



Local Public Agency
Formal Contract Proposal

PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Cook/Lake
Village of Buffalo Grove
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Parkway Restoration 2021
SECTION NO. N/A
TYPES OF FUNDS General (Local)

SPECIFICATIONS (required)

PLANS (required)

For Municipal Projects
Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation
 Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects
Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

NOTICE TO BIDDERS

County Cook/Lake
Local Public Agency V. of Buffalo Grove
Section Number N/A
Route Various

Sealed proposals for the improvement described below will be received at the office of www.vbg.org/bids,
until 8:30 AM on November 24, 2020
Address Time Date

Sealed proposals will be opened and read publicly at the office of https://global.gotomeeting.com/join/270312277
at 8:30 AM on November 24, 2020
Address Time Date

DESCRIPTION OF WORK

Name Parkway Restoration 2021 Length: 0.00 feet (0.00 miles)
Location Village-wide
Proposed Improvement Various forms of Landscape Restoration along Village streets

1. Plans and proposal forms will be available in the office of www.vbg.org/bids
Office of the Purchasing Manager - (847) 459-2500
Address

2. [X] Prequalification
If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

- 4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
a. BLR 12200: Local Public Agency Formal Contract Proposal
b. BLR 12200a Schedule of Prices
c. BLR 12230: Proposal Bid Bond (if applicable)
d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
e. BLR 12326: Affidavit of Illinois Business Office

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. Each proposal should be submitted in an opaque envelopes and shall be marked to clearly indicate its contents. When sent by mail, the sealed proposed shall be addressed to the Village of Buffalo Grove at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

10. All bidders are prohibited from making any contact with the Village President, Trustees, or any other official or employee of the Village (collectively, 'Municipal Personnel') with regard to the Project, other than in the manner and to the person(s) designated herein. The Buffalo Grove Village Manager reserves the right to disqualify any bidder that is found to have contacted Municipal Personnel in any manner with regard to the Project. Additionally, if the Buffalo Grove Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the State's Attorney for review and prosecution.
11. All prime contractors shall be IDOT prequalified contractors with a value equal to or greater for the type of work they are to perform as part of the Contract. Furthermore, all bidders are required to register with the Village of Buffalo Grove at: <https://vrapp.vendorregistry.com/Vendor/Register/Index/buffalo-grove-village-of-il-vendor-registration>
OR
www.vbg.org/bids
12. All bid proposals must be submitted electronically through the Village's Vendor Registry online procurement system. **Hard copy bids will not be accepted.** As read results of the bids will be posted to the Village's webpage, www.vbg.org/bids as soon as possible following the bid opening. In order to submit a bid proposal, bidders
 - a. Go to www.vbg.org/bids
 - b. Select on the project description, 'Parkway Restoration 2021' and click the large red button at the top
 - c. Log in to your account and enter your total bid.
 - d. Include an attachment (up to 200 MB), the following bid documents only:
 - i. Local Public Agency Formal Contract Proposal (8 Pages)
 - ii. Local Agency Proposal Bid Bond
 - e. The following documents will be requested by the two (2) as read low bidders immediately following the bid opening:
 - i. Affidavit of Illinois Business Office
 - ii. Affidavit of Availability
 - iii. Village of Buffalo Grove Public Contract Statements

All bids will be opened and read publicly via the GoToMeeting video conferencing platform.

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/270312277>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Access Code: 270-312-277

New to GoToMeeting? Get the app now and be ready when first meeting starts: <https://global.gotomeeting.com/install/270312277>

PROPOSAL

County	<u>Cook/Lake</u>
Local Public Agency	<u>V. of Buffalo Grove</u>
Section Number	<u>N/A</u>
Route	<u>Various</u>

1. Proposal of _____

 for the improvement of the above section by the construction of Various forms of Landscape Restoration along Village streets

a total distance of 0.00 feet, of which a distance of 0.00 feet, (0.000 miles) are to be improved.

2. The plans for the proposed work are those prepared by the Village of Buffalo Grove
~~and approved by the Department of Transportation on _____~~
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work ~~within _____ working days or by~~ contract specifications
 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

 Treasurer of Buffalo Grove

The amount of the check is Bid Bond (10% of Total Bid) (_____).

7. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
8. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
9. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
10. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.



**Illinois Department
of Transportation**

SCHEDULE OF PRICES

County Cook and Lake
 Local Public Agency Village of Buffalo Grove
 Section N/A
 Route N/A

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Landscape Restoration 4" & Varies	SY	6500		
2	Landscape Restoration 12" & Varies	SY	500		
3	Furnished Excavation	SY	500		
4	Traffic Control & Protection (Special)	L Sum	1		
5	Mobilization	L Sum	1		
ALTERNATE					
1A	General Landscape Restoration (Cut and Fill Restoration Areas) -	SY	4000		
2A	Landscape Restoration 4" & Varies	SY	4000		
5	Total Cost				

TRAVEL TIME WILL NOT BE A PAY ITEM IN THIS CONTRACT.

CONTRACTOR CERTIFICATIONS

County	<u>Cook/Lake</u>
Local Public Agency	<u>V. of Buffalo Grove</u>
Section Number	<u>N/A</u>
Route	<u>Various</u>

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Village of Buffalo Grove to recover all amounts paid to the individual or entity under the contract in a civil action.
- Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department or the Village of Buffalo Grove by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

- Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.
- Conflict of Interest.** The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The undersigned supplier hereby represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of the this (bid or purchase order) that none of the following Village Officials are either an officer or director of supplier or owns five percent (5%) or more of the Supplier: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Planning & Zoning Commission, the Village Manager and his Assistant or Assistants, or the heads of the various departments of the Village of Buffalo Grove.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of your business entity or owns five percent (5%) or more thereof:

(Official)_____

SIGNATURES

County	<u>Cook/Lake</u>
Local Public Agency	<u>V. of Buffalo Grove</u>
Section Number	<u>N/A</u>
Route	<u>Various</u>

(If an individual)

Signature of Bidder _____
 Printed Name _____
 Business Address _____

(If a partnership)

Firm Name _____

Signed By _____
 Printed Name _____

Business Address _____

Inset Names and Addressed of All Partners

} _____
 } _____
 } _____
 } _____

(If a corporation)

Corporate Name _____

Signed By _____
 Printed Name _____

President

Business Address _____

Inset Names of Officers

} President _____
 } Secretary _____
 } Treasurer _____

Attest: _____
Secretary



Route Various
 County Cook/Lake
 Local Agency V. of Buffalo Grove
 Section N/A

RETURN WITH BID

PAPER BID BOND

WE _____ as PRINCIPAL,
 and _____ as SURETY,
 are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 10% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____

Principal

 (Company Name) _____
 (Company Name)
 By: _____ By: _____
 (Signature and Title) (Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

 (Name of Surety) By: _____
 (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
 COUNTY OF _____

I, _____, a Notary Public in and for said county,
 do hereby certify that _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____

My commission expires _____
 (Notary Public)

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

 Electronic Bid Bond ID Code

 (Company/Bidder Name)

 (Signature and Title)

 Date

Affidavit of Illinois Business Office

County Cook/Lake
 Local Public Agency V. of Buffalo Grove
 Section Number N/A
 Route Various

State of _____)
) ss.
 County of _____)

I, _____ of _____ , _____ ,
 (Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the _____ of _____ .
 officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, _____ , will maintain a
 (bidder)
 business office in the State of Illinois which will be located in _____ County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

 (Signature)

 (Print Name of Affiant)

This instrument was acknowledged before me on _____ day of _____ , _____ .

(SEAL)

 (Signature of Notary Public)



Illinois Department of Transportation

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

Affidavit of Availability For the Letting of 11/6/2020

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

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

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

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

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

Part III. Work Subcontracted to Others.

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

	1	2	3	4	Awards Pending
Subcontractor					
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					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

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 _____ day of _____, _____ Type or Print Name _____
 Officer or Director Title

Signed _____

 Notary Public

My commission expires _____

(Notary Seal)

Company _____

Address _____

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General Conditions

1. Scope of Work

The provisions of Article 104.02 of the Standard Specifications are hereby amended as follows: "The Village of Buffalo Grove (Village) expressly reserves the right to remove from or add to the project any portions thereof included in the Parkway Restoration 2021. Such reductions, if any, shall be made in writing by the Village prior to execution of the Contract Documents. Any reduction in the scope of work required by the Village prior to the execution of the Contract Documents shall not result in an adjustment to the contract or to the price originally bid."

2. Definition of Village of Buffalo Grove

All references in the contract relating to the Department, Awarding Authority, Village of Buffalo Grove, Village, etc. shall mean the Village of Buffalo Grove.

3. Clean Construction and Demolition Debris (CCDD) Material Disposal

Work under this item shall be performed in compliance with the Illinois Environmental Protection Agency (IEPA) guidelines in effect at the time of construction.

The Contractor will be required to make all arrangements for coordination and submission of the necessary documents with their chosen CCDD or other suitable disposal facility. Written confirmation of preliminary approval must be provided from the disposal facility and confirmed by the Owner as acceptable.

All surplus, clean material generated from the Contractor's activities must be disposed of at an IEPA permitted CCDD or otherwise acceptable facility. The Contractor is responsible for providing documentation to the Village for each load hauled off-site showing the quantity of material and the location the material was disposed of.

Disposal of clean material not in compliance with these requirements will constitute breach of contract. If the Contractor fails to provide adequate documentation supporting the legal disposal of clean material according to this special provision, the Contractor shall be fined \$1,000 per load of material and will assume all liability associated with material disposed of not in compliance with this special provision.

No extra compensation will be allowed to the Contractor for any expenses incurred complying with these requirements including but not limited to: delays, inconvenience, or interruptions in the work resulting from compliance with these requirements. All costs associated with material disposal shall be included into the appropriate unit bid prices for the work.

4. JULIE Notification

The Contractor shall call the Joint Utility Locating Information for Excavators (JULIE) (1-800-892-0123 or 811), a minimum of forty-eight (48) hours in advance of work being done in the area in accordance with Article 107.39 of the Standard Specifications.

For utilities which are not members, excluding homeowners, the Contractor shall contact the owners directly. The Contractor will be required to cooperate with all utility companies and municipal agencies involved in connection with the removal, temporary relocation, reconstruction or abandonment by these agencies of any and all services.

No additional compensation will be allowed the Contractor for any expense incurred by complying with these requirements, or because of delays, inconvenience or interruptions in his work resulting from the failure of the municipal agencies or utility company to remove, relocate, reconstruct or abandon their services.

5. Prequalification of Bidders

Bidders shall be prequalified with the Illinois Department of Transportation in accordance with Article 102.01 of the Standard Specifications and is required by all bidders.

All bidders are required to fully register with the Village of Buffalo Grove, including IRS Form W-9, at:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/buffalo-grove-village-of-il-vendor-registration>

OR

www.vbg.org/bids

Select the link 'Register My Business'

Please contact Vendor Registry at (844) 802-9202 for assistance in the registration process.

The Village of Buffalo Grove reserves the right to reject any or all proposals if the bidder does not comply with the requirements as stated herein.

6. Completion Date

This Contract shall be completed as two phases at two different times of the year as a maintenance repair program at various locations throughout the Village. The basis for charging working days shall be defined in accordance with Article 108.04 of the Standard Specifications. At the discretion of the Village, working days and permanent seeding may be suspended due to, but not limited to, anticipated weather concerns, frozen ground conditions, or topsoil availability.

Phase 1a:

The Contractor shall commence the work to be performed under this phase on or near Monday, April 5, 2021 and complete all work within 10 working days

Phase 1b:

The Contractor shall commence the work to be performed under this phase on or near Monday, May 3, 2021 and complete all work within 5 working days.

Phase 2a:

The Contractor shall commence the work to be performed under this phase on or near Monday, October 4, 2021 and complete all work within 10 working days.

Phase 2b:

The Contractor shall commence the work to be performed under this phase on or near Monday, October 25, 2021 and complete all work within 5 working days.

Following completion of Phase 1b and Phase 2b, respectively, the Contractor shall provide the Engineer written notice in accordance with Article 105.13 of the Standard Specifications. The Contractor will have fourteen (14) calendar days to correct any deficiencies following the scheduled final inspection and punch list submittal by the Engineer.

In case of failure to complete the work on time and/or the deficient punch list items, the provisions of Article 108.09 of the Standard Specifications shall apply, **except regardless of the contract amount, the daily charge shall be \$1,000 per calendar day overrun.** Landscape restoration planting times shall follow Article 250.07 of the Standard Specifications.

The Village anticipates the work will break down as follows, however the provided percentages are for the prospective bidders information only and in no way can be used to establish reasoning for an extension of time or additional compensation:

Phase 1a:

Snow Plow Damage – 70% of the overall quantity
Cut & Fill Restoration – 100% of the overall quantity
Utility Dig Restoration – 60% of the overall quantity

Phase 1b:

Snow Plow Damage – 10% of the overall quantity
Stumps – 50% of the overall quantity

Phase 2a:

Snow Plow Damage – 10% of the overall quantity
Utility Dig Restoration – 40% of the overall quantity

Phase 2b:

Snow Plow Damage – 10% of the overall quantity
Stumps – 50% of the overall quantity

7. Contract Sequencing

The Contractor shall notify the Village at least 72 hours in advance of beginning work and 48 hours prior to construction commencement on each subsequent phase. Construction operations shall be conducted in a manner such that streets will remain open to all traffic. At no time shall residents or business owners be kept out of their driveway over a weekend or holiday as defined in article 107.09 of the Standard Specifications.

Work shall be scheduled so that it is continuous on the various roadways. The Contractor and approved Subcontractor(s) shall, at all times, employ and provide sufficient labor, tools, equipment, and other incidental items for prosecuting the work to full completion in the manner and time required by the contract.

8. Construction Work Periods

Construction operations shall be completed in accordance with Article 107.09 of the Standard Specifications. All work shall be confined to the period beginning at 7:00 AM and ending at 6:00 PM on weekdays. No work shall be done on Sundays or legal holiday periods as defined in article 107.09 of the Standard Specifications.

No work shall be permitted on Saturday's unless prior written approval is granted by the Village. All requests to work on a Saturday shall be submitted by 4:00 PM, the Wednesday prior to the date requested. If work is allowed, it shall be confined to the period beginning at 8:30 AM to 6:00 PM. The completion date shall be reduced by one (1) full calendar day for each Saturday the Contractor elects to work, regardless if the Saturday worked is a full or partial working day.

Any work outside the allowed time periods in accordance with the Village Ordinance, including but not limited to, material deliveries, mobilization of equipment, warming up machinery, or truck staging, a penalty of \$1,000 per occurrence may be imposed.

9. Pre-Construction Meeting

Prior to commencing any construction operations, there shall be a pre-construction meeting. The Village or Engineer will set the time and date of the meeting following Contract award.

The following shall be submitted by the Contractor for review at the pre-construction meeting:

A Progress Schedule in accordance with Article 108.02.

The 24-hour emergency phone number and contact information of the assigned Contractor's superintendent, or otherwise.

The name and 24-hour emergency phone number of the person in the direct employ of the Contractor who is responsible for administrating the Traffic Control and Protection on the Contract

A list of subcontractors with contact information, including but not limited to name, phone number, and email address, and include quantity and type of work to be sublet for each respective subcontractor in accordance with Article 108.01 of the Standard Specifications.

A list of proposed sources of material.

10. Sub-Contracting

Add the following to the end of ARTICLE 108.01 SUBCONTRACTING.

"The apparent low Bidder on a "Request for Approval of a Subcontractor" (BC 260a) form shall submit to the office of Engineer within ten (10) calendar days after the receipt of bids, a list of the names of Bidder's proposed subcontractors along with a description of the work to be performed by each. The Village will then review and reserves the right to reject the use of any subcontractor on the project due to past performance or the apparent inability to properly perform the item of work."

11. Authority of the Engineer

Revise ARTICLE 105.01 AUTHORITY OF ENGINEER to read:

"All work shall be done in accordance with the requirements of the Contract, the Engineer shall have the right, but not the obligation, to observe all work. The Engineer shall decide all questions that arise as to the interpretation of the Plans and Specifications and as to disputes and mutual rights between Contractors under the Specifications. The Engineer shall advise the Village of Buffalo Grove as to the quality and acceptability of materials furnished and work performed, rate of progress of the work, and acceptable fulfillment of the Contract. The Engineer will determine the amount of materials furnished and work performed. The Engineer's advice and determinations shall be conditions precedent to the right of the Contractor to receive money due the Contractor under the Contract."

"The Engineer will notify the Contractor in writing if the work is to be suspended by the Village of Buffalo Grove wholly or in part due to the failure of the Contractor to carry out provisions of the contract; for failure to carry out orders; for such periods due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest."

"In case of failure on the part of the Contractor to execute work as directed by the Engineer, the Village of Buffalo Grove may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such work as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due to the Contractor under the contract."

The Engineer shall not assume any of the responsibilities of the Contractor's superintendent or of subcontractors; shall not expedite the work for the Contractor; and shall not advise on, or issue directions concerning aspects of construction means, methods, techniques, sequences or procedures, or safety precautions in connection with the work.

12. Erosion Control

The Contractor shall be required to control dust or air-borne dirt resulting from construction operations by utilizing a mechanical street sweeper on all pavement within or adjacent to the project work zone throughout the duration of the project. The resulting debris shall be disposed of off-site in accordance with Article 202.03 of the Standard Specifications. Individual fire hydrant use shall not be permitted to control dust at specific locations. The Contractor shall provide dust control operations daily or as directed by the Engineer.

The cost of this work shall be included in the unit prices bid and no additional compensation shall be allowed to control dust as specified herein.

No excavations shall be left open during non-work hours unless approved by the Village and adequately protected from the public.

The Contractor will be required to perform erosion control best management practices as listed on the plans, specifications, and details during construction. Discharge of sediment-laden water or construction debris into the storm sewer system or waterways will not be permitted and subjected to a monetary penalty as noted in the monetary penalties general condition. In addition, the Contractor will be responsible for cleaning all storm sewer systems and waterways to their preconstruction condition to the satisfaction of the Engineer. In the event of an illicit discharge, regardless of blame, the Contractor shall concentrate their work efforts on remedying the situation to correct the deficiency.

The work zone shall be maintained in accordance with Section 701 of the Standard Specifications. Negligence by the Contractor to follow these minimum guidelines that result in or cause damage to Village equipment during snow fall removal or any other similar Village operation will be the direct responsibility of the Contractor to repair. The repair will be completed by the Village and the cost of the repair will be deducted off the next pay request due to the Contractor.

All operations by the Contractor such as flushing, dewatering, leaking water trucks or equipment, repairs to broken water services or water main, or similar that cause freezing of water on the pavement or sidewalk shall be maintained by salting, sanding or removal of the condition by the Contractor to the satisfaction of the Engineer.

If items of work have not been provided for in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

13. Private Property

The Contractor shall make themselves aware of the surroundings and of private property. The Village will not tolerate entering private property or driving equipment/vehicles on a driveway within the public right of way to remain for any reason during construction unless prior approval has been granted by the property owner. The Contractor will incur a monetary penalty of \$500 per occurrence as determined by the Engineer for violation of this requirement.

14. Period of Establishment

This work shall include all labor, material, and equipment necessary to furnish and install pulverized topsoil, seed, fertilizer nutrients and Mulch Method 3A or PennMulch/Erosion Control Blanket (whichever is required per the process and payment) in accordance with Sections 211, 250, 251, and 252 of the Standard Specifications and as specified herein.

Pulverized topsoil shall be placed as prescribed by the pay items and not be placed until the area has been shaped, trimmed, and finished to the lines and grades as directed by the Engineer. All irregularities, depressions, or high points in the surface shall be filled or smoothed out before topsoil is placed. The surface of the topsoil shall be blended to match the existing terrain and adjacent roadway, and be free from clods, stones, sticks, and debris.

The Contractor shall furnish and place the IDOT class of seed specified, and be produced and tested in the current year, be of good quality, and free of weeds. Fertilizer nutrients shall be applied at a 1:1 ratio in accordance with Article 250.04 of the Standard Specifications. Within 24 hours of seed placement, mulch shall be placed by method 3A in accordance with Article 251.03(d) of the Standard Specifications.

It is recommended that the Contractor water the area every other day at a rate of three (3) gallons per square yard, however, it is the sole and exclusive responsibility of the Contractor to make required adjustments to the watering rate or schedule.

To be acceptable for final payment, the landscaped areas shall undergo a 30-day period of establishment beginning on the last day that seed is sowed. During this period, the Contractor shall be responsible for, at no additional cost to the Village, watering, removing weeds and maintaining the seeded areas and repairing any damage to the seeded areas due to but not limited to, errant vehicles, severe weather or all other causes. At the end of the 30-day period of establishment, the Village or Engineer will inspect the landscaped area and if deemed unsatisfactory, the Contractor shall be required to provide means and methods necessary to establish a live, healthy turf area. Should the seed not germinate because of prevailing cool weather, the period of establishment may be adjusted as determined by the Engineer. It shall be the sole and exclusive responsibility of the Contractor, not the Engineer, for maintaining and monitoring the landscape restoration during the period of establishment. If the placed landscape restoration has not been approved by the Village or Engineer sixty (60) calendar days following installation, the Contractor will incur a monetary penalty of \$250 per calendar day or be required to place sod at the entire failed location. The placement of sod or monetary penalty will be authorized at the sole discretion of the Engineer.

Upon project completion and expiration of the second period of establishment noted above any additional failure by the contractor to achieve a healthy growth of vegetation as defined will be considered failure to complete the project on time and the liquidated damages will be applied accordingly.

Planting times shall be April 1 to June 15 and August 1 to November 1.

The Contractor shall provide the Engineer with proper documentation on the landscaping materials supplied to the project such as topsoil source, topsoil certification, fertilizer bags, seed tags, and seed bags.

Upon placement of topsoil, seed, fertilizer nutrients, and mulch, 75 percent of each respective pay item will be paid. Upon final acceptance of the topsoil, seed, fertilizer nutrients, and mulch placed, the remaining 25 percent of each respective pay item will be paid.

The Village may postpone permanent seeding operations if deemed necessary. In such an event, the completion date may be extended accordingly.

15. Protection of Mailboxes

The Contractor shall take all necessary precautions when working near mailboxes within or adjacent to the project limits. If at the Contractors discretion, a mailbox will interfere with construction operations, a temporary mailbox shall be located per the United States Postal Service requirements and the permanent mailbox reinstalled following said operation. At no time shall a resident be without a mailbox or not receive mail due to a mailbox being removed, replaced or damaged. The Contractor shall replace, at no additional cost to the Village, any mailbox

or post which has been damaged by the Contractor's operations due to neglect, misconduct or poor workmanship. The cost of all materials required and all labor necessary to comply with the above Provisions will not be paid for separately, but shall be considered as included in the unit prices bid and no additional compensation will be allowed.

The Contractor shall refer to the mailbox installation detail included in appendix A for installation requirements.

The Contractor must maintain access for both residents and mail carriers to all mailboxes throughout the duration of the project.

16. Use of Fire Hydrants

The indiscriminate use of fire hydrants is strictly prohibited. The Contractor can obtain non-potable water in bulk at no charge at the Buffalo Grove Public Works Department, 51 Raupp Blvd. The Contractor shall provide a water truck or containment and driver to obtain and transport the water. All water obtained from the Village shall be used for this project only. If deemed necessary, the Village reserves the right to restrict or refuse the use of Village water. The Contractor will be responsible for executing the required paperwork and follow all requirements of the Village. If it is determined that the Contractor or its subcontractors operate or use a Village fire hydrant, a monetary penalty of \$1,000 per occurrence that will be imposed.

17. Existing Hardscape

Any damage to existing hardscape from tracked equipment or due to the Contractor's negligence, workmanship, or neglect shall be replaced at the Contractor's expense. It is recommended rubber tired or rubber tracked equipment is used. Any unwarranted disturbance to the existing hardscape to remain will warrant repairs made joint to joint and in conformance with the bid documents with limits specified in the Maintenance Letter of Credit general condition. The Engineer and Village shall determine the limit of removal and replacement operations, and all work shall be completed to the satisfaction of the Engineer.

18. Tree Protection and Preservation

This work shall consist of pruning existing trees, shrubs, or bushes in accordance with Section 201 of the Standard Specifications, except as modified herein.

Breaking off branches of plant material to remain during clearing or construction operations will not be allowed. Preceding any existing tree pruning or trimming operations, the Contractor shall demonstrate that there is no other practical method to complete the work and request permission from the Engineer. All pruning shall be done according to the current ANSI A300 (Part 1) – Pruning Standard.

All branches and foliage pruned or trimmed shall be disposed of off-site in accordance with Article 202.03 of the Standard Specifications.

All existing trees larger than 6" in diameter and not specifically designated for removal, which are removed or damaged due to the Contractor's neglect, shall be inspected by the Village Forester or his designated representative. For each infraction that causes damage to a tree, a monetary penalty of \$1,000 may be imposed and the replacement of the damaged tree required, depending on the extent of injury caused to each tree. No replacement tree shall have a diameter of less than 3" or more than 6", unless authorized by the Village of Buffalo Grove. All new plantings shall be completed in accordance with Section 253 of the Standard Specifications.

19. Indemnification

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

For this project, the Village may utilize a Consultant, Gewalt Hamilton Associates. The Contractor shall indemnify the Consultant in the same manner as the Village, as stated above.

20. Insurance Requirements

12.04.080 - Insurance.

- A. Required Coverages and Limits. Unless otherwise provided by franchise, license, or similar agreement, each Contractor occupying right-of-way or constructing any facility in the right-of-way shall secure and maintain the following liability insurance policies insuring the Contractor as named insured and naming the Village, and its elected and appointed officers, officials, agents, and employees and Gewalt Hamilton Associates, Inc. and employees as additional insureds on the policies listed in subsection (A)(1) and (A)(2) of this section:
1. Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:
 - a. Five million dollars for bodily injury or death to each person,
 - b. Five million dollars for property damage resulting from any one accident, and
 - c. Five million dollars for all other types of liability;
 2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars for personal injury and property damage for each accident;
 3. Worker's compensation with statutory limits; and
 4. Employer's liability insurance with limits of not less than one million dollars per employee and per accident.

If the Contractor is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

- B. Excess or Umbrella Policies. The coverages required by this section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- C. Copies Required. **The Contractor shall provide copies of any of the policies including all endorsements or certificates required by this section to the Village within ten calendar days following receipt of a written request therefor from the Village.**
- D. Maintenance and Renewal of Required Coverages. The insurance policies required by this section shall contain the following endorsement:
- "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) calendar days after receipt by the Village, by registered mail or certified mail, return receipt requested, of a written notice addressed to the Village Manager of such intent to cancel or not to renew."

Within ten (10) calendar days after receipt by the Village of said notice, and in no event later than ten (10) calendar days prior to said cancellation, the Contractor shall obtain and furnish to the Village evidence of replacement insurance policies meeting the requirements of this section.

- E. Self-Insurance. A Contractor may self-insure all or a portion of the insurance coverage and limit requirements required by subsection A of this section. A Contractor that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under subsection A of this section, or the requirements of subsections B through D of this section. A Contractor that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under subsection A of this section, such as evidence that the Contractor is a "private self-insurer" under the Workers Compensation Act.
- F. Effect of Insurance and Self-Insurance on Contractor's Liability. The legal liability of the Contractor to the Village and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.
- G. Insurance Companies. All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.
- H. Verification of Coverage. **Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

- I. Subcontractors. Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.
- J. Assumption of Liability. The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.
- K. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.
- L. Failure to Comply. In the event the Contractor fails to obtain or maintain any insurance coverage's required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Contractor.

Nothing contained herein is intended to constitute, nor shall it constitute a waiver of the rights, defenses and/or other immunities provided or available to the Village under law including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act.

21. Accidents

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Village by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

22. No Assignment

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Village or authorized representative.

23. Default

The following shall constitute a default an "Event of Default" by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics', materialmens' or suppliers' lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

24. Delays

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

25. Compliance With Laws

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's actual or alleged violation of FOIA or the Contractor's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

26. No Waiver of Rights

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

27. Termination of the Contract

Voluntary Termination. Notwithstanding any other provision hereof, the Village may terminate this Contract during the Initial Term with or without cause, at any time upon thirty (30) calendar days prior written notice to the Contractor.

Termination for Breach. Either party may terminate this Contract upon written notice to the other party following material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) calendar days of receipt of written notice of such breach from the non-breaching party.

28. Controlling Law and Venue

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

29. Miscellaneous

- A. **AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. **NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. **SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- D. **NO THIRD PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- E. **BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- F. **ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- G. **SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- H. **TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*

30. Certified Payroll Reports

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq. Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days' Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work

has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number. The Contractor shall provide a list of every name, address, phone number and email of every sub-contractor for the Work.

If the contractor must submit the payroll to the Village of Buffalo Grove for reasons outside of their control, the Village requests that the Contractor submit all certified payroll reports, including subcontractors, and EEO reporting be sent electronically in separate files for each respective Contractor/subcontractor with the weeks ending date in the file name to kjohnson@vbg.org (i.e. Contractor Name Week Ending.pdf) as shown in the sample letter in Exhibit D.

The Contractor is responsible for providing all records in accordance with the Illinois Department of Labor's (IDOL) requirements pertaining to the Prevailing Wage Act on the standard IDOL form. Only the last four (4) digits of the employee's social security number will be required; the remaining digits shall be "X" or redacted. To complete the certified payroll request for release of payment, the Contractor must supply a signed and notarized written statement that all necessary documentation has been turned over for the pay period pertaining to that payment requested.

Under P.A. 98-0328, the public body must retain copies of the certified payroll for 5 years rather than 3 years as was the case previously. The Illinois Department of Labor (IDOL) has created model certified payroll forms which can be found at the IDOL website www.illinois.gov/idol. The new form consists of three pages identified as the "certified transcript of payroll affidavit" and "certified transcript of payroll instructions". The new forms on the IDOL website can be filled in online and then printed out. Under P.A. 98-0482, contractors and subcontractors will have to provide additional information with respect to working hours, wage rates, overtime rates and fringe benefits. The IDOL's model certified payroll forms are the most current forms for compliance with P.A. 98-0482 and should be used in public works contracts.

31. Monetary Penalties

All work shall be completed in accordance with the Contract Documents in a reasonable and timely manner. For each occurrence that work is not completed in a reasonable and timely manner, a monetary penalty will be deducted from the final pay application. The Contractor shall make themselves and all subcontractors aware of the following deficiency and deductions:

Description	Penalty	Per Occurrence
Failure to Sweep Roadway	\$250	Calendar Day
Failure to Adhere to Period of Establishment Requirements	\$250	Calendar Day
Distributing Unapproved Resident Notices	\$100	Household
Use of Fire Hydrant or Valve	\$1,000	Each
Entering Private Property	\$500	Per Occurrence
Failure to Provide Portable Facilities	\$100	Calendar Day
Illicit Discharge of Silt or Construction Debris	\$1,000	Per Occurrence
Failure to Maintain Erosion and/or Sediment Control Devices	\$1,000	Per Occurrence
Working Outside Allowable Work Hours	\$1,000	Per Occurrence

At the discretion of the Engineer and without notice, the Contractor shall have deducted the monetary penalty amount as listed above for each occurrence on the final pay application.

32. Maintenance Bond

The Contractor will be required to post a Maintenance Bond for a period of One Year (1-yr) from date of final acceptance by the Village. Final acceptance will be the date the Final Payment is made to the Contractor. The bond shall be in a form acceptable to the Village in the amount of 10% (ten percent) of the awarded contract value. Unless under emergency situations the Village will offer the Contractor the ability to fix or repair any item prior to the bond being called. If the Contractor elects to perform the repairs themselves all work must be complete within 14 calendar days of notice from the Village or the Village reserves the right to perform the repairs themselves.

The Maintenance Bond shall cover all necessary repairs or replacements as deemed necessary by the Village due to poor workmanship, failed materials, any settlement, excessively spalled, chert popped or cracked concrete, storm, sanitary and water main failures, restoration

establishment, and other items as completed by the Contractor under the Contract.

All required pavement repairs shall be from curb line to the nearest cold joint. Pavement repairs shall have all joints routed and filled with crack seal material including along the edge of pavement 30 calendar days after installation.

If the Contractor elects to not perform the repairs or does not perform them in the time allotted the Village will perform the work and collect from the bond any damages incurred by the Village to perform the repairs.

33. Water and Sewer Services

The Village of Buffalo Grove will not locate private water and sewer service lines as part of the JULIE notification system. The property owner is the owner of these services from the building to the main and are exempt from the JULIE system.

The Contractor is fully responsible for protecting all utilities near or in their excavation area and shall make themselves fully aware of the exact location of each utility; marked or not marked. The Contractor may elect to locate any and all utilities marked or unmarked, at their expense. Repeated damage to service lines will need to be repaired from the main to the right-of-way as directed by the Engineer. The Contractor shall be responsible for repairs to all damaged utilities incurred as determined by the Village and/or Engineer.

All repairs to damaged water and sewer service lines shall be completed with material equal to, including size, of the existing service. Connections of dissimilar materials shall be made with stainless steel non-shear mission couplings or appropriate flare couplings for water services. All fittings for copper water service lines shall be of the "flare" type regardless of temporary or permanent use. Any damage to existing water service lines during construction shall be repaired with the existing main under pressure. The Contractor shall have a crimping tool and e-z out or freeze kit on-site to make repairs as required. Repair of service lines in this manner shall only be performed on lines that will be abandoned as part of this project, if applicable.

The Contractor shall refer to the Village of Buffalo Grove Materials List in Appendix A for all material requirements. This work shall not be paid for separately and no additional cost incurred will be the responsibility of the Village.

34. Earth Excavation

All earth excavation required to complete this project to the proposed lines, grades, and cross sections shall be in accordance with Section 202 of the Standard Specifications. Earth excavation will not be paid for separately but shall be included in the cost of the item requiring the excavation, unless otherwise stated herein. All surplus excavated material shall be disposed of off-site in accordance with Article 202.03 of the Standard Specifications.

35. Retainage and Waivers

The Village of Buffalo Grove has the option to retain from the amount due to the Contractor a maximum of (ten) 10% from each pay request. The Contractor may request the retainage be reduced and provide reasoning for such reduction in writing to the Village. The Village has the option to accept or deny the request and shall be considered final. The retainage may be held until the Village determines the project to be final and accepted, at which time any warranty or maintenance period shall begin.

The Contractor shall submit, for each pay request submittal, original partial or final waivers from all subcontractors and material suppliers for the work payment is requested from the Village; trailing waivers will not be permitted. The Village will not remit payment to the Contractor until all waivers for the work the Contractor is requesting payment for are received and reviewed. To help expedite the process, the Village is willing to review draft waivers after the invoice has been submitted for the pay request. When the draft waivers are reviewed and found acceptable, and the check is cut according to the Village's Warrant schedule, then the check and final waivers can be exchanged.

Exhibits B and C included herein show the waiver forms that are expected to be used for both partial and final waivers.

36. Final Site Inspection

After the Contractor has submitted the notice of final completion to the Village, the Contractor shall schedule a final site inspection with the Engineer. The Contractor shall provide a laborer or Contractor's representative for the final inspection that will be responsible for the following:

1. Open and inspect all existing and proximal storm structures, sanitary structures, and valve vaults.
2. Key all proximal hydrant auxiliary boxes and operate the valve.

3. Key all proximal b-box's and operate the valve.
4. Key all proximal valves and operate the valve.
5. Review general site cleanliness and condition of landscaping, curb, sidewalk, pavement, etc.

Upon completion of the final site inspection, the Engineer will provide the Contractor a list of any deficiencies documented. The Contractor will have fourteen (14) calendar days to correct any deficiencies following the scheduled final inspection and punch list submittal by the Engineer.

37. Invoicing and Method of Payment

- A. The request for payment will be submitted on forms approved by the Village. The invoice shall itemize each chargeable item for each location.
- B. Village will utilize Cartegraph Tasks for assigning work to Contractor.
- C. Payment will be made using the unit prices provided in the Contract. Rates shall only include time actually spent on the job within the Village. Travel time to and from the Village shall not be charged.
- D. The Village will remit payment due to the Contractor according to the Illinois Prompt Payment Act.

38. Work Tasks – Work Flow

The Village of Buffalo Grove Public Works Department utilizes Cartegraph OMS as its work flow and asset management system. All work will be assigned to the Contractor through Cartegraph OMS as individual 'Tasks' that will correspond with the respective pay item for each location. All repairs are to be completed by the Contractor, and all information related to the repairs shall be identified and included as the Contractor completes the Cartegraph OMS Task. The Village will quantify the length(s), width(s) and area(s) for each location, along with an existing conditions picture for each Task entered for the Contractor's reference. Within 48 hours of the work being completed at each location, it is the Contractor's responsibility to make the Task as 'Complete' in Cartegraph OMS. The Contractor shall be required to attach a minimum of one picture at each location of the completed work and make note of any differences in the proposed area under 'Notes' when marking the item complete. The Village will review each area within one week of it being marked as complete for compliance and return any deficiencies to the Contractor via email.

The Village shall be responsible to provide the Contractor with an i-Pad to access and complete Cartegraph OMS Tasks (Cartegraph may also be accessed from the Contractor's own desktop computer or tablet as well following some setup and/or information from the Village). In accordance with Article 105.06 of the Standard Specifications, the Contractor shall designate one, competent English-speaking agent who will be trained by the Village of Buffalo Grove Public Works Department on Cartegraph OMS and the expected work flow. The training will be no more than two hours and will only be a one-time effort by the Village.

Special Provisions

1. Landscape Restoration (Snow Plow Damage)

This work shall include all labor, material, and equipment necessary to furnish, place, and maintain pulverized topsoil, seed, fertilizer nutrients, and erosion control blanket in accordance with Section(s) 211, 250, and 251 of the Standard Specifications and as specified herein.

Pulverized topsoil shall be placed to a maximum depth of four (4) inches and not be placed until the area has been shaped, trimmed, and finished to the lines and grades as directed by the Engineer. All irregularities, depressions, or high points in the surface shall be filled or smoothed out before topsoil is placed. The surface of the topsoil shall be blended to match the existing terrain and adjacent hardscape, and be free from clods, stones, sticks, and debris. Any existing turf of a poor quality or nature should be removed and disposed of offsite.

The Contractor shall furnish and place IDOT Class 1A salt tolerant lawn mixture, produced and tested in the current year, be of good quality, and free of weeds. Nitrogen and potassium fertilizer nutrients shall be applied at a 1:1 ratio in accordance with Article 250.04 of the Standard Specifications (phosphorus is not permitted). Within 24 hours of seed placement, erosion control blanket shall be installed in accordance with Article 251.04 of the Standard Specifications.

It is recommended that the Contractor water the area every other day at a rate of three (3) gallons per square yard, however, it is the sole and exclusive responsibility of the Contractor to make required adjustments to the watering rate or schedule.

To be acceptable for final payment, the landscaped areas shall undergo a 30-day period of establishment beginning on the last day that seed is sowed. During this period, the Contractor shall be responsible for, at no additional cost to the Village, watering, removing weeds and maintaining the seeded areas and repairing any damage to the seeded areas due to but not limited to, errant vehicles, severe weather or all other causes. At the end of the 30-day period of establishment, the Owner or Engineer will inspect the landscaped area and if deemed unsatisfactory, the Contractor shall be required to provide means and methods necessary to establish a live, healthy turf area. Should the seed not germinate because of prevailing cool weather, the period of establishment may be adjusted as determined by the Engineer. It shall be the sole and exclusive responsibility of the Contractor, not the Engineer, for maintaining and monitoring the landscape restoration during the period of establishment. If the placed landscape restoration has not been approved by the Owner or Engineer sixty (60) calendar days following installation, the Contractor will incur a monetary penalty of \$250 per calendar day or be required to place sod at the entire failed location. The placement of sod or monetary penalty will be authorized at the sole discretion of the Engineer.

Planting times shall be April 1 to June 15 and August 1 to November 1 in accordance with Article 250.07 of the Standard Specifications.

The Contractor shall provide the Engineer with proper documentation on the landscaping materials supplied to the project such as topsoil source, topsoil certification, fertilizer bags, seed tags, and seed bags.

Upon placement of topsoil, seed, fertilizer nutrients, and mulch, 75 percent of each respective pay item will be paid. Upon final acceptance of the topsoil, seed, fertilizer nutrients, and mulch placed, the remaining 25 percent of each respective pay item will be paid.

The Village may postpone permanent seeding operations if deemed necessary. In such an event, the completion date may be extended accordingly.

For restoration areas less than two (2) square yards, it is at the Contractor's discretion to utilize a PennMulch method or seed and erosion control blanket method as described herein, however the obligations of the Contractor regarding the period of establishment shall still apply.

This work will be measured in place and paid for at the contract unit price per square yard (SY) for LANDSCAPE RESTORATION, 4" & VARIES, which shall include all labor, material, and equipment required to complete the work as specified herein.

2. Landscape Restoration (Stumps)

This work shall include all labor, material, and equipment necessary to prune existing tree roots and stumps, and furnish, place, and maintain pulverized topsoil, seed, fertilizer nutrients, and erosion control blanket in accordance with Section(s) 211, 250, and 251 of the Standard Specifications and as specified herein.

The Contractor shall be responsible for the complete removal of the resulting material from stump and tree root pruning operations and disposal off-site according to Article 202.03 of the Standard Specifications.

Pulverized topsoil shall be placed to a maximum depth of up to twelve (12) inches and varies, in such a manner as to fill the hole and trenches left by the ground stump and exposed roots. All irregularities, depressions, or high points in the surface shall be filled or smoothed out before topsoil is placed. The surface of the topsoil shall be blended to match the existing terrain and adjacent hardscape, and be free from clods, stones, sticks, and debris.

The Contractor shall furnish and place IDOT Class 1A salt tolerant lawn mixture, produced and tested in the current year, be of good quality, and free of weeds. Nitrogen and potassium fertilizer nutrients shall be applied at a 1:1 ratio in accordance with Article 250.04 of the Standard Specifications (phosphorus is not permitted). Within 24 hours of seed placement, erosion control blanket shall be installed in accordance with Article 251.04 of the Standard Specifications.

It is recommended that the Contractor water the area every other day at a rate of three (3) gallons per square yard, however, it is the sole and exclusive responsibility of the Contractor to make required adjustments to the watering rate or schedule.

To be acceptable for final payment, the landscaped areas shall undergo a 30-day period of establishment beginning on the last day that seed is sowed. During this period, the Contractor shall be responsible for, at no additional cost to the Village, watering, removing weeds and maintaining the seeded areas and repairing any damage to the seeded areas due to but not limited to, errant vehicles, severe weather or all other causes. At the end of the 30-day period of establishment, the Owner or Engineer will inspect the landscaped area and if deemed unsatisfactory, the Contractor shall be required to provide means and methods necessary to establish a live, healthy turf area. Should the seed not germinate because of prevailing cool weather, the period of establishment may be adjusted as determined by the Engineer. It shall be the sole and exclusive responsibility of the Contractor, not the Engineer, for maintaining and monitoring the landscape restoration during the period of establishment. If the placed landscape restoration has not been approved by the Owner or Engineer sixty (60) calendar days following installation, the Contractor will incur a monetary penalty of \$250 per calendar day or be required to place sod at the entire failed location. The placement of sod or monetary penalty will be authorized at the sole discretion of the Engineer.

Planting times shall be April 1 to June 15 and August 1 to November 1 in accordance with Article 250.07 of the Standard Specifications.

The Contractor shall provide the Engineer with proper documentation on the landscaping materials supplied to the project such as topsoil source, topsoil certification, fertilizer bags, seed tags, and seed bags.

Upon placement of topsoil, seed, fertilizer nutrients, and mulch, 75 percent of each respective pay item will be paid. Upon final acceptance of the topsoil, seed, fertilizer nutrients, and mulch placed, the remaining 25 percent of each respective pay item will be paid.

The Village may postpone permanent seeding operations if deemed necessary. In such an event, the completion date may be extended accordingly.

For restoration areas less than two (2) square yards, it is at the Contractor's discretion to utilize a PennMulch method or seed and erosion control blanket method as described herein, however the obligations of the Contractor regarding the period of establishment shall still apply.

This work will be measured in place and paid for at the contract unit price per square yard (SY) for LANDSCAPE RESTORATION, 12" & VARIES, which shall include all labor, material, and equipment required to complete the work as specified herein.

3. Landscape Restoration (Utility Dig Restoration)

This work shall include all labor, material, and equipment necessary to restore parkway areas as a result of utility excavations and will be performed in two parts 3.A.Furnished Excavation and 3.B.Utility Dig Restoration

3.A. Furnished Excavation

This work shall include all labor, material, and equipment necessary to furnish, place, and compact suitable excavated material within the parkway repair locations to the depth specified in accordance with Section 204 of the Standard Specifications and as specified herein.

The existing parkway material within the utility trench shall be excavated to a depth of 18" and disposed of off-site in accordance with Article 202.03 of the Standard Specifications. The remaining subgrade shall be compacted with a steel plate vibratory machine to the satisfaction of the Engineer.

The furnished material shall then be placed and compacted to a depth of 14" and 4" from finish grade and shall have a Standard Dry Density of not less than 90 lb/cu ft when tested according to AASHTO T 99 (Method C) and shall not possess an organic content greater than ten percent when tested according to AASHTO T 194. Parkway restoration shall be completed in accordance with the General Landscape Restoration pay item and applicable special provision.

This work will be measured in place and paid for at the contract unit price per square yard (SY) for FURNISHED EXCAVATION, which shall include all labor, material, and equipment required to complete the work as specified herein.

For each utility excavation location, it is anticipated that the area will differ for 3A and 3B, respectively.

3.B. Utility Dig Restoration

This work shall include all labor, material, and equipment necessary to furnish, place, and maintain pulverized topsoil, seed, fertilizer nutrients, and erosion control blanket in accordance with Section(s) 211, 250, and 251 of the Standard Specifications and as specified herein.

Pulverized topsoil shall be placed to a maximum depth of four (4) inches and not be placed until the area has been shaped, trimmed, and finished to the lines and grades as directed by the Engineer. All irregularities, depressions, or high points in the surface shall be filled or smoothed out before topsoil is placed. The surface of the topsoil shall be blended to match the existing terrain and adjacent hardscape, and be free from clods, stones, sticks, and debris. Any existing turf of a poor quality or nature should be removed and disposed of offsite.

The Contractor shall furnish and place IDOT Class 1A salt tolerant lawn mixture, produced and tested in the current year, be of good quality, and free of weeds. Nitrogen and potassium fertilizer nutrients shall be applied at a 1:1 ratio in accordance with Article 250.04 of the Standard Specifications (phosphorus is not permitted). Within 24 hours of seed placement, erosion control blanket shall be installed in accordance with Article 251.04 of the Standard Specifications.

It is recommended that the Contractor water the area every other day at a rate of three (3) gallons per square yard, however, it is the sole and exclusive responsibility of the Contractor to make required adjustments to the watering rate or schedule.

To be acceptable for final payment, the landscaped areas shall undergo a 30-day period of establishment beginning on the last day that seed is sowed. During this period, the Contractor shall be responsible for, at no additional cost to the Village, watering, removing weeds and maintaining the seeded areas and repairing any damage to the seeded areas due to but not limited to, errant vehicles, severe weather or all other causes. At the end of the 30-day period of establishment, the Owner or Engineer will inspect the landscaped area and if deemed unsatisfactory, the Contractor shall be required to provide means and methods necessary to establish a live, healthy turf area. Should the seed not germinate because of prevailing cool weather, the period of establishment may be adjusted as determined by the Engineer. It shall be the sole and exclusive responsibility of the Contractor, not the Engineer, for maintaining and monitoring the landscape restoration during the period of establishment. If the placed landscape restoration has not been approved by the Owner or Engineer sixty (60) calendar days following installation, the Contractor will incur a monetary penalty of \$250 per calendar day or be required to place sod at the entire failed location. The placement of sod or monetary penalty will be authorized at the sole discretion of the Engineer.

Planting times shall be April 1 to June 15 and August 1 to November 1 in accordance with Article 250.07 of the Standard Specifications.

The Contractor shall provide the Engineer with proper documentation on the landscaping materials supplied to the project such as topsoil source, topsoil certification, fertilizer bags, seed tags, and seed bags.

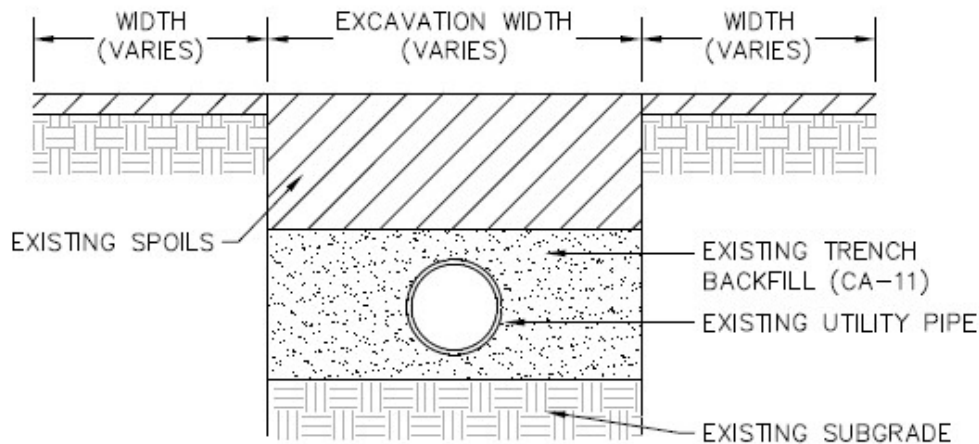
Upon placement of topsoil, seed, fertilizer nutrients, and mulch, 75 percent of each respective pay item will be paid. Upon final acceptance of the topsoil, seed, fertilizer nutrients, and mulch placed, the remaining 25 percent of each respective pay item will be paid.

The Village may postpone permanent seeding operations if deemed necessary. In such an event, the completion date may be extended accordingly.

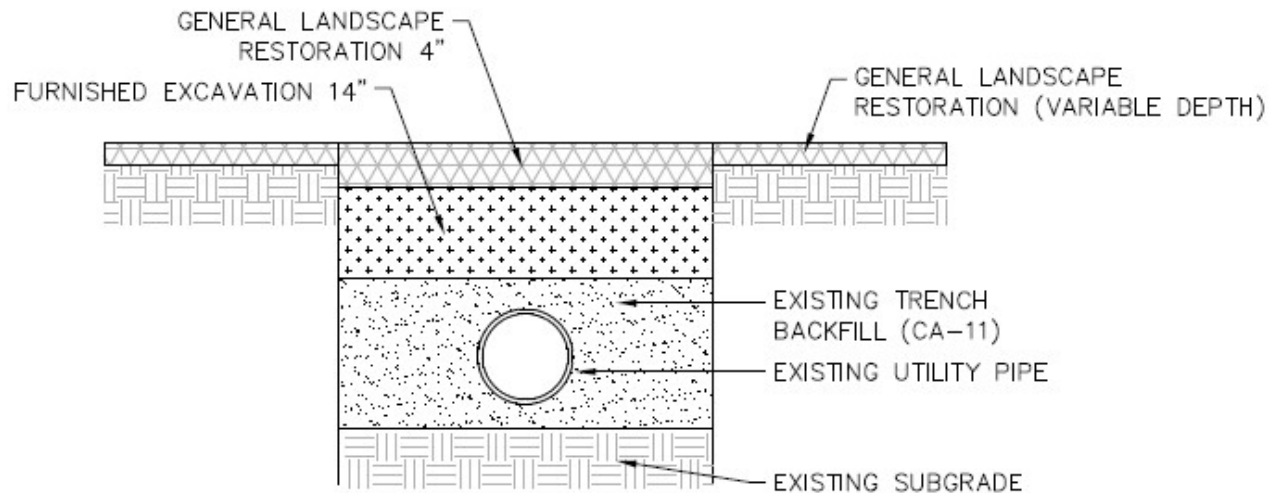
For restoration areas less than two (2) square yards, it is at the Contractor's discretion to utilize a PennMulch method or seed and erosion control blanket method as described herein, however the obligations of the Contractor regarding the period of establishment shall still apply.

This work will be measured in place and paid for at the contract unit price per square yard (SY) for LANDSCAPE RESTORATION, 4" & VARIES, which shall include all labor, material, and equipment required to complete the work as specified herein.

For each utility excavation location, it is anticipated that the area will differ for 3A and 3B, respectively.



EXISTING PARKWAY SECTION



PROPOSED PARKWAY SECTION

- 1) Remove existing trench spoils within the trench to a depth of eighteen (18) inches below finish grade and compact the remaining material.
- 2) Furnish and compact fourteen (14) inches of suitable material.
- 3) Excavate and prepare the subgrade of the adjacent disturbed parkway as marked by the Engineer.

- 4) Install four (4) inches of pulverized topsoil within the trench width and variable depth adjacent to match the existing terrain.
- 5) Install seed, fertilizer, and blanket.

4. Landscape Restoration (Cut and Fill Restoration Areas) – ALTERNATE

This work shall include all labor, material, and equipment necessary to restore parkway areas that require additional excavation efforts and will be performed in two parts 4.A.Cut and Fill Parkway and 4.B.Cut and Fill Restoration

3.A. Cut and Fill Parkway

This work shall include all labor, material, and equipment necessary to excavate, remove, fill, furnish, place, and compact suitable excavated material within the parkway repair locations as required in accordance with Section 204 of the Standard Specifications and as specified herein.

The intent of this item is to prepare the parkway as an even and equal surface of turf restoration within the parkway, with a straight line from the back of curb to the edge of sidewalk. Swales, trenches or other special circumstances will only be permitted when directed by the Engineer. The locations of the parkway that are higher than the straight line shall be trimmed down to match the existing terrain and adjacent hardscape and allow for a maximum depth of four (4) inches of new topsoil. Areas that are lower than that straight line are to be filled with either topsoil or surplus excavated material from other high areas. Any low area that is deeper than four (4) inches shall be compacted with a steel plate vibratory machine to the satisfaction of the Engineer.

This work will be measured in place and paid for at the contract unit price per square yard (SY) for Cut and Fill Parkway, which shall include all labor, material, and equipment required to complete the work as specified herein.

These locations shall be agreed upon and measured by the Engineer and Contractor prior to beginning work. The Village will note the proposed individual measurements and areas in each Cartegraph OMS Task as stated herein, however if the Contractor does not request a meeting for this re-measure prior to starting work, the Engineer's measurements in Cartegraph OMS will be considered final and used for payment.

3.B. Cut and Fill Restoration

This work shall include all labor, material, and equipment necessary to furnish, place, and maintain pulverized topsoil, seed, fertilizer nutrients, and erosion control blanket in accordance with Section(s) 211, 250, and 251 of the Standard Specifications and as specified herein.

Pulverized topsoil shall be placed to a maximum depth of four (4) inches and not be placed until the area has been shaped, trimmed, and finished to the lines and grades as directed by the Engineer. All irregularities, depressions, or high points in the surface shall be filled or smoothed out before topsoil is placed. The surface of the topsoil shall be blended to match the existing terrain and adjacent hardscape, and be free from clods, stones, sticks, and debris. Any existing turf of a poor quality or nature should be removed and disposed of offsite.

The Contractor shall furnish and place IDOT Class 1A salt tolerant lawn mixture, produced and tested in the current year, be of good quality, and free of weeds. Nitrogen and potassium fertilizer nutrients shall be applied at a 1:1 ratio in accordance with Article 250.04 of the Standard Specifications (phosphorus is not permitted). Within 24 hours of seed placement, erosion control blanket shall be installed in accordance with Article 251.04 of the Standard Specifications.

It is recommended that the Contractor water the area every other day at a rate of three (3) gallons per square yard, however, it is the sole and exclusive responsibility of the Contractor to make required adjustments to the watering rate or schedule.

To be acceptable for final payment, the landscaped areas shall undergo a 30-day period of establishment beginning on the last day that seed is sowed. During this period, the Contractor shall be responsible for, at no additional cost to the Village, watering, removing weeds and maintaining the seeded areas and repairing any damage to the seeded areas due to but not limited to, errant vehicles, severe weather or all other causes. At the end of the 30-day period of establishment, the Owner or Engineer will inspect the landscaped area and if deemed unsatisfactory, the Contractor shall be required to provide means and methods necessary to establish a live, healthy turf area. Should the seed not germinate because of prevailing cool weather, the period of establishment may be adjusted as determined by the Engineer. It shall be the sole and exclusive responsibility of the Contractor, not the Engineer, for maintaining and monitoring the landscape restoration during the period of establishment. If the placed landscape restoration has not been approved by the Owner or Engineer sixty (60) calendar days following installation, the Contractor will incur a monetary penalty of \$250 per calendar day or be required to place sod at the entire failed location. The placement of sod or monetary penalty will be authorized at the sole discretion of the Engineer.

Planting times shall be April 1 to June 15 and August 1 to November 1 in accordance with Article 250.07 of the Standard Specifications.

The Contractor shall provide the Engineer with proper documentation on the landscaping materials supplied to the project such as topsoil source, topsoil certification, fertilizer bags, seed tags, and seed bags.

Upon placement of topsoil, seed, fertilizer nutrients, and mulch, 75 percent of each respective pay item will be paid. Upon final acceptance of the topsoil, seed, fertilizer nutrients, and mulch placed, the remaining 25 percent of each respective pay item will be paid.

The Village may postpone permanent seeding operations if deemed necessary. In such an event, the completion date may be extended accordingly.

For restoration areas less than two (2) square yards, it is at the Contractor's discretion to utilize a PennMulch method or seed and erosion control blanket method as described herein, however the obligations of the Contractor regarding the period of establishment shall still apply.

This work will be measured in place and paid for at the contract unit price per square yard (SY) for LANDSCAPE RESTORATION, 4" & VARIES, which shall include all labor, material, and equipment required to complete the work as specified herein.

5. Traffic Control and Protection

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

Delays to the Contractor caused by complying with these requirements will be considered included in the cost of the contract, and no additional compensation will be allowed.

Standards

701006, 701301, 701501, 701801 and 701901

Details

TC-10 Traffic Control and Protection for Side Roads, Intersections and Driveways

Special Provisions

Erosion Control

Protection of Mailboxes

Traffic Control Plan

LRS 3 – Work Zone Traffic Control Surveillance

LRS 4 – Flaggers in Work Zones

BDE - Equipment Parking and Storage

BDE - Traffic Control Devices – Cones

BDE – Work Zone Traffic Control Devices

No roads or segments shall be closed without prior written approval from the Engineer. The Contractor must present to the Engineer, a detour plan with a detailed description addressing how resident access will be maintained and all applicable signage. Submittal of a road closure request to the Engineer does not guarantee approval. Any additional traffic control devices required for road closures per the Contractor's request shall not be paid for separately but shall be included in the cost of the contract.

The Contractor shall be properly advised of the regulated weight limits within the surrounding areas of the project. No additional compensation in time or monetary value will be allowed. The Village of Buffalo Grove Police Department requires permits for Overweight/Over-Sized Trucks or Vehicles. The Contractor can find additional information at www.vbg.org/645/Truck-Enforcement or by calling (847) 459-2560.

Temporary "No Parking" signs must be approved by the Engineer prior to installation and the Village must be notified for each individual use or occurrence. The temporary signs must be POSTED AND DATED at least 24 hours before the intended date of use and shall be a minimum size of 8.5"x11", with a contrasting background and be lathe or post mounted. Any signage that is posted without the Engineer's approval will be assessed a monetary penalty of \$500 per day until removed. **The Contractor shall not tow or move any vehicles.**

This work will be measured in place and paid for at the contract unit price per lump sum (LS) for TRAFFIC CONTROL AND PROTECTION, (SPECIAL), which shall include all labor, material, and equipment required to complete the work as specified herein.

CONTRACT EXHIBIT A

PUBLIC CONTRACT STATEMENT

This Public Contract Statement (the “**Contract Statement**”) has been executed by the below supplier, contractor or vendor (collectively the “**Contractor**”) in order for the Village of Buffalo Grove to obtain certain information necessary prior to awarding a public contract. The Contract Statement shall be executed and notarized and submitted as part of the Bid Proposal.

CERTIFICATION OF CONTRACTOR/BIDDER

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

The Contractor certifies that it is not barred from bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, bid rigging and rotating, kickbacks, and bidding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

The Contractor does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting such tax in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The Contractor represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of their Bid Proposal that none of the following Village officials is either an officer or director of Contractor nor owns five percent (5%) or more of the Contractor: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his/her Assistant, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of your business entity or owns five percent (5%) or more thereof: _____.

IN WITNESS WHEREOF, the below Contractor has signed and sealed this Contract Statement as of this ____ day of _____, 20__.

Print Name of Contractor

Signature

Print Title

Given under my hand and official seal, this ____ day of _____, 20__.

Notary Public

CONTRACT EXHIBIT B - Partial Waiver

PARTIAL LIEN WAIVER

STATE OF ILLINOIS
 COUNTY OF _____

TO WHOM IT MAY CONCERN:
 WHEREAS the undersigned has been employed by _____
 to furnish _____
 for the premises known as _____
 of which _____ is the owner.
 THE undersigned, for and in consideration of _____
 (\$ _____

_____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____
 ADDRESS _____
 SIGNATURE AND TITLE _____

***EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT**

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
 COUNTY OF _____

TO WHOM IT MAY CONCERN:
 THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES
 AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
 (COMPANY NAME) _____ WHO IS THE
 CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
 LOCATED AT _____
 OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDE EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____
 SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____,

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT. _____
 NOTARY PUBLIC

CONTRACT EXHIBIT C - Final Waiver

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
 to furnish _____
 for the premises known as _____
 of which _____ is the owner.

THE undersigned, for and in consideration of _____
 (\$ _____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
 do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating
 to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material,
 fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the
 owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be
 furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES
 AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
 (COMPANY NAME) _____ WHO IS THE
 CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
 LOCATED AT _____
 OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of
 \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
 there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses
 of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub
 contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to
 become due to each, and that the items mentioned include all labor and material required to complete said work according to
 plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDNG	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS*					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for
 material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
 ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC

CONTRACT EXHIBIT D - Clarifying Statement

ABC Construction

123 Main St., Chicago, IL 60001

1/1/2017

Pay Estimate #1 – Clarifying Statement

Kyle Johnson
Civil Engineer II
Village of Buffalo Grove
51 Raupp Blvd.
Buffalo Grove, IL 60089

ABC Construction has submitted all necessary certified payroll documentation for Pay Estimate #1 through January 1st, 2017. Payrolls included in this period are:

ABC Construction Week Ending 12/24/16 #1

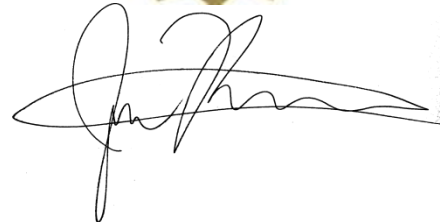
Week Ending 1/1/17 #2

Subcontractor 1 Week Ending 1/1/17 #1

Sincerely,



Joe Smith, Vice President



TEMPORARY NO PARKING

TIME:

DATE:

CONSTRUCTION ZONE

CONTRACT EXHIBIT F - Mailbox Detail

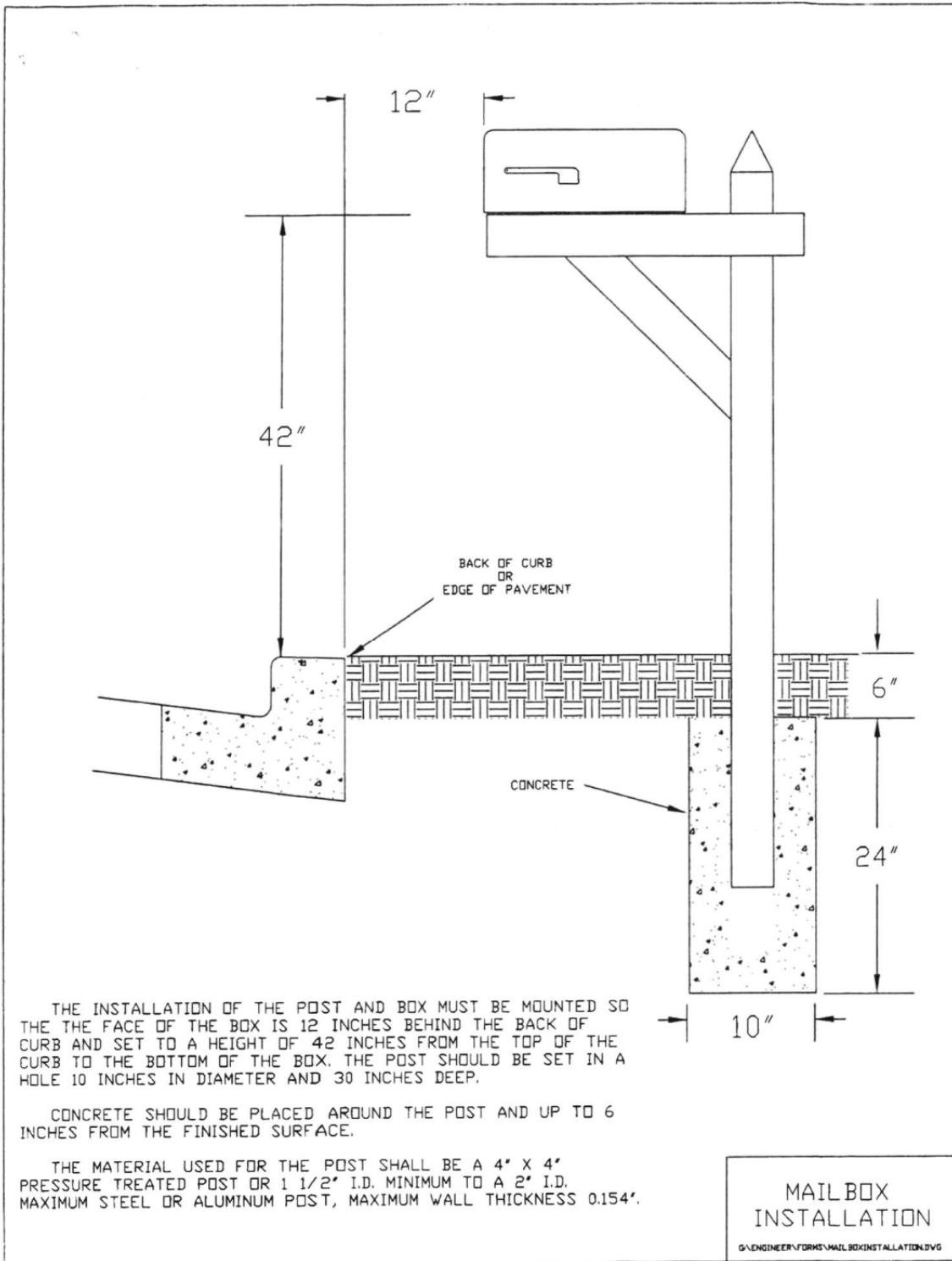


EXHIBIT G MATERIALS LIST

Date of revision: 1/1/16

Water Distribution Material Specifications:

Water main pipe.	Ductile Iron Pipe. Pipe class thickness—AWWA C150, minimum thickness, Class 52. Pipe—AWWA C151. Pipe lining—AWWA C104. Fittings—AWWA C153. Joints—mechanical and push-on, AWWA C111. Wrap—4 mil. X-Lam conforming to AWWA C105.A21.5 and AWWA C600. No 90 degree bends allowed. All stainless steel trim.
Valves.	American Flow Control, Series 2500 resilient wedge gate valve, All sizes two inch to fourteen inch, counter clockwise to open, AWWA C500., AWWA C504. Clow AWWA C-504 Butterfly Valve for sixteen inch and above. Joint end—mechanical, AWWA C111. All stainless steel trim.
Valve Vault.	All structures shall be monolithically precast with designed openings or mechanically cored in the field and shall have rubber boots conforming to ASTM C-923. Dog house vaults are excluded from these requirements when permitted by Village Engineer. Size: For six and eight inch diameter valves, valve vaults shall have a forty-eight inch inside diameter; for pressure connections and valves ten inches and larger in diameter, valve vaults shall have a sixty inch inside diameter. All valve vault cones must be eccentric centers with valve properly aligned.
Castings.	East Jordan Iron Works 1022 Frame and Lid or Neenah R-1713, embossed per Exhibit No. 401 of Buffalo Grove Numerical Code Title 16.
Fire Hydrant.	Waterous Pacer Model WB67-250, AWWA C502, painted fire engine red above ground, with resilient wedge auxiliary gate valve. Nozzles, two at two and one half inch, one at four and one half inch, with threads conforming to National Standard Specifications. Frangible section (breakaway type) with the break line flange located one inch above finished grade. Joint end, six inch, mechanical or push-on. All stainless steel trim. Auxiliary boxes and hydrants shall be a direct flange-to-flange connection.
Fire hydrant extension	Fire hydrant extensions and parts to be manufactured by Waterous only. All stainless steel trim.
Hydrant Valve Box \ Valve boxes	Hydrant Valve Box Tyler 664-S. Lid embossed "WATER." Rubber valve box stabilizer required.
Service Pipe.	Copper tube, two inches and smaller, ASTM B88, Type K (1" minimum). Ductile iron, larger than two inches. Conform to Water main section above. Service upgrade for existing water main requires a stainless steel tap repair clamp. Ford model FS1-CC, minimum length 15" long.
Corporation Stop.	Mueller H15000, 1" minimum, AWWA C800. 1" Direct tap or 1 1/4" and larger shall use Ford FC202 stainless steel band, epoxy coated saddle.
Curb Stop.	Copper service, Mueller H-15154. Ductile iron service, Resilient wedge counter clockwise to open, AWWA C500. Joint end—mechanical, AWWA C111.
Curb box	Copper service, Mueller H-10302. Ductile iron service, conform to Hydrant Valve Box section above. Ductile iron service, 6" and larger, conform to Valve Vault section above.
Copper to Copper Fittings	Mueller Company Model #H-15400. An all flared coupling is required, no sweat joint or compression allowed.
Pressure Connections	Ford FTSS style tapping sleeve. American Flow Control Series 2500 tapping valve four inch minimum. All stainless steel trim.

Sanitary Sewer Material Specifications:

Sewer and Service Connection Pipe	Reinforced concrete pipe—circular reinforcement, minimum Class 3, ASTM C76, with epoxy lining. PVC solid wall (SDR-26H) pipe—ASTM D-3034 for six to fifteen inches in diameter.
Sewer and Service Connection Pipe Joints.	Reinforced concrete pipe—ASTM C443. PVC solid wall (SDR-26H) pipe—ASTM D-3212 for six to eighteen inches in diameter.
Sewer and Service Connection Pipe Fittings	PVC solid wall (SDR-26H) pipe—ASTM D3034 for six to fifteen inches in diameter.
Casing Pipes.	Steel pipe—ASTM A120, three-eighths inch minimum thickness.
Manholes	Size: For sewer eighteen inch diameter or less, manhole shall have a forty-eight inch inside diameter. For sewer twenty-one inch to thirty-six inch diameter, manhole shall have a sixty inch inside diameter. For sewer greater than thirty-six inch diameter, manhole shall have an offset riser pipe of forty-eight inch inside diameter. All structures shall be monolithically precast including bases and invert flow lines.
Castings.	East Jordan Iron Works Frame 1022 or Neenah R-1713, with self-sealing lid and recessed pick hole, embossed per Exhibit No. 301 of Buffalo Grove Numerical Code Title 16.

Storm Sewer System Material Specifications:

Structures.	All structures shall be precast with designed openings or mechanically cored in the field.
Castings.	Closed Lid, East Jordan Iron Works 1022 or Neenah R-1713, embossed per Exhibit No. 201., Open Lid, East Jordan Iron Works 1022 or Neenah R-1713, Standard B4.12 or any other barrier curb, Type 11— East Jordan Iron Works 7210 or Neenah 3281-A or Neenah 3170 on existing structures where required. Box height must be 6” minimum with 5’ tapers to match curb height., Depressed barrier curb, Type M3 Grate, Yard inlet, Type 8— East Jordan Iron Works 6517 or Neenah R-4340-B
Sewer Pipe Joints.	Reinforced concrete pipe—ASTM C443 or C361. PVC solid wall (SDR-26H) pipe—ASTM D-3212 for six to eighteen inches in diameter.
Sump pump service connection pipe/sub surface drain pipe.	4” PVC solid wall sewer pipe SDR-35. Blind connections must be cored in storm sewer and pipe connection shall be made with a rubber boot and stainless steel band. Sump pump per Exhibit No. 202 of Buffalo Grove Numerical Code Title 16 and underdrain per Exhibit No. 203.

Material Specifications For All Utilities:

Bedding	CA-11, Class B or better. All stone shall be crushed; rounded aggregate will not be permitted. The stone shall be compacted to 90% modified proctor density as required by ASTM D1557 or AASHTO T-180. Recycled materials permitted from IDOT approved sources meeting the correct gradations.
Trench Backfill	CA-11, Class B or better. This item shall meet the requirements of Class B CA-11, per the IDOT Standard Specifications for Road and Bridge Construction. All stone shall be crushed; rounded aggregate will not be permitted. The stone shall be compacted to 95% modified proctor density as required by ASTM D1557 or AASHTO T-180. Jetting of trenches is not permitted. Recycled materials permitted from IDOT approved sources meeting the correct gradations.
Adjustments	No more than two precast concrete adjusting rings with six inch maximum height adjustment shall be allowed, minimum one 2” ring installed on new structures. All adjustment rings less than 2” shall be HDPE rings. Only one HDPE may be used within the precast tolerances. Only precast concrete or

	HDPE adjustment rings permitted. ½” x 3.5” mastic to be used between all frames, rings and structures. Mortar around rings, but none between. Bed of mortar can be used on cone or flat top of structure.
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Miscellaneous Material Specifications:

Detectable Warnings	East Jordan Iron Works or Neenah cast iron detectable warnings. Color shall be brick red.
Concrete	In accordance with IDOT Standard Specifications for Road and Bridge Construction
Asphalt	In accordance with IDOT Standard Specifications for Road and Bridge Construction and Section 16.50.070 of the Village of Buffalo Grove Municipal Code

* The Village Engineer shall have the authority to approve the use of alternative materials than those specifically required by Exhibit 109 in the manner provided for in Title 16 of the Village of Buffalo Grove Numerical Code. The Village Engineer may approve alternative materials that are not specifically required by this title when:

1. The materials or their components required by this title are no longer manufactured and available for purchase; and
2. The alternative materials are generally consistent with requirements of this title, including but not limited to those standards relating to production, composition, safety and aesthetics.

Testing Specifications:

(In addition to the requirements of IDOT’s Standard Specifications for Road and Bridge Construction or the Standard Specifications for Water and Sewer Construction in Illinois)

Storm Sewer	Cleaning and televising, with reporting, as directed by the Village Engineer
Sanitary Sewer	Cleaning and televising, with reporting, as directed by the Village Engineer

*When conflicting information exists between the plans specifications and this exhibit number 109 the information listed in exhibit number 109 shall govern. All castings on a project or development shall come from a single manufacturer.