



## REQUEST FOR PROPOSALS

### COTTONWOOD DRIVE DRAINAGE IMPROVEMENT PROJECT

VILLAGE OF GODFREY, ILLINOIS

PROPOSALS DUE: 11:00 AM, WEDNESDAY, MARCH 29,  
2023

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The Village of Godfrey (Village) seeks proposals to enclose a drainage ditch between 2 homes on Cottonwood Drive in the Village of Godfrey, IL.

#### **Project Background**

The existing drainage ditch between 5405 Cottonwood Drive and 5403 Cottonwood Drive has steep sides which have eroded and it is difficult to maintain. A considerable amount of stormwater runoff flows through it and that amount has increased over the past several years as storm intensities and upstream development have increased.

#### **Project Description**

The scope of work for the project will be as shown on the attached plan sheet and involves the removal of the existing rip rap and flared end section located at the upstream side of a culvert which conveys stormwater under Cottonwood Drive. An area inlet will be installed where the flared end section is to be removed. A 24" diameter High Density Polyethylene (HDPE) pipe with smooth interior will then be installed to another area inlet. From there, an 18" diameter HDPE pipe with smooth interior will be installed to the edge of the property where a new flared end section will be installed. Restoration of the area will involve regrading the easement area to provide positive drainage away from the homes and to maintain a slight swale at a slope of 6H:1V. An undetermined amount of fill will need to be furnished by the contractor to complete the restoration properly. A layer of topsoil shall be placed over the fill followed by seed and straw.

The work is located within an existing 20' wide drainage easement. Equipment and work will be confined to this easement. The contractor will be responsible for determining the invert elevations for the inlets to allow for proper drainage and grading of the surrounding area. The contractor will also be responsible for determining the amount of fill required to achieve the desired grading. The HDPE shall be installed with a minimum slope of 1%. The installation and maintenance of erosion and sedimentation control devices around the newly installed inlets will be required until final stabilization has been completed. Additional sedimentation and erosion control devices shall be installed as needed or as directed by the Village Engineer until final stabilization is complete.

Payment for the bid item "Seeding, Class 1 or 1A" will be made at 90% after restoration has been completed and the seed has been placed. The remaining 10% will be paid for once seed growth has reached 75% coverage.

This is a prevailing wage project. Certified payrolls will be required prior to issuance of final payment.

### **Project Schedule**

Work for this project is expected to begin as soon as possible and is estimated to require no more than ten (10) working days to complete. The contractor will be issued a notice to proceed following the submission of a Certificate of Insurance showing the Village of Godfrey as an additional insured. The contractor will also be responsible for contacting J.U.L.I.E. prior to any work. Coordination with utilities on any adjustments is considered incidental to the project and should be included in the price of the various bid items.

The contractor is encouraged to perform the work when rain is not forecast for several days in order to minimize any erosion or any sedimentation.

### **Submission Information**

**Proposals will be accepted no later than 11:00 am on Wednesday, March 29, 2023.** Proposals will not be publicly opened. A tabulation of the proposals will be issued by email as soon as possible thereafter. Proposals shall be made by either using the Proposal Form included with this Request for Proposals or a similar format on company letterhead. Proposals shall consist of the following items but not limited to: mobilization; layout; removals; hauling and disposal of any and all waste and excess material; excavation; furnishing and installing bedding material; furnishing and installing HDPE pipe of the size specified; furnishing and installing the structures of the type specified; furnishing and installing fill; furnishing and installing topsoil; grading; seed and straw; and furnishing, installing, maintaining, and removing sedimentation and erosion control devices when final stabilization has been achieved as directed by the Village Engineer. Submissions may be made by mail, hand delivery, or e-mail. E-mail submissions are preferred.

If mailing or delivering the proposals, send them to:

Village of Godfrey  
c/o Rich Beran, Village Engineer  
6810 Godfrey Road  
Godfrey, IL 62035  
[rberan@godfreyil.org](mailto:rberan@godfreyil.org)

### **Questions**

Please contact Rich Beran to discuss the details of this proposed project:

E-mail: [rberan@godfreyil.org](mailto:rberan@godfreyil.org) (preferred)

Phone: (618) 466-4319

### **Documents Included with this Request for Proposals**

This request for proposals includes the following attachments:

- Proposal Form - To be submitted by 11:00 a.m. on Wednesday, March 29, 2023.
- Project Location Map
- Construction Details – Plan
- Project Affidavits - Non-Collusion Affidavit and Contractor's Affidavit for Public Construction Projects – To be submitted along with Proposal
- Village-Contractor Agreement – To be transmitted to contractor upon award

## Proposal Form

Project: Cottonwood Drive Drainage Improvement Project  
Location: Cottonwood Drive, Godfrey, Illinois



Sealed Proposals Due:  
**11:00 AM Wednesday, March 29, 2023**

Engineering Department  
Village of Godfrey, Illinois  
6810 Godfrey Road  
Godfrey, IL 62035  
618-466-4319

Contractor's Name

Date

Item Number	Quantity	Item Description with Unit Price	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
1	1	REMOVAL OF IMPROVEMENTS (includes removals and disposal of existing flared end section, rip rap, and excess excavated material) per Lump Sum	Lump	Sum		
2	1	EARTHWORK (includes pipe/structure excavation, furnishing and placing fill and topsoil) per Lump Sum	Lump	Sum		
3	1	HIGH DENSITY POLYETHYLENE (HDPE) FLARED END SECTION (FES), 18" per Each				
4	2	INLET, TYPE B, TYPE 8 GRATE per Each				
5	90	HIGH DENSITY POLYETHYLENE (HDPE) PIPE, 24" per Foot				
6	70	HIGH DENSITY POLYETHYLENE (HDPE) PIPE, 18" per Foot				
7	1	RESTORATION (includes seed, straw, and erosion control devices) per Lump Sum	Lump	Sum		

Total:

**THE VILLAGE WILL NOT BE FINANCIALLY RESPONSIBLE FOR ANY WAITING TIME.**

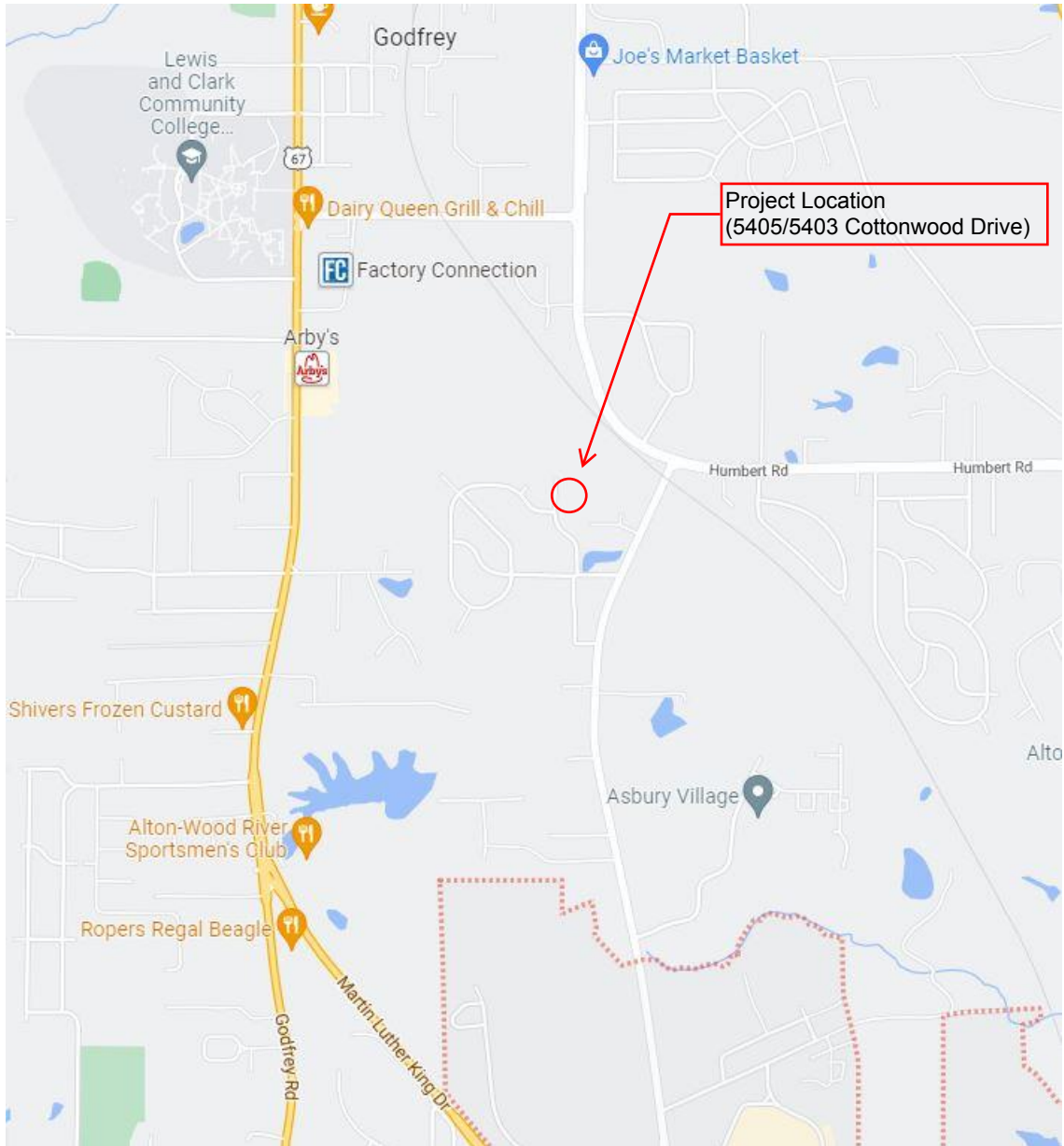
Contractor

Proposal Form Completed By

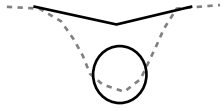
Title

## COTTONWOOD DRIVE DRAINAGE IMPROVEMENT PROJECT

Project Location Map



CROSS SECTION VIEW



MATTHEW OWEN  
210 PINE RIDGE DR  
24-2-01-26-04-401-018

MARC SCHULTZ  
5407 COTTONWOOD DR  
24-2-01-26-04-406-003

STEVEN RADFORD  
5405 COTTONWOOD DR  
24-2-01-26-04-406-004

AARON SULLIVAN  
5403 COTTONWOOD DR  
24-2-01-26-04-406-005

MATTHEW AND JENNA BOGARD  
5401 COTTONWOOD DR  
24-2-01-26-04-406-006

SKYWATCH INVESTMENTS LLC  
200 PINE RIDGE DR  
24-2-01-26-04-401-021

EXISTING 20' WIDE DRAINAGE EASEMENT

COTTONWOOD DRIVE 50'

EXISTING INLET  
(DND)

REMOVE EXISTING FES

90' - 24" HDPE

INLET TYPE B,  
TYPE 8 GRATE

EXISTING 20' WIDE DRAINAGE EASEMENT  
(10' EACH SIDE OF PROPERTY LINE)

70' - 18" HDPE

18" HDPE FES

INLET TYPE B,  
TYPE 8 GRATE

24" RCP CULVERT  
(DND)

EXISTING 15' WIDE UTILITY EASEMENT

**NON-COLLUSION AFFIDAVIT**

**Project: Cottonwood Drive Drainage Improvements Project  
Cottonwood Drive  
Godfrey, Illinois**

STATE OF ILLINOIS,

COUNTY OF MADISON,

The undersigned bidder or agent, being first duly sworn, making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

SIGNED: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2023.

Seal of Notary

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT FOR PUBLIC CONSTRUCTION PROJECTS**

STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF MADISON        )

The undersigned, being duly sworn, does state and depose as follows:

1. I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (company) which is a contractor on the **Cottonwood Drive Drainage Improvements Project** and authorized to sign this Affidavit on the Company's behalf.

2. I have verified the information set forth in this Affidavit for the Contractor. If any subcontractors have been retained on the Project, I have also verified the information as to any subcontractor.

3. The Contractor and its subcontractors have Workers' Compensation Insurance that covers its employees working on the Project and such insurance meets or exceeds the requirements established by law. A Certificate of Insurance (COI) shall be submitted to the Village for approval prior to beginning any work.

4. The Contractor and its subcontractors have verified the U.S. citizenship or lawful status of all workers employed on the Project and do not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

5. The Contractor and its subcontractors have been informed by the Village of the requirements to pay prevailing wage and will pay the prevailing wages to all workers employed on the Project as established by the applicable Annual Wage Order for Madison County, Illinois, or the federal wage order, whichever is greater. Prior to making any payments to the Contractor, the Village shall receive a Certified Payroll for the period billed by the Contractor.

6. The Contractor and its subcontractors are in compliance with federal law requiring an accredited apprenticeship program, if applicable.

7. The Contractor and its subcontractors are enrolled and participate in a federal work authorization program with respect to employees working in connection with the contracted services.

Further Affiant sayeth naught.

\_\_\_\_\_  
Authorized Officer of Contractor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_





## **VILLAGE-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Village of Godfrey, Illinois (hereinafter called the "Village") and, \_\_\_\_\_, with offices at \_\_\_\_\_ (hereinafter called the "Contractor"). The project is identified as the **Cottonwood Drive Drainage Improvements Project** (hereinafter called the "Work" or the "Project").

### **WITNESSETH:**

The Contractor and the Village for the consideration set forth herein agree as follows:

### **ARTICLE I**

#### **The Contract Documents**

The Contract Documents, which comprise the entire agreement between the Village and the Contractor, consist of the following:

- 1) This Village-Contractor Agreement
- 2) Non-Collusion Affidavit
- 3) Contractor's Affidavit for Public Construction Projects
- 4) Current Wage Order
- 5) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract
- 6) The Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, dated January 1, 2022 and any subsequent revisions, referred to herein as the "Standard Specifications" and applicable to the of this Contract by reference
- 7) The Illinois Department of Transportation Highway Standards dated January 1, 2023. These drawings shall be included in the reference to the "Standard Specifications" herein
- 8) The Manual on Uniform Traffic Control Devices for Street and Highways (MUTCD), most current version

The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. Furthermore, all definitions set forth in the General Conditions of Village-Contractor Agreement are applicable to this Agreement.

## **ARTICLE II**

### **Scope of Work**

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

## **ARTICLE III**

### **Time of Completion**

- (a) All time limits stated in the Contract Documents are of the essence.
- (b) The Work to be performed under the Contract shall commence within **ten (10) calendar days** of the date of the written Notice to Proceed as issued by the Village, and the Work shall be completed **within fourteen (14) calendar days of the written Notice to Proceed**.

## **ARTICLE IV**

### **The Contract Sum and Payments**

The "Contract Sum" is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Bid Proposal Form and the unit price bid by the Contractor in the Bid Proposal Form for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VI of this Agreement and made prior to the execution of this Agreement. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the Village acknowledge that the actual work may require different item quantities than those that were included in the Bid Proposal Form or a pre-construction Modification and that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

The Contract Sum for this Work shall be XXXXXX Dollars and YYYYY Cents (\$XX,XXX.YY). The Contract unit prices and Contract item quantities are listed in Table 1 of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table 1 of this Agreement. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work completed and accepted by the Village, in accordance with the Contract Documents the Village shall pay the Contractor as follows:

- (1) On or about the seventh day of each following month, ninety percent (90%) of the value of the portion of the Work that has been completed and accepted to date, less the aggregate of all previous progress payments;
- (2) Upon completion of the Work, the Contractor and the Village shall execute a final Modification to this Agreement to reconcile the quantity of each completed and accepted Contract item with the estimated quantity of that item included in Table 1 and adjusted through subsequent Modification(s), if any, made in compliance with Article VI of this Agreement; and
- (3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the Village and the Contract fully performed.

## **ARTICLE V**

### **Performance of the Work**

(a) Within ten (10) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the Village's approval:

- (1) Proof of compliance with all insurance requirements, acceptable to the Village.
- (2) Any missing bid documents.

(b) The Notice to Proceed shall be issued within ten (10) calendar days after the award of the contract or submittal to and approval by the Village of the foregoing required documents, whichever is later. Undue delay in submitting such required documents shall be grounds for termination of the contract by the Village upon three (3) days advance written notice.

(c) The Contractor shall be required to substantially finish portions of the work as designated by the Village Engineer prior to continuation of further work remaining on the

project. This may include backfilling, restoration, or cleanup as designated by the Village Engineer.

(d) Completion of the Work in accordance with the time limits set forth in Article III is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with Article III, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the Village as liquidated damages, and not as a penalty, the sum of four hundred and seventy-five (\$475.00) for each calendar day the Contractor fails to comply with the time of completion. The total amount so payable to the Village as liquidated damages may be deducted from any sums due or to become due to the Contractor from the Village. Excessive delay, as determined by the Village Engineer, may be grounds for termination of the Village-Contractor Agreement, as discussed in Article VIII.

(e) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the Village, at such intervals as the Village may reasonably direct, the actual progress of the work. If the Contractor falls behind the anticipated schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the Village an explanation demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the Village shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

## **ARTICLE VI**

### **Delays Beyond Contractor's Control**

(a) If the Contractor fails to complete the Work in accordance with Article III solely as a result of the act or neglect of the Village, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the Village pursuant to paragraph (c) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (d) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the time of completion is so great that it cannot be

remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the Village does not authorize, then the time of completion shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the Village.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the Village, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Village Engineer. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather may constitute a cause for granting an extension of time, as determined and approved by the Village Engineer.

(d) In the event a delay is caused by the Village, the Contractor's sole remedy shall consist of his rights under this Article VI.

## **ARTICLE VII**

### **Changes in the Work**

(a) The Village may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the Village. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor.

(b) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the Contract unit prices listed in Table 1 of this Agreement, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the Village, be determined by an acceptable fee properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by an acceptable fixed fee.

## **ARTICLE VIII**

### **Termination of the Village-Contractor Agreement**

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the time limits stated in Article III; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Village, or otherwise breaches any provision of the Contract, the Village may, without prejudice to any other right or remedy, by giving written notice to the Contractor, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the Village may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the Village promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the Village, shall promptly:

- (i) assign to the Village in the manner and to the extent directed by the Village all right, title, and interest of the Contractor under any subcontracts, purchase orders, and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and
- (ii) make available to the Village, to the extent directed by the Village, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the Village by giving three (3) days prior written notice to the Contractor if the Village, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

### **ARTICLE IX**

### **Contractor's Liability Insurance**

The Contractor shall purchase and maintain in full force and effect the following minimum insurance coverage with an insurance carrier acceptable to the Village:

The policy shall be endorsed to cover the contractual liability of the Contractor.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Illinois law and Employers Liability.
- (b) Comprehensive General Liability and Bodily Injury
  - Including Death: \$1,000,000 each person  
\$1,000,000 each occurrence
  - Property Damage: \$1,000,000 each occurrence  
\$1,000,000 aggregate
- (c) Comprehensive Automobile Liability, Bodily Injury
  - Including Death: \$1,000,000 each person  
\$1,000,000 each occurrence
  - Property Damage: \$1,000,000 each accident
- (d) Owner's Protective Bodily Injury
  - Including Death: \$1,000,000 each person  
\$1,000,000 each occurrence
  - Property Damage: \$1,000,000 each occurrence  
\$1,000,000 aggregate

The Owner's Protective policy shall name the Village as the Insured and other policies must cover the Village as an additional primary insured. All policies must be endorsed to require at least thirty (30) days written advance notice to the Village of any change or cancellation. Proof of compliance with these requirements shall be furnished to and approved by the Village prior to the Contractor commencing the Work on this project. Certificates evidencing such insurance shall be furnished to the Village prior to Contractor commencing the work on this project.

### **ARTICLE X**

### **Equal Opportunity and Non-Discrimination**

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

In the event that any or all of the provision(s) of this Article conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances, or regulations.

During the performance of this contract, the Contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "Contractor") agrees, as follows:

1. **Compliance with Regulations:** The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.  
Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246 and Title VII of the Civil Rights Act of 1964.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of



equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a) Withholding payments to the contractor under the contract until the contractor complies and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **ARTICLE XI**

### **Conflicts of Interest**

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest.

### **ARTICLE XII**

#### **The Work**

The Contractor shall furnish all labor, materials, and equipment necessary to complete all services included in the Work. The scope of work includes drainage improvements between the homes of 5405 and 5403 Cottonwood Drive in the Village of Godfrey. This work is more specifically described in the Project Specifications.

The Work shall be completed to the satisfaction of the Village Engineer for the Village of Godfrey.

**TABLE 1****Summary of Contract Quantities, Contract Unit Prices, and Contract Sum**

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
1	REMOVAL OF IMPROVEMENTS	LS	1		\$ -
2	EARTHWORK	LS	1		\$ -
3	HIGH-DENSITY POLYETHYLENE (HDPE) FLARED END SECTION (FES), 18"	EACH	1		\$ -
4	INLET, TYPE B, TYPE 8 GRATE	EACH	2		\$ -
5	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE, 24"	FOOT	90		\$ -
6	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE, 18"	FOOT	70		\$ -
7	RESTORATION	LS	1		\$ -

<b>CONTRACT SUM:</b>	<b>\$</b>	<b>-</b>
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

VILLAGE OF GODFREY

By \_\_\_\_\_  
Michael McCormick, Mayor

By \_\_\_\_\_  
Rich Beran, Village Engineer

(SEAL)

Attest: \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
Name of Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

(SEAL)

Attest: \_\_\_\_\_

Date: \_\_\_\_\_