

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**MAY 4, 2010 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Bid: Benton Avenue Drainage Improvements (SW-036 St. Joseph North, Subwatershed J)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

**SYNOPSIS**

A motion is requested to award a contract for the Benton Avenue Drainage Improvements to Everest Excavating Co. of Naperville, Illinois in the amount of \$662,662.00.

**STRATEGIC PLAN ALIGNMENT**

The Five Year Plan and Goals identified *Top Quality Village Infrastructure and Facilities*.

**FISCAL IMPACT**

The FY10 budget includes \$1,650,000 in the Stormwater Improvement Fund for all planned projects within the St. Joseph North, Subwatershed J (SW-036).

**UPDATE & RECOMMENDATION**

This item was discussed at the April 20, 2010 meeting. Staff recommends approval on the May 4, 2010 consent agenda.

**BACKGROUND**

This project will help alleviate stormwater flooding in the area of Benton Avenue between Summit Street and Randall Street. This was identified as a high priority in the Village's Watershed Infrastructure Improvement Plan. The project includes the construction of an underground detention facility, new storm sewer to improve drainage of the roadway, removal and replacement of curb and gutters and grinding and resurfacing of the roadway.

Bids were received on Tuesday, March 23, 2010. A synopsis of the bids is as follows:

Contractor	Base Amount	Bid
Everest Excavating, Inc.	\$662,662.00	low bidder
Martam Construction, Inc.	\$668,855.00	
Brothers Asphalt Paving, Inc.	\$672,140.00	
Bolder Contractors, Inc.	\$686,732.08	
Hoppy's Landscaping, Inc.	\$675,555.25	
Dominic Fiordirosa Const. Co., Inc	\$765,417.30	

The low bidder is Everest Excavating, Inc. This bidder has successfully performed for the Village in the past. This bidder has received good references for quality work and management from suburban communities such as the City of Naperville and Village of Algonquin.

**ATTACHMENTS**

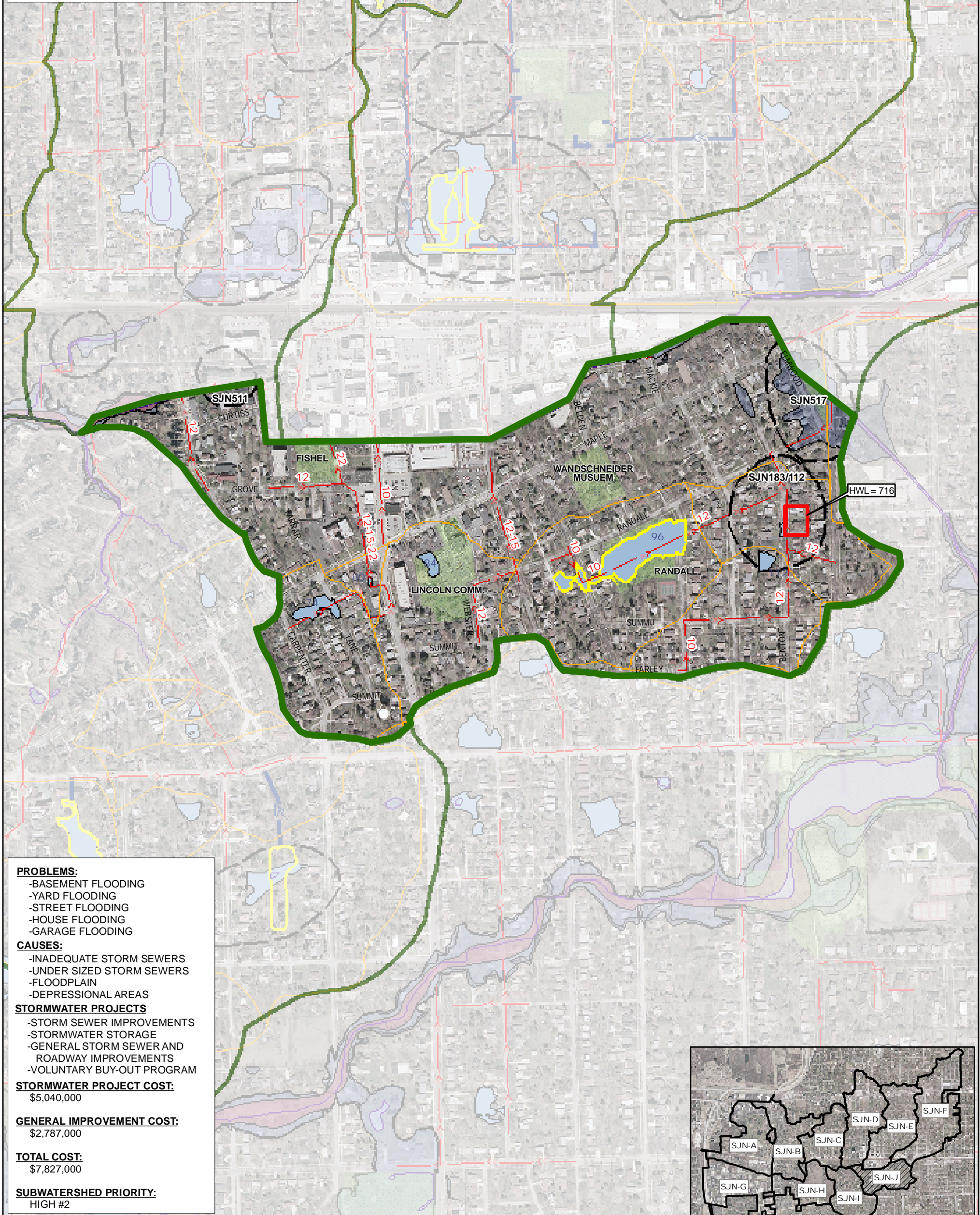
Capital Project Sheet SW-036  
 North St. Joseph Creek Watershed SJN-J Exhibit  
 Contract Documents  
 Contract Signature Pages  
 Contractor Campaign Disclosure

**Legend**

- Subwatershed Boundary
- Existing Depressional Area With ID
- Proposed Depressional Area With ID
- Regrading
- Problem Areas With ID
- Subbasin Boundary
- Existing Storm Sewer
- Proposed Storm Sewer
- Floodway
- 100 Year Floodplain
- 500 Year Floodplain
- Parks

**N**

0 300 600 1,200  
Feet  
1 inch equals 600 feet



**PROBLEMS:**

- BASEMENT FLOODING
- YARD FLOODING
- STREET FLOODING
- HOUSE FLOODING
- GARAGE FLOODING

**CAUSES:**

- INADEQUATE STORM SEWERS
- UNDER SIZED STORM SEWERS
- FLOODPLAIN
- DEPRESSIONAL AREAS

**STORMWATER PROJECTS**

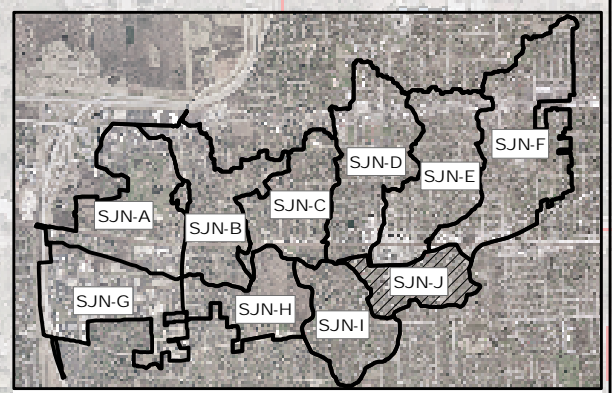
- STORM SEWER IMPROVEMENTS
- STORMWATER STORAGE
- GENERAL STORM SEWER AND ROADWAY IMPROVEMENTS
- VOLUNTARY BUY-OUT PROGRAM

**STORMWATER PROJECT COST:**  
\$5,040,000

**GENERAL IMPROVEMENT COST:**  
\$2,787,000

**TOTAL COST:**  
\$7,827,000

**SUBWATERSHED PRIORITY:**  
HIGH #2



\*NOTE: PROPOSED STORM SEWERS PARALLEL TO EXISTING STORM SEWERS WILL REPLACE EXISTING STORM SEWERS.



**CHRISTOPHER B. BURKE** ENGINEERING LTD.  
9575 West Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

TITLE:  
**NORTH ST. JOSEPH CREEK WATERSHED  
SJN-J SUBWATERSHED**

PROJ. NO. 070097  
DATE:  
SHEET 0 OF 0  
DRAWING NO. 1.11.2.1

Village of Downers Grove

**V. BID and CONTRACT FORM (Village)**

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

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

**BIDDER:**

EVEREST EXCAVATING, INC.  
Company Name

3/23/10  
Date

66 EAST END DRIVE  
Street Address of Company

MNelsen@EverestExcavating.com  
E-mail Address

GILBERT, IL 60136  
City, State, Zip

MARTIN NELSEN  
Contact Name (Print)

847-844-3700  
Business Phone

847-561-7959  
24-Hour Telephone

847-844-3733  
Business Fax

[Signature]  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation  
[Signature]  
Signature of Corporation Secretary

J. Van Rossen President  
Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 90 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**V. BID and CONTRACT FORM (Contractor)**

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

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

**BIDDER:**

EVEREST EXCAVATING, LLC.  
Company Name

3/23/10  
Date

66 EAST END DRIVE  
Street Address of Company

MNelsen@EverestExcavating.com  
E-mail Address

GILBERTS, IL 60136  
City, State, Zip

MARTIN NELSEN  
Contact Name (Print)

847-844-3700  
Business Phone

847-561-7959  
24-Hour Telephone

847-844-3733  
Business Fax

[Signature]  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation  
[Signature]  
Signature of Corporation Secretary

Jed Van Lasseman President  
Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 90 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Village of Downers Grove

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

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

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

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

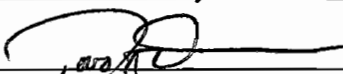
Company Name: EVEREST EXCAVATING, INC.

Address: 66 EAST END DRIVE

City: GILBERTS, IL Zip Code: 60136

Telephone: (847) 844-3700 Fax Number: (847) 844-3733

E-mail Address: MNelson@EverestExcavating.com

Authorized Company Signature: 

Print Signature Name: Paul Nelson Title of Official: President

Date: 3/23/10

**CAMPAIGN DISCLOSURE CERTIFICATE**

Village of Downers Grove

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

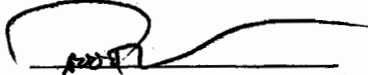
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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

  
Signature

  
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



## CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: EVEREST EXCAVATING, INC.
- II. Instructions and Specifications:
- A. Bid No.: SW-036-10
  - B. For: BENTON AVENUE DRAINAGE IMPROVEMENTS (SUMMIT ST TO RANDALL ST)
  - C. Bid Opening Date/Time: TUESDAY, MARCH 23, 2010 @ 09:00 AM
  - D. Pre-Bid Conference Date/Time: TUESDAY, MARCH 16, 2010 @ 09:00 AM (REQUIRED)
  - E. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT, DOWNERS GROVE
  - F. Plans Available for pickup at the Public Works Building, 5101 Walnut Downers Grove, IL. 60515, for a non-refundable deposit of FORTY Dollars (\$40.00) or on CD/DVD for a non-refundable of TEN Dollars (\$10).
- III. Required of All Bidders:
- A. Bid Deposit: 5%
  - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
  - B. Certificate of Insurance: REQUIRED

Legal Advertisement Published: FRIDAY, MARCH 5, 2010

This document comprises 56 pages + APPENDIX (A1 – A7)

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

VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5460  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

Village of Downers Grove

**CALL FOR BIDS – FIXED WORKS PROJECT**

**Bid No.: SW-036-10**

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

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

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

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

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

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



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

**1. GENERAL**

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to:  
TUESDAY, MARCH 23, 2010 @ 09:00 AM
- 1.2 Defined Terms:
  - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
  - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder’s completed proposal, bonds and all required certifications.
  - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
  - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
  - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
  - 1.2.6 Work – the construction or service defined herein.
  - 1.2.7 Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.
  - 1.2.8 Proposal Guaranty – the required bid deposit.
- 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.4 Bids shall be sent to the Village of Downers Grove, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
- 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting Bid. Telephone, email and fax Bids will not be accepted.
- 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

**2. BID PREPARATION**

- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.
- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar

## Village of Downers Grove

with all the local conditions affecting the contract and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the bid resulting from his willing or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.

- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of bids or the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued.

## Village of Downers Grove

Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.

- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.
- 2.7 The Bidder must submit his proposal on the form furnished by the Village. The Bid shall be executed properly, and bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.

## Village of Downers Grove

2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.

2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.

### **3. PRE-BID CONFERENCE**

3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.

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

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

### **4. BID SUBMISSION**

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

4.2 A bid deposit will be required, which shall not exceed five percent (5%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his bid and according to the plans and specifications in case the contract shall be awarded to him.

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

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

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

## Village of Downers Grove

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

5.3 Any bidder who does not submit a proposal is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting proposals or "No Bid Statement" may otherwise be removed from our bid mailing list.

### **6. BID REJECTION**

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

### **7. BIDDER COMPETENCY**

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

### **8. BIDDER DISQUALIFICATION**

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

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

8.1.2 Evidence of collusion among Bidders.

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

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

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

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

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

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

Village of Downers Grove

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

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

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

**9. BASIS OF AWARD**

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

**10. AWARD OF CONTRACT**

10.1 Unless the Village exercises its right to reject all bids, the contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village; price and other factors considered.

10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

**11. RETURN OF BID DEPOSIT**

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

**12. FAILURE TO ENTER INTO CONTRACT**

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

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

## Village of Downers Grove

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

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

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

### **14. TAX EXEMPTION**

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

### **15. RESERVED RIGHTS**

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

### **16. CATALOGS AND SHOP DRAWINGS**

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

### **17. TRADE NAMES AND SUBSTITUTIONS**

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

## **II. TERMS AND CONDITIONS**

### **18. VILLAGE ORDINANCES**

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

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

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

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

20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village.

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

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

### **22. INSPECTION**

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

### **23. DELIVERIES**

23.1 All proposals to the Village must be delivered F.O.B. Village of Downers Grove, Public Works Department, 5101 Walnut Avenue, Downers Grove, IL 60515.

### **24. SPECIAL HANDLING**

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

### **25. NONDISCRIMINATION**

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

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

25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity



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

- 25.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 68 ILL. Rev. Stat. Secs. 1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

**26. SEXUAL HARASSMENT POLICY**

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

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

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

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

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

**27. EQUAL EMPLOYMENT OPPORTUNITY**

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

27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

27.1.2 That, if it hires additional employees in order to perform this contract or any portion

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thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

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

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

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

28.1.1 Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation,

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possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.

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

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

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

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

28.1.2 Establishing a drug free awareness program to inform employee's about:

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

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

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

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

28.1.3 Providing a copy of the statement required by subparagraph 11.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

28.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of paragraph 11.1 above from an employee or otherwise receiving actual notice of such conviction.

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

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

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

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

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

### **30. PREVAILING WAGE ACT**

30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract.

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For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.

- 30.2 Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Contractor in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.
- 30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this contract may be predicated upon receipt of said records.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 30.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.
- 31. PATRIOT ACT COMPLIANCE**
- The bidder represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The bidder further represents and warrants to the Village that the bidder and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

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The bidder hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**32. INSURANCE REQUIREMENTS**

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

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

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

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

32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.

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

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

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

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

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

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

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

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

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

35.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Bidder, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

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

36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule.

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The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.
- 36.3 As this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 36.4 Please send all invoices to the attention of: Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

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

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

### **38. CERCLA INDEMNIFICATION**

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

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

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



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### **40. BUY AMERICA**

40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

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

### **41. CAMPAIGN DISCLOSURE**

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

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

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

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

### **42. GUARANTEE PERIOD**

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

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

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

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

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

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**45. CHANGE ORDERS**

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

**46. SEVERABILITY OF INVALID PROVISIONS**

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

**47. GOVERNING LAW**

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

**48. NOTICE**

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

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

And to the Contractor as designated on the Contract Form.

**49. AMENDMENT**

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

**50. EMPLOYMENT OF ILLINOIS WORKERS**

Contractor and any of its subcontractors shall comply with the provisions of the Employment of Illinois Workers on Public Works Act. 30 ILCS 570/0.01.

**51. COOPERATION WITH FOIA COMPLIANCE**

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

### **III. GENERAL PROVISIONS**

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

- 1.1 The following standards shall govern the construction of the proposed improvements:
  - 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Fifth Edition, 1996 (the Water & Sewer Specs.); and
  - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2007; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2010; and
  - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois revised March, 2006.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

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

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

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

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

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3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions regulations of the Occupation Safety and Health Administration and (OSHA) Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). **SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.**

3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.

3.1.2 **BACKING PRECAUTIONS.** Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

3.1.3 **OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS.** The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.

3.1.4 **BARRICADES AND WARNING SIGNS.** The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or his representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

#### **4. PROSECUTION AND PROGRESS**

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

4.1.1 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.

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

### **5. MEASUREMENT AND PAYMENT**

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

5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 34 of Part II of this document (Billing and Payment Procedures.)

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

### **6. GENERAL CONSTRUCTION REQUIREMENTS**

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

6.2 All street openings made prior to November 15<sup>th</sup> shall be fully restored according to the applicable special provisions, and the street reopened to regular traffic upon the availability of hot-mix bituminous concrete. The Contractor shall assume the risk of restoration over those reaches of pipe installed but not yet pressure-tested for pipe integrity.

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

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

### **7. CONSTRUCTION STAKING AND RECORD DRAWINGS**

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

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

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- 7.3 The Contractor shall provide adequate control points to construct the individual Project elements, and shall provide the Engineer with adequate control in close proximity to check the compliance of the elements constructed.
- 7.4 The Contractor shall record all field notes in standard survey field notebooks and those books shall become the property of the Owner at the completion of the Project. All notes shall be neat, orderly and in an accepted format.
- 7.5 Prior to final payment, the Contractor shall provide the Owner with record drawings showing the lines, grades, elevations and dimensions of all work constructed. The Contractor shall also provide digital files listing all constructed manholes, catch basins, inlets, vaults, and any other structures and/or critical items defined by the Engineer as part of the project. The digital files shall list the items above as points with supplemental data as shown below in the Stormwater and Watermain GPS Code Lists.

**Watermain GPS Code List**

Field Name	Description	Entry
ValveID	Short Unique ID (1,2,3..)	
Notes	special notes	
GISLocQlty	Location quality of valve point	good, fair, poor, hand
StructID	Unique ID, if applicable	
CollType	How was point collected?	HQGPS, locates, hand
CollSource	Who collected point?	
Owner	Who owns valve?	VDG, private, other
Structure	What type of valve is it?	main line, interconnect, fire protection, domestic

**Stormwater GPS Code List**

Field Name	Description	Entry
Lid_Type	frame and grate type	solid, open, b-hive, rollback, square, guard, other, none
Structure		inlet, manhole, catch basin, endsection, culvert, bridge, blind tap, other, none
Inverts (no inverts = 0)	# of inverts	
Struct_Dept (ft)	structure depth	
Invert_Dep (ft)	invert depths, starting at north position going clockwise	
Invert_Siz (in)	invert sizes, starting at north position going clockwise	
Invert_Mat	invert material starting at north position going clockwise	RCP, CMP, PVC, clay, ductile iron, plastic, other, none
Flow_Angle		90 degrees, 135 degrees, straight through, 1 hole, junction, other, none
Flow_Direc		north, south, east, west, NE, NW, SE, SW, divide
Struct_Matr	structure material	cast, block, brick, unknown, other, none, clay
Condition	structure condition	new, good, repair, replace, clean, unknown
Point_Loca	location of shot taken on rim	Center, Rim, Centr StSide, Invert, Top Pipe, Top Center Wall, Nrim, Srim, Erim, Wrim, Hand Marked, Flow Line
Comment1	special comments	
Comment2	special comments cont'd	
CollType	How point was collected	HQGPS, locates, hand
CollSource	Who collected point?	
Outfall	is the structure an outfall?	yes, no

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

**CONSTRUCTION STAKING AND RECORD DRAWINGS,**

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

**8. PRECONSTRUCTION VIDEOTAPING**

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

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

### **PRECONSTRUCTION VIDEOTAPING,**

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

## **9. ACCESS AND WATER SHUT-OFF NOTIFICATION**

- 9.1 If access to a driveway will be blocked, or water will be turned off, the Contractor shall give that resident or business proper written notification at least 24 hours in advance. The Contractor must provide them the opportunity to remove their cars from the drive or make other arrangements, and prepare for any shutdown of the water system. Samples of written notices shall be submitted to the Engineer for approval.
- 9.2 In addition, the Contractor shall be responsible for notifying the resident or business verbally on the morning of any driveway closure, to ensure awareness of the lack of access.

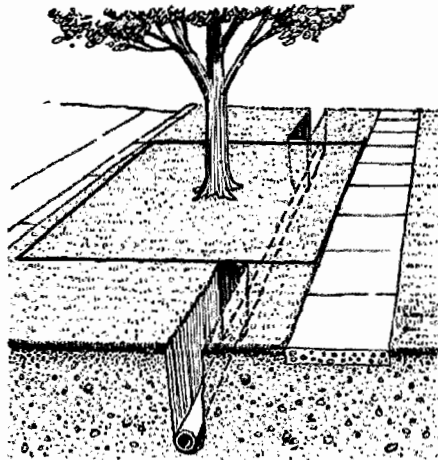
**Basis of Payment:** This work shall be considered **INCIDENTAL** to the project.

## **10. TREE PROTECTION**

- 10.1 Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. The Village Forester shall approve all tree protection measures and any deviations. All tree protection measures and any deviations shall be noted in the contract specifications and on approved project plan sheets and permits using the guidelines listed below.
- 10.2 Tree protection shall include avoiding damage to the above ground tree branches and trunk, and the below ground root system and surrounding soil. Tree crowns and trunks shall not suffer any branch or bark loss. Roots shall be protected from compaction, storage of materials, severing, regrading of the parkway or excavation unless specifically noted on the project plan sheets.
- 10.3 The Critical Root Zone, or CRZ, is the area immediately surrounding a tree that must be protected from damage. In a municipal parkway setting with utilities and paved or concrete surfaces, the size of the CRZ has been adjusted to form a rectangle around the parkway tree trunk with minimum dimensions listed in the following table. The depth of the CRZ extends to 4 feet below the natural ground surface level.

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



- 10.4 For projects that involve excavations of less than one (1) foot in depth in the parkway or street and are replacing structures in the same location, fencing of the public parkway trees shall not be required. Example projects include, but are not limited to, street pavement resurfacing, curb removal/replacement, driveway removal/replacement, or sidewalk removal/repairs or new sidewalk installations. Contractors shall be mindful of the CRZ dimensions and potential for fines if any parkway trees suffer any unauthorized damage as determined by the Village Forester.
- 10.5 For projects that involve excavations of two (2) or more feet in depth in the parkway or street or both, fencing of the public parkway trees shall be required. Example projects include, but are not limited to, watermain replacements with new roadway keystops and domestic service box installations, sanitary line replacements and new service connections, new or replacement natural gas services, new or replacement phone or fiber optic lines, or new or replacement storm sewers, or projects that widen roads which in turn decreases the parkway soil volume around public parkway trees.
- 10.6 Projects that require fencing (listed above) shall fence the public parkway trees with six (6) foot high chain link construction fence secured to metal posts driven in the ground which are spaced no further than ten (10) feet apart. The dimensions of the fence shall depend on the tree diameter size and shall follow the table listed for the CRZ above, or as large as practical dependent on driveways and other field conditions. The fenced rectangle shall have three (3) sides with the opening facing the adjacent residences for easy access for mowing or tree care. Under no circumstances shall any items be stored within the fence. All fence shall be maintained daily in an upright good condition. The size and location of all fencing shall be shown on the project plan sheets.



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- 10.7 To avoid damage to the CRZ, utilities must be augered underneath the public parkway trees. Excavation pits for augering equipment are to be outside the fenced area and are to be shown on the project plan sheets. Excavation pits for roundway keystops and domestic service boxes are to be as small as practical with excavation occurring in a direction away from the adjacent public parkway tree.
- 10.8 In cases when severing of roots within a portion of the CRZ may be unavoidable (ex. sidewalk installation, curb replacement, water or sanitary service replacement), subject to the approval of the Village Forester, sharp clean cuts shall be made on root ends to promote wound closure and root regeneration. Root pruning and excavation activities shall occur such that the smallest volume of soil and roots is disturbed, and the locations shall be shown on the project plan sheets.
- 10.9 In addition to fines and citations that may be assessed for violations of any Chapter 24 of the Municipal Code (such as not maintaining fencing around the CRZ or unauthorized removal of protected trees), the contractor may be subject to the following provisions:
- issuance of an invoice for the value or partial value of the tree lost due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
  - costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
  - fines of \$500 for the 1<sup>st</sup> offense; \$1,000 for the 2<sup>nd</sup> offense; \$2,500 for the 3<sup>rd</sup> and subsequent offenses.
  - each day during which a violation continues shall be construed as a separate and distinct offense.
- 10.10 The value or partial value of the tree lost shall be determined by the Village Forester using the most current edition of the Guide for Plant Appraisal (prepared by the Council of Tree & Landscape Appraisers and the International Society of Arboriculture) and the most current edition of the Species Ratings & Appraisal Factors for Illinois (prepared by the Illinois Arborist Association). The total cost determined for the damage shall be deducted from the payments made to the Contractor for the project. Should the Village hire another Contractor or tree service to complete pruning work, these costs shall also be deducted from the payments made to the Contractor.

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

### **TREE PROTECTION,**

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

## **11. EROSION AND SEDIMENTATION CONTROL**

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

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- 11.2 All downstream ditches shall be protected from erosion and sedimentation by the installation of straw bale and/or silt fence ditch checks. Piles of excavated material and/or trench backfill material, allowed to be in place in excess of three days, shall be protected against erosion and sedimentation runoff by use of straw bales. Storm sewer inlet structures or manholes shall be protected by temporary placement of geotextile fabric, straw bales, or solid lids, as authorized in the field by the Engineer.
- 11.3 Erosion and sedimentation control measures as indicated in the Erosion Control Plan, or as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.
- 11.4 **Silt Fence** Placement, maintenance, and removal of silt fence at areas designated by the Engineer. The work shall be placed by methods and materials in accordance with Sections 280 and 1080 of the SSRBC, except as amended herein.

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

### **PERIMETER EROSION BARRIER,**

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

## **12. TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS**

- 12.1 This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices.
- 12.2 No waiving of these requirements will be allowed without prior written approval of the Engineer.
- 12.3 The Contractor shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such circumstances may include, but not be limited to work performed along the route under construction, road closures for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work. The Contractor shall ensure that work zone in question is properly signed, barricaded and otherwise marked.
- 12.4 The contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations shall be protected by Type I barricades equipped with working bi-directional flashing lights at each end of the excavation, as well as at 50-foot intervals between ends for excavations greater than 50 feet in length and weighted down by **one sandbag per each barricade**. All street closures shall be protected by Type III barricades equipped with working bi-directional flashing lights and weighted down by **eight sandbags per each barricade**.

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- 12.5 The Contractor shall plan his work so that there will be no open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.
- 12.6 In the event that one direction of vehicular travel must be closed, the Contractor has the option of setting up a detour route or using flaggers (minimum of two) to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and lane closures, and shall issue written authorization prior to closure.

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

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

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

- 12.8 No street closure shall be permitted without the express written permission of the Engineer. No street closure may exceed 800 linear feet, nor be in effect from Friday night at 4:30PM to Monday morning at 9:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.
- 12.9 As the condition and location of the work changes, the Contractor shall maintain all traffic control devices and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or proper for the situation ahead shall be covered or taken down. Barricading and signage shall be monitored by the Contractor on a daily basis to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.
- 12.10 The Contractor shall provide a name and phone number of a responsible party capable of providing emergency service, 24 hours per day, for the duration of the Project.

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

**TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS,**

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

**13. STREET SWEEPING AND DUST CONTROL**

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

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

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

**STREET SWEEPING,**

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

**14. TEMPORARY BITUMINOUS PATCH**

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

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

**TEMPORARY BITUMINOUS PATCH,**

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

**15. POROUS GRANULAR EMBANKMENT, SPECIAL**

15.1 This work shall consist of removing and disposing of unsuitable sub-grade, furnishing, placing and compacting porous granular material to the lines and grades shown on the plans or as directed by the Engineer in accordance with the applicable portions of Sections 202 and 207 of the Standard Specifications. The material shall be used as a bridging layer over soft, pumpy, loose soil areas and for placement under water. The material shall conform with Article 1003.04 and 1004.05 of the Standard Specifications except the graduation shall be as follows:

1. Crushed Stone, Crushed Blast Furnace Slag and Crushed Concrete

<u>Sieve Size</u>	<u>Percent Passing</u>
*6"	97±3

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*4"	90±10
2"	45±25
#200	5±5

2. Gravel, Crushed Gravel and Pit Run Gravel

<u>Sieve Size</u>	<u>Percent Passing</u>
*6"	97±3
*4"	90±10
2"	55±25
#4	30±20
#200	5±5

For undercuts less than 18" the percent passing the 6" sieve may be 90±10 and the 4" sieve requirement eliminated.

- 15.2 The porous granular material shall be placed in one lift when the total thickness to be placed is two (2) feet thick or less or as directed by the Engineer. Rolling each lift of the porous granular material with a vibratory roller meeting the requirements of Article 1101.1 of the Standard Specifications should be sufficient to obtain the desired keying or interlock and necessary compaction. The Engineer shall verify that adequate keying has been obtained.
- 15.3 A three- (3) inch nominal thickness top lift of capping aggregate having a gradation of CA-6 will be required. The use of on-site bituminous grindings resulting from bituminous surface removal, substantially meeting the gradation of CA-6, shall also be permitted. The granular cap shall be compacted to the satisfaction of the Engineer. It shall be the Contractor's responsibility that all proposed bituminous replacement regarding patching and paving operations in these areas will meet the specified performance criteria of their respective pay items.
- 15.4 Construction equipment not necessary for the completion of the replacement material will not be allowed on the undercut areas until completion of the recommended thickness of the porous granular embankment, special.
- 15.5 This work will be measured for payment in accordance with Article 207.04 of the Standard Specifications. When specified on the contract, the theoretical elevation of the bottom of the aggregate subgrade shall be used to determine the upper limit of Porous Granular Embankment, Special. The volume will be computed by the method of average end areas.

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

**POROUS GRANULAR EMBANKMENT, SPECIAL,**

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which price shall include the capping aggregate, as required. The Porous Granular Embankment, Special shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown on the plans.

#### **IV. SPECIAL PROVISIONS**

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

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

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

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

**Description:** The Improvements shall generally consist of 250 LF of full width roadway reconstruction, 314 LF of half width roadway reconstruction, installation of a Storm Trap detention system and the remaining balance of curb & gutter removal/replacement and resurfacing for the proposed stormwater infrastructure improvements along Benton Avenue from Summit Street to Randall Street in Downers Grove, IL.

#### **SP-2 HOT-MIX ASPHALT DRIVEWAY PAVEMENT**

**Description:** The driveway pavement shall be constructed on a prepared subgrade of 6" compacted CA-6 at the locations indicated on the plans and shall consist of HOT-MIX ASPHALT SURFACE COURSE MIX "C", N50, 3" in accordance with section 406 of the Standard Specifications.

**Requirements:** This work will be performed in accordance with the applicable provisions of Section 406 of the Standard Specifications.

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

**HOT-MIX ASPHALT DRIVEWAY PAVEMENT,**

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

#### **SP-3 MANHOLES TO BE ADJUSTED**

**Description:** This work shall consist of the adjustment of water valve vault, drainage, traffic signal, street lighting, and sanitary structure frames, and grates or covers. All access structure frames and grates shall be adjusted by the Contractor where necessary to meet the proposed elevation of the new sidewalk surface, or where removal and replacement of existing sidewalk is being performed in order to correct a mismatch of the elevation of the walk

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relative to the existing access structure or the existing nominal elevation of the walk either side of the portion to be replaced.

The adjustments to the frames and grates shall be performed at the direction of the Owner, the Engineer, their representatives, or representatives of the appropriate utility. The maximum vertical adjustment shall not exceed one foot. Adjustments shall only be made with concrete adjusting rings of a thickness appropriate to the particular adjustment, and shall be secured by mastic joint sealer. Adjustments shall not be made with brick, mortar, wood, or other material.

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

### **MANHOLES TO BE ADJUSTED,**

which price shall be payment in full for the removal of the existing frame and grate, removal and/or the replacement of pre-cast concrete adjusting rings, and compacting and adjusting the grade immediately around the structure.

### **SP-4 TRENCH BACKFILL**

**Description:** All trenches and excavations beneath pavements and driveways, as shown on plans or as directed by the Engineer in the field, will require Case III SELECTED GRANULAR BACKFILL meeting the gradation of Type A of Sec. 20-2.21C of the Water and Sewer Specs and as specified on Typical Trench Detail on Page 6 of the plans.

**Trench Backfill, CA-6** shall meet the requirements of Section 1004.04 of the SSRBC, gradation to be "CA-6", except that GR-7 gravel will not be allowed. Select Granular Backfill, CA-6 should be used when under or within 2' of paved areas or structures, and shall extend from 1' above the pipe to at least 9" below the street surface.

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

All backfilling shall be done in accordance with Section 20-2.21 of the SSRBC. Specifically, all trenches and excavations other than those shown on the plans or designated by the Engineer to receive **TRENCH BACKFILL, CA-6** shall be backfilled by any acceptable method which will not dislodge or damage the pipe, or cause bridging action in the trench. Spoil material may be used as backfill in turf areas. In turf areas, **TRENCH BACKFILL, CA-11** shall be used to a height of one (1) foot above the top of the storm sewer pipe, and the balance of the backfill may be approved excavated material.

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

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

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



## Village of Downers Grove

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

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

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

**TRENCH BACKFILL, CA-6 or TRENCH BACKFILL, CA-11**, which price shall be payment in full for the work as specified herein and as measured in place.

### **SP-5 TREE ROOT PRUNING**

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

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

**Basis of Payment:** This work shall be considered **INCIDENTAL** to the cost of the pay item for Tree Protection.

### **SP-6 SAWCUTTING**

**Description:** This work shall consist of the saw cutting of bituminous pavement and portland cement concrete materials. Saw cutting of bituminous pavement shall be full depth for removal of driveway

## Village of Downers Grove

necessary for sidewalk installation, and shall be 1 1/2 inch deep through concrete drive approaches, for the purpose of delineating sidewalk edges and contraction joints where none currently exist.

No additional compensation will be allowed the Contractor.

### **SP-7 DUST AND DEBRIS CONTROL**

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

**Basis of Payment:** Dust control, and roadway cleanup shall be considered **INCIDENTAL** to the cost of the work to be performed by this contract, and no further compensation shall be due the Contractor or other party subject to his control and direction.

### **SP-8 CLEARING, TREE AND HEDGE REMOVAL**

**Description:** This work shall consist of the removal and disposal of all obstructions encountered during the construction of this improvement. Clearing shall consist of the removal and disposal of all obstructions such as fences, walls, foundations, buildings, accumulations of rubbish of whatever nature and all logs, shrubs, brush, grass, weeds, other vegetation and stumps of less diameter than 6 inches. Tree removal shall consist of the cutting, grubbing, removal and disposal of all trees and stumps as hereinafter defined. Hedge removal shall consist of the pulling or grubbing, removal and disposal of all hedge trees or bushes, as hereinafter defined.

A tree shall be defined as a woody, perennial plant having a single main stem or trunk, the diameter of which is 6 inches or more at a point 4 1/2 feet (diameter breast height) above the highest ground level at the tree. Trees with a diameter less than 6 inches will be considered as shrubs. A tree stump with a diameter at cut-off of 6 inches or more will be considered a tree for purposes of measurement and removal. A hedge shall be defined as trees or bushes planted for fence or windbreak purposes in rows containing 20 or more trees or bushes per 100 linear feet.

Rows containing less than 20 trees or bushes per 100 linear feet, and scattered hedge trees or bushes will not be considered a hedge but as trees or shrubs, in accordance with the diameter measurements herein specified.

All trees, stumps, shrubs and bushes designated for removal shall be removed to a depth of not less than 12 inches below the elevation of the sub-grade, the finished earth surface or the ground line. All trees and shrubs designated to be saved shall be protected during clearing and subsequent construction operations. Overhanging limbs shall be trimmed or cut off to provide a minimum vertical clearance of 7 feet from the finished surface. This shall be considered as clearing. In the event that the Contractor damages any tree or shrub designated to be saved, such plants shall immediately be repaired or replaced as directed by the Engineer in accordance with standard horticultural practice for such work, at the Contractor's expense. Hedge shall not be cut off at the ground level, but shall be pulled or grubbed in such a manner as to ensure complete removal. Scattered hedge trees or shrubs not classified as hedge shall be removed as specified for hedge.

**Basis of Payment:** Clearing, hedge or shrub removal shall not be paid for, but shall be considered **INCIDENTAL** to the execution of the Contract.

**SP-9 DETECTABLE WARNINGS**

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

Each Detectable Warning shall consist of brick red 2' x 4' panels inserted into wet concrete. Detectable Warning shall be Armor-Tile Cast-In-Place Replaceable or equivalent.

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

**DETECTABLE WARNINGS,**

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

**SP-10 STORM SEWER**

**Description:** This item shall consist of the construction of RCP Storm Sewer. Storm sewer shall be constructed with new RCP pipe, Type 2 & 3 of the diameter specified and DIP, CL52 of the diameter specified. Unless otherwise allowed by the Engineer, the Contractor shall place a well compacted, fine aggregate bedding at least four inches below the pipe and extending the entire width of the trench for the length of the pipe.

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

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

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

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

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

1. Removal from site of all surplus trench excavation.
2. Excavation for, and placement of bedding material.

## Village of Downers Grove

3. Support of trenches, including any necessary bracing or shoring.
4. De-watering of trench or excavation.
5. Placement and compaction of backfill by vibratory plate or other approved mechanical device.
6. Coring into existing drainage structures where connections are called for on the plans.

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

### **STORM SEWERS (MATERIAL, CLASS, SIZE SPECIFIED),**

Unit prices shall include all labor, material, and equipment necessary for excavation, bedding, installing, jointing, and backfilling the sewers and all incidental work herein specified, except **TRENCH BACKFILL** used as Final Backfill as defined by the Standard Specifications, which will be paid for separately.

### **SP-11 MANHOLES, CATCH BASINS, AND INLETS (SIZE AND TYPE SPECIFIED)**

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

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

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

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

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

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

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

shall be set in mortar or bituminous mastic beds.

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

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

**CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 8 GRATE,  
CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE,  
MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID,  
MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID,  
INLETS, TYPE A, TYPE 11 FRAME AND GRATE,**

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

**SP-12 SANITARY SERVICE RECONNECTION**

**Description:** This work shall consist of the reconnection of existing sanitary services disturbed during the installation of the proposed work. A service shall be considered whenever the proposed storm sewer passes less than eighteen inches above or any distance below the service.

The existing service pipe shall be cut one and one-half foot beyond the walls of the storm sewer trench in a manner that provides a neat and smooth joint. The reconnection of the new and existing pipes shall be made with PVC pipe grade SDR 26, ASTM D2241, 160 psi pressure pipe, or better with push-on bell and spigot type with rubber ring seal gasket ASTM D3139. Non-shear couplings (couplings with stainless steel shear ring) shall be used to connect pipes of dissimilar material or size – FLEX-SEAL Adjustable Repair Couplings. The excavation shall be backfilled with **TRENCH BACKFILL** to a point one foot above the top of the sanitary service. Backfill shall be placed in lifts and firmly compacted such that no future settlement occurs. **NO RECONNECTION SHALL BE BACKFILLED UNTIL INSPECTED AND APPROVED BY A REPRESENTATIVE OF THE DOWNERS GROVE SANITARY DISTRICT. (630-969-0664)**

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

**SANITARY SERVICE RECONNECTION,**

which price shall be payment in full for all work as specified herein, except that **TRENCH BACKFILL** used as Final Backfill as defined by the Standard Specifications, shall be paid for separately.

**SP-13 STORM TRAP DETENTION SYSTEM, SINGLE TRAP**

**Description:** This work shall consist of installation of a Precast Concrete Modular Storm Water Management System as indicated on the plans prepared by Storm System 1-8 (11 sheets).

The following specific items shall be considered incidental to **STORM TRAP DETENTION SYSTEM, SINGLE TRAP** installation and their costs shall be merged into the contract unit price per **LUMP SUM** of

Village of Downers Grove

**STORM TRAP DETENTION SYSTEM, SINGLE TRAP.**

1. Storm Trap Units, delivery and installation
2. Required Excavation to bottom of concrete slab
3. Concrete Pad installation
4. Backfill of overdig with CA-7 to the top of roof slab
5. Placement and compaction soil atop of the Storm Trap up to existing grade
6. Restoration of the excavated area with 4" of topsoil and seeding.

THE CONTRACTOR SHALL USE CARE IN GRADING OR EXCAVATING NEAR ANY AND ALL EXISTING ITEMS, INCLUDING STRUCTURES, WHICH ARE NOT CALLED OUT FOR REMOVAL. THE COST OF PROTECTING SUCH ITEMS, UNLESS OTHERWISE NOTED, SHALL BE INCLUDED IN THE CONTRACTOR UNIT PRICE FOR EARTH EXCAVATION. DRAWINGS OF STRUCTURAL ELEMENTS TO PROVIDE THIS PROTECTION, INCLUDING SHEET PILING IF NECESSARY, SHALL BE SEALED BY A PROFESSIONAL STRUCTURAL ENGINEER AND SHALL BE SUBMITTED TO THE VILLAGE FOR CONCURRENCE PRIOR TO INSTALLATION. ANY DAMAGE DONE TO EXISTING ITEMS BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

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

**STORM TRAP DETENTION SYSTEM, SINGLE TRAP,**

which price shall be payment in full for all work as specified herein, except that **UNDERCUT AND EXPORT UNSUITABLE MATERIALS** and **IMPORT AND COMPACT CA-6 MATERIALS** as required by a Geotechnical Engineer, shall be paid for separately.

Village of Downers Grove

**V. BID and CONTRACT FORM (Village)**

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

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

**BIDDER:**

EVEREST EXCAVATING, INC.  
Company Name

3/23/10  
Date

66 EAST END DRIVE  
Street Address of Company

MNelsen@EverestExcavating.com  
E-mail Address

GILBERT, IL 60136  
City, State, Zip

MARTIN NELSEN  
Contact Name (Print)

847-844-3700  
Business Phone

847-561-7959  
24-Hour Telephone

847-844-3733  
Business Fax

  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation  
  
Signature of Corporation Secretary

Jared Van Rossum President  
Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 90 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**V. BID and CONTRACT FORM (Contractor)**

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

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

**BIDDER:**

EVEREST EXCAVATING, LLC.  
Company Name

3/23/10  
Date

66 EAST END DRIVE  
Street Address of Company

MNelsen@EverestExcavating.com  
E-mail Address

GILBERTS, IL 60136  
City, State, Zip

MARTIN NELSEN  
Contact Name (Print)

847-844-3700  
Business Phone

847-561-7959  
24-Hour Telephone

847-844-3733  
Business Fax

[Signature]  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation  
[Signature]  
Signature of Corporation Secretary

Jed Van Lasseman President  
Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 90 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



Village of Downers Grove

**SCHEDULE OF PRICES:**

**BASE BID**

PAY ITEM NO.	ITEM	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	36	77 <sup>00</sup>	2,772 <sup>00</sup>
20200100	EARTH EXCAVATION	CU YD	738	33 <sup>00</sup>	24,354 <sup>00</sup>
20700400	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	17	50 <sup>00</sup>	850 <sup>00</sup>
20800150	TRENCH BACKFILL	CU YD	723	35 <sup>00</sup>	25,305 <sup>00</sup>
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	2384	4 <sup>50</sup>	10,728 <sup>00</sup>
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	45	2 <sup>00</sup>	90 <sup>00</sup>
25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	45	2 <sup>00</sup>	90 <sup>00</sup>
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	45	2 <sup>00</sup>	90 <sup>00</sup>
25200110	SODDING, SALT TOLERANT	SQ YD	2384	5 <sup>00</sup>	11,920 <sup>00</sup>
25200200	SUPPLEMENTAL WATERING	UNIT	10	55 <sup>00</sup>	550 <sup>00</sup>
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	49	2 <sup>00</sup>	98 <sup>00</sup>
28000400	PERIMETER EROSION BARRIER	FOOT	1601	4 <sup>00</sup>	6,404 <sup>00</sup>
28000510	INLET FILTERS	EACH	15	250 <sup>00</sup>	3,750 <sup>00</sup>
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	508	30 <sup>00</sup>	15,240 <sup>00</sup>
40300100	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	692	2 <sup>00</sup>	1,384 <sup>00</sup>
40600300	AGGREGATE (PRIME COAT)	TON	6	2 <sup>00</sup>	12 <sup>00</sup>
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	29	30 <sup>00</sup>	870 <sup>00</sup>
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	341	86 <sup>00</sup>	29,326 <sup>00</sup>
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	243	95 <sup>00</sup>	23,085 <sup>00</sup>
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	379	50 <sup>00</sup>	18,950 <sup>00</sup>
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1555	5 <sup>00</sup>	7,775 <sup>00</sup>
42400800	DETECTABLE WARNINGS	SQ FT	108	20 <sup>00</sup>	2,160 <sup>00</sup>
44000100	PAVEMENT REMOVAL	SQ YD	979	14 <sup>00</sup>	13,706 <sup>00</sup>
44000158	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	1842	5 <sup>50</sup>	10,131 <sup>00</sup>

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44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	664	7 <sup>25</sup>	4,814 <sup>00</sup>
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2217	4 <sup>00</sup>	8,868 <sup>00</sup>
44000600	SIDEWALK REMOVAL	SQ FT	1555	2 <sup>00</sup>	3,110 <sup>00</sup>
44201747	CLASS D PATCHES, TYPE IV, 8 INCH	SQ YD	32	145 <sup>00</sup>	4,640 <sup>00</sup>
550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	165	36 <sup>00</sup>	5,940 <sup>00</sup>
550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	146	37 <sup>00</sup>	5,402 <sup>00</sup>
550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	66	39 <sup>00</sup>	2,574 <sup>00</sup>
550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	42	51 <sup>00</sup>	2,142 <sup>00</sup>
550A0430	STORM SEWERS, CLASS A, TYPE 2 30"	FOOT	434	65 <sup>00</sup>	28,210 <sup>00</sup>
55100300	STORM SEWER REMOVAL 8"	FOOT	72	10 <sup>00</sup>	720 <sup>00</sup>
55100500	STORM SEWER REMOVAL 12"	FOOT	362	12 <sup>00</sup>	4,344 <sup>00</sup>
55100700	STORM SEWER REMOVAL 15"	FOOT	210	14 <sup>00</sup>	2,940 <sup>00</sup>
60200805	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	6	1200 <sup>00</sup>	7,200 <sup>00</sup>
60201105	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1	1800 <sup>00</sup>	1,800 <sup>00</sup>
60218400	MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	1675 <sup>00</sup>	1,675 <sup>00</sup>
60221100	MANHOLES, TYPE A, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	5	1950 <sup>00</sup>	9,750 <sup>00</sup>
60236800	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	3	950 <sup>00</sup>	2,850 <sup>00</sup>
60255500	MANHOLES TO BE ADJUSTED	EACH	2	450 <sup>00</sup>	900 <sup>00</sup>
60261300	INLETS TO BE ADJUSTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	5	450 <sup>00</sup>	2,250 <sup>00</sup>
60500040	REMOVING MANHOLES	EACH	5	300 <sup>00</sup>	1,500 <sup>00</sup>
60500060	REMOVING INLETS	EACH	4	250 <sup>00</sup>	1,000 <sup>00</sup>
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	2217	17 <sup>00</sup>	37,689 <sup>00</sup>
67100100	MOBILIZATION	L SUM	1	21,000 <sup>00</sup>	21,000 <sup>00</sup>
X0323677	STREET SWEEPING	HOUR	65	125 <sup>00</sup>	8,125 <sup>00</sup>
X4067107	POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-4.75,N50	TON	150	125 <sup>00</sup>	18,750 <sup>00</sup>
XX005656	INLET FILTER CLEANING	EACH	15	115 <sup>00</sup>	1,725 <sup>00</sup>
XX006547	TEMPORARY BITUMINOUS PATCH	TON	30	150 <sup>00</sup>	4,500 <sup>00</sup>

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XX006806	HOT-MIX ASPHALT DRIVEWAY PAVEMENT	SQ YD	285	40 <sup>00</sup>	11,400 <sup>00</sup>
Z0001050	AGGREGATE SUBGRADE 12"	SQ YD	1647	14 <sup>00</sup>	23,058 <sup>00</sup>
	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	L SUM	1	15,000 <sup>00</sup>	15,000 <sup>00</sup>
	PRECONSTRUCTION VIDEOTAPING	L SUM	1	500 <sup>00</sup>	500 <sup>00</sup>
	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1	8,000 <sup>00</sup>	8,000 <sup>00</sup>
	SANITARY SERVICE RECONNECTION	EACH	12	525 <sup>00</sup>	6,300 <sup>00</sup>
	STORM TRAP DETENTION SYSTEM, SINGLE TRAP	L SUM	1	172,641 <sup>00</sup>	172,641 <sup>00</sup>
	UNDERCUT AND EXPORT UNSUITABLE MATERIALS	CU YD	300	25 <sup>00</sup>	7,500 <sup>00</sup>
	IMPORT AND COMPACT CA-6 MATERIALS	CU YD	300	27 <sup>00</sup>	8,100 <sup>00</sup>
	TREE PROTECTION	EACH	37	165 <sup>00</sup>	6,105 <sup>00</sup>

TOTAL BASE BID 662,662<sup>00</sup>

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

BENTON AVE.

With regard to DRAINAGE IMPROVEMENTS, bidder EVEREST EXCAVATING, INC.  
(Name of Project) (Name of Bidder)

hereby certifies the following:

1. Bidder is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS §12-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Bidder certifies that bidder and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

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

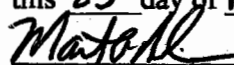
BY:   
Bidder's Authorized Agent

36 - 44 08 153

FEDERAL TAXPAYER IDENTIFICATION NUMBER

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



Subscribed and sworn to before me  
this 23 day of MARCH, 2010  
  
Notary Public

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Bidder is a corporation organized and existing under the laws of the State of ILLINOIS, which operates under the Legal name of EVEREST EXCAVATING, INC., and the full names of its Officers are as follows:

President: TODD VAN ROSSUM

Secretary: MARTIN NELSEN

Treasurer: WILLIAM VAN ROSSUM

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

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**(c) Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: \_\_\_\_\_  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

6. Are you willing to comply with the Village's insurance requirements within 13 days of the award of the contract? YES

INSURER'S NAME: PEIKW INSURANCE

AGENT: KRW INSURANCE AGENCY

Street Address: 338 MEMORIAL DRIVE

City, State, Zip Code: CRYSTAL LAKE, IL 60014

Telephone Number: 815-459-6300

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: EVEREST EXCAVATING, INC.

Print Name and Title of Authorizing Signature: Todd Van Passuan President

Signature: [Handwritten Signature]

Date: 3/23/10

Village of Downers Grove

**MUNICIPAL REFERENCE LIST**

Municipality: VILLAGE OF DOWNERS GROVE  
Address: 5101 WALNUT AVE. DOWNERS GROVE, IL  
Contact Name: DAN GRELO Phone #: 630-434-5460  
Name of Project: ORCHARD BROOK SUBDIVISION IMPROVEMENTS  
Contract Value: \$235,000 - Date of Completion: 11/1/08

Municipality: VILLAGE OF ALGONQUIN  
Address: 2200 HARNISH DRIVE  
Contact Name: SHAWN HURTH Phone #: 847-658-2751  
Name of Project: ALGONQUIN WWTP - SITE PIPING  
Contract Value: \$895,000 - Date of Completion: 2/08

Municipality: CITY OF NAPERVILLE  
Address: 400 S. EAGLE ST.  
Contact Name: JAMES DEAN Phone #: \_\_\_\_\_  
Name of Project: NAPERVILLE BIOSOLIDS PROJECT & WWTP  
Contract Value: \$500,000 - Date of Completion: 5/1/10

Municipality: VILLAGE OF ELK GROVE  
Address: 901 WELLINGTON AVE.  
Contact Name: MIKE DEFAURO Phone #: 847-357-4220  
Name of Project: CHICAGO DATA CENTER  
Contract Value: \$4,250,000 - Date of Completion: 5/08

Municipality: VILLAGE OF AURORA  
Address: 44 EAST DOWNER PLACE  
Contact Name: CHUCK HARRISON - CMT ENGINEER<sup>ME</sup> Phone #: 630-820-1022  
Name of Project: AURORA ROSE DEVELOPMENT  
Contract Value: \$940,000 - Date of Completion: 10/09

Village of Downers Grove

**SUBCONTRACTORS LIST**

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

1) Sebart Landscaping Type of Work Landscaping  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

2) Central Forestry Type of Work Tree Removal  
Addr: \_\_\_\_\_ City Hoffman Estates State IL Zip \_\_\_\_\_

3) TCP Type of Work Trash Control  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

4) Trotter Associates or Prime Design Type of Work Layout  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

5) Fiala Paving - or - Geneva Const - or - Hardin Paving Type of Work Asphalt  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

6) Alliance - or - Geneva Const - or - Landmark Type of Work Concrete C&G, Flatwork  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

7) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

8) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_





**VENDOR W-9 REQUEST FORM**

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

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

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: EVEREST EXCAVATING, INC.  
ADDRESS: 66 EAST END DRIVE  
CITY: GILBERTS,  
STATE: IL  
ZIP: 60136  
PHONE: 847-844-3700 FAX: 847-844-3733  
TAX ID #(TIN): 36-4408153

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

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

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

SIGNATURE: [Signature] DATE: 3/24/10

**Apprenticeship and Training Certification**

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

Name of Bidder: EVEREST EXCAVATING, INC.

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

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

Print Name and Title of Authorizing Signature: Tom V. Johnson President

Signature: 

Date: 3/23/10

**BUY AMERICA CERTIFICATION**

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

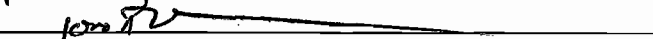
*Instructions:*

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

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

***Certificate of Compliance***

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

Signature 

Company Name EVEREST EXCAVATING, INC.

Title President

Date 3/23/10

***Certificate of Non-Compliance***

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

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_

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

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

**Suspension or Debarment Certificate**

Village of Downers Grove

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

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

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

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

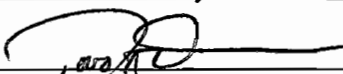
Company Name: EVEREST EXCAVATING, INC.

Address: 66 EAST END DRIVE

City: GILBERTS, IL Zip Code: 60136

Telephone: (847) 844-3700 Fax Number: (847) 844-3733

E-mail Address: MNelson@EverestExcavating.com

Authorized Company Signature: 

Print Signature Name: Paul Nelson Title of Official: President

Date: 3/23/10

**CAMPAIGN DISCLOSURE CERTIFICATE**

Village of Downers Grove

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

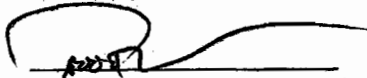
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

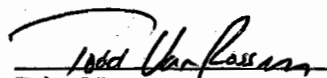
Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal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

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

Under penalty of perjury, I declare:

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

  
Signature

  
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

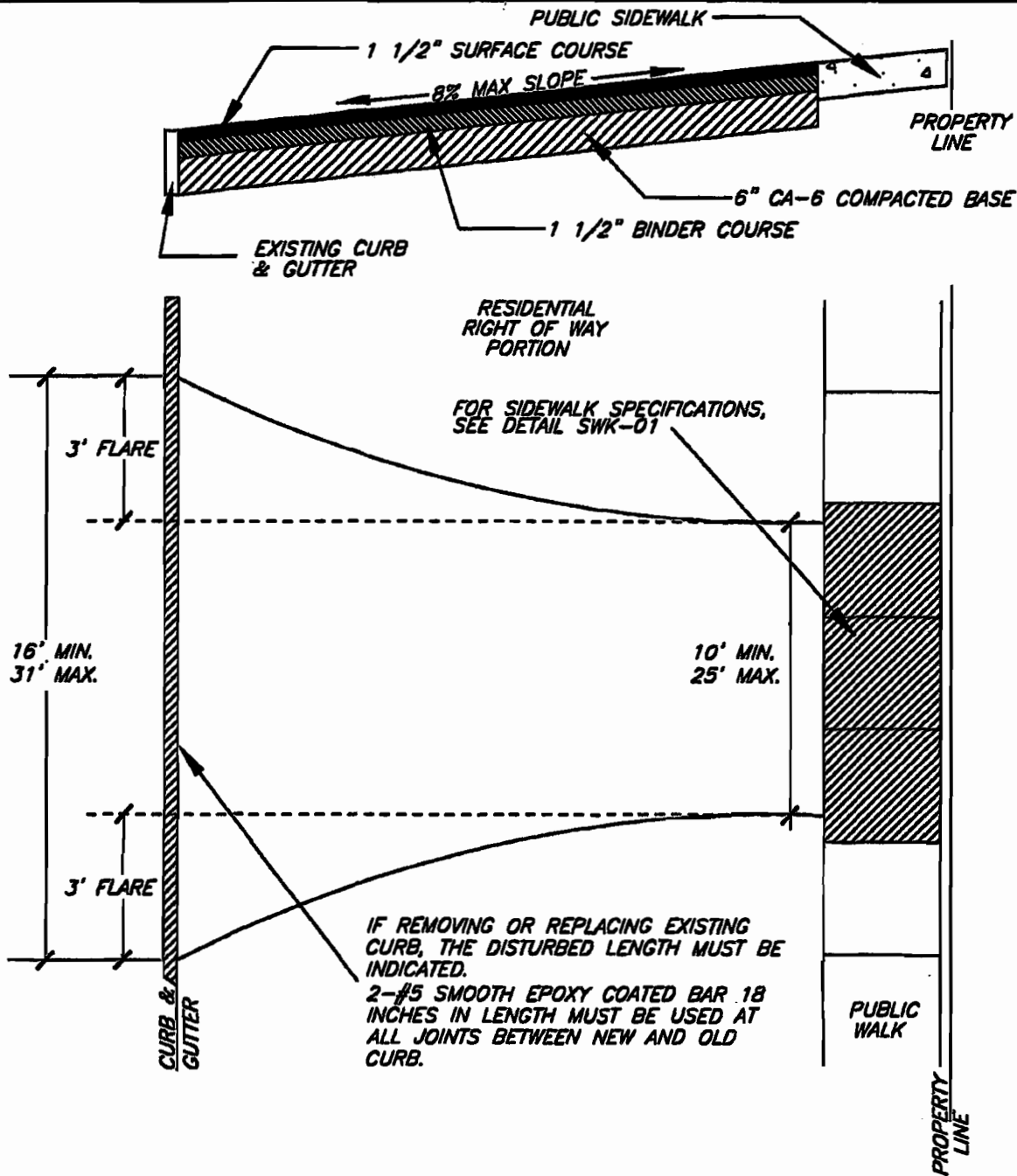
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**BID SUBMITTAL CHECKLIST**

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

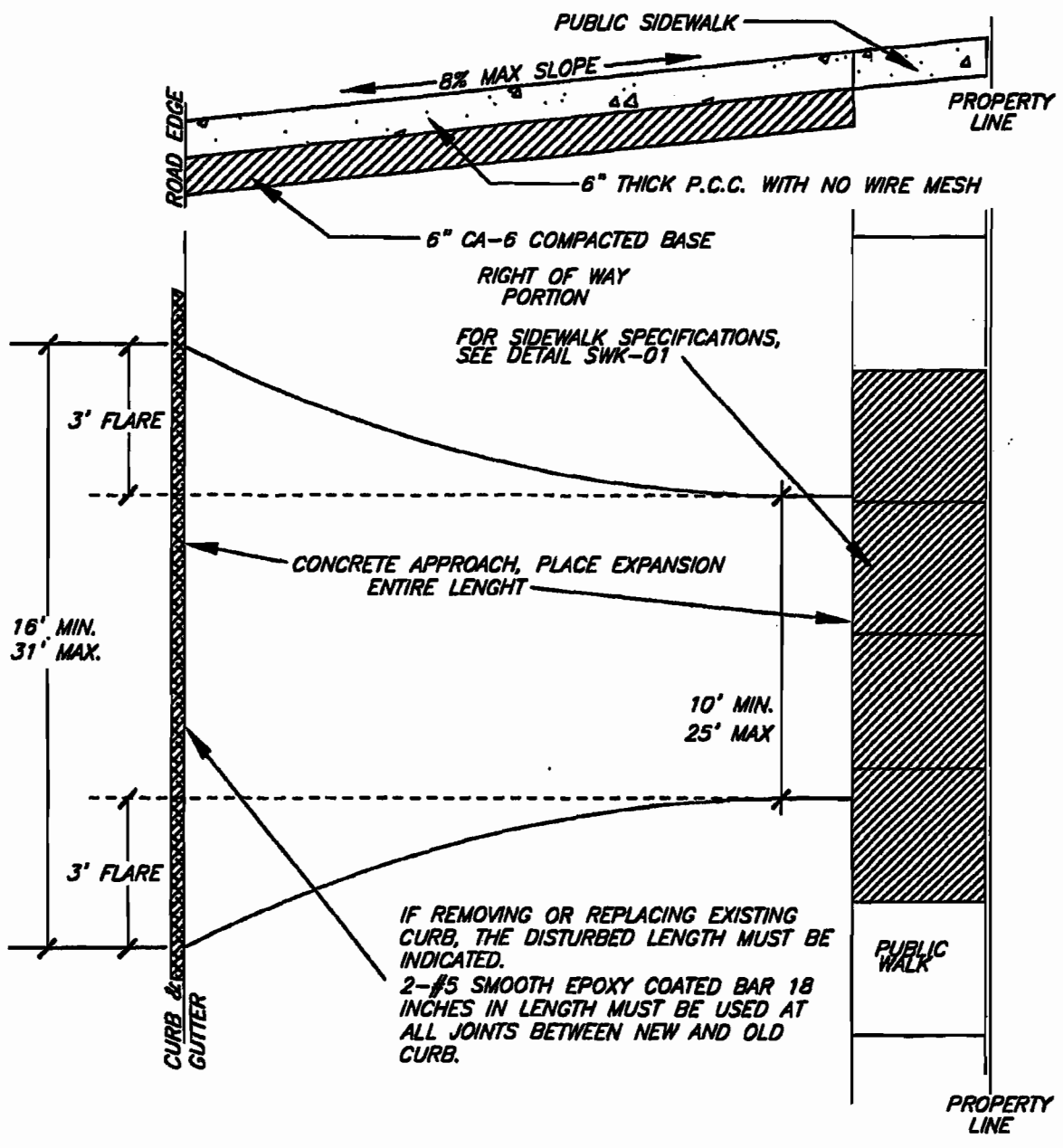
1.  Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2.  Cover sheet filled-in
3.  Bid Form copies filled-in. All copies must have original signatures and seals on them.
4.  Bid Bond or cashier's check enclosed with bid package.
5.  Schedule of Prices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



N.T.S.	DATE	REVISIONS	DRAWN BY	APPVD BY	STANDARD DETAIL
	02/20/07		J.M.L.	M.D.M.	<b>ASPHALT APPROACH WITH CURB</b>
DRAWING NO. PVT-03					
I:\PW - ENG & TRANSPORTATION\DESIGN DETAILS-FEB 07\PAVEMENT\PVT-03					



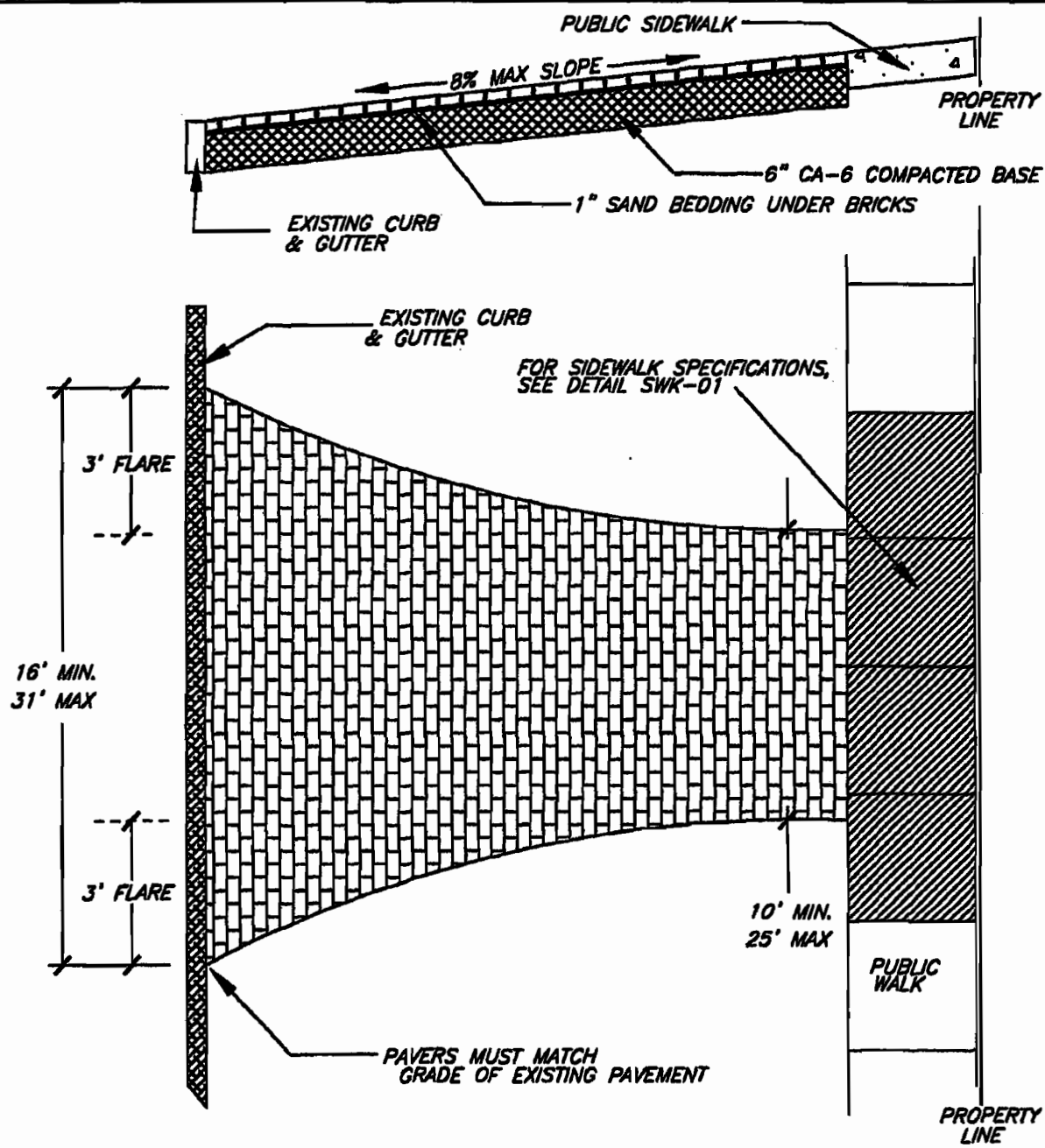
AI




N.T.S.	DATE	REVISIONS	DRAWN BY	APPVD BY	STANDARD DETAIL
	02/20/07		J.M.L.	M.D.M.	CONCRETE APPROACH WITH CURB
DRAWING NO. PVT-09					
I:\PW - ENG & TRANSPORTATION\DESIGN DETAILS-FEB 07\PAVEMENT\PVT-09					

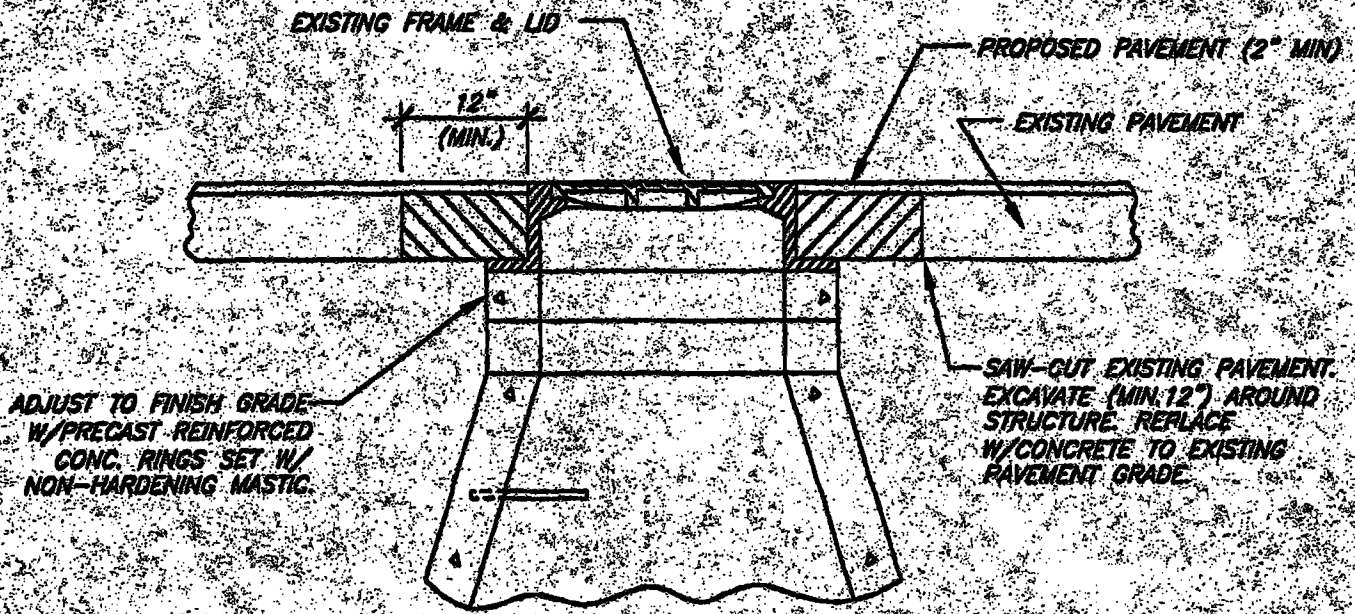







N.T.S.	DATE	REVISIONS	DRAWN BY	APPVD BY	STANDARD DETAIL
	02/20/07	////	J.M.L.	M.D.M.	<b>BRICK APPROACH WITH CURB</b>
DRAWING NO. PVT-06					
I:\PW - ENG & TRANSPORTATION\DESIGN DETAILS-FEB 07\PAVEMENT\PVT-06					

A3



**NOTES:**

1. AFTER STRUCTURE HAS BEEN ADJUSTED AND IF STREET IS OPEN TO TRAFFIC, A TYPE 1 BARRICADE W/FLASHER SHALL BE PLACED AT EACH STRUCTURE.

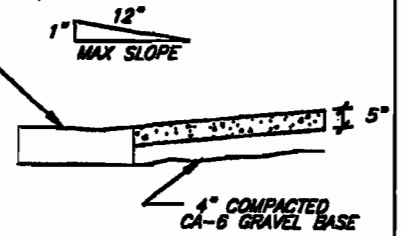
N.T.S.	DATE	REVISIONS	DRAWN BY	APPVD BY	STANDARD DETAIL
	06/01/04	//////	R.W.B.	M.D.M.	<b>UTILITY STRUCTURE ADJUSTMENT</b>
DRAWING NO. GEN-02					
I:\PW-ENG & TRANSPORTATION\DETAILS-FEB 07\GENERAL\GEN-02					

ALL CONSTRUCTION MATERIALS AND METHODS SHALL COMPLY WITH THE "STANDARDS SPECIFICATION FOR ROAD & BRIDGE CONSTRUCTION" AS ADOPTED BY THE ILLINOIS DEPT. OF TRANSPORTATION UNLESS OTHERWISE SPECIFIED HEREIN

ABSOLUTELY NO CHLORIDE ACCELERANT OR WIRE MESH WILL BE PERMITTED

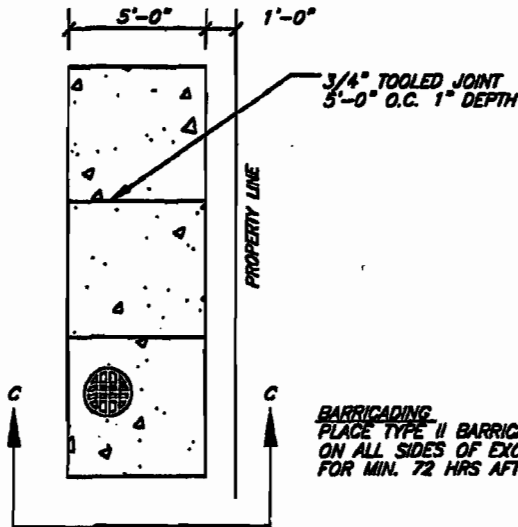
TYPICAL SIDEWALK PLACEMENT IN R.O.W.

SEE CURB & GUTTER SPECIFICATIONS

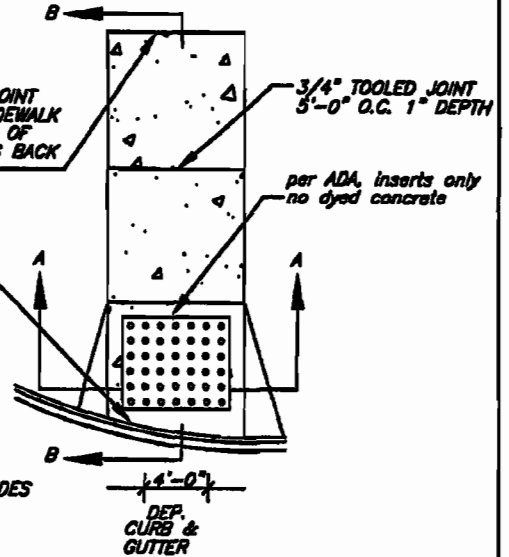


SECTION B-B

PLACE 3/4" PRE-MOLDED EXPANSION JOINT WHERE ABUTTING EXISTING CONC. BOTH SIDES OF UTILITY STRUCTURE @ EVERY 100' O.C.

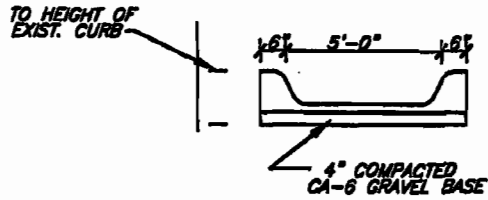


PLACE EXPANSION JOINT AT INTERSECTING SIDEWALK OR 10' FROM BACK OF CURB AND ABUTTING BACK OF CURB

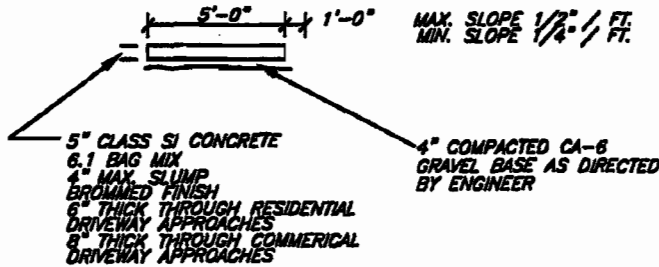


BARRICADING: PLACE TYPE II BARRICADES WITH FLASHING LIGHTS ON ALL SIDES OF EXCAVATIONS. MAINTAIN BARRICADES FOR MIN. 72 HRS AFTER PLACEMENT

SAW CUT EXISTING CURB PERPENDICULAR TO BACK 6" FROM EDGE OF WALK UNLESS CUT FALLS WITHIN 5' OF EXIST. JOINT, REMOVE TO EXIST. JOINT. FOR FURTHER DETAILS SEE CURB & GUTTER SPECIFICATIONS



SECTION A-A



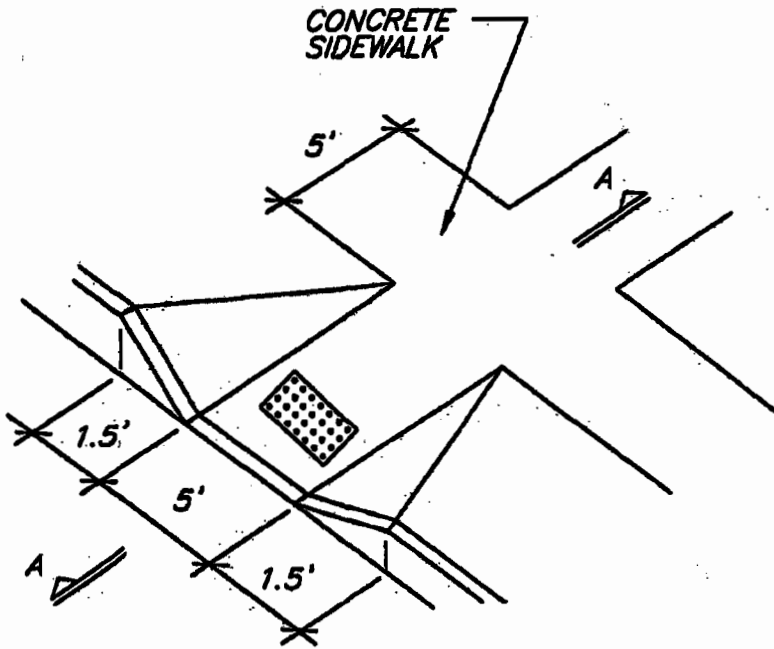
SECTION C-C

5" CLASS SI CONCRETE  
6.1 BAG MIX  
4" MAX. SLUMP  
BROOMED FINISH  
6" THICK THROUGH RESIDENTIAL DRIVEWAY APPROACHES  
8" THICK THROUGH COMMERCIAL DRIVEWAY APPROACHES

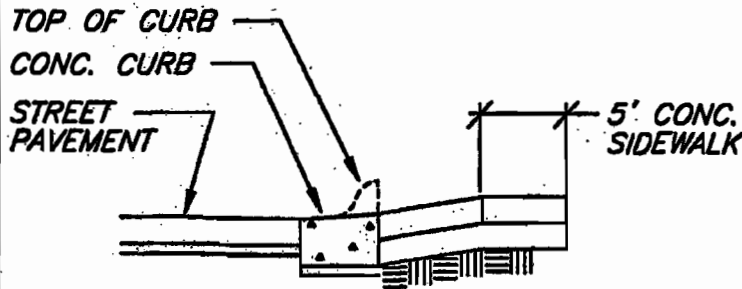
4" COMPACTED CA-6 GRAVEL BASE AS DIRECTED BY ENGINEER

N.T.S.	DATE	REVISIONS	DRAWN BY	APPVD BY	STANDARD DETAIL
	02/20/07	//////	D.J.G.		PUBLIC SIDEWALK
DRAWING NO. SWK-01					
I:\PW - ENG & TRANSPORTATION\DESIGN DETAILS-FEB 07\SIDEWALK\SWK-01					

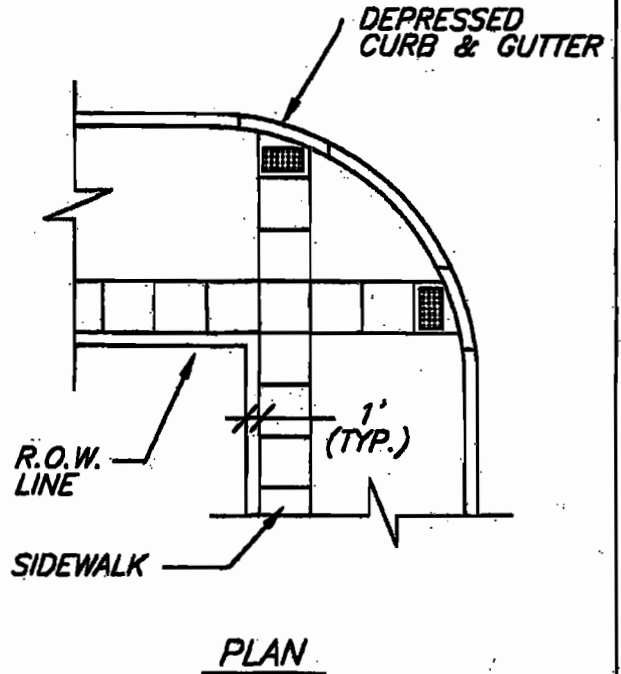




ISOMETRIC VIEW



SECTION A-A



14:1

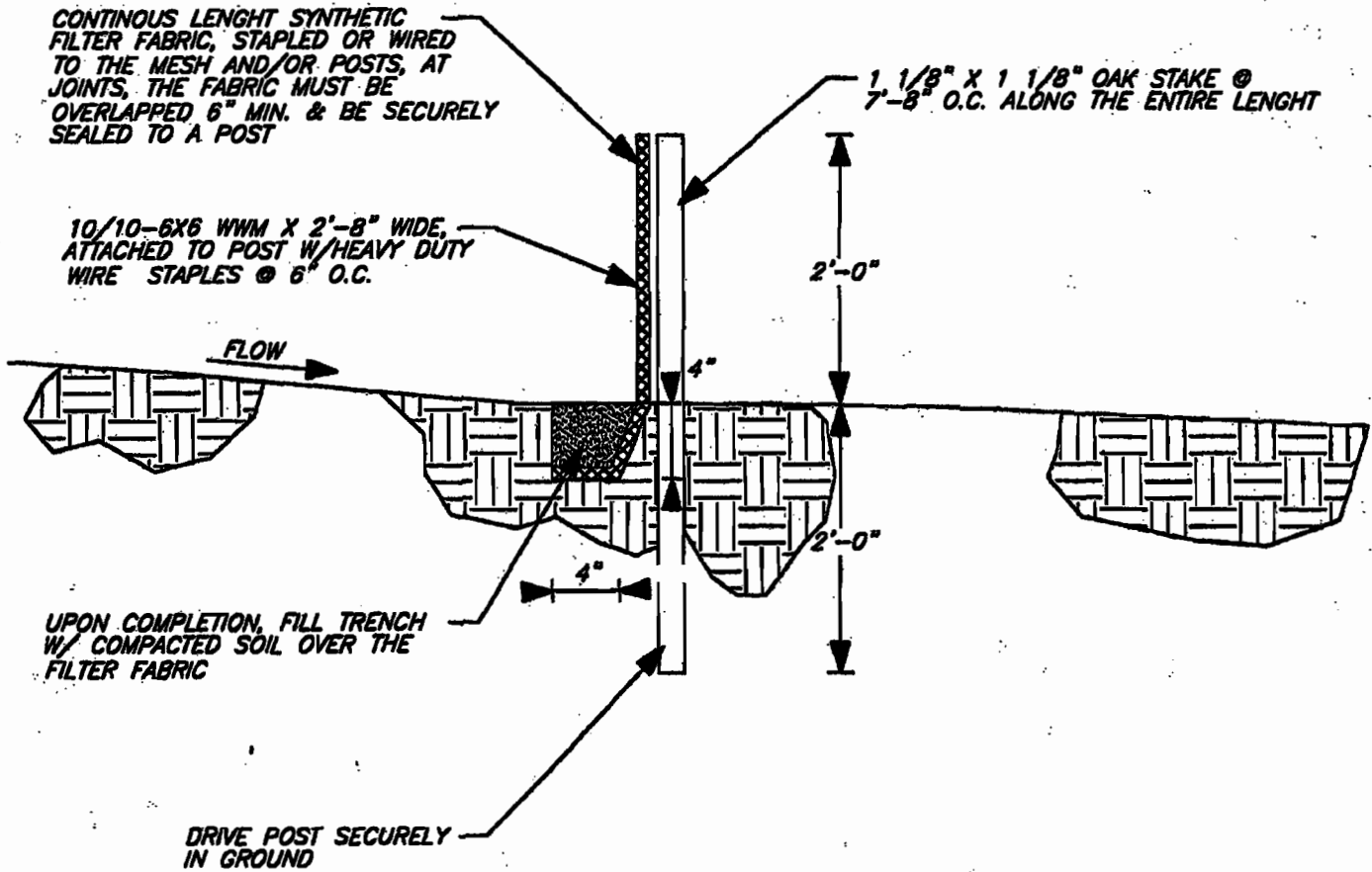
MAXIMUM RAMP SLOPE

INSERT APPROVED ADA TRANSITION  
AS SPECIFIED ELSEWHERE


DYED CONCRETE NOT ALLOWED

N.T.S.	DATE	REVISIONS	DRAWN BY	APPVD BY	STANDARD DETAIL
	04/12/07	////	D.J.G.		A.D.A RAMPS ON CURBED STREETS
DRAWING NO. SWK-02					
I:\PW - ENG & TRANSPORTATION\DESIGN DETAILS-FEB 07\SIDEWALK\SWK-02					





NOTES:  
 THE FILTER FABRIC SHALL BE PERVIOUS OF NICOLON 70-06 FABRIC OR APPROVED EQUAL & SHALL BE CERTIFIED TO MEET THE FOLLOWING  
 1) 75% FILTERING EFFICIENCY  
 2) TENSILE STRENGTH OF 30 LB/LIN. TENSILE STRENGTH (20%)  
 3) 0.30 GAL/SQ. FT. MINIMUM FLOW RATE

N.T.S.	DATE	REVISIONS	DRAWN BY	APPVD BY	STANDARD DETAIL
	01/14/05	////	R.W.B.	M.D.M.	<h1>SILT FENCE</h1>
DRAWING NO. STM-11					
I:\PW - ENG & TRANSPORTATION\DESIGN DETAILS-FEB 07\STM-11					

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

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**

**BID: BENTON AVENUE DRAINAGE IMPROVEMENTS**

**BID NUMBER: SW-036-10**

**BID OPENING: MARCH 23, 2010**

**ADDENDUM NO.: 1**

**BIDDER:** EVEREST EXCAVATING, INC

**ADDRESS:** 66 EAST END DRIVE GILBERTS, IL 60136

**RECEIVED BY:** DAN LICHTHARDT  
(NAME)

  
(SIGNATURE)

**DATE:** 3/19/10

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

**ADDENDUM NO. 1**

**FOR**

**BENTON AVENUE DRAINAGE IMPROVEMENTS**

**BID # SW-036-10**

**MARCH 18, 2010**

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

**BENTON AVENUE DRAINAGE IMPROVEMENTS**  
**BID # SW-036-10 ADDENDUM NO. 1 MARCH 18, 2010**

**ITEM AND DESCRIPTION:**

1. **REPLACE** page 40 of bid document with attached page 40.  
Note: Amended the special provision for STORM TRAP DETENTION SYSTEM, SINGLE TRAP.
2. **INSERT** page 40.1 after page 40 of bid document.  
Note: Included a special provision for curb and gutter installation
3. **CLARIFICATION** - At the location of the underground tank, proposed finished grade shall closely match the existing elevation. The finish grade shall be approximated to be 715.00.
4. **CLARIFICATION** - Per Storm Trap, the lead time to manufacture the Storm Trap units is approximately 4-8 weeks.
5. **CLARIFICATION** - The house structure to the south of the proposed underground tank has a basement.
6. **CLARIFICATION** - The garage structure to the north of the proposed underground tank is not called out for demolition and therefore shall be protected during all construction activities.
7. **INSERT** - Summary of Geotechnical Report (pages G1-G8) shall be included with the bid documents.

**End of Addendum No. 1**  
**MARCH 18, 2010**

**SP-13 STORM TRAP DETENTION SYSTEM, SINGLE TRAP**

**Description:** This work shall consist of installation of a Precast Concrete Modular Storm Water Management System as indicated on the plans prepared by Storm System 1-8 (11 sheets).

The following specific items shall be considered incidental to **STORM TRAP DETENTION SYSTEM, SINGLE TRAP** installation and their costs shall be merged into the contract unit price per **LUMP SUM** of **STORM TRAP DETENTION SYSTEM, SINGLE TRAP**.

1. Storm Trap Units, purchase, delivery and installation
2. Required Excavation to bottom of concrete slab
3. Concrete Pad installation
4. Backfill of overdig with CA-7 to the top of roof slab
5. Placement and compaction soil atop of the Storm Trap up to existing grade
6. Restoration of the excavated area with 4" of topsoil and seeding.
7. Installation of a water tight liner along the north exterior wall of the Storm Trap extending the full length and full depth of the wall. The line shall be PPL-24 Containment Membrane manufactured by BTL Liners or approved equal.
8. Fencing around the excavation site using six (6) foot high chain link construction fence secured to metal posts driven in the ground which are spaced no further than ten (10) feet apart. All fence shall be maintained daily in an upright good condition.

THE CONTRACTOR SHALL USE CARE IN GRADING OR EXCAVATING NEAR ANY AND ALL EXISTING ITEMS, INCLUDING STRUCTURES, WHICH ARE NOT CALLED OUT FOR REMOVAL. THE COST OF PROTECTING SUCH ITEMS, UNLESS OTHERWISE NOTED, SHALL BE INCLUDED IN THE CONTRACTOR UNIT PRICE FOR STORM TRAP DETENTION SYSTEM, SINGLE TRAP. DRAWINGS OF STRUCTURAL ELEMENTS TO PROVIDE THIS PROTECTION, INCLUDING SHEET PILING IF NECESSARY, SHALL BE SEALED BY A PROFESSIONAL STRUCTURAL ENGINEER AND SHALL BE SUBMITTED TO THE VILLAGE FOR CONCURRENCE PRIOR TO INSTALLATION. ANY DAMAGE DONE TO EXISTING ITEMS BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

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

**STORM TRAP DETENTION SYSTEM, SINGLE TRAP,**

which price shall be payment in full for all work as specified herein, except that **UNDERCUT AND EXPORT UNSUITABLE MATERIALS** and **IMPORT AND COMPACT CA-6 MATERIALS** as required by a Geotechnical Engineer, shall be paid for separately.



**SP-14. COMBINATION CURB AND GUTTER, TYPE B-6.12  
(ITEM # 60603800)**

**Description:** This work shall consist of installation of P.C.C. Curb and Gutter, or the placement of P.C.C. Curb and Gutter where none exist, of the type, size and location shown on the plans. All P.C.C. Curb and Gutter shall be placed by methods and materials as specified in Articles 606 and 1020 of the SSRBC, except as amended herein.

This work may also replacement of existing sections of curb in Village owned parking lots, as well as depressed curb and gutter for handicap ramps as indicated for new sidewalk construction, and where existing sidewalk is removed and replaced at crosswalks.

Placement of P.C.C. Combination Curb and Gutter shall include the following:

- a) The use of Class SI Portland cement concrete, 6.05 cwt/cy mix, with 6% air entrainment, 3" slump;
- b) The saw cutting of 2 inch deep joints at not more than 15-foot intervals, within 24 hours after being placed;
- c) The placement of 2 dowel bars into the gutter portion of existing concrete curb, and at expansion joints, in accordance with the detail shown on the plans;
- d) The placement of 3/4 inch premoulded expansion joint filler perpendicular to the centerline of the roadway for the full depth of the curb and gutter, where abutting existing concrete curb and gutter, at 10 feet either side of a utility structure, at construction joints at the ends of pours, at not more than 90 foot intervals;
- e) The proper curing of all concrete work utilizing the methods and materials outlined in Articles 424 and 1022.01 of the SSRBC;
- f) The backfilling of all curb work with materials approved by the Engineer;
- g) All Curb and Gutter shall be monolithic and of the B6.12 or B6.18 type unless otherwise noted on the plans.
- h) Installation of P.C.C. base course at the face of the curb shall be considered incidental to the curb and gutter installation.

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

**COMBINATION CURB AND GUTTER, TYPE B-6.12,**

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

## **REPORT SUMMARY**

Three (3) soil borings (B-1, B-2 and B-3) were drilled and sampled by SEECO Consultants, Inc., on February 1, 2010, in the area of a proposed underground Storm Trap detention storage area (SJS Subwatershed J Drainage Improvements, SW-036-10) located on an approximately 33 feet wide by 130 feet long residential vacant side lot located east of Benton Avenue between 5237 and 5241 Benton Avenue in Downers Grove, Illinois.

On February 3, 2010, the soil borings were drilled and sampled through upper fill soils in borings B-1 to B-3 which generally consist of approximately 5 inches to 42 inches of dark brown to black clay topsoil fill (A-7-5). Underlying the topsoil fill in borings B-1 and B-2, generally soft gray to gray, trace black clay fill was encountered to depths of approximately 3.5 to 9.5 feet below the existing ground level. In boring B-1, an approximate 3 feet thick fill layer of wet brown, gray little black organic clay fill (moisture content of 81.6%) mixed with black clay topsoil fill (moisture content of 37.3%) was encountered at approximately 3.4 feet between soft gray clay fill layers in boring B-1. In boring B-2, underlying the soft gray clay layer, mixed fill consisting of brown clay, black slag and gravel was encountered to approximately 3.5 feet below the existing ground level. Underlying the upper fill in boring B-2 and B-3, approximately 3 feet of medium to stiff brown and gray virgin clay (A-6) was encountered at approximately 3.5 feet below the existing ground level at each boring.

Underlying the stiff brown and gray virgin clay layer in B-3, a soft virgin gray clay (A-6) layer was encountered overlying a loose brown and gray loam (A-2-4) seam. Underlying the medium brown and gray virgin clay layer in B-2, loose brown and gray silty loam (A-4) overlying loose gray silty clay loam (A-4) was encountered. Underlying the above mentioned soils in B-2 and B-3 and the soft gray clay fill in B-1 (at depths ranging from 8.5 feet to 9.5 feet below the existing ground level), generally medium to hard gray to brownish gray clay (A-6) was encountered to the 20 feet termination depths of the boreholes.

These three (3) soil borings (B-1 to B-3) were terminated at approximately 20 feet below existing

approximate boring surface grades ranging from of 715± M.S.L. (B-1) to 715.2 ± M.S.L. (B-2 and B-3) and did not encounter bedrock within these boring depths of 20 feet (borehole termination elevations of 695 ± M.S.L. (B-1) to 695.2 ± M.S.L. (B-2 and B-3).

No groundwater was encountered in the three (3) 20 feet deep soil borings drilled and sampled at the project site at the time of drilling (2/1/10).

The proposed precast concrete modular units of the underground detention system are to be supported on a poured in place reinforced concrete mat slab foundation (roughly 128 feet-7 inches long by 29 feet-6 inches wide) at an elevation of 708.24 M.S.L. (which is 708.91 (system invert) minus the 8 inch thick concrete mat slab foundation). Based on the approximate bottom elevation of the reinforced concrete mat slab foundation, unsuitable soils not meeting a minimum net allowable bearing capacity of 1,500 psf or greater per the StormTrap project specification (as shown in Note 2 of Detail "B" on the SingleTrap Installation Specifications (Preliminary) Sheet 3.1 prepared by Occam Consulting Engineering dated 11-03-09 were encountered in borings B-1, B-2 and B-3. These unsuitable soils encountered at the proposed bottom of mat foundation elevation consist of soft gray clay fill (in B-1) and loose brown and gray to gray silty loam to silty clay loam (A-4) (in B-2) and soft gray clay(A-6) and loose gray loam (A-2-4) (in B-3).

In summary, on the basis of the soils encountered in the three (3) soil borings (B-1, B-2 and B-3) drilled and sampled in the area of proposed underground stormwater storage detention and the geotech laboratory testing of these soils, a proposed concrete mat slab foundation with an "Excavate-Refill" scheme is recommended by SEECO Consultants, Inc. In this scheme, the proposed bottom of poured in place reinforced concrete mat slab foundation should be founded at an approximate bottom of elevation of approximately 708.24 M.S.L. (with approximate undercut depths of 1.04 feet to 2.74 feet below the bottom of mat slab foundation which utilizes the

“Excavate-Refill” scheme) bearing on engineered imported CA-6 crushed stone granular fill compacted to 95% of the maximum dry density as given by the Standard Proctor Test (AASHTO T 180-01(2004)) and should be designed for a maximum net allowable bearing capacity of 1,500 psf as given in **Table No. 1: Foundation Summary (Conventional Mat Slab Foundation w/ Excavate-Refill Scheme)** in the **GEOTECHNICAL ENGINEERING RECOMMENDATIONS** section of this report. The net allowable bearing pressure is the pressure in excess of the final minimum vertical effective stress at the level of the foundation base elevation. For the proposed mat slab foundation recommendations provided in **Table No. 1**, it is recommended that the foundations be founded at least 3.5 feet below the finished exterior grades for frost protection.

As shown in **Table No. 1**, it is recommended that the unsuitable soils encountered in B-1 to B-3 at the proposed bottom of mat foundation elevation (708.24 M.S.L.) consisting of soft gray clay fill (in B-1) and loose brown and gray to gray silty loam to silty clay loam (A-4) (in B-2) and soft gray clay (A-6) and loose gray loam (A-2-4) (in B-3) should be undercut until suitable bearing soils consisting of virgin medium to very stiff gray clay soils are encountered (A-6). The “Excavate-Refill” scheme (a.k.a. the overexcavation/replacement foundation scheme) typically involves overexcavating (selective undercutting) below the foundations through weak or unsuitable soils (such as the soft gray clay (A-6), loose silty loam and clayey loam (A-4) and loose loam (A-2-4) encountered in boring B-1 to B-3 at the proposed bottom of mat slab elevation) to suitable bearing soils below the bottom of the proposed foundations. After undercutting, the volume between the bottom of the proposed foundation and the bottom of the undercut should be backfilled with imported compacted engineered crushed stone fill. A typical crushed stone fill consists of CA-6, Type B or Grade 8 stone as per the State of Illinois Specifications for Road and Bridge Construction, 2007 Edition.

Upon excavating the unsuitable loose loam and soft clay soils to the existing medium to very stiff virgin gray clay soil as encountered in B-1 to B-3 to 8 to 9.5 feet, from 1.04 to 2.74 feet below the

proposed mat slab foundation area, these undercut excavations should then be backfilled with imported engineered CA-6, Type B crushed stone fill placed in maximum 8 inch thick loose lifts with each lift compacted with a steel drum vibratory roller or a vibratory plate compactor or wacker tamper to a minimum of 95% of the maximum dry density in accordance with the Standard Proctor Test (AASHTO T 180-01(2004)) with 1H:1V undercut side slopes.

The width of foundation undercut excavation should be increased by one foot on each side of the proposed foundation for every one foot of undercut below the bottom of foundation to accommodate the lateral distribution of vertical superimposed stress due to the service loads. The poured-in-place structural reinforced concrete mat slab foundation for the proposed below grade precast concrete StormTrap detention storage vault units should be designed for a vertical modulus subgrade reaction ( $k_v$ ) of 125 lb/in<sup>3</sup> for the suitable moist (average moisture content = 19.5%) medium to very stiff gray clay (A-6) encountered at the bottom of the undercut in borings B-1 to B-3.

The proposed poured-in-place reinforced concrete mat slab foundation placed at an approximate elevation of 708.24 M.S.L. on engineered imported CA-6 crushed stone fill compacted to the specifications given above should be designed for a maximum net allowable bearing capacity of 1,500 psf. The net allowable bearing capacity is the allowable service load per unit area of the foundation in excess of the existing vertical effective stress at the level of the proposed foundations.

Details of the structural mat slab foundation recommendations for the proposed below ground precast concrete storage vaults are given in the body of this report.

Based on the unsuitable soils encountered in borings B-1 and B-3 at the bottom of the proposed foundation, a proposed concrete mat slab foundation with an "Excavate-Refill" scheme is recommended by SEECO consultants, Inc. In this scheme, the proposed bottom of poured in place reinforced concrete mat slab foundation should be founded at an approximate bottom of elevation of approximately 708.24 M.S.L. (with approximate undercut depths of 1.04 feet to 2.74 feet below the bottom of mat slab foundation which utilizes the "Excavate-Refill" scheme) bearing on engineered imported CA-6 crushed stone granular fill compacted to 95% of the maximum dry density as given by the Standard Proctor Test (AASHTO T 180-01(2004)) and should be designed for a maximum net allowable bearing capacity of 1,500 psf as given in **Table No. 1: Foundation Summary (Conventional Mat Slab Foundation w/ Excavate-Refill Scheme)**. The net allowable bearing pressure is the pressure in excess of the final minimum vertical effective stress at the level of the foundation base elevation. For the proposed mat slab foundation recommendations provided in **Table No. 1**, it is recommended that all the foundation be founded at least 3.5 feet below the finished exterior grades for frost protection.

**Table No. 1: Foundation Summary  
(Conventional Mat Slab Foundation w/ Excavate-Refill Scheme)**

Boring No.	Existing Boring Elevation (M.S.L.)	Approximate Estimated Proposed Bottom of Mat Foundation Elevation (M.S.L.)	Approx. Depth Below Existing Ground Level to Recommended 1,500 psf Virgin Bearing Soils (Ft.)	Approximate Vertical Undercut Depth Below Bottom of Foundation to Suitable Soils	Type of Suitable Virgin Soil Encountered at The Bottom of Undercut Depth	Type of Soil at the Bottom of Proposed Foundations*	Recommended Maximum Net Allowable Bearing Capacity of Soils at the Proposed Bottom of Foundations (psf)
B-1	715	708.24	9.5/705.5	2.74	Medium gray clay (A-6)	Compacted CA-6 crushed stone fill*	1,500
B-6	715.2	708.24	8.5/706.7	1.54	Very stiff gray clay (A-6)	Compacted CA-6 crushed stone fill*	1,500
B-6	715.2	708.24	8/707.2	1.04	Stiff gray clay (A-6)	Compacted CA-6 crushed stone fill*	1,500

\*Excavate-Refill scheme in which mat slab foundations will bear on CA-6 crushed stone fill placed and compacted in maximum 8 inch loose lifts with each lift compacted to a minimum of 95% of the maximum dry density as given by the Standard Proctor Test (AASHTO T 180-01(2004)).

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SOIL BORING LOG

Date 2/1/10

Logged By GG

ROUTE \_\_\_\_\_ DESCRIPTION **Proposed Storm Trap Detention Structure**

SECTION \_\_\_\_\_ LOCATION **Lot between 5237 and 5241 Benton Ave., Downers Grove, Illinois** TWP. \_\_\_\_\_ RNG. \_\_\_\_\_ PM

COUNTY **DuPage** STRUCTURE NO. \_\_\_\_\_ (Exist.) \_\_\_\_\_ (Prop.)

Drilling Method **AASHTO T 206-03** Hammer Type **Safety Hammer**

Boring No. **B-1**

Station \_\_\_\_\_

Offset \_\_\_\_\_

Ground Surface El. **+715.00+- M.S.L.**

ELEV. (ft.)	DEPTH (ft.)	SPT (blows)	UCS (TSF)	MOIST. (%)	Groundwater Elev.:		ELEV. (ft.)	DEPTH (ft.)	SPT (blows)	UCS (TSF)	MOIST. (%)
					When Drilling	at Completion					
714.0	1.0							16.0			
	2.0	9	0.25 P	19.9		Dry		17.0			
	3.0			20.1		Dry		18.0			
711.5	4.0							19.0	29		18.5
	5.0	5	0.25 P	81.6			695.0	20.0			
	6.0			37.2	End of Boring @ 20.0 Feet						
708.5	7.0				Note: Ground was frozen in upper 1 inch at time of drilling and sampling (Driller's Observation).						
	8.0	2	0.25 P	21.1				22.0			
	9.0			20.2				23.0			
705.5	10.0							24.0			
	11.0	4	1.00 P	19.1				25.0			
	12.0			20.9				26.0			
702.5	13.0							27.0			
	14.0	15	4.50 P	13.3				28.0			
	15.0			11.7				29.0			
								30.0			

N=Standard Penetration Test-Blows per six inches to drive 2" O.D. (QU)B=Bulge S=Shear P=Penetrometer Test

Split Spoon Sampler 24" with 140lb hammer falling 30"

4.25" Diameter Hollow Stem Augers used between Split Spoon Sample intervals unless noted otherwise.

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ROUTE \_\_\_\_\_ DESCRIPTION Proposed Storm Trap Detention Structure

SECTION \_\_\_\_\_ LOCATION Lot between 5237 and 5241 Benton Ave., Downers Grove, Illinois TWP. \_\_\_\_\_ RNG. \_\_\_\_\_ PM

COUNTY DuPage STRUCTURE NO. \_\_\_\_\_ (Exist.) \_\_\_\_\_ (Prop.)

Drilling Method AASHTO T 206-03 Hammer Type Safety Hammer

Boring No. B-2  
 Station \_\_\_\_\_  
 Offset \_\_\_\_\_  
 Ground Surface El. +715.20 +/- M.S.L.

ELEV. (ft.)	DEPTH (ft.)	SPT (blows)	UCS (TSF)	MOIST. (%)	Surf. Wat. El.		ELEV. (ft.)	DEPTH (ft.)	SPT (blows)	UCS (TSF)	MOIST. (%)
					Groundwater Elev.:	After					
					When Drilling	Dry					
					at Completion	Dry					
					After	Hrs					
714.8					FILL: 5" CLAY (TOPSOIL), Dark Brown (A-7-5)						
714.2	1.0				FILL: CLAY, Brown (A-6)						
712.5	2.0	9	0.25 P	24.3 22.8	CLAY, Gray, Trace Sand and Gravel, Very Stiff, Moist (A-6)						
711.7	3.0		1.00 P	20.3	FILL: BROWN CLAY MIXED WITH BLACK SLAG AND GRAVEL						
708.7	4.0				CLAY, Brown and Gray, Trace Sand and Gravel, Medium, Moist (A-6)						
708.0	5.0	7	1.00 P	27.3 21.9	(Dry Unit Weight = 106.3 pcf)						
706.7	6.0				SILTY LOAM, Brown and Gray, Loose, Moist (A-4)						
705.7	7.0			17.7	SILTY CLAY LOAM, Gray, Trace Sand and Gravel, Loose, Moist (A-4)						
	8.0	4		17.2	CLAY, Gray, Trace Sand and Gravel, Very Stiff, Moist (A-6)						
	9.0		2.25 P	19.4 18.2	(Dry Unit Weight = 115.5 pcf)						
	10.0				CLAY, Brownish Gray, Trace Sand and Gravel, Stiff to Very Stiff, Moist (A-6)						
	11.0	9	1.50 P	14.8 15.4	(Dry Unit Weight = 124.0 pcf)						
	12.0										
	13.0										
	14.0	18	3.25 P	12.5 12.1	(Dry Unit Weight = 129.7 pcf)						
	15.0										

698.7

695.2

(Hit large Gravel or Cobble at 18.5 feet)

End of Boring @ 20.0 Feet

Note: Ground was frozen in upper 1 inch at time of drilling and sampling (Driller's Observation).

N=Standard Penetration Test-Blows per six inches to drive 2" O.D. (QU)B=Bulge S=Shear P=Penetrometer Test  
 Split Spoon Sampler 24" with 140lb hammer falling 30"  
 4.25" Diameter Hollow Stem Augers used between Split Spoon Sample intervals unless noted otherwise.

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ROUTE \_\_\_\_\_ DESCRIPTION **Proposed Storm Trap Detention Structure** Logged By **GG**  
 SECTION \_\_\_\_\_ LOCATION **Lot between 5237 and 5241 Benton Ave., Downers Grove, Illinois** TWP. \_\_\_\_\_ RNG. \_\_\_\_\_ PM \_\_\_\_\_  
 COUNTY **DuPage** STRUCTURE NO. \_\_\_\_\_ (Exist.) \_\_\_\_\_ (Prop.) \_\_\_\_\_

Drilling Method **AASHTO T 206-03** Hammer Type **Safety Hammer**

Boring No. **B-3**  
 Station \_\_\_\_\_  
 Offset \_\_\_\_\_  
 Ground Surface El. **+715.20<sup>+</sup> M.S.L.**

ELEV.	DEPTH	SPT	UCS	MOIST.	Surf. Wat. El.		ELEV.	DEPTH	SPT	UCS	MOIST.
					When Drilling	at Completion					
						<b>Dry</b>					
						<b>Dry</b>					
					After	Hrs					

**FILL: 42" CLAY (TOPSOIL), Black, Trace Sand, Stiff, Wet**  
 (A-7-5)  
 (Dry Unit Weight = 84.8 pcf)

1.0				
2.0	14	1.50 P	35.9	31.5
3.0				
711.7				

(Dry Unit Weight = 123.5 pcf)

16.0				
17.0				
18.0				
19.0	12	3.25 P	15.7	14.5
20.0				

**CLAY, Brown and Gray, Trace Sand and Gravel, Stiff, Moist**  
 (A-6)  
 (Dry Unit Weight = 111.1 pcf)

4.0				
5.0	9	1.25 P	20.8	21.3
6.0				
708.7				

End of Boring @ 20.0 Feet  
 Note: Ground was frozen in upper 1 inch at time of drilling and sampling (Driller's Observation).

19.0				
20.0				
21.0				
22.0				
23.0				

**CLAY, Gray, Trace Sand, Soft, Moist**  
 (A-6)

7.0			0.25 P	19.5
707.5				

**LOAM, Gray, Loose, Moist**  
 (A-2-4)

8.0	5			18.0
707.2				

**CLAY, Gray, Trace Sand and Gravel, Stiff, Moist**  
 (A-4)  
 (Dry Unit Weight = 110.6 pcf)

9.0			1.50 P	19.4	19.6
705.7					

**SILTY LOAM, Gray, Loose, Moist**  
 (A-4)

10.0				20.2	
704.2					

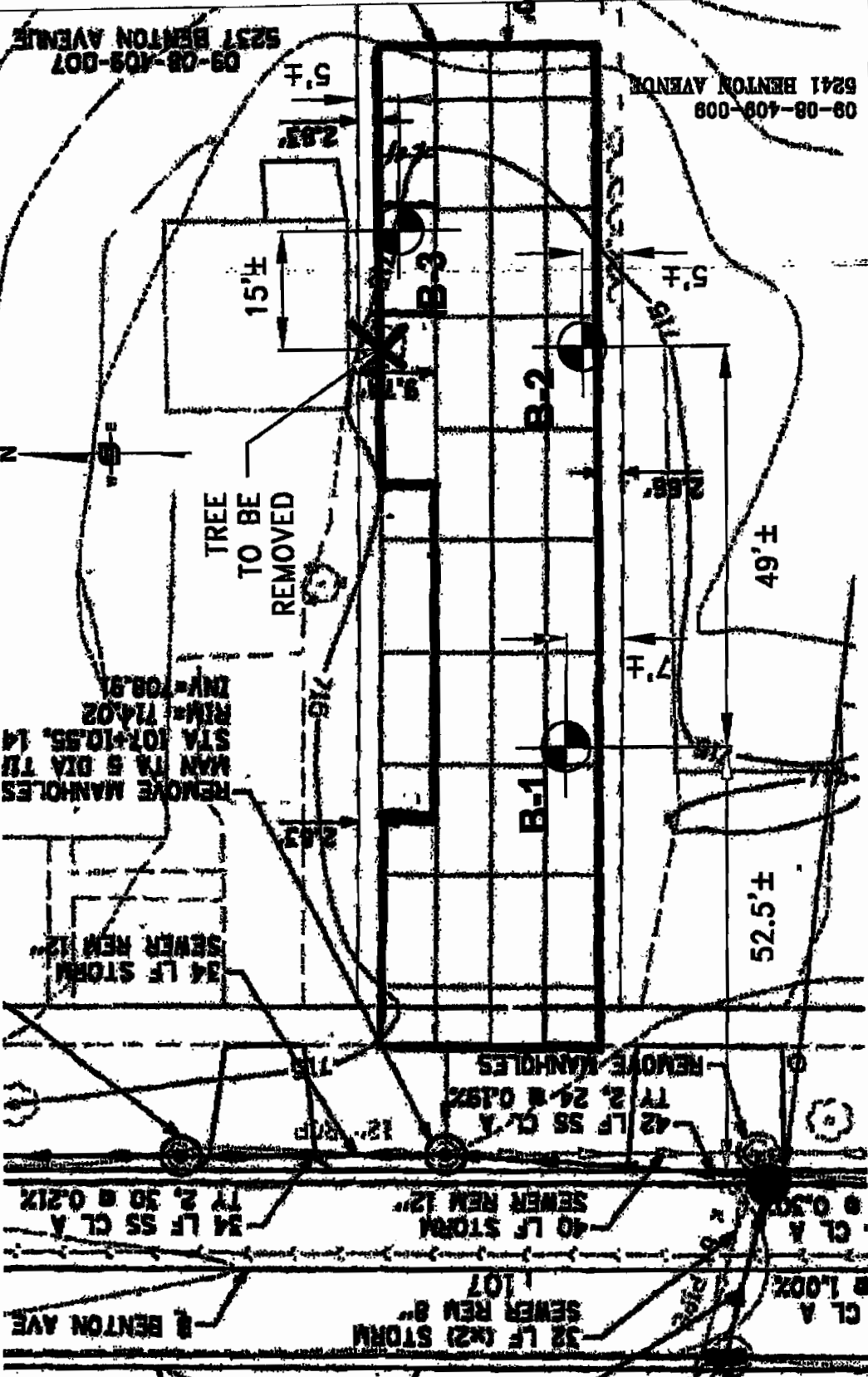
**CLAY, Gray, Trace Sand, Trace to Little Gravel, Very Stiff, Moist**  
 (A-6)  
 (Dry Unit Weight = 102.9 pcf)

11.0	7		2.25 P	18.5	20.7
12.0					
13.0					
14.0	23	3.50 P	10.6	10.2	
15.0					

22.0				
23.0				
24.0				
25.0				
26.0				
27.0				
28.0				
29.0				
30.0				

N=Standard Penetration Test-Blows per six inches to drive 2" O.D. (QU)B=Bulge S=Shear P=Penetrometer Test  
 Split Spoon Sampler 24" with 140lb hammer falling 30"  
 4.25" Diameter Hollow Stem Augers used between Split Spoon Sample intervals unless noted otherwise.

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# 2010-2014 Capital Project Sheet

Project # **SW-036**

## Project Description **Watershed Improvements, St. Joseph N. Br., Sub J**

Project summary, justification and alignment to Strategic Plan

Improvements are included in the Watershed Infrastructure Improvement Plan. This project involves constructing a new detention basin, re-grading depressional storage areas, voluntary buy-outs, new and replacement storm sewers and catch basins.

Cost Summary	New			FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Future Years	TOTAL
	Maintenance	Replacement								
Professional Services									477,000	477,000
Land Acquisition										-
Infrastructure				1,650,000					5,000,000	6,650,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
<b>TOTAL COST</b>				1,650,000	-	-	-	-	5,477,000	7,127,000

Funding Source(s)		FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Future Years	TOTAL
243-Stormwater Fund	▼	1,650,000					5,477,000	7,127,000
	▼							-
	▼							-
	▼							-
<b>TOTAL FUNDING SOURCES</b>		1,650,000	-	-	-	-	5,477,000	7,127,000

### Project status and completed work

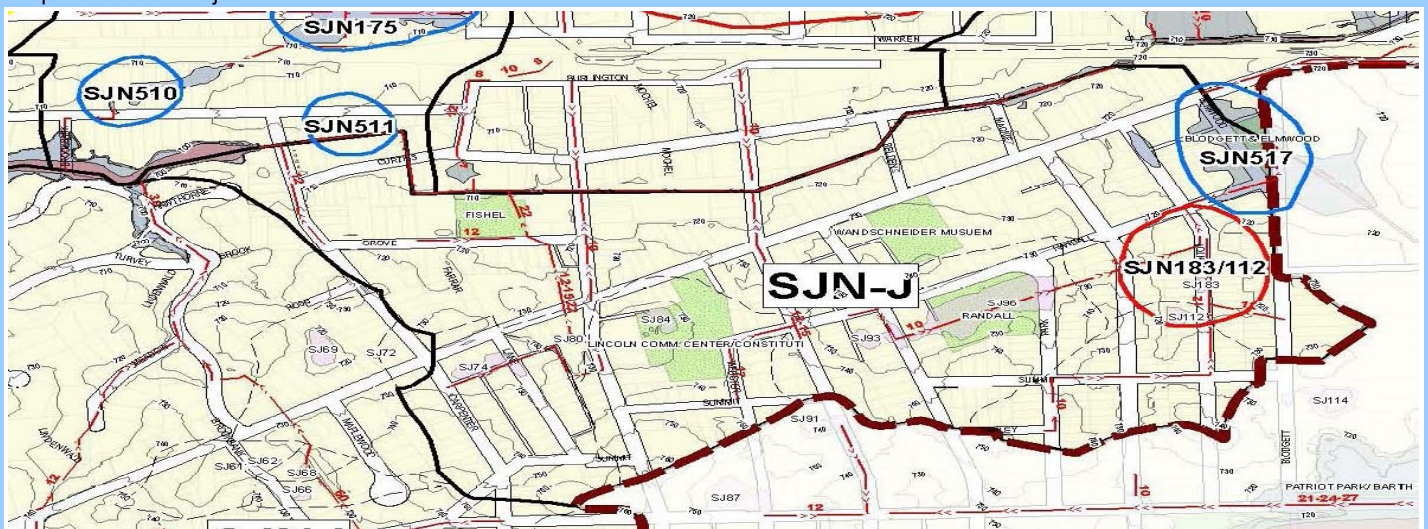
Design work was completed in 2009. 2010 work will consist of construction of underground detention in the 5300 block of Benton.

### Grants (funded or applied for) related to the project.

None.

Impact-annual operating expenses	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

### Map/Pictures of Project



### Internal staff information:

Priority Score	High	Priority Setting Factor:	Maintenance	Project Manager:	Michael D. Millette	
Priority Status:	High	F-93	Program:	347	Department:	Public Works