

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**5/2/2023**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Award of Contract - Saratoga Sidewalk Improvements (TR-033)	David Moody Assistant Public Works Director - Operations

**SYNOPSIS**

A motion is requested to award a contract for the 2023 Saratoga Avenue Sidewalk Installation to A Lamp Concrete Contractors, Inc., of Schaumburg, IL, in the amount of \$139,736.25.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2021 to 2023 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY23 budget includes a total of \$107,000 in the Ogden Avenue TIF Fund for this project. The remaining funds are available in the fund balance of the Oden Avenue TIF.

**RECOMMENDATION**

Approval on the May 2, 2023 consent agenda.

**BACKGROUND**

In February 2020, the Village Council accepted the High School Pedestrian Safety Study (HSPSS). The primary goal of the HSPSS is to improve pedestrian safety in the areas surrounding both high schools. Several recommended improvements in the vicinity of North and South High Schools are included in the study, and have been incorporated into the Village's Community Investment Program.

One of the projects from the study is to install new sidewalk on Saratoga from Sherman to Grant. This project consists of constructing approximately 3,889 square feet of sidewalk, modify existing adjacent sidewalk crossings, and all other collateral work such as erosion control and parkway restoration.

A Call for Bids was issued and published in accordance with the Village's Purchasing Policy. Four bids were received by the due date of April 12, 2023. Below is the synopsis of the bids received.

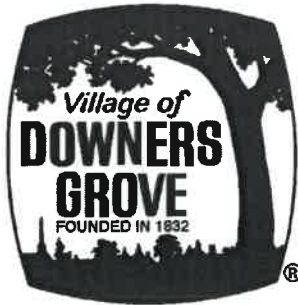
<b>Contractor</b>	<b>Total Bid</b>	
<b>A Lamp Concrete Contractors, Inc.</b>	<b>\$139,736.25</b>	<b>Low Bid</b>
Davis Concrete Construction	\$164,020.00	
Copenhaver Construction, Inc.	\$198,675.69	
Acura, Inc.	\$212,606.50	

Staff recommends award of this contract to A Lamp Concrete Contractors, Inc., who satisfactorily completed the Norfolk Street sidewalk project in 2021, as well as sidewalk projects for the Village of Schaumburg and the City of Highland Park.

**ATTACHMENTS**

Contract

Contractor Evaluation



## CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: A Lamp Concrete Contractors, Inc.
- II. Instructions and Specifications:
- |                                  |   |
|----------------------------------|---|
| A. Bid No.:                      | <u>TR-033</u>                                     |
| B. DemandStar Bid No.            | <u>CFB-14-0-2023/PH</u>                           |
| C. For:                          | <u>2023 Saratoga Avenue Sidewalk Installation</u> |
| D. Bid Opening Date/Time:        | <u>Wednesday, April 12, 2023 @ 10:00AM</u>        |
| E. Pre-Bid Conference Date/Time: | <u>None</u>                                       |
| F. Pre-Bid Conference Location:  | <u>None</u>                                       |
- III. Required of All Bidders:
- |  |            |
|--|------------|
| A. Bid Deposit:  | <u>5%</u>  |
| B. Letter of Capability of Acquiring Performance Bond: | <u>YES</u> |
- IV. Required of Awarded Contractor(s)
- |  |            |
|--|------------|
| A. Performance Bond or Letter of Credit: | <u>YES</u> |
| B. Certificate of Insurance:             | <u>YES</u> |

Legal Advertisement Published: Wednesday, March 29, 2023

This document comprises 60 pages.

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

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

**CALL FOR BIDS – FIXED WORKS PROJECT****Bid No.: TR-033**

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

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

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

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

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

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

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

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

## **I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS**

### **1. GENERAL**

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

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

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

must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.

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

#### **4. BID SUBMISSION**

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

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

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

#### **5. BID MODIFICATION OR WITHDRAWAL**

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

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

#### **6. BID REJECTION**

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

#### **7. BIDDER COMPETENCY**

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

#### **8. BIDDER DISQUALIFICATION**

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

a Bidder and the rejection of their Bid.

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

8.1.2 Evidence of collusion among Bidders.

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

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

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

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

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

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

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

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

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

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

## **9. BASIS OF AWARD**

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

## **10. AWARD OF CONTRACT**

10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder).

10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening

of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

#### **11. RETURN OF BID DEPOSIT**

- 11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) days after the opening of Bids. The remaining bid deposits of each contractor will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

#### **12. FAILURE TO ENTER INTO CONTRACT**

- 12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

- 12.2 Failure on the part of the successful Bidder to provide the Village a construction schedule for approval within ten (10) calendar days from the date of receipt of the Notice of Award from the Village, and, if required, provide a modified construction schedule as requested by the Village within an additional five (5) calendar days, may be considered as just cause for the revocation of the award. In such case, the Bidder's bid security shall then be forfeited to the Village, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

- 12.3 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty, but in payment of liquidated damages sustained as the result of such failure to execute the Contract.

- 12.4 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

#### **13. SECURITY FOR PERFORMANCE**

- 13.1 The successful Bidder shall, within ten (10) days after acceptance of the Bidder's Bid by the Village, furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the Bid. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

#### **14. TAX EXEMPTION**

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

identification number will also be provided to the selected Bidder.

**15. RESERVED RIGHTS**

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

**16. CATALOGS AND SHOP DRAWINGS**

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

**17. TRADE NAMES AND SUBSTITUTIONS**

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

## **II. TERMS AND CONDITIONS**

### **18. VILLAGE ORDINANCES**

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

### **19. USE OF VILLAGE'S NAME**

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

### **20. HOURS OF WORK**

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

### **21. PERMITS AND LICENSES**

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

### **22. INSPECTION**

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

### **23. DELIVERIES**

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

### **24. SPECIAL HANDLING**

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

**25. NONDISCRIMINATION**

25.1 Contractor shall, as a party to a public contract:

25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

25.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 *et seq.*, The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 *et seq.*, and The Americans with Disabilities Act, 42 U.S.C. Secs. 12101 *et seq.*

**26. SEXUAL HARASSMENT POLICY**

26.1 The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

26.1.4 Describes the Contractor's internal complaint process including penalties;

26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**27. EQUAL EMPLOYMENT OPPORTUNITY**

27.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

27.1.1 That it will not discriminate against any employee or applicant for employment because of

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

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

## **28. DRUG FREE WORK PLACE**

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

28.1.1 Publishing a statement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

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

**30. PREVAILING WAGE ACT**

- 30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website ([www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM)) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates throughout the duration of this Contract.
- 30.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker’s name, address, telephone number when available, the last four digits of the worker’s social security number, gender, race, ethnicity, veteran’s status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker’s hourly wage rate, the worker’s hourly overtime wage rate, the worker’s hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor (IDOL) and must be preserved for five (5) years from the date of the last payment on the public work.
- 30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to IDOL no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Filing false records is a Class A misdemeanor.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder’s Certification.
- 30.6 Any bond furnished as security for performance shall include a provision that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

**31. PATRIOT ACT COMPLIANCE**

- 31.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order

13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney’s fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**32. INSURANCE REQUIREMENTS**

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

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

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

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

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

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

### **33. INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

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

### **34. SUBLETTING OF CONTRACT**

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

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

### **35. TERMINATION OF CONTRACT**

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

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

### **36. BILLING AND PAYMENT PROCEDURES**

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

payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60-day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60-day period, until final payment is made.

- 36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.
- 36.3 As this Contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2 and pursuant to section 30.4 of this Call For Bid, the Contractor shall provide an IDOL certification and case number to the Village along with the invoice. No invoice shall be paid without said records.
- 36.4 Please send all invoices to the attention of: Village of Downers Grove, Public Works, 5101 Walnut Ave., Downers Grove, IL 60515.

### **37. COMPLIANCE WITH OSHA STANDARDS**

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

### **38. CERCLA INDEMNIFICATION**

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

### **39. COPYRIGHT or PATENT INFRINGEMENT**

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

### **40. BUY AMERICA**

- 40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments

thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

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

#### **41. CAMPAIGN DISCLOSURE**

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

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

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

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

#### **42. GUARANTEE PERIOD**

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

#### **43. SUCCESSORS AND ASSIGNS**

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

#### **44. WAIVER OF BREACH OF CONTRACT**

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

#### **45. CHANGE ORDERS**

- 45.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or

price increase in writing.

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

**46. SEVERABILITY OF INVALID PROVISIONS**

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

**47. GOVERNING LAW AND VENUE**

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

**48. NOTICE**

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

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

And to the Contractor as designated on the Contract Form.

**49. AMENDMENT**

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

**50. COOPERATION WITH FOIA COMPLIANCE**

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

**51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT**

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

**52. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION**

- 52.1 Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and

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

### **III. GENERAL PROVISIONS**

#### **1. STANDARD SPECIFICATIONS**

- 1.1 The following standards shall govern the construction of the proposed improvements:
  - 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Seventh Edition, 2014 (the Water & Sewer Specs.); and
  - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2022; along with Supplemental Specifications and Recurring Special Provisions as adopted by the Illinois Department of Transportation, January 1, 2023 (collectively the “SSRBC”); and
  - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised January 2017.
  - 1.1.4 Standard Detail Drawings, Village of Downers Grove, Illinois revised January, 2019.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby ineffective and not a part of this Contract.

#### **2. COOPERATION OF CONTRACTOR**

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

#### **3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC**

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

in the completion of the Work specified in this Contract.

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

#### 4. PROSECUTION AND PROGRESS

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

4.1.1 The Contractor shall schedule his work such that all improvements shall be complete by **Monday, July 24, 2023**. 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 Work cannot begin until Monday June 12, 2023.**

**4.1.3.2 Work occurring at the driveway to the School District 99 parking lot entrance must be planned around the departure of the school buses in the morning and afternoon, Monday through Thursday. The PCC sidewalk across the drive must be framed and poured on a Friday so the school may use the drive on the following Monday. The HMA driveway should also be prepped and installed on a Friday.**

**4.1.3.3 For the period prior to turf restoration, Contractor shall properly backfill, compact, and grade all disturbed areas within 5 calendar days of their completion. If conditions for sod placement fall outside of the specifications, temporary growth-inhibiting erosion control blanket shall be installed.**

**4.1.3.4 If specified conditions for final restoration with sod placement do not occur by the date specified in Section 4.1.1, final restoration with sod placement and plantings shall be completed by September 15, 2023.**

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

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

4.1.5 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans

or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.

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

## 5. MEASUREMENT AND PAYMENT

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

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

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

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

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

## 6. SCOPE OF WORK

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

6.1.1 Modify Article 104.02 as follows:

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

The Department reserves the right to make, in writing, at any time during work, changes in

quantities, alterations in work, and the performance of extra work to satisfactorily complete the project. Such changes in quantities, alterations, and extra work shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

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

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

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

- (a) All increases in work of the type which appear in the contract as pay items accompanied by unit prices will, except as provided under paragraph (d) herein, be paid for at the contract unit prices. Decreases in quantities included in the contract will be deducted from the contract at the unit bid prices. No allowance will be made for delays or anticipated profits.
- (b) Major items of work for which the quantities are increased ~~by not more than 125 percent or reduced to not less than 75 percent of the original contract quantities~~ OR DECREASED will be paid for as specified in paragraph (a) above. ~~Any adjustments for increased quantities for major items of work increased more than 125 percent shall only apply to that portion in excess of 125 percent of original contract quantities. Any adjustments made for major items of work which are decreased to less than 75 percent of the original contract quantities shall apply to the actual amount of work performed.~~
- (c) Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for according to Article 109.04.
- (d) Extra work for which there is a pay item at unit price in the contract which for any one or more of the following reasons materially increases or decreases the cost of the pay item as bid and which is not included in the prices bid for other items in the contract will be paid for according to Article 109.04. This includes:
  - (1) Work involving a substantial change of location.
  - (2) Work which differs in design.
  - (3) Work requiring a change in the type of construction.
- (e) In cases where the Department cancels or alters any portion of the contract items, items which are partially completed will be paid for as specified in Article 109.06.

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

## **IV. SPECIAL PROVISIONS**

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

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

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

### **SP-1 SCOPE OF WORK**

The 2023 Saratoga Ave Sidewalk Installation project shall generally consist of the following:

- Construction of approximately 3,889 square feet of sidewalk.
- Modifications to the existing adjacent sidewalk crossings.
- All other collateral work such as driveway replacements, tree 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 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 PRECONSTRUCTION VIDEOTAPING

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

**Basis of Payment:** This work will be paid for at the contract **LUMP SUM** price for: **PRECONSTRUCTION VIDEOTAPING**, which price shall be payment in full for the work as specified herein.

#### SP-4 CONSTRUCTION STAKING AND RECORD DRAWINGS

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

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

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

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

Prior to final payment and within 28 calendar days of substantial completion, as determined in section III.4.1.1, the Contractor shall provide the Village with record drawings showing the elevations of all constructed storm and sanitary sewer manholes, catch basins, inlets, clean-outs, and any other structures

defined by the Engineer as part of the project, including all rim elevations, and invert elevations of all pipes. Rim elevation of all curb structures shall be taken at the flowline of the gutter. Significant changes to the design plans shall also be depicted. Red-lined plans or electronically-generated as-built plans are acceptable. Digital copies of as-built drawings must also be provided (TIF files or approved equal), along with two full-sized paper copies. All work related to generating the as-built drawings shall be supervised by a licensed Illinois Land Surveyor.

**Basis of Payment:** This work will be paid for at the contract **LUMP SUM** price for: **CONSTRUCTION STAKING AND RECORD DRAWINGS**, which price shall be payment in full for the work as specified herein.

#### **SP-5 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS**

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

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

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

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

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

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

The Contractor shall maintain their 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 OTHER 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.

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.

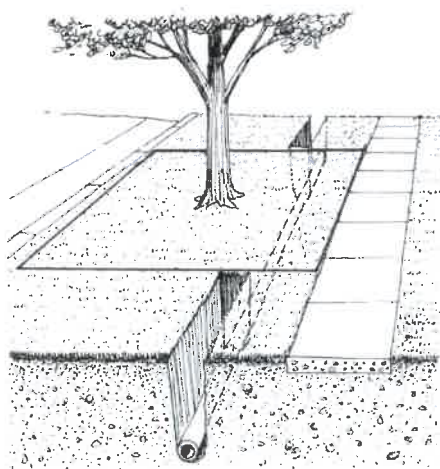
**SP-6 TREE PROTECTION**

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

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

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

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



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

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

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

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

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

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

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

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

The value or partial value of the tree lost shall be determined by the Village Forester using the most current edition of the Guide for Plant Appraisal (prepared by the Council of Tree & Landscape Appraisers and the International Society of Arboriculture) and the most current edition of the Species Ratings & Appraisal Factors for Illinois (prepared by the Illinois Arborist Association). The total cost determined for the

damage shall be deducted from the payments made to the Contractor for the project. Should the Village hire another Contractor or tree service to complete pruning work, these costs shall also be deducted from the payments made to the Contractor.

**Basis of Payment:** This work will be paid for at the contract unit price per FOOT for: **TREE PROTECTION**, which price shall be payment in full for the work as specified herein, except tree removal as defined by the standard specifications, which will be paid for separately.

#### **SP-7 EROSION AND 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 Standard Specifications, except as amended herein.

All downstream ditches shall be protected from erosion and sedimentation by the installation of silt fence or ditch checks; straw bales shall not be used. Piles of excavated material and/or trench backfill material, allowed to be in place in excess of three days, shall be protected against erosion and sedimentation runoff by use of silt fence. Storm sewer inlet structures or manholes shall be protected by temporary placement of geotextile fabric, filter baskets, or solid lids, as authorized in the field by the Engineer.

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

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

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

**Basis of Payment:** This work will be paid for at the contract FOOT and EACH price, respectively, for: **PERIMETER EROSION BARRIER and INLET FILTERS**, which price shall be payment in full for the work as specified herein.

#### **SP-8 STREET SWEEPING AND DUST CONTROL**

All roadway surfaces shall be kept free of dirt, mud, dust and debris of any kind throughout every phase of the

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

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

**Basis of Payment:** This work will be paid for at the contract unit price per **HOURLY** for **STREET SWEEPING AND DUST CONTROL**, which price shall be payment in full for the work as specified herein.

### **SP-9 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.

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-10 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-11 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-12 LANDSCAPE REMOVAL**

**Description:** This work shall consist of clearing the site by removal of all rubbish, shrubs, 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: **LANDSCAPE REMOVAL**, which price shall be payment in full for the work as specified herein.

#### **SP-13 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-14 PORTLAND CEMENT CONCRETE SIDEWALK, (DEPTH SPECIFIED)**

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

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

Excavation for new sidewalk shall be performed with a Gradall. Operating a Gradall on the parkways will not

be allowed. All excavation shall be made from the street unless otherwise approved by the Engineer. Excavation work utilizing a skid steer loader shall not be allowed.

Placement of sidewalk shall include the following:

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

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

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

**Basis for Payment:** This work shall be paid for at the contract unit price per **SQUARE FOOT** for: **P.C.C. SIDEWALK, (DEPTH SPECIFIED)**, which price shall be payment in full for the work as specified herein.

#### **SP-15 DETECTABLE WARNINGS**

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

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

**Basis for Payment:** This work shall be paid for at the contract unit price per **SQUARE FOOT** for: **DETECTABLE WARNINGS**, which price shall include all material, labor, and equipment necessary to complete this item.

**SP-16 HOT-MIX ASPHALT DRIVEWAY PAVEMENT, (SPECIAL)**

**Description:** This work shall consist of the replacement of hot-mix asphalt (HMA) 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 of CA-6 Aggregate Base, and the placement and compacting of eight inches (8") of Hot-Mix Asphalt comprised of six inches (6") of Hot-Mix Asphalt Binder, IL-19.0, N50 and finished with a minimum of two inches (2") of Hot-Mix Asphalt Surface, Mixture D, N50 (IL 9.5). Asphalt to be placed in compacted layers not to exceed four inches (4").

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 combination concrete curb and gutter. 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 PAVEMENT, (SPECIAL)**, which price shall be payment in full for the work as specified herein.

**SP-17 DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED**

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

*A. DRAINAGE AND UTILITY STRUCTURES*

This work shall consist of the removal and disposal of the existing frame and lid/grate; installation of the

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

*B. SANITARY MANHOLES*

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

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

**SP-18 COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.12**

**Description:** This work shall consist of the replacement of existing PCC Curb and Gutter in accordance with the applicable parts of Sec. 606 of the Standard Specifications, except as amended herein.

Replacement of curb and gutter shall include the placement of three-quarter inch (¾") premolded expansion joint filler along the back of curb, for the full depth of the curb and gutter, where abutting existing concrete.

Transverse expansion joints with ¾" joint filler shall be constructed at five feet (5') either side of utility structures, and at no more than ninety foot (90') intervals. All expansion joints shall include the placement of two (2) three-quarter inch (¾") dowel bars with pinched stop caps as specified on detail sheet. Two (2) three quarter inch (¾") dowel bars shall also be placed at all construction joints as specified on detail sheet and shall be drilled into existing curb and gutter a minimum of six inches (6").

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

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

When new curb and gutter is placed adjacent to concrete pavement or base, it shall be tied along the longitudinal construction joint with No. 6 (¾") bars at 24" centers in accordance with the applicable portions of Article 420.05 of the Standard Specifications.

Placement of curb and gutter as noted on Schedule of Quantities to be reinforced shall also include the placement of two (2) No. 4 (½") epoxy coated deformed reinforcement bars meeting the applicable portions of Section 508 of the Standard Specifications. Bars shall be placed at one-half depth of the body of the

gutter running the entire length of newly placed sections. Curb and gutter placed as described in this paragraph will be paid for as COMBINATION CONCRETE CURB AND GUTTER (TYPE SPECIFIED), REINFORCED.

All voids existing between newly placed curb and gutter and the adjacent roadway pavement shall be filled with Class SI concrete, prior to bituminous surface placement, to a point 3 inches below finish grade. This work shall be considered incidental.

**All curb and gutter that is in front of sidewalk crossings shall have a cross-slope of a minimum of one percent (1.0%) and a maximum of two percent (2.0%) to facilitate drainage and shall have a defined flow line of not greater than one half inch (1/2") from back of curb.**

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

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

**Basis of Payment:** This work will be paid for at the contract unit price per FOOT for COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.12, which price shall be payment in full for the work as specified herein.

**SP-19 CONCRETE CURB, TYPE B (VARIABLE HEIGHT)**

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.

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**, which price shall include all excavation, 4" aggregate base and for the work as specified herein.

#### **SP-20 MODULAR BLOCK RETAINING WALL**

**Description:** This work shall consist of the furnishing of materials and installation of a MODULAR BLOCK RETAINING WALL. This wall shall be constructed with high strength density concrete modular units, freeze thaw resistant with rear alignment flange providing a one and one-eighth inch (1 1/8") set back from a vertical plane with each course. Modular units shall be Unilock – Pisa 2 Natural or approved equal. Concrete Modular Retaining Wall units shall meet or exceed the standards outlined in ASTM C90-90 (Specification for Load Bearing Concrete Masonry Units): and ASTM C666-90 (Test Method for Resistance of Concrete to Rapid Freezing and Thawing).

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

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

Excavation shall be conducted as to obtain a 45-degree angle as measured from the heel of the retaining wall to the furthest point of excavation on the surface of the hill to be retained.

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

Wall units damaged during erection of the wall shall be replaced by the Contractor with new units. Excess excavated material resulting from the construction of the wall shall be removed from within the limits of the Village of Downers Grove. The excavation shall be in accordance with provision for EARTH EXCAVATION, SPECIAL.

Four (4) inches of topsoil shall be placed on a clay cap six (6) inches thick. The topsoil and sod restoration shall be in accordance with provision for PARKWAY RESTORATION, SPECIAL.

**Basis of Payment:** This Work shall be paid for at the contract unit price per **SQUARE FOOT** for: **MODULAR BLOCK RETAINING WALL**.

#### **SP-21 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 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, which shall include all labor, materials and equipment necessary to do the work.

**SP-22 CLASS D PATCHES, 3", SPECIAL**

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

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

Pavement patching shall include the saw cutting of existing pavement, transportation and disposal of all pavement, sub-base and subgrade materials to depth not less than three inches (3") in accordance with Sections 202, 205 and 440 of the Standard Specifications where marked in the field by the Engineer. Pavement patches shall vary in area but minimum width shall be measured at four and a half feet (4.5').

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

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

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

Add the following to Article 442.08 of the SSRBC.

**All Class D patches shall be 3" inches thick.**

**Method of Measurement:** Pavement removal and replacement shall be measured for payment in place

and the area computed in square yards. Patches shall be classified as CL D, 3”.

**Basis of Payment:** This work will be paid for at the contract unit price per **SQUARE YARD** for **CLASS D PATCH, 3”, SPECIAL**, which price shall be payment in full for the work as specified herein.

**SP-23 PARKWAY RESTORATION, SPECIAL**

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

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

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

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

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

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

**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 **PARKWAY RESTORATION, SPECIAL** 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. Unless otherwise directed by the Engineer restoration of disturbed parkways outside the limits of improvement will not be paid for

separately but shall be considered incidental to the contract. 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.

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

#### **SP-24 LANDSCAPE RESTORATION**

This item shall consist of restoring the landscaping for School District 99 as shown on the drawings. The landscaped areas disturbed by construction activities shall be restored with 4" of black dirt and topped with mulch which closely matches the existing mulch in those areas. No plantings shall be included.

This work will be paid for at the contract unit price per **SQUARE YARD** for **LANDSCAPE RESTORATION**, which price shall include backfill, 4" of topsoil and mulch within the area specified on the drawings.

#### **SP-25 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 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.

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-26 IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS**

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

certify that the soil is uncontaminated by use of IEPA form LPC-662.

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

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

- Reliable Lyons CCDD, 4226 Lawndale Ave, Lyons, IL 60534
- Hanson Material Service, 125 N Independence Blvd, Romeoville, IL 60446
- Bluff City Materials, 1245 Gifford Rd, Elgin, IL 60120
- Vulcan Materials, 5500 Joliet Rd, McCook, IL 60525
- Heartland Recycling Aurora CCDD, 213 Mettel Rd, Aurora, IL 60505

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

**Construction Requirements:** The Contractor shall be responsible for satisfactory removal and disposal of all waste material, asphalt, concrete, stone, dirt, and debris generated or discovered in the course of the work. Removal and disposal of excavation items being disposed of at a clean construction and demolition debris (CCDD) facility shall meet the requirements of Public Act 96-1416. This work shall be incidental

and shall not be paid for separately, with the exception of the **ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE** as specified below.

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

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

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

**Basis of Payment:** This work shall be paid for at the contract unit price per **LOAD** for **ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE**, which price shall be payment in full for the work as specified herein.

**SCHEDULE OF PRICES:**

ITEM NO.	ITEMS	UNIT	QNTY	UNIT PRICE	TOTAL COST
1	MOBILIZATION	LSUM	1	\$8,000.00	\$8,000.00
2	PRECONSTRUCTION VIDEOTAPING	L SUM	1	\$750.00	\$750.00
3	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1	\$3,000.00	\$3,000.00
4	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	L SUM	1	\$32,000.00	\$32,000.00
5	TREE PROTECTION	FOOT	400	\$1.00	\$400.00
6	PERIMETER EROSION BARRIER	FOOT	892	\$1.00	\$892.00
7	INLET FILTERS	EACH	10	\$15.00	\$150.00
8	STREET SWEEPING AND DUST CONTROL	HOUR	10	\$10.00	\$100.00
9	AGGREGATE FOR TEMPORARY ACCESS	TON	40	\$25.00	\$1,000.00
10	TREE ROOT PRUNING	FOOT	30	\$15.00	\$450.00
11	TREE PRUNING	EACH	5	\$150.00	\$750.00
12	LANDSCAPE REMOVAL	SQ YD	94	\$20.00	\$1,880.00
13	P.C.C. SIDEWALK REMOVAL	SQ FT	589	\$2.25	\$1,325.25
14	P.C.C SIDEWALK, 5 INCH	SQ FT	3,697	\$12.00	\$44,364.00
15	P.C.C SIDEWALK, 8 INCH	SQ FT	192	\$20.00	\$3,840.00
16	DETECTABLE WARNINGS	SQ FT	105	\$28.00	\$2,940.00
17	HMA DRIVEWAY REMOVAL	SQ YD	86	\$14.00	\$1,204.00
18	HMA DRIVEWAY PAVEMENT, SPECIAL	SQ YD	65	\$62.00	\$4,030.00
19	DRAINAGE & UTILTIY STRUCTURES TO BE ADJUSTED	EACH	4	\$675.00	\$2,700.00
20	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	199	\$8.00	\$1,592.00
21	COMBINATION CONCRETE CURB AND GUTTER, TYPE B6.12	FOOT	199	\$35.00	\$6,965.00

22	CONCRETE CURB, TYPE B (VARIABLE HEIGHT)	FOOT	31	\$75.00	\$2,325.00
23	MODULAR BLOCK RETAINING WALL	SQ FT	64	\$80.00	\$5,120.00
24	EARTH EXCAVATION, SPECIAL	CU YD	5	\$150.00	\$750.00
25	CLASS D PATCHES, 3", SPECIAL	SQ YD	84	\$40.00	\$3,360.00
26	PARKWAY RESTORATION, SPECIAL	SQ YD	456	\$15.00	\$6,840.00
27	GROWTH-INHIBITING EROSION CONTROL BLANKET	SQ YD	456	\$1.00	\$456.00
28	SUPPLEMENTAL WATERING	UNIT	13	\$1.00	\$13.00
29	LANDSCAPE RESTORATION	SQ YD	72	\$20.00	\$1,440.00
30	EXPLORATORY TRENCH, SPECIAL	CU YD	10	\$10.00	\$100.00
31	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	10	\$100.00	\$1,000.00

Total Base Bid \_\_\_\_\_

**\$139,736.25**

**V. BID and CONTRACT FORM**

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

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

**BIDDER:**

A Lamp Concrete Contractors, Inc.

Company Name

April 12, 2023

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

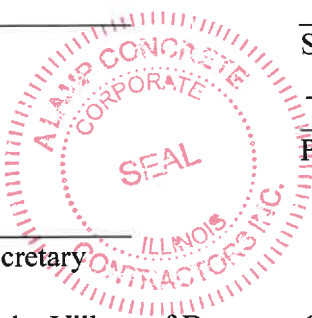
*Tiziana Lampignano*

Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

*[Handwritten Signature]*

Signature of Corporation Secretary



Tiziana Lampignano - President

Print Name & Title

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

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

Authorized Signature

Village Clerk

Title

Date

Date

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

**BIDDER'S CERTIFICATION (page 1 of 3)**

With regard to Saratoga Ave 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 each worker's name, address, telephone number when available, the last four digits of the worker's social security number, gender, race, ethnicity, veteran's status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. This record shall be sent to the Illinois Department of Labor no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. The records must be preserved for five (5) years following completion of the contract. Bidder certifies that Bidder and any subcontractors working on the project are aware that filing false payroll records is a Class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

**BIDDER'S CERTIFICATION (page 2 of 3)**

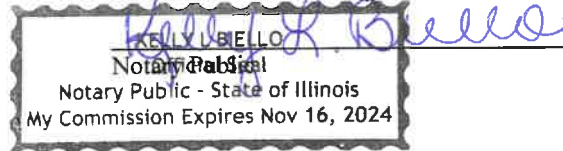
BY: Tiziana Lampignano  
Bidders Authorized Agent Signature  
Tiziana Lampignano - President

3 6 - 3 9 2 9 1 7 3

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 12th day of April, 2023



(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: Tiziana Lampignano

Secretary: Tracy Lampignano

Treasurer: Tracy 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.)

**(b) Limited Liability Company (LLC)**

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

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

**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: Hub International

AGENT: Jim Curylo

Street Address: 1411 Opus Place

City, State, Zip Code: Downers Grove, IL

Telephone Number: 630-468-5624

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: Tiziana Lampignano, President

Signature: *Tiziana Lampignano*

Date: April 12, 2023

**MUNICIPAL REFERENCE LIST**

Municipality: PLEASE AEE 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](http://www.alampconcrete.com)**

### 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) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

2) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

3) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

4) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

5) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

6) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

7) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

8) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_



## 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 Boulevard  
 CITY: Schaumburg  
 STATE: Illinois  
 ZIP: 60193  
 PHONE: 847-891-6000 FAX: 847-891-1873  
 TAX 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 | Corporation                                |
|                      | Government Agency                          |

SIGNATURE: Tiziana Lampignano DATE: April 12, 2023  
 Tiziana Lampignano - President

### 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: Tiziana Lampignano - President

Signature: 

Date: April 12, 2023

**LiUNA!**  
 Chicagoland  
**LABORERS'**  
 District Council Training & Apprentices Fund

GCC/IBT 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

Verificate 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 017990001

Registration No.



ROSE CHAS

Secretary of Labor

Anthony Suvage

Administrator, Apprenticeship Training, Employer and Labor Services

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

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

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

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

January 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

# U.S. DEPARTMENT OF LABOR OFFICE OF APPRENTICESHIP TRAINING, EMPLOYER AND LABOR SERVICES

**U.S. 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*

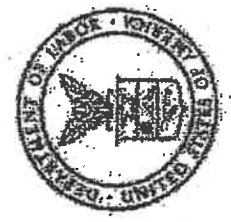
*Registered as part of the National Apprenticeship Program*

*in accordance with the basic standards of apprenticeship*

*established by the Secretary of Labor*

November 5, 2002  
Date

02 008780178  
Registration No.



*Loi. Chao*  
Secretary of Labor

*Anthony S. ...*  
Administrator, Apprenticeship Training, Employer and Labor Services

# United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150  
Plainfield, Illinois

For the Trade of Repairer (Heavy)

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

May 5, 2002

Date

IL012020003

Registration No.



*Loi. Chao*  
Secretary of Labor

*Anthony Sampa*  
Administrator, Apprenticeship Training, Employer and Labor Services

**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 Pyrona Lampignano

Company Name A Lamp Concrete Contractors, Inc.

Title President

Date April 12, 2023

***Certificate of Non-Compliance***

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

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

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

### Suspension or Debarment Certificate

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

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

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

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

Company Name: 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: Tiziana Lampignano Title of Official: President

Date: April 12, 2023

**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.

Tiziana Lampignano  
Signature

Tiziana 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

## 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.



**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



2626 49th Drive, Franksville, WI 53126  
PHONE: 262.835.9576 or 800.264.1634  
FAX: 262.835.9649  
WEBSITE: [www.shorewestsurety.com](http://www.shorewestsurety.com)



[HUB International.com](http://HUB International.com)

1411 Opus Place • Suite 450  
Downers Grove, IL 60515  
Toll-free: 888-236-9514

[hubinternational.com](http://hubinternational.com)

March 15, 2022

RE: A Lamp Concrete Contractors, Inc. - AM Best Rating

To Whom It May Concern:

Please let this letter serve as verification that A Lamp Concrete Contractor, Inc.'s insurance carrier's A.M. Best Ratings are as follows:

Line of Coverage	Carrier Rating
Commercial Auto	Zurich American – A+ XV
General Liability	Zurich American – A+ XV
Workers Compensation	Zurich American – A+ XV
Excess Liability – Primary \$5M Limit	Merchant's National – A-IX
Excess Liability - \$5M x/s \$5M Limit	Evanston – A XV

If you should have any questions or require any additional information, please feel free to contact me directly.

Sincerely,

*Jim Curylo*

Jim Curylo, CIC  
Senior Vice President  
Construction Practice  
HUB International  
[Jim.Curylo@hubinternational.com](mailto:Jim.Curylo@hubinternational.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/29/2022

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

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

<b>PRODUCER</b> Hub International Midwest West 1411 Opus Place Suite 450 Downers Grove IL 60515	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 630-468-5600      FAX (A/C, No): E-MAIL ADDRESS: CSUConstruction@hubinternational.com														
<b>INSURED</b> A Lamp Concrete Contractors, Inc. 1900 Wright Boulevard Schaumburg IL 60193	ALAMPCO-01 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER B : Navigators Insurance Company</td> <td style="text-align: center;">42307</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Navigators Insurance Company	42307	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES      CERTIFICATE NUMBER: 1598976000      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Cov Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO 2926994	7/1/2022	7/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 2926995	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CH22EXCZ0BCTTC	7/1/2022	7/1/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 2926993	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  <p style="text-align: center;">**Sample**</p>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Affidavit of Availability  
For the Letting of 03/10/23

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			61H82		61H52	
Contract With	Lemont	Cary	IDOT	Winnetka SD 36	IDOT	
Estimated Completion Date	20 Working Days	8/11/2023	60 Working Days	8/9/2024	60 Working Days	
Total Contract Price	\$277,000.00	\$2,229,167.05	\$ 1,639,751.53	\$ 201,100.00	\$837,086.15	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 90,579.75	\$ 1,107,813.75	\$ 1,020,856.75	\$ 185,100.00	\$ 660,942.25	\$ 3,065,292.50
Uncompleted Dollar Value if Firm is the Subcontractor	\$ -	\$ 1,121,353.30	\$ 618,894.78	\$ 16,000.00	\$ 176,143.90	\$ 1,932,391.98
Total Value of All Work						\$ 4,997,684.48

**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	\$69,964.75	\$69,764.75	\$221,055.00	\$6,638.75	\$82,313.50	\$ 449,736.75
Portland Cement Concrete Paving	\$ -					\$ -
HMA Plant Mix		\$ -				\$ -
HMA Paving	\$12,450.00	\$34,552.00	\$90,385.00	\$104,960.00	\$127,080.38	\$ 369,427.38
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces		\$2,100.00	\$50,375.00	\$48,820.00	\$58,493.75	\$ 159,788.75
Highway,R.R.& Water Structures						\$ -
Drainage		\$70,617.00	\$299,800.00	\$0.00		\$ 370,417.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$8,165.00	\$381,735.00	\$117,488.75		\$211,446.62	\$ 718,835.37
Landscaping						\$ -
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing	\$0.00	\$2,600.00	\$6,550.00		\$2,599.00	\$ 11,749.00
Cold Milling, Planning & Rotomilling		\$5,945.00				\$ 5,945.00
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)		\$540,500.00	\$235,203.00	\$24,681.25	\$179,009.00	\$ 979,393.25
						\$ -
<b>Totals</b>	<b>\$ 90,579.75</b>	<b>\$ 1,107,813.75</b>	<b>\$ 1,020,856.75</b>	<b>\$ 185,100.00</b>	<b>\$ 660,942.25</b>	<b>\$ 3,065,292.50</b>

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		Brick Paving	Electrical	Layout	Environmental
Subcontract Price		\$116,200.00	\$116,660.28	\$10,000.00	\$9,335.00
<b>Amount Uncompleted</b>		<b>\$116,200.00</b>	<b>\$116,660.28</b>	<b>\$10,000.00</b>	<b>\$9,335.00</b>
Subcontractor					
Type of Work		Electrical	Environmental	Pavement Marking	Landscaping
Subcontract Price		\$867,691.10	\$35,450.00	\$6,000.00	\$64,445.90
<b>Amount Uncompleted</b>		<b>\$867,691.10</b>	<b>\$35,450.00</b>	<b>\$6,000.00</b>	<b>\$64,445.90</b>
Subcontractor					
Type of Work		Irrigation	Fencing & Guardrail		Layout
Subcontract Price		\$82,000.00	\$51,075.00		\$8,000.00
<b>Amount Uncompleted</b>		<b>\$82,000.00</b>	<b>\$51,075.00</b>		<b>\$8,000.00</b>
Subcontractor					
Type of Work		Landscaping	Landscaping		Pavement Marking
Subcontract Price		\$29,640.20	\$37,362.50		\$7,444.00
<b>Amount Uncompleted</b>		<b>\$29,640.20</b>	<b>\$37,362.50</b>		<b>\$7,444.00</b>
Subcontractor					
Type of Work		Layout	Layout		Tree Care
Subcontract Price		\$16,000.00	\$12,500.00		\$11,340.00
<b>Amount Uncompleted</b>		<b>\$16,000.00</b>	<b>\$12,500.00</b>		<b>\$11,340.00</b>
Subcontractor					
Type of Work		Pavement Marking	Pavement Marking		Sewer & Water
Subcontract Price		\$8,022.00	\$9,214.50		\$75,579.00
<b>Amount Uncompleted</b>		<b>\$8,022.00</b>	<b>\$9,214.50</b>		<b>\$75,579.00</b>
Subcontractor					
Type of Work		Tree Care	Retaining Wall		
Subcontract Price		\$1,800.00	\$343,088.50		
<b>Amount Uncompleted</b>		<b>\$1,800.00</b>	<b>\$343,088.50</b>	\$ -	\$ -
Subcontractor					
Type of Work			Tree Care		
Subcontract Price			\$13,544.00		
<b>Amount Uncompleted</b>			<b>\$13,544.00</b>		
Subcontractor					
Type of Work					
Subcontract Price					
<b>Amount Uncompleted</b>					
Subcontractor					
Type of Work					
Subcontract Price					
<b>Amount Uncompleted</b>					





Affidavit of Availability  
For the Letting of 03/10/23

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	6	7	8	9	10	
Contract Number	AU069			61H56		
Contract With	IDOT	Broadview	Highwood	IDOT	Glen Ellyn	
Estimated Completion Date	90 Calender Days	180 Calender Days	6/23/2023	35 Working Days	10/28/2022	
Total Contract Price	\$ 499,302.00	\$ 4,354,946.60	\$ 1,112,900.00	\$698,281.61	\$ 5,704,293.37	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 5,000.00	\$ 5,000.00	\$ 1,047,906.50	\$ 578,131.16	\$ 117,046.00	\$ 1,753,083.66
Uncompleted Dollar Value if Firm is the Subcontractor	\$ 10,000.00	\$ 3,708.00	\$ 64,993.50	\$ 120,150.45	\$ 85,000.00	\$ 283,851.95
Total Value of All Work						\$ 2,036,935.61

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						Accumulated Totals
Earthwork			\$111,597.25	\$112,444.50	\$20,000.00	\$ 244,041.75
Portland Cement Concrete Paving					\$44,826.00	\$ 44,826.00
HMA Plant Mix						\$ -
HMA Paving			\$290,065.80	\$129,849.16	\$15,000.00	\$ 434,914.96
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces			\$25,680.00	\$58,002.00	\$10,000.00	\$ 93,682.00
Highway,R.R.& Water Structures		\$ -				\$ -
Drainage			\$149,635.00	\$22,523.50	\$0.00	\$ 172,158.50
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$0.00		\$301,612.50	\$118,243.00	\$10,000.00	\$ 429,855.50
Landscaping			\$41,781.00	\$44,055.00		\$ 85,836.00
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing			\$250.00	\$8,021.00	\$12,220.00	\$ 20,491.00
Cold Milling, Planning & Rotomilling	\$0.00		\$35,703.00	\$6,510.00		\$ 42,213.00
Demolition		\$ -				\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$5,000.00	\$5,000.00	\$91,581.95	\$78,483.00	\$5,000.00	\$ 185,064.95
						\$ -
<b>Totals</b>	<b>\$ 5,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ 1,047,906.50</b>	<b>\$ 578,131.16</b>	<b>\$ 117,046.00</b>	<b>\$ 1,753,083.66</b>

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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.

	6	7	8	9	10
Subcontractor					
Type of Work			CIPP	Landscaping	Brick Paving
Subcontract Price			\$35,267.50	\$60,919.80	\$133,178.50
<b>Amount Uncompleted</b>			\$35,267.50	\$60,919.80	\$10,000.00
Subcontractor					
Type of Work			Layout	Layout	CIPP
Subcontract Price			\$9,600.00	\$7,600.00	\$51,958.00
<b>Amount Uncompleted</b>			\$9,600.00	\$7,600.00	
Subcontractor					
Type of Work	Sewer	Pavement Marking	Pavement Marking	Pavement Marking	Electrical
Subcontract Price	\$38,310.00	\$3,708.00	\$20,126.00	\$12,248.65	\$747,250.55
<b>Amount Uncompleted</b>	\$10,000.00	\$3,708.00	\$20,126.00	\$12,248.65	\$10,000.00
Subcontractor					
Type of Work				Traffic Control	Irrigation
Subcontract Price				\$22,950.00	\$177,300.00
<b>Amount Uncompleted</b>				\$22,950.00	\$5,000.00
Subcontractor					
Type of Work				Tree Care	Landscaping
Subcontract Price				\$16,432.00	\$246,790.80
<b>Amount Uncompleted</b>				\$16,432.00	\$50,000.00
Subcontractor					
Type of Work					Layout
Subcontract Price					\$43,000.00
<b>Amount Uncompleted</b>					\$0.00
Subcontractor					
Type of Work					LJS
Subcontract Price					\$17,166.60
<b>Amount Uncompleted</b>					\$0.00
Subcontractor					
Type of Work					MH & Pipe Lining
Subcontract Price					\$275,900.00
<b>Amount Uncompleted</b>					\$5,000.00
Subcontractor					
Type of Work					Pavement Marking
Subcontract Price					\$28,738.95
<b>Amount Uncompleted</b>					\$5,000.00
Subcontractor					
Type of Work					Televising
Subcontract Price					\$6,111.00
<b>Amount Uncompleted</b>					
Subcontractor					
Type of Work					Tree Care
Subcontract Price					\$23,130.50
<b>Amount Uncompleted</b>					
<b>Total Uncompleted</b>	<b>\$10,000.00</b>	<b>\$ 3,708.00</b>	<b>\$ 64,993.50</b>	<b>\$ 120,150.45</b>	<b>\$ 85,000.00</b>
<b>Totals</b>	<b>\$38,310.00</b>	<b>\$ 3,708.00</b>	<b>\$ 64,993.50</b>	<b>\$ 120,150.45</b>	<b>\$ 1,750,524.90</b>



Affidavit of Availability  
For the Letting of 03/10/23

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	11	12	13	14	15	
Contract Number						
Contract With	Marquardt SD 15	Franklin Park PD	Palatine	Wheaton	Wheaton	
Estimated Completion Date	6/15/2022	5/22/2023	5/5/2023	5/1/2023	11/1/2021	
Total Contract Price	\$ 554,000.00	\$94,608.00	\$ 244,940.60	\$ 114,000.00	\$ 10,320,000.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 2,250.00	\$ 89,608.00	\$ 181,131.00	\$ 109,800.00	\$ 10,000.00	\$ 392,789.00
Uncompleted Dollar Value if Firm is the Subcontractor	\$ 28,000.00	\$ 5,000.00	\$ 63,809.60	\$ 4,200.00	\$ 53,500.00	\$ 154,509.60
<b>Total Value of All Work</b>						<b>\$ 547,298.60</b>

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						Accumulated Totals
Earthwork	\$0.00	\$16,357.50	\$20,614.00	\$2,812.50	\$0.00	\$ 39,784.00
Portland Cement Concrete Paving						\$ -
HMA Plant Mix						\$ -
HMA Paving		\$5,340.00	\$23,133.00	\$30,413.00	\$0.00	\$ 58,886.00
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces	\$0.00		\$14,727.50		\$0.00	\$ 14,727.50
Highway, R.R. & Water Structures						\$ -
Drainage	\$0.00		\$16,029.00	\$9,975.00	\$0.00	\$ 26,004.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$0.00	\$52,950.00	\$15,847.50	\$21,612.00	\$0.00	\$ 90,409.50
Landscaping	\$0.00	\$2,960.00	\$7,350.00	\$11,495.00		\$ 21,805.00
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing	\$250.00		\$5,180.00			\$ 5,430.00
Cold Milling, Planning & Rotomilling				\$8,043.75		\$ 8,043.75
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$2,000.00	\$12,000.50	\$78,250.00	\$25,448.75	\$10,000.00	\$ 127,699.25
						\$ -
<b>Totals</b>	<b>\$ 2,250.00</b>	<b>\$ 89,608.00</b>	<b>\$ 181,131.00</b>	<b>\$ 109,800.00</b>	<b>\$ 10,000.00</b>	<b>\$ 392,789.00</b>

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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	Brick Paving	Layout	Electrical	Pavement Marking	Brick Paving
Subcontract Price	\$26,620.00	\$5,000.00	\$45,764.60	\$4,200.00	\$202,969.25
<b>Amount Uncompleted</b>		\$5,000.00	\$45,764.60	\$4,200.00	
Subcontractor					
Type of Work	Electrical		Environmental		Building Construction
Subcontract Price	\$270,000.00		\$7,500.00		\$1,135,000.00
<b>Amount Uncompleted</b>	\$25,000.00		\$7,500.00		\$30,000.00
Subcontractor					
Type of Work	Fencing		Layout		Electrical
Subcontract Price	\$7,500.00		\$2,750.00		\$2,318,000.00
<b>Amount Uncompleted</b>			\$2,750.00		\$5,000.00
Subcontractor					
Type of Work	Layout		Pavement Marking		Fencing
Subcontract Price	\$6,500.00		\$4,140.00		\$353,390.00
<b>Amount Uncompleted</b>			\$4,140.00		\$5,000.00
Subcontractor					
Type of Work	Pavement Marking		Tree Care		Landscaping
Subcontract Price	\$10,000.00		\$3,655.00		\$257,240.00
<b>Amount Uncompleted</b>	\$3,000.00		\$3,655.00		\$2,500.00
Subcontractor					
Type of Work	Tree Care				Layout
Subcontract Price	\$4,650.00				\$63,000.00
<b>Amount Uncompleted</b>	\$0.00				\$0.00
Subcontractor					
Type of Work					Pavement Marking
Subcontract Price					\$40,000.00
<b>Amount Uncompleted</b>					\$1,000.00
Subcontractor					
Type of Work					Signage
Subcontract Price					\$39,600.00
<b>Amount Uncompleted</b>					\$10,000.00
Subcontractor					
Type of Work					Site Video
Subcontract Price					\$5,000.00
<b>Amount Uncompleted</b>					\$0.00
Subcontractor					
Type of Work					Tree Care
Subcontract Price					\$16,722.00
<b>Amount Uncompleted</b>					\$0.00
Subcontractor					
Type of Work					
Subcontract Price					
<b>Amount Uncompleted</b>					
Subcontractor					
Type of Work					
Subcontract Price					
<b>Amount Uncompleted</b>					
<b>Total Uncompleted</b>	<b>\$28,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ 63,809.60</b>	<b>\$ 4,200.00</b>	<b>\$ 53,500.00</b>
<b>Totals</b>	<b>\$325,270.00</b>	<b>\$ 5,000.00</b>	<b>\$ 63,809.60</b>	<b>\$ 4,200.00</b>	<b>\$ 4,430,921.25</b>



Affidavit of Availability  
For the Letting of 03/10/23

**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**

	16	17	18	19	20	
Contract Number			61H90		61J12	
Contract With	Will County FPD	Kane County DOT	IDOT	Naperville	IDOT	
Estimated Completion Date	12/31/2022	7/28/2023	35 Working Days	6/30/2023	75 Working Days	
Total Contract Price	\$ 454,572.94	\$ 588,423.65	\$ 668,229.15	\$2,458,000.00	\$1,996,346.50	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 12,507.20	\$ 535,091.75	\$ 501,262.00	\$ 2,358,610.00	\$ 1,114,062.25	\$ 4,521,533.20
Uncompleted Dollar Value if Firm is the Subcontractor	\$ 9,160.00	\$ 53,331.90	\$ 166,967.15	\$ 99,390.00	\$ 882,284.25	\$ 1,211,133.30
				Total Value of All Work		\$ 5,732,666.50

**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		\$47,598.00	\$17,569.50	\$35,990.00		\$ 101,157.50
Portland Cement Concrete Paving				\$0.00	\$62,338.00	\$ 62,338.00
HMA Plant Mix						\$ -
HMA Paving		\$57,067.00	\$237,549.50	\$174,425.70	\$374,556.15	\$ 843,598.35
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces		\$11,608.75	\$0.00		\$37,702.50	\$ 49,311.25
Highway,R.R.& Water Structures						\$ -
Drainage		\$9,000.00	\$0.00	\$1,391,353.00	\$36,925.00	\$ 1,437,278.00
Electrical			\$0.00			\$ -
Cover and Seal Coats						\$ -
Concrete Construction		\$287,839.00	\$131,005.00	\$349,405.00	\$301,817.50	\$ 1,070,066.50
Landscaping	\$10,707.20	\$17,529.00	\$0.00	\$62,375.00	\$43,657.55	\$ 134,268.75
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing	\$1,800.00	\$500.00	\$0.00		\$5,580.00	\$ 7,880.00
Cold Milling, Planning & Rotomilling		\$0.00	\$34,840.00	\$21,735.00	\$52,477.50	\$ 109,052.50
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$0.00	\$103,950.00	\$80,298.00	\$323,326.30	\$199,008.05	\$ 706,582.35
						\$ -
<b>Totals</b>	<b>\$ 12,507.20</b>	<b>\$ 535,091.75</b>	<b>\$ 501,262.00</b>	<b>\$ 2,358,610.00</b>	<b>\$ 1,114,062.25</b>	<b>\$ 4,521,533.20</b>

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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	Pavement Marking	Electrical	Landscaping	Electrical	Electrical
Subcontract Price	\$9,160.00	\$5,400.00	\$12,792.15	\$24,200.00	\$764,655.75
<b>Amount Uncompleted</b>	\$9,160.00	\$5,400.00	\$12,792.15	\$24,200.00	\$764,655.75
Subcontractor					
Type of Work		Layout	Pavement Marking	LJS	Guardrail
Subcontract Price		\$8,250.00	\$8,410.00	\$7,980.00	\$5,490.00
<b>Amount Uncompleted</b>		\$8,250.00	\$8,410.00	\$7,980.00	\$5,490.00
Subcontractor					
Type of Work		Pavement Marking	Sewer & Water	Pavement Marking	LJS
Subcontract Price		\$39,681.90	\$134,935.00	\$6,610.00	\$23,086.25
<b>Amount Uncompleted</b>		\$39,681.90	\$134,935.00	\$6,610.00	\$23,086.25
Subcontractor					
Type of Work			SR CCT	Layout	Pavement Marking
Subcontract Price			\$10,830.00	\$10,000.00	\$27,122.25
<b>Amount Uncompleted</b>			\$10,830.00	\$10,000.00	\$27,122.25
Subcontractor					
Type of Work				Line Stops	Site Video
Subcontract Price				\$50,600.00	\$1,000.00
<b>Amount Uncompleted</b>				\$50,600.00	\$1,000.00
Subcontractor					
Type of Work					Stamped HMA
Subcontract Price					\$60,030.00
<b>Amount Uncompleted</b>					\$60,030.00
Subcontractor					
Type of Work					Tree Care
Subcontract Price					\$900.00
<b>Amount Uncompleted</b>			\$ -		\$900.00
Subcontractor					
Type of Work					
Subcontract Price					
<b>Amount Uncompleted</b>					
<b>Total Uncompleted</b>	\$ 9,160.00	\$ 53,331.90	\$ 166,967.15	\$ 99,390.00	\$ 882,284.25
<b>Totals</b>	\$ 9,160.00	\$ 53,331.90	\$ 166,967.15	\$ 99,390.00	\$ 882,284.25



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	21	22	23	24	25	
Contract Number						
Contract With	Winnetka	Hanover Park	Winnetka	Schaumburg	Northlake	
Estimated Completion Date	9/29/2023	11/18/2022	11/30/2023	6/23/2023	10/13/2023	
Total Contract Price	\$934,739.85	\$ 6,256,763.12	\$3,869,448.95	\$607,258.52	\$5,347,717.50	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 784,649.00	\$ 165,350.00	\$ 3,840,650.65	\$ 572,372.27	\$ 4,800,546.00	\$ 10,163,567.92
Uncompleted Dollar Value if Firm is the Subcontractor	\$ 150,090.85	\$ 60,559.50	\$ 28,798.30	\$ 34,886.25	\$ 547,171.50	\$ 821,506.40
<b>Total Value of All Work</b>						<b>\$ 10,985,074.32</b>

**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	\$13,638.20	\$50,000.00	\$59,730.00	\$77,579.35	\$86,306.00	\$ 287,253.55
Portland Cement Concrete Paving						\$ -
HMA Plant Mix						\$ -
HMA Paving	\$72,955.30	\$100,000.00	\$398,873.40	\$164,276.68	\$710,462.70	\$ 1,446,568.08
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces	\$5,225.00		\$3,750.00	\$34,144.34		\$ 43,119.34
Highway,R.R.& Water Structures						\$ -
Drainage	\$372,537.00		\$2,463,620.00	\$15,150.00	\$2,106,996.30	\$ 4,958,303.30
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$122,847.50		\$531,710.00	\$154,222.40	\$582,677.50	\$ 1,391,457.40
Landscaping		\$10,000.00	\$58,400.00	\$15,623.00	\$2,350.00	\$ 86,373.00
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing	\$3,750.00	\$350.00	\$0.00	\$500.00		\$ 4,600.00
Cold Milling, Planning & Rotomilling	\$16,296.00		\$64,567.25	\$862.50	\$144,753.50	\$ 226,479.25
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$177,400.00	\$5,000.00	\$260,000.00	\$110,014.00	\$1,167,000.00	\$ 1,719,414.00
						\$ -
<b>Totals</b>	<b>\$ 784,649.00</b>	<b>\$ 165,350.00</b>	<b>\$ 3,840,650.65</b>	<b>\$ 572,372.27</b>	<b>\$ 4,800,546.00</b>	<b>\$ 10,163,567.92</b>

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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	Brick Paving	Electrical	Electrical	Electrical	ARCCT
Subcontract Price	\$37,230.00	\$4,000.00	\$3,000.00	\$19,030.00	\$75,735.00
<b>Amount Uncompleted</b>	\$37,230.00		\$3,000.00	\$19,030.00	\$75,735.00
Subcontractor					
Type of Work	Electrical	Layout	Pavement Marking	Pavement Marking	CIPP
Subcontract Price	\$95,208.85	\$39,000.00	\$25,798.30	\$5,866.25	\$238,369.50
<b>Amount Uncompleted</b>	\$95,208.85		\$25,798.30	\$5,866.25	\$238,369.50
Subcontractor					
Type of Work	Landscaping	Leak Detection		Stamped HMA	CIPP - Water Main
Subcontract Price	\$10,780.00	\$5,000.00		\$9,990.00	\$93,960.00
<b>Amount Uncompleted</b>	\$10,780.00	\$0.00		\$9,990.00	\$93,960.00
Subcontractor					
Type of Work	Pavement Marking	LJS			Electrical
Subcontract Price	\$2,892.00	\$81,661.25			\$101,233.00
<b>Amount Uncompleted</b>	\$2,892.00				\$101,233.00
Subcontractor					
Type of Work	Tree Care	Pavement Marking			Environmental
Subcontract Price	\$3,980.00	\$20,242.90			\$3,700.00
<b>Amount Uncompleted</b>	\$3,980.00	\$20,242.90			\$3,700.00
Subcontractor					
Type of Work		Stabilization			Layout
Subcontract Price		\$40,316.60			\$19,500.00
<b>Amount Uncompleted</b>		\$40,316.60			\$19,500.00
Subcontractor					
Type of Work		Tree Care			Pavement Marking
Subcontract Price		\$7,190.00			\$11,154.00
<b>Amount Uncompleted</b>					\$11,154.00
Subcontractor					
Type of Work					Site Video
Subcontract Price					\$3,520.00
<b>Amount Uncompleted</b>					\$3,520.00
Subcontractor					
Type of Work					
Subcontract Price					
<b>Amount Uncompleted</b>					
<b>Total Uncompleted</b>	<b>\$ 150,090.85</b>	<b>\$ 60,559.50</b>	<b>\$ 28,798.30</b>	<b>\$ 34,886.25</b>	<b>\$ 547,171.50</b>
<b>Totals</b>	<b>\$ 150,090.85</b>	<b>\$ 197,410.75</b>	<b>\$ 28,798.30</b>	<b>\$ 34,886.25</b>	<b>\$ 547,171.50</b>



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**Part I. Work Under Contract**

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	26	27	28	29	30	
Contract Number						
Contract With	Glenview	Wilmette	Northbrook	IDOT	Winnetka	
Estimated Completion Date	8/25/2023	10/21/2022	6/16/2023	55 Working Days	8/4/2023	
Total Contract Price	\$ 2,869,967.97	\$ 2,394,408.51	\$ 584,330.61	\$ 574,435.29	\$514,535.90	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 2,848,818.47	\$ 10,000.00	\$ 566,469.26	\$ 11,917.00	\$ 342,385.00	\$ 3,779,589.73
Uncompleted Dollar Value if Firm is the Subcontractor	\$ 21,149.50	\$ 325,251.45	\$ 17,861.35	\$ 11,940.00	\$ 172,150.90	\$ 548,353.20
Total Value of All Work						\$ 4,327,942.93

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						Accumulated Totals
Earthwork	\$113,636.00		\$113,514.90	\$0.00	\$15,525.00	\$ 242,675.90
Portland Cement Concrete Paving						\$ -
HMA Plant Mix						\$ -
HMA Paving	\$302,269.47		\$203,529.66		\$750.00	\$ 506,549.13
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces	\$49,360.00		\$39,635.20		\$11,250.00	\$ 100,245.20
Highway,R.R.& Water Structures						\$ -
Drainage	\$1,740,469.00		\$18,450.00		\$1,500.00	\$ 1,760,419.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$453,369.00		\$84,883.50		\$266,360.00	\$ 804,612.50
Landscaping	\$68,339.00		\$15,096.00			\$ 83,435.00
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing	\$4,400.00		\$980.00	\$6,917.00		\$ 12,297.00
Cold Milling, Planning & Rotomilling	\$2,976.00		\$1,380.00			\$ 4,356.00
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$114,000.00	\$10,000.00	\$89,000.00	\$5,000.00	\$47,000.00	\$ 265,000.00
						\$ -
<b>Totals</b>	<b>\$ 2,848,818.47</b>	<b>\$ 10,000.00</b>	<b>\$ 566,469.26</b>	<b>\$ 11,917.00</b>	<b>\$ 342,385.00</b>	<b>\$ 3,779,589.73</b>

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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	Pavement Marking	Brick Paving	Layout	Brick Paving	Brick Paving
Subcontract Price	\$2,287.50	\$564,228.85	\$7,800.00	\$30,693.00	\$16,400.00
<b>Amount Uncompleted</b>	\$2,287.50	\$143,000.00	\$7,800.00	\$0.00	\$16,400.00
Subcontractor					
Type of Work	Televising	Electrical	Pavement Marking	Electrical	Electrical
Subcontract Price	\$12,012.00	\$109,759.50	\$6,651.35	\$75,095.00	\$47,490.90
<b>Amount Uncompleted</b>	\$12,012.00	\$60,000.00	\$6,651.35		\$47,490.90
Subcontractor					
Type of Work	Tree Care	Irrigation	Site Video	Irrigation	Fencing
Subcontract Price	\$6,850.00	\$7,672.00	\$900.00	\$35,500.00	\$76,300.00
<b>Amount Uncompleted</b>	\$6,850.00	\$7,672.00	\$900.00		\$76,300.00
Subcontractor					
Type of Work		Landscaping	Tree Care	Landscaping	Landscaping
Subcontract Price		\$37,424.45	\$2,510.00	\$56,481.00	\$22,960.00
<b>Amount Uncompleted</b>		\$37,424.45	\$2,510.00		\$22,960.00
Subcontractor					
Type of Work		Layout		Layout	Layout
Subcontract Price		\$23,800.00		\$7,000.00	\$9,000.00
<b>Amount Uncompleted</b>					\$9,000.00
Subcontractor					
Type of Work		Pavement marking		Pavement Marking	
Subcontract Price		\$4,895.00		\$7,237.00	
<b>Amount Uncompleted</b>					
Subcontractor					
Type of Work		Signage		Envrionmental	
Subcontract Price		\$77,155.00		\$12,190.00	
<b>Amount Uncompleted</b>		\$77,155.00		\$0.00	
Subcontractor					
Type of Work		Tree Care		Asphalt Stamping	
Subcontract Price		\$5,050.00		\$11,940.00	
<b>Amount Uncompleted</b>				\$11,940.00	
<b>Total Uncompleted</b>	<b>\$ 21,149.50</b>	<b>\$ 325,251.45</b>	<b>\$ 17,861.35</b>	<b>\$ 11,940.00</b>	<b>\$ 172,150.90</b>
<b>Totals</b>	<b>\$ 21,149.50</b>	<b>\$ 829,984.80</b>	<b>\$ 17,861.35</b>	<b>\$ 236,136.00</b>	<b>\$ 172,150.90</b>



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**Part I. Work Under Contract**

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	31	32	33	34	35	
Contract Number						
Contract With	River Grove					
Estimated Completion Date	7/21/2023					
Total Contract Price	\$2,434,530.00					Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 2,252,547.50	\$ -	\$ -	\$ -	\$ -	\$ 2,252,547.50
Uncompleted Dollar Value if Firm is the Subcontractor	\$ 181,982.50	\$ -	\$ -	\$ -	\$ -	\$ 181,982.50
<b>Total Value of All Work</b>						<b>\$ 2,434,530.00</b>

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

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						Accumulated Totals
Earthwork	\$521,002.50					\$ 521,002.50
Portland Cement Concrete Paving						\$ -
HMA Plant Mix						\$ -
HMA Paving	\$19,730.00					\$ 19,730.00
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces	\$297,280.00					\$ 297,280.00
Highway,R.R.& Water Structures						\$ -
Drainage	\$248,537.50					\$ 248,537.50
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$939,812.50					\$ 939,812.50
Landscaping	\$11,430.00					\$ 11,430.00
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing	\$16,000.00					\$ 16,000.00
Cold Milling, Planning & Rotomilling	\$3,655.00					\$ 3,655.00
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$195,100.00					\$ 195,100.00
						\$ -
<b>Totals</b>	<b>\$ 2,252,547.50</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,252,547.50</b>

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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				
Subcontract Price	\$149,682.50				
<b>Amount Uncompleted</b>	\$149,682.50				
Subcontractor					
Type of Work	Environmental				
Subcontract Price	\$20,300.00				
<b>Amount Uncompleted</b>	\$20,300.00				
Subcontractor					
Type of Work	Layout				
Subcontract Price	\$12,000.00				
<b>Amount Uncompleted</b>	\$12,000.00				
Subcontractor					
Type of Work					
Subcontract Price					
<b>Amount Uncompleted</b>					
Subcontractor					
Type of Work					
Subcontract Price					
<b>Amount Uncompleted</b>					
Subcontractor					
Type of Work					
Subcontract Price					
<b>Amount Uncompleted</b>					
Subcontractor					
Type of Work					
Subcontract Price					
<b>Amount Uncompleted</b>					
Subcontractor					
Type of Work					
Subcontract Price					
<b>Amount Uncompleted</b>					
<b>Total Uncompleted</b>	\$ 181,982.50	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	\$ 181,982.50	\$ -	\$ -	\$ -	\$ -



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	36	37	38	39	40	
Contract Number					61H65	
Contract With	Schiller Park	DuPage County	Franklin Park	Glen Ellyn	IDOT	
Estimated Completion Date	120 Calendar Days	20 Working Days	40 Working Days	11/1/2024	45 Working Days	
Total Contract Price	\$ 2,054,453.00	\$309,141.00	\$424,929.67	\$16,298,498.88	\$789,949.29	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 187,630.00	\$ 223,242.00	\$ 417,429.67	\$ 12,348,788.10	\$ 483,060.89	\$ 13,660,150.66
Uncompleted Dollar Value if Firm is the Subcontractor	\$ 15,925.00	\$ 85,899.00	\$ 7,500.00	\$ 3,949,710.78	\$ 306,888.40	\$ 4,365,923.18
						Total Value of All Work
						\$ 18,026,073.84

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

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						Accumulated Totals
Earthwork		\$36,115.00	\$2,677.35	\$1,736,159.45	\$12,177.50	\$ 1,787,129.30
Portland Cement Concrete Paving	\$0.00	\$0.00		\$2,700.00		\$ 2,700.00
HMA Plant Mix						\$ -
HMA Paving	\$100,000.00		\$29,156.32	\$1,143,552.85	\$252,508.21	\$ 1,525,217.38
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces	\$6,200.00	\$3,230.00	\$23,760.00	\$414,437.55	\$2,398.75	\$ 450,026.30
Highway, R.R. & Water Structures						\$ -
Drainage		\$17,911.00	\$238,997.00	\$5,197,372.00	\$18,000.00	\$ 5,472,280.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction	\$10,000.00	\$99,743.00	\$51,591.50	\$2,226,140.62	\$34,598.50	\$ 2,422,073.62
Landscaping	\$30,000.00	\$12,612.00	\$10,247.50		\$0.00	\$ 52,859.50
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing				\$11,800.00	\$3,586.00	\$ 15,386.00
Cold Milling, Planning & Rotomilling	\$16,430.00	\$ -		\$21,456.75	\$25,587.00	\$ 63,473.75
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)	\$25,000.00	\$53,631.00	\$61,000.00	\$1,595,168.88	\$134,204.93	\$ 1,869,004.81
						\$ -
<b>Totals</b>	<b>\$ 187,630.00</b>	<b>\$ 223,242.00</b>	<b>\$ 417,429.67</b>	<b>\$ 12,348,788.10</b>	<b>\$ 483,060.89</b>	<b>\$ 13,660,150.66</b>

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.

	36	37	38	39	40
Subcontractor					
Type of Work	Fencing	Electrical	Layout	Brick Paving	Electrical
Subcontract Price	\$9,000.00	\$63,749.00	\$7,500.00	\$689,782.00	\$260,693.60
<b>Amount Uncompleted</b>	\$9,000.00	\$63,749.00	\$7,500.00	\$689,782.00	\$260,693.60
Subcontractor					
Type of Work	Pavement Marking	Environmental		CIPP	Irrigation
Subcontract Price	\$6,925.00	\$9,950.00		\$144,348.00	\$5,000.00
<b>Amount Uncompleted</b>	\$6,925.00	\$9,950.00		\$144,348.00	\$5,000.00
Subcontractor					
Type of Work		Layout		CIPP - Services	Landscaping
Subcontract Price		\$5,000.00		\$295,255.00	\$12,409.50
<b>Amount Uncompleted</b>		\$5,000.00		\$295,255.00	\$12,409.50
Subcontractor					
Type of Work		Pavement Marking		Electrical	Layout
Subcontract Price		\$7,200.00		\$2,134,175.00	\$4,300.00
<b>Amount Uncompleted</b>		\$7,200.00		\$2,134,175.00	\$4,300.00
Subcontractor					
Type of Work				Irrigation	LJS
Subcontract Price				\$281,600.00	\$15,177.60
<b>Amount Uncompleted</b>				\$281,600.00	\$15,177.60
Subcontractor					
Type of Work				Landscaping	Pavement Marking
Subcontract Price				\$186,487.50	\$6,907.70
<b>Amount Uncompleted</b>				\$186,487.50	\$6,907.70
Subcontractor					
Type of Work				Layout	Tree Care
Subcontract Price				\$85,000.00	\$2,400.00
<b>Amount Uncompleted</b>				\$85,000.00	\$2,400.00
Subcontractor					
Type of Work				LJS	
Subcontract Price				\$28,776.35	
<b>Amount Uncompleted</b>				\$28,776.35	
Subcontractor					
Type of Work				Manhole Lining	
Subcontract Price				\$29,320.00	
<b>Amount Uncompleted</b>				\$29,320.00	
Subcontractor					
Type of Work				Pavement Marking	
Subcontract Price				\$59,681.93	
<b>Amount Uncompleted</b>				\$59,681.93	
Subcontractor					
Type of Work				Tree Care	
Subcontract Price				\$15,285.00	
<b>Amount Uncompleted</b>				\$15,285.00	
<b>Total Uncompleted</b>	<b>\$15,925.00</b>	<b>\$ 85,899.00</b>	<b>\$ 7,500.00</b>	<b>\$ 3,949,710.78</b>	<b>\$ 306,888.40</b>
<b>Totals</b>	<b>\$15,925.00</b>	<b>\$ 85,899.00</b>	<b>\$ 7,500.00</b>	<b>\$ 3,949,710.78</b>	<b>\$ 306,888.40</b>



**SUMMARY SHEETS**

Affidavit of Availability  
 For the Letting of 03/10/23

**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						<b>SUMMARY</b>
Uncompleted Dollar Value if Firm is the Prime Contractor						Accumulated Totals
Uncompleted Dollar Value if Firm is the Subcontractor						\$ 39,588,554.17
						\$ 9,499,652.11
<b>Total Value of All Work</b>						<b>\$ 49,088,206.28</b>

**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						\$ 3,672,781.25
Portland Cement Concrete Paving						\$ 109,864.00
HMA Plant Mix						\$ -
HMA Paving						\$ 5,204,891.28
Clean & Seal Cracks/ Joints						\$ -
Aggregate Bases & Surfaces						\$ 1,208,180.34
Highway,R.R.& Water Structures						\$ -
Drainage						\$ 14,445,397.30
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction						\$ 7,867,122.89
Landscaping						\$ 476,007.25
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing						\$ 93,833.00
Cold Milling, Planning & Rotomilling						\$ 463,218.25
Demolition						\$ -
Pavement Markings (Paint)						\$ -
Other Construction (List)						\$ 6,047,258.61
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 39,588,554.17</b>

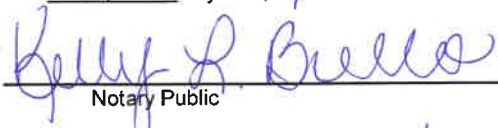
Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization to Bid." This form has been approved by the State Forms Management Center.

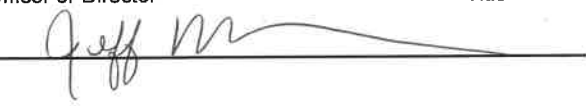
**Part III. Work Subcontracted to Others**

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	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Uncompleted</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUMMARY TOTALS</b>	\$ -	\$ -	\$ -	\$ -	\$ -

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 12 day of April, 2023  
  
 Notary Public

Type or Print Jeff Moyer Vice President  
 Officer or Director Title  
 Signed 

My commission expires 11/16/2024

Company A Lamp Concrete Contractors, Inc.



Address 1900 Wright Blvd.  
Schaumburg, Illinois 60193

Printed on 04/04/2023

BC 57 (Rev. 08/17/10)

# 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: \*\*\* TEN 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)*

**2023 Saratoga Ave. 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.

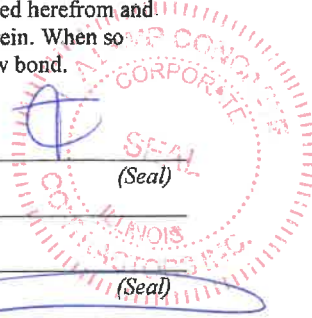
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 **12th** day of **April**, **2023**  
**A. Lamp Concrete Contractors, Inc.**

*Kelly Belle*  
*(Witness)*

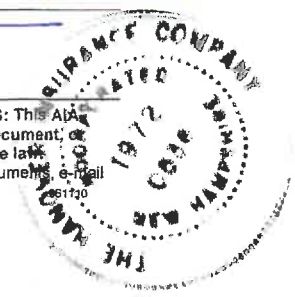
*Secretary*  
*(Principal)*



*Jackie Sheldon*  
*(Witness)*

**The Hanover Insurance Company**  
*(Surety)*

*Thomas O. Chambers*  
*(Title)*  
**Thomas O. Chambers, 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 Schaap, Daniel Gibson, Eric Olson, Kimberly S. Rasch and/or Jackie Sheldon 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.

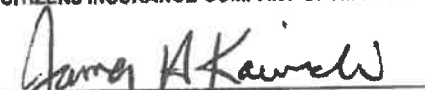
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all 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 and affirmed by each Company on March 24, 2014)

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 16<sup>th</sup> day of March, 2022.

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

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

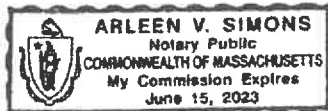
  
Bryan J. Schwab, Executive Vice President


  
James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 16<sup>th</sup> day of March, 2022 before me came the above named Executive Vice President and Vice President 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.



  
Arleen V. Simons, Notary Public  
My Commission Expires June 15, 2023

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 12<sup>th</sup> day of April 2023

CERTIFIED COPY

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

  
John A. Rowedder, Vice President



STATE OF WISCONSIN )

COUNTY OF **Milwaukee** )

ON THIS 12th day of April, 2023,  
 before me, a notary public, within and for said County and State, personally appeared \_\_\_  
Thomas O. Chambers 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 Thomas O. Chambers did acknowledge that he/she  
 executed the said instrument as the free act and deed of said Company.



**Rosa Hernandez**  
 Notary Public, **Milwaukee** County, Wisconsin  
 My Commission Expires **1/22/2027**





# Village of Downers Grove

## Contractor Evaluation

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Contractor: ALamp Concrete Contractors

Project: 2021 District 58 Sidewalk Improvements- Norfolk S-012

Primary Contact: Nick Reid Phone: 630-673-4497

Time Period: September-November 2021

On Schedule (allowing for uncontrollable circumstances)  Yes  No

Provide details if early or late completion:

Change Orders (attach information if needed): CO to be processed for final quantity balancing. Project exceeded original bid amount due to unexpected field conditions.

Difficulties / Positives: Performed satisfactory work, stayed on schedule. Communication was prompt, responsive to Village concerns. Flexible with unexpected field conditions.

Interaction with public:

Excellent  Good  Average  Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied  Satisfied  Not Satisfied

Reviewers: Stephanie Graves

Date: 1/22/22