544,617.36	\$ 2,000,184.90	\$ 7,334,262.26
Uncompleted Dollar Value if Firm is the Subcontractor		\$ -				\$ -
Total Value of All Work						\$ 7,334,262.26

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	\$117,880.00	\$2,500.00	\$5,000.00	\$495,350.20	\$90,000.00	\$ 710,730.20
Portland Cement Concrete Paving					\$ -	\$ -
HMA Plant Mix						\$ -
HMA Paving	\$107,062.00	\$5,000.00	\$18,487.00	\$286,243.25	\$106,792.00	\$ 503,584.25
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces	\$57,740.00	\$50.00	\$5,000.00	\$163,354.00	\$50,000.00	\$ 276,144.00
Highway,R.R. & Water Structures		\$ -				\$ -
Drainage		\$0.00	\$2,000.00	\$515,017.00	\$20,000.00	\$ 537,017.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$106,300.00	\$7,500.00	\$19,374.00	\$205,924.25	\$280,000.00	\$ 619,098.25
Landscaping		\$28,069.00	\$15,000.00	\$8,900.00		\$ 51,969.00
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing		\$21,366.00				\$ 21,366.00
Cold Milling, Planning & Rotomilling	\$17,452.50	\$820.00		\$137,643.15	\$80,000.00	\$ 235,915.65
Demolition		\$ -				\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$14,000.00	\$5,000.00	\$10,000.00	\$663,306.13	\$70,000.00	\$ 762,306.13
						\$ -
Totals	\$ 420,434.50	\$ 70,305.00	\$ 74,861.00	\$ 2,455,737.98	\$ 696,792.00	\$ 3,718,130.48

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.

	6	7	8	9	10
Subcontractor					
Type of Work	Landscaping	Electrical	Guardrail	HMA Paving	HMA Paving
Subcontract Price	\$20,602.50	\$387,471.05	\$7,050.00	\$1,455,797.24	\$1,141,818.53
Amount Uncompleted	\$20,602.50	\$120,000.00	\$7,050.00	\$1,455,797.24	\$900,000.00
Subcontractor					
Type of Work	Pavement Marking	Guardrail	Tree Care	Electrical	LJS
Subcontract Price	\$19,955.00	\$8,587.50	\$3,696.00	\$135,956.80	\$35,947.95
Amount Uncompleted	\$19,955.00	\$8,587.50	\$0.00	\$135,956.80	\$35,947.95
Subcontractor					
Type of Work	Sewer	Pavement Marking		Fencing	Electrical
Subcontract Price	\$38,310.00	\$9,354.50		\$172,703.25	\$4,750.00
Amount Uncompleted	\$38,310.00	\$9,354.50		\$172,703.25	\$4,750.00
Subcontractor					
Type of Work		Environmental		Landscaping	Environmental
Subcontract Price		\$19,615.00		\$127,944.70	\$11,380.00
Amount Uncompleted		\$0.00		\$127,944.70	\$7,500.00
Subcontractor					
Type of Work				Layout	Landscaping
Subcontract Price				\$61,650.00	\$106,554.20
Amount Uncompleted				\$61,650.00	\$106,554.20
Subcontractor					
Type of Work				LJS	Layout
Subcontract Price				\$49,180.90	\$62,000.00
Amount Uncompleted				\$49,180.90	\$30,000.00
Subcontractor					
Type of Work				Pavement Marking	Pavement Marking
Subcontract Price				\$62,796.49	\$48,640.75
Amount Uncompleted				\$62,796.49	\$48,640.75
Subcontractor					
Type of Work				Tree Care	Underground
Subcontract Price				\$22,850.00	\$585,507.00
Amount Uncompleted				\$22,850.00	\$20,000.00
Subcontractor					
Type of Work					Traffic Control
Subcontract Price					\$440,143.56
Amount Uncompleted					\$150,000.00
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$78,867.50	\$ 137,942.00	\$ 7,050.00	\$ 2,088,879.38	\$ 1,303,392.90
Totals	\$78,867.50	\$ 425,028.05	\$ 10,746.00	\$ 2,088,879.38	\$ 2,436,741.99



Affidavit of Availability
 For the Letting of 07/30/21

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**

	11	12	13	14	15	
Contract Number	61G72	61G83		61G42		
Contract With	IDOT	IDOT	Downers Grove	IDOT	Wheaton	
Estimated Completion Date	25 Working Days	8/6/2021	11/20/2020	9/30/2021	11/1/2021	
Total Contract Price	\$ 149,541.00	\$ 1,569,267.50	\$604,969.60	\$ 9,504,078.67	\$ 10,320,000.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 42,830.00	\$ 76,352.65	\$ 349,208.10	\$ 1,484,000.00	\$ 6,507,122.50	\$ 8,459,513.25
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work						\$ 8,459,513.25

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			\$10,000.00	\$15,000.00	\$360,000.00	\$ 385,000.00
Portland Cement Concrete Paving						\$ -
HMA Plant Mix						\$ -
HMA Paving			\$33,983.10	\$700,000.00	\$560,000.00	\$ 1,293,983.10
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces			\$4,188.10	\$20,000.00	\$41,522.50	\$ 65,710.60
Highway,R.R.& Water Structures						\$ -
Drainage			\$20,000.00	\$10,000.00	\$140,000.00	\$ 170,000.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction			\$120,000.00	\$200,000.00	\$1,225,000.00	\$ 1,545,000.00
Landscaping						\$ -
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing	\$1,030.00	\$1,500.00	\$900.00			\$ 3,430.00
Cold Milling, Planning & Rotomilling			\$4,805.00		\$80,000.00	\$ 84,805.00
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$1,000.00	\$1,000.00	\$20,000.00	\$25,000.00	\$650,000.00	\$ 697,000.00
						\$ -
Totals	\$ 2,030.00	\$ 2,500.00	\$ 213,876.20	\$ 970,000.00	\$ 3,056,522.50	\$ 4,244,928.70

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Part III. Work Subcontracted to Others

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

	11	12	13	14	15
Subcontractor					
Type of Work	Electrical		Fencing	Brick Paving	Brick Paving
Subcontract Price	\$40,800.00	\$0.00	\$36,900.00	\$94,757.00	\$202,969.25
Amount Uncompleted	\$40,800.00	\$0.00	\$36,900.00	\$5,000.00	\$180,000.00
Subcontractor					
Type of Work	Layout	Electrical	Landscaping	Sewer Lining	Building Construction
Subcontract Price	\$5,000.00	\$158,594.00	\$75,660.40	\$110,081.25	\$1,135,000.00
Amount Uncompleted	\$0.00	\$60,000.00	\$75,660.40	\$0.00	\$1,135,000.00
Subcontractor					
Type of Work	Pavement Marking	Landscaping	Layout	Electrical	Electrical
Subcontract Price	\$4,185.00	\$25,801.40	\$7,200.00	\$748,329.02	\$2,318,000.00
Amount Uncompleted	\$0.00	\$0.00	\$7,200.00	\$200,000.00	\$1,500,000.00
Subcontractor					
Type of Work		Layout	Pavement Marking	Vibration Monitoring	Fencing
Subcontract Price		\$9,500.00	\$3,096.50	\$285,000.00	\$353,390.00
Amount Uncompleted		\$0.00	\$3,096.50	\$0.00	\$300,000.00
Subcontractor					
Type of Work		Line Stops	Site Video	Irrigation	Landscaping
Subcontract Price		\$20,300.00	\$1,000.00	\$11,840.00	\$257,240.00
Amount Uncompleted		\$0.00	\$1,000.00	\$6,000.00	\$210,000.00
Subcontractor					
Type of Work		Pavement Marking	Tree Care	Landscaping	Layout
Subcontract Price		\$8,852.65	\$11,475.00	\$227,607.42	\$63,000.00
Amount Uncompleted		\$8,852.65	\$11,475.00	\$70,000.00	\$45,000.00
Subcontractor					
Type of Work		Traffic Control		Layout	Pavement Marking
Subcontract Price		\$172,803.30		\$108,000.00	\$40,000.00
Amount Uncompleted		\$5,000.00		\$10,000.00	\$40,000.00
Subcontractor					
Type of Work		Tree Care		Line Stops	Signage
Subcontract Price		\$4,400.00		\$37,000.00	\$39,600.00
Amount Uncompleted		\$0.00		\$0.00	\$39,600.00
Subcontractor					
Type of Work				Cracksealing	Site Video
Subcontract Price				\$183,240.75	\$5,000.00
Amount Uncompleted				\$50,000.00	\$0.00
Subcontractor					
Type of Work				Pavement Marking	Tree Care
Subcontract Price				\$63,618.92	\$16,722.00
Amount Uncompleted				\$53,000.00	\$1,000.00
Subcontractor					
Type of Work				Signage	
Subcontract Price				\$161,173.00	
Amount Uncompleted				\$120,000.00	
Subcontractor					
Type of Work		Tree Care		Tree Care	
Subcontract Price		\$2,850.00		\$35,927.00	
Amount Uncompleted		\$0.00		\$0.00	
Total Uncompleted	\$40,800.00	\$ 73,852.65	\$ 135,331.90	\$ 514,000.00	\$ 3,450,600.00
Totals	\$49,985.00	\$ 403,101.35	\$ 135,331.90	\$ 2,066,574.36	\$ 4,430,921.25



Affidavit of Availability
 For the Letting of 07/30/21

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Part I. Work Under Contract

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	16	17	18	19	20	
Contract Number						
Contract With	Winnetka	Deerfield	Niles	Stone Park	Winnetka	
Estimated Completion Date		55 Working Days	8/1/2021	90 Calendar Days		
Total Contract Price	\$ 1,274,734.71	\$ 1,958,824.17	\$ 104,562.00	\$ 694,713.90	\$ 3,533,333.29	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 6,000.00	\$ 393,261.50	\$ 31,093.50	\$ 694,713.90	\$ 1,135,528.74	\$ 2,260,597.64
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work						\$ 2,260,597.64

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

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

						Accumulated Totals
Earthwork	\$0.00	\$25,000.00		\$300.00	\$100,000.00	\$ 125,300.00
Portland Cement Concrete Paving	\$ -				\$0.00	\$ -
HMA Plant Mix						\$ -
HMA Paving		\$30,000.00	\$12,325.00	\$142,102.40	\$350,000.00	\$ 534,427.40
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces		\$10,000.00		\$4,317.00		\$ 14,317.00
Highway, R.R. & Water Structures						\$ -
Drainage		\$5,000.00		\$396,925.00	\$380,000.00	\$ 781,925.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction		\$50,000.00		\$73,440.00	\$180,000.00	\$ 303,440.00
Landscaping		\$35,000.00	\$510.00	\$8,500.00	\$25,000.00	\$ 69,010.00
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing			\$1,840.00			\$ 1,840.00
Cold Milling, Planning & Rotomilling		\$6,901.50		\$23,644.50	\$37,705.50	\$ 68,251.50
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$1,000.00	\$12,500.00	\$2,500.00	\$40,000.00	\$30,000.00	\$ 86,000.00
						\$ -
Totals	\$ 1,000.00	\$ 174,401.50	\$ 17,175.00	\$ 689,228.90	\$ 1,102,705.50	\$ 1,984,510.90

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Part III. Work Subcontracted to Others

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

	16	17	18	19	20
Subcontractor					
Type of Work	Brick Paving	HMA Paving	Electrical	Pavement Marking	Electrical
Subcontract Price	\$131,138.00	\$329,435.00	\$10,000.00	\$5,485.00	\$2,825.00
Amount Uncompleted	\$0.00	\$200,000.00	\$10,000.00	\$5,485.00	\$2,825.00
Subcontractor					
Type of Work	Electrical	Directional Drilling	Pavement Marking		Pavement Marking
Subcontract Price	\$361,173.59	\$66,640.00	\$3,918.50		\$29,998.24
Amount Uncompleted	\$5,000.00	\$0.00	\$3,918.50		\$29,998.24
Subcontractor					
Type of Work	Landscaping	Electrical			
Subcontract Price	\$20,917.00	\$18,860.00			
Amount Uncompleted	\$0.00	\$18,860.00			
Subcontractor					
Type of Work	Pavement Marking	Environmental			
Subcontract Price	\$1,668.15	\$4,200.00			
Amount Uncompleted	\$0.00	\$0.00			
Subcontractor					
Type of Work	Tree Care				
Subcontract Price	\$3,552.00				
Amount Uncompleted	\$0.00				
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	\$ 5,000.00	\$ 218,860.00	\$ 13,918.50	\$ 5,485.00	\$ 32,823.24
Totals	\$ 518,448.74	\$ 419,135.00	\$ 13,918.50	\$ 5,485.00	\$ 32,823.24



Affidavit of Availability
 For the Letting of 07/30/21

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Part I. Work Under Contract

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	21	22	23	24	25	
Contract Number					61G57	
Contract With	Fox Lake	Villa Park	IDOT	Schaumburg	IDOT	
Estimated Completion Date	90 Calendar Days	10/15/2021	70 Working Days	10/29/2021	110 Working Days	
Total Contract Price	\$ 517,952.00	\$ 1,637,041.99	\$ 2,498,941.39	\$ 1,117,285.80	\$ 2,386,230.07	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 517,952.00	\$ 1,636,041.99	\$ 2,365,623.34	\$ 1,027,100.28	\$ 2,249,110.87	\$ 7,795,828.48
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work						\$ 7,795,828.48

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

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						Accumulated Totals
Earthwork	\$34,993.00	\$164,711.80	\$260,935.80	\$187,086.60	\$15,598.00	\$ 663,325.20
Portland Cement Concrete Paving						\$ -
HMA Plant Mix						\$ -
HMA Paving	\$69,900.00	\$136,880.34	\$307,001.44	\$184,834.31	\$48,298.09	\$ 746,914.18
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces	\$6,000.00	\$30,106.75	\$69,168.80	\$62,887.35	\$62,865.00	\$ 231,027.90
Highway, R.R. & Water Structures						\$ -
Drainage	\$24,950.00	\$933,727.00	\$733,619.00	\$50,000.00	\$177,229.00	\$ 1,919,525.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$166,975.00	\$138,730.70	\$261,849.25	\$157,713.90	\$828,866.00	\$ 1,554,134.85
Landscaping	\$23,234.00					\$ 23,234.00
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing	\$1,800.00		\$2,485.00	\$2,145.00	\$33,380.00	\$ 39,810.00
Cold Milling, Planning & Rotomilling	\$7,200.00	\$3,130.00	\$20,591.30		\$4,944.00	\$ 35,865.30
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$85,000.00	\$100,000.00	\$175,000.00	\$100,000.00	\$484,051.44	\$ 944,051.44
						\$ -
Totals	\$ 420,052.00	\$ 1,507,286.59	\$ 1,830,650.59	\$ 744,667.16	\$ 1,655,231.53	\$ 6,157,887.87

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Part III. Work Subcontracted to Others

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

	21	22	23	24	25
Subcontractor					
Type of Work	Electrical	CIPP	Electrical	Electrical	Electrical
Subcontract Price	\$89,910.00	\$39,992.00	\$382,349.40	\$198,313.22	\$200,712.16
Amount Uncompleted	\$89,910.00	\$39,992.00	\$382,349.40	\$198,313.22	\$200,712.16
Subcontractor					
Type of Work	Environmental	Fencing	Fencing & Guardrail	Irrigation	Environmental
Subcontract Price	\$2,090.00	\$6,325.00	\$49,598.75	\$17,095.00	\$27,130.00
Amount Uncompleted	\$2,090.00	\$6,325.00	\$49,598.75	\$17,095.00	\$27,130.00
Subcontractor					
Type of Work	Layout	Landscaping	Landscaping	Landscaping	Fencing
Subcontract Price	\$5,000.00	\$40,524.00	\$48,223.65	\$35,557.70	\$88,404.00
Amount Uncompleted	\$5,000.00	\$40,524.00	\$48,223.65	\$35,557.70	\$88,404.00
Subcontractor					
Type of Work	Tree Care	Layout	Layout	Layout	Landscaping
Subcontract Price	\$900.00	\$15,000.00	\$20,000.00	\$9,000.00	\$211,926.23
Amount Uncompleted	\$900.00	\$15,000.00	\$20,000.00	\$9,000.00	\$211,926.23
Subcontractor					
Type of Work		Pavement Marking	Pavement Marking	LJS	Layout
Subcontract Price		\$4,646.40	\$12,751.95	\$13,546.40	\$27,000.00
Amount Uncompleted		\$4,646.40	\$12,751.95	\$13,546.40	\$27,000.00
Subcontractor					
Type of Work		Sewer Cleaning	Environmental	Pavement Marking	Pavement Marking
Subcontract Price		\$3,393.00	\$12,705.00	\$6,245.80	\$20,070.45
Amount Uncompleted		\$3,393.00	\$12,705.00	\$6,245.80	\$20,070.45
Subcontractor					
Type of Work		Site Video	Tree Care	Tree Care	Site Video
Subcontract Price		\$ 1,000.00	\$9,344.00	\$2,675.00	\$5,000.00
Amount Uncompleted		\$ 1,000.00	\$9,344.00	\$2,675.00	\$5,000.00
Subcontractor					
Type of Work		Tree Care			Tree Care
Subcontract Price		\$17,875.00			\$13,636.50
Amount Uncompleted		\$17,875.00			\$13,636.50
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$ 97,900.00	\$ 128,755.40	\$ 534,972.75	\$ 282,433.12	\$ 593,879.34
Totals	\$ 97,900.00	\$ 128,755.40	\$ 534,972.75	\$ 282,433.12	\$ 593,879.34



Affidavit of Availability
 For the Letting of 07/30/21

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Part I. Work Under Contract

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	26	27	28	29	30	
Contract Number						
Contract With	Northlake	Mt. Prospect	River Forest	IDOT	Schiller Park	
Estimated Completion Date	10/15/2021	90 Calendar Days	120 Calendar Days	55 Working Days	7/25/2021	
Total Contract Price	\$ 3,584,685.75	\$ 1,247,863.20	\$ 797,190.60	\$ 574,435.29	\$ 664,599.66	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 412,082.50	\$ 1,247,863.20	\$ 797,190.60	\$ 522,261.79	\$ 313,955.92	\$ 3,293,354.01
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work						\$ 3,293,354.01

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		\$340.00	\$153,318.30	\$39,255.00	\$11,215.25	\$ 204,128.55
Portland Cement Concrete Paving			\$245,166.00			\$ 245,166.00
HMA Plant Mix						\$ -
HMA Paving	\$210,000.00	\$198,364.80	\$11,420.00	\$37,767.29	\$14,740.67	\$ 472,292.76
Clean & Seal Cracks/ Joints		\$0.00				\$ -
Aggregate Bases & Surfaces			\$59,118.00	\$12,376.00		\$ 71,494.00
Highway,R.R. & Water Structures						\$ -
Drainage		\$793,530.00	\$121,650.00	\$5,000.00	\$276,000.00	\$ 1,196,180.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction		\$41,870.00	\$93,137.50	\$119,124.00		\$ 254,131.50
Landscaping	\$15,000.00	\$50,000.00	\$8,401.00			\$ 73,401.00
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing				\$6,917.00		\$ 6,917.00
Cold Milling, Planning & Rotomilling		\$71,395.00		\$10,686.50		\$ 82,081.50
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$5,000.00	\$80,000.00	\$52,000.00	\$55,000.00	\$12,000.00	\$ 204,000.00
						\$ -
Totals	\$ 230,000.00	\$ 1,235,499.80	\$ 744,210.80	\$ 286,125.79	\$ 313,955.92	\$ 2,809,792.31

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Part III. Work Subcontracted to Others

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

	26	27	28	29	30
Subcontractor					
Type of Work	ARCCT	Directional Boring	Brick Paving	Brick Paving	
Subcontract Price	\$25,025.00	\$7,200.00	\$45,829.80	\$30,693.00	
Amount Uncompleted	\$10,000.00	\$7,200.00	\$45,829.80	\$30,693.00	
Subcontractor					
Type of Work	CIPP	Pavement Marking	Layout	Electrical	
Subcontract Price	\$804,170.00	\$5,163.40	\$7,150.00	\$75,095.00	
Amount Uncompleted	\$100,000.00	\$5,163.40	\$7,150.00	\$75,095.00	
Subcontractor					
Type of Work	Electrical			Irrigation	
Subcontract Price	\$86,170.25			\$35,500.00	
Amount Uncompleted	\$50,000.00			\$35,500.00	
Subcontractor					
Type of Work	Fencing			Landscaping	
Subcontract Price	\$2,250.00			\$56,481.00	
Amount Uncompleted	\$2,250.00			\$56,481.00	
Subcontractor					
Type of Work	Layout			Layout	
Subcontract Price	\$12,000.00			\$7,000.00	
Amount Uncompleted	\$0.00			\$7,000.00	
Subcontractor					
Type of Work	Line Stops			Pavement Marking	
Subcontract Price	\$5,600.00			\$7,237.00	
Amount Uncompleted	\$0.00			\$7,237.00	
Subcontractor					
Type of Work	Pavement Marking			Environmental	
Subcontract Price	\$8,945.50			\$12,190.00	
Amount Uncompleted	\$8,945.50			\$12,190.00	
Subcontractor					
Type of Work	Smoke Testing			Asphalt Stamping	
Subcontract Price	\$10,887.00			\$11,940.00	
Amount Uncompleted	\$10,887.00			\$11,940.00	
Total Uncompleted	\$ 182,082.50	\$ 12,363.40	\$ 52,979.80	\$ 236,136.00	\$ -
Totals	\$ 955,047.75	\$ 12,363.40	\$ 52,979.80	\$ 236,136.00	\$ -

Printed on 07/23/2021

BC 57 (Rev. 08/17/10)



Affidavit of Availability
For the Letting of 07/30/21

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	31	32	33	34	35	
Contract Number		61G09				
Contract With	Wilmette	IDOT	Niles	Villa Park	York Township	
Estimated Completion Date	9/17/2021	60 Working Days	11/5/2021	180 Calendar Days	7/1/2022	
Total Contract Price	\$ 1,894,282.40	\$ 1,304,037.15	\$ 1,675,346.05	\$ 3,054,459.02	\$ 3,959,337.48	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 1,894,282.40	\$ 927,986.42	\$ 1,675,346.05	\$ 3,054,459.02	\$ 3,959,337.48	\$ 11,511,411.37
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work						\$ 11,511,411.37

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	\$128,685.85	\$15,000.00	\$118,856.00	\$61,083.00	\$305,411.70	\$ 629,036.55
Portland Cement Concrete Paving			\$181,288.00			\$ 181,288.00
HMA Plant Mix						\$ -
HMA Paving	\$98,902.50	\$677,430.15	\$486,534.10	\$357,136.37	\$581,305.00	\$ 2,201,308.12
Clean & Seal Cracks/ Joints					\$27,401.00	\$ 27,401.00
Aggregate Bases & Surfaces	\$22,472.00		\$14,669.70	\$6,628.60	\$7,964.00	\$ 51,734.30
Highway,R.R. & Water Structures						\$ -
Drainage	\$234,682.50		\$163,940.00		\$1,204,819.00	\$ 1,603,441.50
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$645,880.50	\$20,000.00	\$398,670.50	\$533,589.40	\$715,174.68	\$ 2,313,315.08
Landscaping	\$46,212.00		\$23,135.75	\$105,691.35	\$277,938.30	\$ 452,977.40
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing			\$4,621.50	\$8,200.00		\$ 12,821.50
Cold Milling, Planing & Rotomilling	\$110,807.55	\$102,841.92	\$135,657.50	\$145,112.50	\$68,117.50	\$ 562,536.97
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$107,111.00	\$30,000.00	\$114,080.00	\$274,000.00	\$509,000.00	\$ 1,034,191.00
						\$ -
Totals	\$ 1,394,753.90	\$ 845,272.07	\$ 1,641,453.05	\$ 1,491,441.22	\$ 3,697,131.18	\$ 9,070,051.42

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Part III. Work Subcontracted to Others

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

	31	32	33	34	35
Subcontractor					
Type of Work	Brick Paving	Electrical	Irrigation	Pavement Marking	Brick Paving
Subcontract Price	\$116,022.70	\$7,084.00	\$2,310.00	\$6,762.80	\$81,780.00
Amount Uncompleted	\$116,022.70	\$7,084.00	\$2,310.00	\$6,762.80	\$81,780.00
Subcontractor					
Type of Work	Electrical	Landscaping	Layout	Sewer & Water	Guardrail
Subcontract Price	\$9,025.00	\$9,506.45	\$21,400.00	\$1,546,350.00	\$21,709.00
Amount Uncompleted	\$9,025.00	\$9,506.45	\$21,400.00	\$1,546,350.00	\$21,709.00
Subcontractor					
Type of Work	Irrigation	Layout	Pavement Marking	Site Video	LJS
Subcontract Price	\$14,830.00	\$12,800.00	\$8,833.00	\$2,500.00	\$28,200.00
Amount Uncompleted	\$14,830.00	\$5,000.00	\$8,833.00	\$2,500.00	\$28,200.00
Subcontractor					
Type of Work	Layout	Pavement Marking	Tree Care	Tree Care	Pavement Marking
Subcontract Price	\$7,500.00	\$26,123.90	\$1,350.00	\$7,405.00	\$3,312.00
Amount Uncompleted	\$7,500.00	\$26,123.90	\$1,350.00	\$7,405.00	\$3,312.00
Subcontractor					
Type of Work	Pavement Marking	Sewer			Retaining Wall
Subcontract Price	\$9,661.10	\$56,040.00			\$95,000.00
Amount Uncompleted	\$9,661.10	\$20,000.00			\$95,000.00
Subcontractor					
Type of Work	Tree Care	Traffic Control			SRCCT
Subcontract Price	\$10,340.00	\$33,750.00			\$20,675.30
Amount Uncompleted	\$10,340.00	\$15,000.00			\$20,675.30
Subcontractor					
Type of Work	HMA Paving				Tree Care
Subcontract Price	\$ 332,149.70				\$11,530.00
Amount Uncompleted	\$ 332,149.70				\$11,530.00
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$ 499,528.50	\$ 82,714.35	\$ 33,893.00	\$ 1,563,017.80	\$ 262,206.30
Totals	\$ 499,528.50	\$ 145,304.35	\$ 33,893.00	\$ 1,563,017.80	\$ 262,206.30

Printed on 07/23/2021

BC 57 (Rev. 08/17/10)



Affidavit of Availability
 For the Letting of 07/30/21

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**

	36	37	38	39	40	
Contract Number						
Contract With	Hoffman Estates	Western Springs	Wilmette	Palatine PD		
Estimated Completion Date	30 Working Days	105 Working Days	10/1/2021			
Total Contract Price	\$359,365.87	\$ 1,657,345.16	\$ 754,905.73	\$ 569,633.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 100.00	\$ 1,657,345.16	\$ 754,905.73	\$ 569,633.00	\$ -	\$ 2,981,983.89
Uncompleted Dollar Value if Firm is the Subcontractor					\$ -	\$ -
Total Value of All Work						\$ 2,981,983.89

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		\$205,829.20	\$144,657.00	\$131,225.00		\$ 481,711.20
Portland Cement Concrete Paving	\$0.00	\$351,540.00				\$ 351,540.00
HMA Plant Mix						\$ -
HMA Paving		\$7,945.00	\$29,832.00	\$151,000.00		\$ 188,777.00
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces		\$132,584.50	\$56.00	\$65,020.00		\$ 197,660.50
Highway, R.R. & Water Structures						\$ -
Drainage		\$528,268.00	\$106,584.75	\$84,998.00		\$ 719,850.75
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction		\$152,258.65		\$73,720.00		\$ 225,978.65
Landscaping		\$84,184.61	\$18,799.00	\$3,750.00		\$ 106,733.61
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing				\$2,800.00		\$ 2,800.00
Cold Milling, Planning & Rotomilling	\$0.00	\$ -	\$43,543.00	\$4,620.00		\$ 48,163.00
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$100.00	\$170,475.00	\$73,675.50	\$44,500.00		\$ 288,750.50
						\$ -
Totals	\$ 100.00	\$ 1,633,084.96	\$ 417,147.25	\$ 561,633.00	\$ -	\$ 2,611,965.21

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Part III. Work Subcontracted to Others

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

	36	37	38	39	40
Subcontractor					
Type of Work	Pavement Marking	Layout	HMA Paving	Layout	
Subcontract Price	\$6,783.00	\$18,365.00	\$163,396.39	\$5,000.00	
Amount Uncompleted	\$0.00	\$18,365.00	\$163,396.39	\$5,000.00	
Subcontractor					
Type of Work	Tree Care	Pavement Marking	Brick Paving	Pavement Marking	
Subcontract Price	\$1,500.00	\$3,895.20	\$11,197.50	\$2,500.00	
Amount Uncompleted	\$0.00	\$3,895.20	\$11,197.50	\$2,500.00	
Subcontractor					
Type of Work		Site Video	Concrete	Tree Care	
Subcontract Price		\$2,000.00	\$149,758.50	\$500.00	
Amount Uncompleted		\$2,000.00	\$149,758.50	\$500.00	
Subcontractor					
Type of Work			Electrical		
Subcontract Price			\$2,850.00		
Amount Uncompleted			\$2,850.00		
Subcontractor					
Type of Work			Layout		
Subcontract Price			\$3,254.09		
Amount Uncompleted			\$3,254.09		
Subcontractor					
Type of Work			Pavement Marking		
Subcontract Price			\$2,742.00		
Amount Uncompleted			\$2,742.00		
Subcontractor					
Type of Work			Tree Care		
Subcontract Price			\$ 4,560.00		
Amount Uncompleted			\$ 4,560.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$ -	\$ 24,260.20	\$ 337,758.48	\$ 8,000.00	\$ -
Totals	\$ 8,283.00	\$ 24,260.20	\$ 337,758.48	\$ 8,000.00	\$ -

Printed on 07/23/2021

BC 57 (Rev. 08/17/10)



Affidavit of Availability
 For the Letting of 07/30/21

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Part I. Work Under Contract

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

	41	42	43	44	45	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		\$ -	\$ -	\$ -	\$ -	\$ -
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work						\$ -

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

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Part III. Work Subcontracted to Others

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

	41	42	43	44	45
Subcontractor					
Type of Work				Electrical	
Subcontract Price				\$94,000.00	
Amount Uncompleted				\$0.00	
Subcontractor					
Type of Work				Fencing	
Subcontract Price				\$61,500.00	
Amount Uncompleted				\$0.00	
Subcontractor					
Type of Work				Layout	
Subcontract Price				\$9,500.00	
Amount Uncompleted				\$0.00	
Subcontractor					
Type of Work				Pavement Marking	
Subcontract Price				\$3,500.00	
Amount Uncompleted				\$0.00	
Subcontractor					
Type of Work				Tree Care	
Subcontract Price				\$13,206.00	
Amount Uncompleted				\$0.00	
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	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -	\$ 181,706.00	\$ -



Affidavit of Availability
 For the Letting of 07/30/21

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Part I. Work Under Contract

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

	46	47	48	49	50	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ -	\$ -		\$ -	\$ -	\$ -
Uncompleted Dollar Value if Firm is the Subcontractor			\$ -	\$ -	\$ -	\$ -
Total Value of All Work						\$ -

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

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

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

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Part III. Work Subcontracted to Others

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

	46	47	48	49	50
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price	\$ -				
Amount Uncompleted	\$ -	\$ -			
Total Uncompleted	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -	\$ -	\$ -



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Part I. Work Under Contract

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	51	52	53	54	55	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Uncompleted Dollar Value if Firm is the Subcontractor		\$ -		\$ -	\$ -	\$ -
Total Value of All Work						\$ -

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

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

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	56	57	58	59	60	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work						\$ -

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

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

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Part III. Work Subcontracted to Others

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

	56	57	58	59	60
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
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Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -	\$ -	\$ -



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	61	62	63	64	65	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
Total Value of All Work						\$ -

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

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.

	61	62	63	64	65
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -	\$ -	\$ -



SUMMARY SHEETS

Affidavit of Availability
 For the Letting of 07/30/21

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**

Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						SUMMARY
Uncompleted Dollar Value if Firm is the Prime Contractor						Accumulated Totals
Uncompleted Dollar Value if Firm is the Subcontractor						\$ 47,749,134.58
						\$ -
Total Value of All Work						\$ 47,749,134.58

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						\$ 4,024,414.70
Portland Cement Concrete Paving						\$ 777,994.00
HMA Plant Mix						\$ -
HMA Paving						\$ 6,864,543.47
Clean & Seal Cracks/ Joints						\$ 46,830.50
Aggregate Bases & Surfaces						\$ 1,125,693.30
Highway, R.R. & Water Structures						\$ -
Drainage						\$ 7,242,111.25
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction						\$ 7,715,785.33
Landscaping						\$ 1,152,326.66
Fencing						\$ 2,812.50
Guardrail						\$ -
Painting						\$ -
Signing						\$ 88,984.50
Cold Milling, Planning & Rotomilling						\$ 1,195,898.82
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)						\$ 4,311,305.07
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,548,700.10

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.

Subcontractor					
Type of Work					
Subcontract Price	\$ -	\$ -	\$ -	\$ -	\$ -
Amount Uncompleted	\$ -	\$ -	\$ -	\$ -	\$ -
Subcontractor					
Type of Work					
Subcontract Price	\$ -	\$ -	\$ -	\$ -	\$ -
Amount Uncompleted	\$ -	\$ -	\$ -	\$ -	\$ -
Subcontractor					
Type of Work					
Subcontract Price	\$ -	\$ -	\$ -	\$ -	\$ -
Amount Uncompleted	\$ -	\$ -	\$ -	\$ -	\$ -
Subcontractor					
Type of Work					
Subcontract Price	\$ -	\$ -	\$ -	\$ -	\$ -
Amount Uncompleted	\$ -	\$ -	\$ -	\$ -	\$ -
Subcontractor					
Type of Work					
Subcontract Price	\$ -	\$ -	\$ -	\$ -	\$ -
Amount Uncompleted	\$ -	\$ -	\$ -	\$ -	\$ -
Total Uncompleted	\$ -	\$ -	\$ -	\$ -	\$ -
SUMMARY TOTALS	\$ -	\$ -	\$ -	\$ -	\$ 13,200,434.48

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

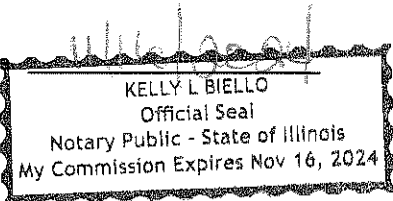
this 3 day of July, 2021

Kelly L. Biello
Notary Public

Type or Print Adele Lampignano President
Officer or Director Title

Signed Adele Lampignano

My commission expires



(Notary Seal)

Company A Lamp Concrete Contractors, Inc.

Address 1900 Wright Blvd.
Schaumburg, Illinois 60193



RE: Bonding Limits for A. Lamp Concrete Contractors, Inc.

To Whom It May Concern:

Please be advised that The Hanover Insurance Company of Worcester, MA has had the continuing privilege of providing bonding support to A. Lamp Concrete Contractors, Inc. of Schaumburg, IL. The Hanover Insurance Company has a Best Insurance Guide rating of A XV. We currently have a bonding line established with single limitations of \$30,000,000 and aggregate limitation of \$75,000,000. **By no means do these limits constitute maximums, as we will consider larger projects at the time a request is submitted to our company.**

Should A. Lamp Concrete Contractors, Inc. become low bidder on any project, The Hanover Insurance Company will provide the necessary performance and payment bonds upon favorable review of the contract documents and current underwriting documents.

We hold A. Lamp Concrete Contractors, Inc. in the highest regard and look forward to providing any further assistance that may be necessary. Please feel free to contact us with any questions or comments at (800) 264-1634.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Chambers", written over a horizontal line.

Thomas O. Chambers
Attorney-in-Fact
The Hanover Insurance Company



MEMBER

2626 49th Drive, Franksville, WI 53126
PHONE: 262.835.9578 or 800.264.1634
FAX: 262.835.9649
WEBSITE: www.shorewestsurety.com

Village of Downers Grove – 2021 Norfolk Sidewalk Installation (S-012-21)

BID SUBMITTAL CHECKLIST

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

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

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

A. Lamp Concrete Contractors, Inc.

1900 Wright Blvd

Schaumburg, IL 60193

OWNER:

(Name, legal status and address)

Village of Downers Grove

801 Burlington Avenue

Downers Grove, IL 60515

BOND AMOUNT: *FIVE PERCENT OF AMOUNT BID*****

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company

440 Lincoln Street
Worcester, MA 01653

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

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

PROJECT:

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

2021 Norfolk St Sidewalk Installation

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 **3rd** day of **August** **2021**

A. Lamp Concrete Contractors, Inc.

Keely Buella

(Witness)

Adela Lampignano

(Principal) SEAL
President

(Title)

Jacqui Sheldon

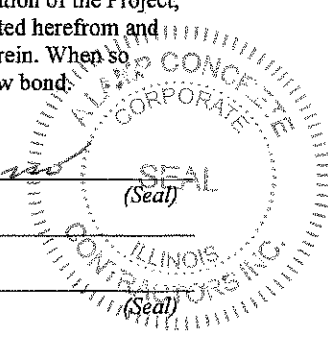
(Witness)

The Hanover Insurance Company

(Surety) SEAL

(Title)

Todd Schaap, Attorney-in-Fact



Init.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Thomas O. Chambers, Todd Schaab, Daniel Gibson, Eric Olson, Kimberly S. Rasch, Jackie Sheldon and/or Josie Benson

Of Shorewest Surety Services, Inc. of Racine, WI each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 15th day of March, 2017.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche
John C. Roche, EVP and President



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki
James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 15th day of March, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 3rd day of August 2021

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

STATE OF WISCONSIN)

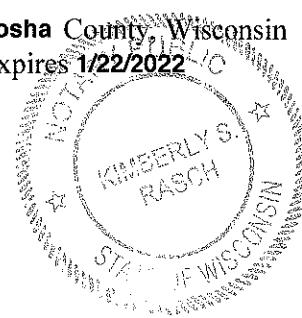
COUNTY OF **Kenosha**)

ON THIS 3rd day of August, 2021,

before me, a notary public, within and for said County and State, personally appeared Todd Schaap to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the The Hanover Insurance Company, a corporation of New Hampshire, created, organized and existing under and by virtue of the laws of the State of New Hampshire; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Todd Schaap did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Kimberly S. Rasch

Kimberly S. Rasch
Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **1/22/2022**





Village of Downers Grove

Contractor Evaluation

Contractor: A Lamp Concrete Contractors, Inc.

Project: Indianapolis Cross Drendel Drainage Road Sidewalk Improvements

Primary Contact: Dino Marzulli Phone: 847-275-0170

Time Period: September 2019 to May 2020

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion: The project was completed after the original completion date; however, this was not at the fault of the contractor.

Change Orders (attach information if needed):

Difficulties / Positives: The contractor displayed extreme lack of internal coordination. The contractor did not maintain on-site supervision as required by the contract.

Interaction with public:

Excellent Good Average Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Reviewers: Jim Tock

Date: 8/24/2020