

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
JUNE 15, 2010 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Bid: 8 th and Cumnor Stormwater Improvements (SW-038 St. Joseph South, Subwatershed I)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the 8th and Cumnor storm water improvements to Earth Werks Land Improvements & Development Corporation of Batavia, Illinois in the amount of \$466,552.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The 2010 budget includes \$1,500,000 for construction projects in the St. Joseph South, Subwatershed I (SW-038).

UPDATE & RECOMMENDATION

This item was discussed at the June 8, 2010 meeting. Staff recommends approval on the June 15, 2010 active agenda.

BACKGROUND

This area was identified as a high priority in the Village's Watershed Infrastructure Improvement Plan. When completed, the project will eliminate significant structure flooding and reduce the amount of flooding along Cumnor Avenue. This project will also provide needed stormwater detention for the subwatershed. The project includes the following items:

- Demolition of four existing homes acquired by the Village through voluntary buyouts
- Excavation and creation of a dry bottom detention pond
- Installation of a new storm sewer along 8th Street and Cumnor Road
- Intersection drainage upgrades along Cumnor Road at 8th, 7th, and 6th Streets

The alternate bid portion of the project includes the extension of storm sewer onto private property that would improve the drainage of neighboring properties in small storm events. This work is eligible for the Neighborhood Cost Share Program, and will only be completed if the neighboring residents request the Village's participation in this program.

Bids were received on Tuesday, May 25, 2010. A synopsis of the bids is as follows:

Contractor	Base Bid Amount	Alternate Bid Amount	
EARTH WERKS	\$453,864.00	\$12,688.00	low bidder
H. LINDEN & SONS SEWER & WATER INC.	\$470,535.00	\$16,734.00	
DOMINIC FIORDIROSA CONST. CORP.	\$504,944.00	\$26,627.00	
DAWN COMPANIES, INC	\$512,643.00	\$22,838.00	
KNOWLES CONST. ONC.	\$517,423.50	\$25,677.50	
MARTAM CONST. INC.	\$539,286.00	\$20,799.00	
COPENHAVER CONST. INC	\$550,734.00	\$18,307.00	
BOLDER CONTRACTORS, INC.	\$550,734.00	\$39,795.00	
RICCIO CONST. CORP.	\$568,800.00	\$17,838.00	

The low bidder is Earth Werks Land Improvements & Development. This bidder provided staff with a list of completed projects of similar size and scope. This bidder has received positive references for excellence in craftsmanship and quality project organization from suburban communities such as the Village of Villa Park, Village of Wheeling, Village of Vernon Hills and Village of Palatine. This bidder has also performed projects for the Village of Lisle on their Garfield Avenue Basin project.

ATTACHMENTS

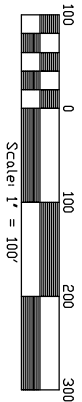
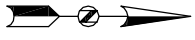
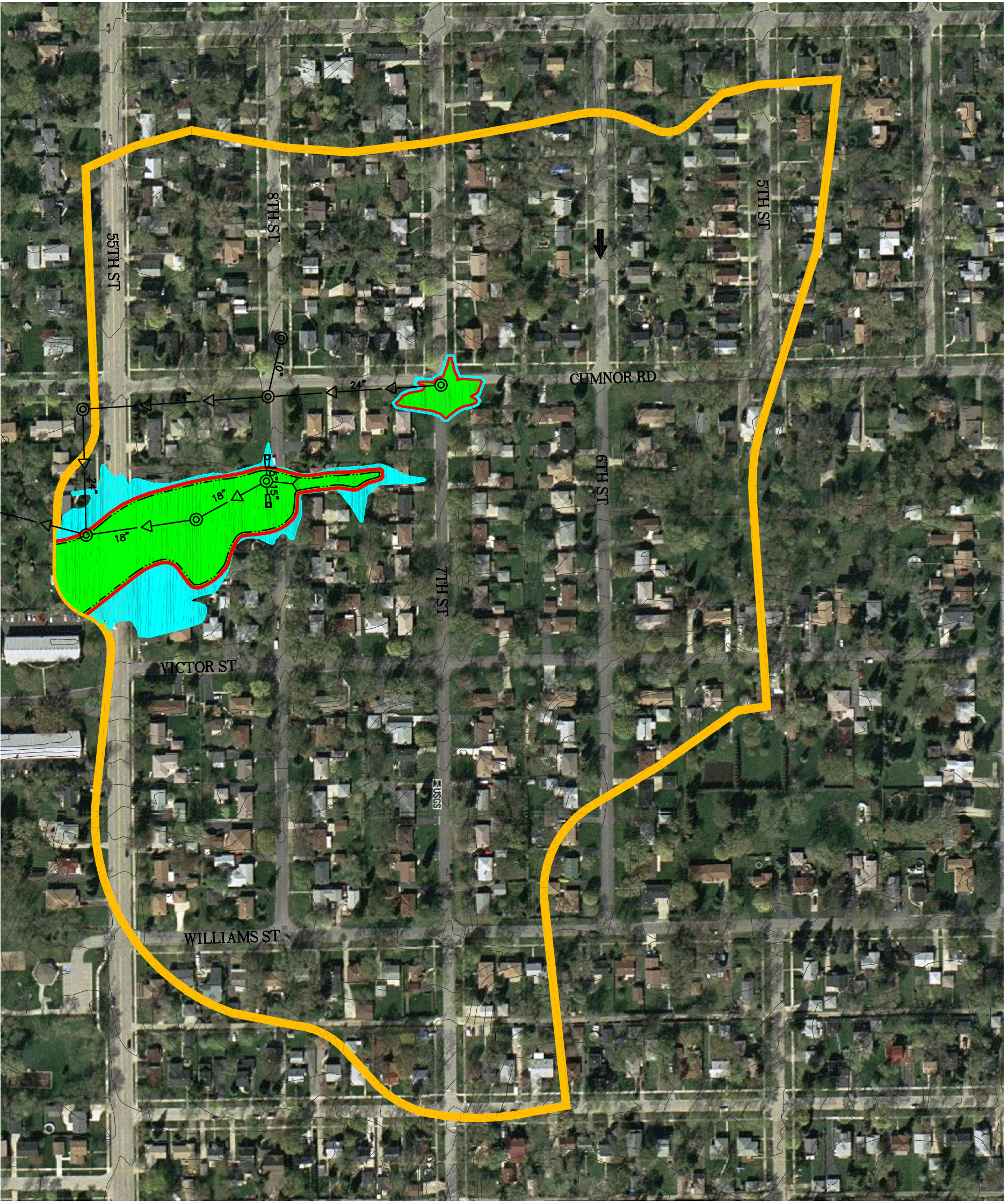
South St. Joseph Creek Watershed SJN-I Exhibit

Contract Signature Pages

Contractor Campaign Disclosure

Capital Project Sheet SW-038

Contract Documents



LEGEND

- 5-YEAR SURCHARGE
- 10-YEAR SURCHARGE
- 100-YEAR SURCHARGE
- 5-YEAR PONDING
- 10-YEAR PONDING
- 100-YEAR PONDING
- 100-YEAR FLOODPLAIN

PROBLEMS

1. CRITICAL STRUCTURAL FLOODING
2. CRITICAL STREET FLOODING
3. CHRONIC STREET FLOODING
4. NUISANCE YARD FLOODING

CAUSES

1. DEPRESSIONAL AREAS
2. LACK OF OVERLAND FLOW PATHS
3. FLOODPLAIN FROM CREEK
4. STORM SEWER CAPACITY

PRIORITY

HIGH

REVISIONS:	
DATE	BY

DATE	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY

ENGINEERING RESOURCE ASSOCIATES, INC.
CONSULTING ENGINEERS, SCIENTISTS & SURVEYORS

33701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 595-5000
FAX (630) 595-2152

426 SOUTH THIRD STREET
GENEVA, ILLINOIS 60134
PHONE (630) 202-8689
FAX (630) 202-8688

ST. JOSEPH CREEK SOUTH WATERSHED IMPROVEMENT PLAN

SCALE: 1" = 100'
DATE: JUNE, 2007
JOB NO.: 270210
SHEET: 02

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:

EarthWerks Land Improvement +
Company Name Development Corporation

MAY 25, 2010
Date

1240 Lyon Road
Street Address of Company

ddavies@earthwerksinc.com
E-mail Address

Batavia IL 60510
City, State, Zip

DAN DAVIES
Contact Name (Print)

630-482-2341
Business Phone

630-918-1096
24-Hour Telephone

630-482-2342
Business Fax

[Signature]
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

DAN DAVIES President
Print Name & Title

[Signature]
Signature of Corporation Secretary



We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 150 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:

EarthWerks Land Improvement & Development Corporation
Company Name

MAY 25, 2010
Date

1240 Lyon Road
Street Address of Company

ddavies@earthwerksinc.com
E-mail Address

Batavia IL 60510
City, State, Zip

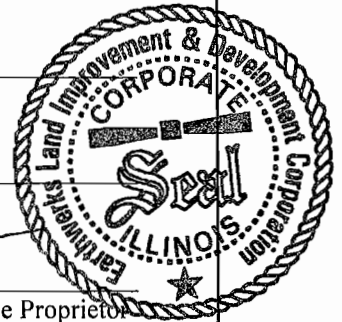
DAN DAVIES
Contact Name (Print)

630-482-2341
Business Phone

630-918-7096
24-Hour Telephone

630-482-2342
Business Fax

[Signature]
Signature of Officer, Partner or Sole Proprietor



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

DAN DAVIES, 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 150 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:

Authorized Signature

Title

Date

ATTEST:

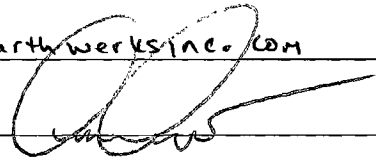
Village Clerk

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

E-mail Address: ddavies@earthwerksinc.com

Authorized Company Signature: 

Print Signature Name: DAN DAVIES Title of Official: President

Date: MAY 25, 2010

CAMPAIGN DISCLOSURE CERTIFICATE

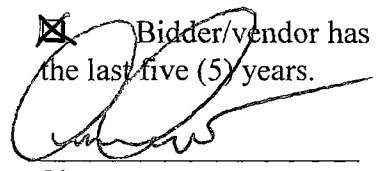
Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

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 DAN DAVIES 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: _____

Village of Downers Grove

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

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2010-2014 Capital Project Sheet

Project # **SW-038**

Project Description **Watershed Improvements, St. Joseph S. Br., Sub I**

Project summary, justification and alignment to Strategic Plan

Improvements are included in the Watershed Infrastructure Improvement Plan. This project involves re-grading depressional storage areas, new and replacement storm sewers and catch basins.

Cost Summary	New Maintenance Replacement			FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Future Years	TOTAL
	Professional Services									
Land Acquisition										-
Infrastructure	X			1,500,000					9,984,000	11,484,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				1,500,000	-	-	-	-	9,984,000	11,484,000

Funding Source(s)										
243-Stormwater Fund	▼		1,500,000						9,984,000	11,484,000
	▼									-
	▼									-
	▼									-
TOTAL FUNDING SOURCES			1,500,000	-	-	-	-	-	9,984,000	11,484,000

Project status and completed work

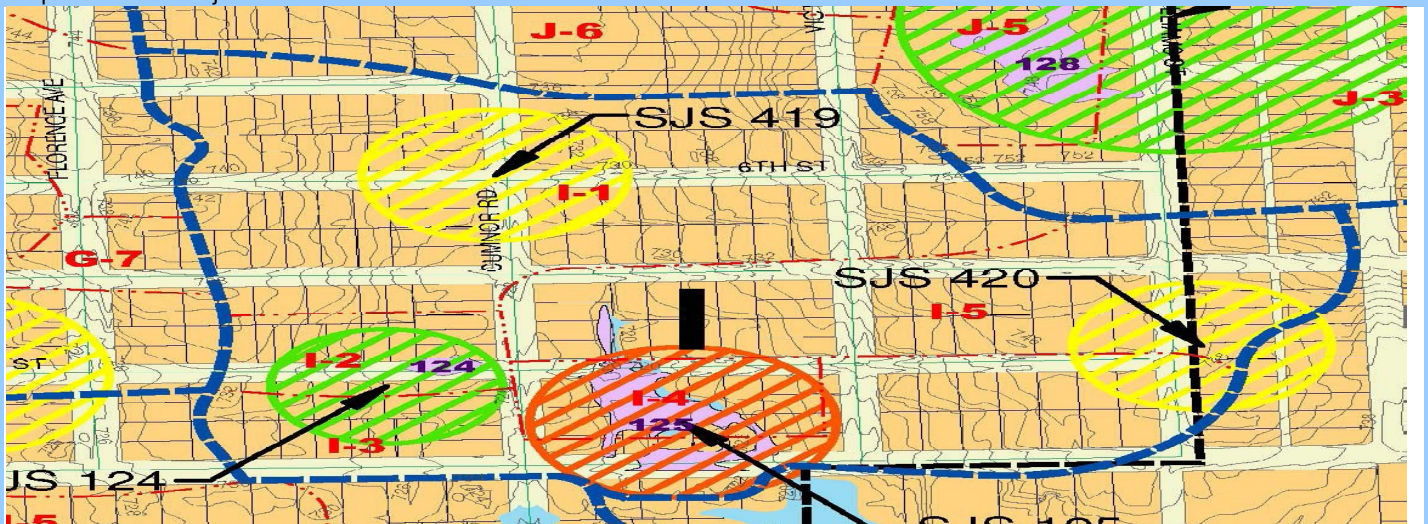
Preliminary design work was completed in 2009. 2010 work will consist of the construction of a detention pond between 8th and 55th approximately 150' east of Cumnor.

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-95	Program:	347	Department:	Public Works



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Earth Works Land Improvement + Development Corporation
- II. Instructions and Specifications:
- A. Bid No.: SW-038-10
 - B. For: SUBWATERSHED I DRAINAGE IMPROVEMENTS (8TH AND CUMNOR ROAD)
 - C. Bid Opening Date/Time: TUESDAY, MAY 25, 2010 @ 10:00 AM
 - D. Pre-Bid Conference Date/Time: TUESDAY, MAY 18, 2010 @ 10:00 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, MAY 7, 2010

This document comprises 89 pages (APPENDIX 1 - Geotechnical Report & APPENDIX 2 - Asbestos Report)

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

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

FOR

**SUBWATERSHED I DRAINAGE IMPROVEMENTS
(8TH AND CUMNOR STREET)**

BID # SW-038-10

MAY 20, 2010

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

**SUBWATERSHED I DRAINAGE IMPROVEMENTS
(8TH AND CUMNOR STREET)
BID # SW-038-10 ADDENDUM NO. 1 MAY 20, 2010**

ITEM AND DESCRIPTION:

1. **REPLACE** page 1 of bid document with attached page 1.
Note: Appendix 1 and Appendix 2 were added.
2. **INSERT** Appendix 1 – Geotechnical Report by Seeco Consultants
Note: Report was distributed at the Pre-bid meeting. Copy of the report is available at Village website <http://eservices.downers.us/rfp/app>
3. **INSERT** Appendix 2 – Asbestos Report by Anderson Environmental Consulting
Note: See attached report.
4. **CLARIFICATION** – Driveway removal is incidental to the price of Building Demolition as indicated on Page 59 of the Special Provisions.
5. **CLARIFICATION** – Pay Item 20201200 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL shall be used in accordance to Section 202.03 of the SSRBC.
6. **AMEND** SP-16 BUILDING DEMOLITION to include the following:
 - Contractor is responsible for obtaining all required demolition permits
 - Contractor is responsible for obtaining Sewer Disconnect Permit from the Downers Grove Sanitary District
7. **REPLACE** page 46 with attached page 46.
Note: SP-7 DUST AND DEBRIS CONTROL was amended.

8. **CLARIFICATION** – Pay Item 20201100 EARTH EXCAVATION shall be used in accordance to Section 202 of the SSRBC. The Method of Measurement shall be Contract Quantities.
9. **REPLACE** page 70 with attached page 70.
Note: SP-33 DUST CONTROL FABRIC was added
SP-34 UNDERCUT AND INSTALL CLAY LINER was added
10. **REPLACE** page 74-78 with attached page 74-78.
Note: Revised Schedule of Prices

**End of Addendum No. 1
MAY 20, 2010**

CALL FOR BIDS – FIXED WORKS PROJECT

Bid No.: SW-038-10

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, MAY 25, 2010 @ 10:00 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

Village of Downers Grove

familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.

- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the 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.

Village of Downers Grove

Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued.

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

- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.
- 2.7 The 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.

5.2 A Bid that is in the possession of the Village may be withdrawn by the bidder, up to the time

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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.

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

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

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

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

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

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bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.

- 12.3 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

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action to assure equality of employment opportunity and eliminate the effects of past discrimination;

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

25.2 It is unlawful to discriminate on the basis of race, color, 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:

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- 27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental 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 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

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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, 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.

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

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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.

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

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Professional Errors & Omissions (pursuant to section.9 below)	\$2,000,000 \$2,000,000	Each Claim 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.
- 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" and "Christopher B. Burke Engineering Ltd." 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

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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.
- 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 form 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

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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.

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.

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.

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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.

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

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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. 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, Sixth Edition, July 2009 (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

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environment consistent with the safety, health and well being of those engaged in the completion of the work specified in this contract.

3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions 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:

Village of Downers Grove

- 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.
- 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 15th 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

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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 8th STREET AND CUMNOR ROAD 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.
- 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.

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Watermain GPS Code List

Field Name	Description	Entry
ValveID	Short Unique ID (1,2,3..)	
Notes	special notes	
GISLocQty	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	
Strct_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
Strct_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

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.

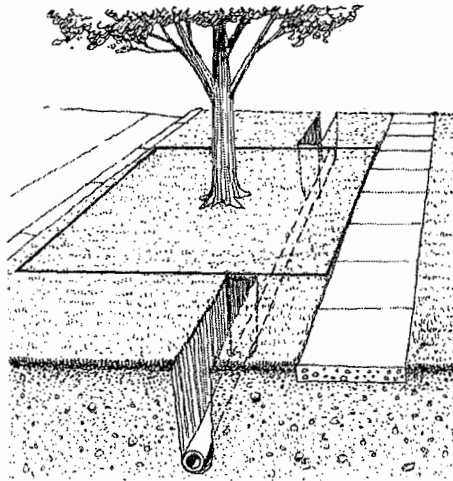
Basis of Payment: This work shall be considered **INCIDENTAL** to the project.

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)

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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.

- 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 1st offense; \$1,000 for the 2nd offense; \$2,500 for the 3rd and subsequent offenses.
 - each day during which a violation continues shall be construed as a separate and distinct offense.
- 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.
- 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.

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- 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**.
- 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 AND DUST CONTROL

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 watermain, 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 15th 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:

Crushed Stone, Crushed Blast Furnace Slag and Crushed Concrete

<u>Sieve Size</u>	<u>Percent Passing</u>
*6"	97±3
*4"	90±10
2"	45±25
#200	5±5

1. 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

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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

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.

**DOWNERS GROVE SANITARY DISTRICT
SPECIFICATION FOR
BUILDING SANITARY SERVICE AIR TESTING**

Effective Date: August 24, 2001

1. The entire building sanitary service shall be air tested from the public sewer to the building, including the machine tap, wye or tee, the outside cleanout(s) and all service piping. If a new wye or tee is installed on an existing public sewer, the pipe connections on the public sewer on both sides of the wye or tee must also be air tested, as described in Item 11.
2. Prior to testing, flush and clean the sewers by a method acceptable to the District. If a new wye or tee is installed on an existing public sewer, clean the inside of all existing pipes to allow the test plugs to properly seal during testing.
3. Isolate the building sanitary service from the existing public sewer by installing two airtight plugs in the public sewer, by installing one airtight plug with a void positioned at the connection between the building service connection and the public sewer, or by other method acceptable to the District.
4. Install an airtight plug on the cleanout inside the building.
5. Properly brace the outside cleanout cap and collar to withstand air testing.
6. Whenever the sewer to be tested is submerged under groundwater, determine the groundwater hydrostatic pressure by a method approved by the District.
7. Add air to the plugged sewer sections under test through the cleanout or public sewer plug until initial air pressure reaches 4.0 psig greater than any groundwater hydrostatic pressure.
8. Allow at least two minutes for air temperature to stabilize, adding air to maintain the initial test pressure.
9. Shut off the air supply after stabilizing the air temperature and record the time in seconds using an approved stopwatch for the internal sewer pressure to drop from 3.5 psig to 2.5 psig greater than any groundwater hydrostatic pressure.
10. The building sanitary service shall pass if the recorded time for the allowable pressure drop equals or exceeds 2 minutes for a 4-inch and 6-inch diameter service less than 300 feet in total length. The minimum allowable time for larger pipe diameters or longer pipe lengths will be determined by the District.
11. The individual pipe joints on either side of a new wye or tee installed on an existing public sewer shall also be air tested as follows:

- a. Comply with requirements of ASTM C1103-90.
 - b. Utilize commercially available test apparatus with two separate inflatable sealing rings or plugs, or one plug with a void positioned at the center, at least 2.50 inches, but no more than 2 feet apart.
 - c. Acceptable maximum air loss is 1 psi in 5 seconds.
 - d. Test pressure is 3.5 psi higher than groundwater pressure, but do not use a test pressure greater than 6 psi.
 - e. Provide test apparatus that allows remote monitoring of test by the District.
12. If the air test fails to meet these requirements, locate and repair, or remove and replace the faulty sections of sewer in a manner approved by the District, as necessary to meet the allowable limits upon retesting. The use of acrylamid gel sealant is not an acceptable method to correct leakage.
 13. Provide and use equipment and measuring devices acceptable to the District.
 14. All air testing for acceptance shall be done under the direct supervision of the District. The Contractor shall notify the District 48 hours prior to testing.
 15. Air testing techniques shall be in accordance with the latest ASTM standard practice for testing sewer lines by low-pressure air test method for the appropriate pipe material.
 16. Air testing may not be performed until the sanitary service trench has been completely backfilled.

DOWNERS GROVE SANITARY DISTRICT SEWER CONTRACTOR'S CHECKLIST

630-969-0664

A. BUILDING SERVICE CONNECTIONS

1. No work may be started unless the contractor is bonded with the District, in addition to any Village, Township, County or State requirements. Call 969-0664 for bond requirements.
2. No work may be started unless a Sewer Permit has been picked up by the contractor and posted on the job. All repairs require a no-charge permit. All work must be inspected.
3. A Sewer Permit will not be issued until all fees have been paid. The District must approve plans for new buildings. No sewer connection may be done until foundation is in and cast iron can be connected. Existing buildings must be inspected and approved by the District and any violations must be corrected before connection to the sewer.
4. Any excavation with the right-of-way requires a separate permit from the appropriate Village, Township, County or State jurisdiction.
5. Pipe Size – 6" diameter minimum for building services.
6. Pipe Material – must meet the following requirements:
 - PVC pipe with a SDR of 26, complying with ASTM D2241, 160 psi pressure pipe push-on bell and spigot type with rubber ring seal gasket ASTM D3139.
 - Ductile Iron Pipe, AWWA C-151, Class 51, with rubber-gasket joints AWWA C-111. All pipe and fittings must have corrosion protection using H2Sewer Safe by Griffin Products (SuperCoat Lining) or approved equal and exterior polyethylene tube complying with ANSIAWWA C105/A 21.5-93, with a thickness not less than 8 mils.
7. Utilities site plan is required for all new building sanitary services, including septic system conversions. This shall be provided on a topographic survey, which shows the rim elevation of the nearest upstream and downstream sanitary manholes.
8. An agreement for District access to the building sanitary service, signed by the property owner, is required for all new building sanitary services.
9. Service stubs must be perpendicular to the main sewer to the property line.
 - Whenever possible, it is requested that the service be laid straight from the stub or property line to the building. Any changes in alignment must be made with 45° (or less) bends, no 90° bends are allowed. It is recommended that the service not be located under any existing or proposed driveway or sidewalk. Under no circumstances may drain tiles be connected to the service.

10. Outside Cleanouts

- An outside cleanout shall be installed on each new building sanitary service at the transition from 4-inch waste line to 6-inch service pipe just outside the foundation or other location approved by the District. Refer to Downers Grove Sanitary District Specification for details.

11. Pipe Bedding

- No pipe may be laid when there is water in the trench. If there is water in the trench it must be pumped out prior to placing any bedding material. No water from the trench may be allowed to enter the existing sanitary sewer. Any Contractor allowing this to happen will have his bond revoked.
- $\frac{1}{4}$ " to $\frac{3}{4}$ " washed chipped limestone, must be placed at least 4" below the bottom of the pipe and compacted. Dig bell-holes before the pipe is laid.

12. Pipe Trench

- The pipe must be laid at a slope of at least 1.0%, starting from the stub or main sewer.
- The maximum trench width is 2' 0", measured above the top of the pipe. Over 12" above the top of the pipe, the sides of the trench may be stepped or sloped back.
- Maximum depth is 10' 0", measured from the top of the pipe to the finished grade.
- Minimum depth is 4' 0", measured from the top of the pipe to the existing grade. Anything less than 4' must be insulated.
- Water and sewer services must be placed in separate trenches at least 10 feet apart. Only when it is impossible to maintain 10 feet of separation may sewer and water services be placed in the same trench. When placed in the same trench, services must be at least 3 feet apart with 18 inches of vertical separation.
- Any water services that cross house sewers, storm drains, or sanitary sewers must also maintain an 18-inch vertical separation for a distance of 10 feet on both sides of the sewer. The excavated area between each pipe and the full width of the water service for a distance of 3 feet on both sides of the sewer must be replaced with compacted granular backfill.

13. Pipe Backfilling

- $\frac{1}{4}$ " to $\frac{3}{4}$ " washed chipped limestone, must be carefully placed under the sides of the pipe and firmly tapped into place. Granular backfill must be carefully placed to a level 12" above the top of the pipe and compacted.
- Selected excavated material, free of rocks and sticks, may be used to backfill from 12" above the top of the pipe to the surface, except under roadways and sidewalks.
- Parkway restoration shall comply with applicable village, township, county, or state requirements.
- Under roadways (and to 2' behind the back of the curb) and under sidewalks, granular material, from $\frac{1}{4}$ " to $\frac{3}{4}$ ", must be used to backfill from 12" above the top of the pipe, to the subgrade elevation.

- Roadway and sidewalk restoration shall comply with applicable village, township, county, or state requirements.

14. Foundation Over Dig & Double Wall Foundations

- The foundation over dig at the point where sanitary sewer service enters the building shall be filled with 1/4" to 3/4" washed chipped limestone from the footing to the bottom of service to provide support for this pipe.
- Service sewers passing through double foundation wall or under concrete porches shall be constructed of ductile iron pipe. Cast iron or PVC pipe will not be allowed in these situations.

15. Service Risers

- A service riser must be constructed where the main sewer is more than 12' deep, measured from the invert of the pipe to the finished grade. Refer to Downers Grove Sanitary District Specification for details.

16. No-Shear Couplings

- No-shear couplings (couplings with stainless steel shear ring) shall be used to connect pipes of dissimilar material or size – Flex-Seal Adjustable Repair Couplings or approved equal.

17. Building Sanitary Service Air Testing

- All new building sanitary services shall be tested in accordance with District specifications for building sanitary service air testing. Refer to Downers Grove Sanitary District Specification for details.

18. Building Sanitary Service Televising

- All new building sanitary services shall be televised in accordance with District specifications for building sanitary service televising. Refer to Downers Grove Sanitary District Specification for details.

19. Inspections

- All sewer services shall be left completely exposed until the District inspector has accepted it. 24 hours notice is required for such inspection. Inspections may be scheduled Monday through Friday, between 8:00 a.m. and 4:00 p.m.
- A representative of the sewer contractor shall be in attendance at time of all inspections.

20. Record of Work Performed

- Upon completion of a new building sanitary service or any repairs to an existing building sanitary service, the sewer contractor or property owner must submit to the District a

written record of the work completed, including a sketch, pipe sizes, footages, depths, fittings and measurements from property lines or building corners, before final acceptance of said work will be granted by the District. This information should be in sufficient detail to allow the location of the building sanitary service to be clearly marked at a future date.

21. Inspection Manhole*

- For all non-residential buildings, an inspection manhole is required on the service between the building and the main sewer. It must be placed so that all flow from the building passes through the manhole. The inspection manhole must be 4 feet in diameter and have a District standard manhole cover. Refer to Downers Grove Sanitary District Specification for details. Manholes must pass a vacuum test before acceptance.

*Also pertains to Flood Control Manhole.

22. Grease, Oil and Sand Traps

- When required as a condition of the Sewer Permit for non-residential buildings, such traps shall be of a design approved by the District and shall be located where easily accessible for cleaning and inspection. Grease traps shall be located outside where possible and shall be below the ground. Where outside installation is impossible, the grease trap may be located inside but must be below the floor. Dishwashing machines cannot be discharged through any grease trap. All grease traps must be cleaned on a monthly basis. Oil separators shall be triple-basin type. Sand traps may be a single manhole with sump. All such installations shall conform to the requirements of the DuPage County Health Department and Village and State Plumbing Codes.

23. Overhead Sewer

- Overhead sewer is required for all new construction and septic system conversions.

24. Blockings/Demolitions

- All buildings to be demolished shall have their sanitary sewer service blocked at the main sewer connection; this work shall be done prior to the actual demolition. Rebuilds will be required to install a new service out to the main sewer. Existing tee or wye connections may be reused only upon approval by the District inspector. It shall be the responsibility of the contractor to determine the point of disconnection on the public sanitary sewer. The contractor shall televise and electronically locate the building sanitary service to the connection point to public sanitary sewer.
Prior to the issuance of sanitary disconnection permit, the contractor shall submit to the District a copy of the VHS video tape of the building sanitary service televising and a corresponding written report for District review and approval. The written report shall note all observations and shall indicate the location of the building sanitary service connection point on the public sanitary sewer, measured from the nearest District manhole. The televising shall comply with the District Specification for Building Sanitary Service

Televising. The intent of the televising and locating is to determine that the building sanitary service is not shared with any other building and to locate the connection point to the public sanitary sewer.

25. Machine Taps

- Whenever there is not a tee or wye for a service connection, a machine tap shall be made. The connection shall be made with a Geneco Sealtite Sewer Saddle (Model S) or approved equal.

26. Septic System Conversion

- When an existing building is to be connected to the District sanitary sewer system (septic system conversion), the new building sanitary service pipe must extend all the way to the existing building foundation; i.e., no existing service pipe may remain in service.

27. Special Conditions

- Special conditions may be required as a condition of the Sewer Permit. The contractor is advised to check such conditions on the Sewer Permit and the set of plans approved by the District before starting the work. All sewers must be installed in accordance with the Standard Specifications for Sanitary Sewer Construction of the Downers Grove Sanitary District.

28. Lateral Lining

- The District restricts the use of lateral liners for all building sanitary service sewer construction or rehabilitation. The decision to allow the use of lateral liners will be made by the District. Request to use a lateral liner shall be done in writing and shall be made at the time of permit application. The District will evaluate each situation and determine if a lateral liner is appropriate. If the District approves a location for the use of a liner, the liner construction must meet all District requirements for sewer construction. The District also reserves the right to specify approved liner manufactures, installers and products.

B. MAIN SEWER EXTENSIONS

1. All extensions must be constructed in accordance with plans approved by the District.
2. No work may be started unless the contractor is bonded with the District.
3. No work may be started until the Illinois EPA permit and all village or county permits are obtained.
4. All sewers must pass an air test and a lamping inspection. All PVC sewers must pass a deflection test. Refer to the plans or to Downers Grove Sanitary District Specification for details.

5. All public sanitary sewers shall be laid with straight alignment and uniform slope between manholes. The alignment shall be checked by lamping in accordance with District construction inspection procedures. Contractors are required to use a pipe laser to set pipe slope and alignment for public sanitary sewer main construction
6. All manholes must pass a vacuum pressure test. Refer to Downers Grove Sanitary District Specification for details.
7. The constructed sewers must be televised under simulated flow conditions. District personnel must be present during televising. No sags greater than 25% of the pipe diameter will be accepted. All unacceptable sags must be replaced in a manner acceptable to the District.
8. Maximum trench widths measured at a point 12" above the top of the pipe are as follows:

<u>Trench Excavations</u>	
<u>Pipe Size</u>	<u>Trench Width</u>
6"	2' 0"
8"	2' 6"
10"	2' 6"
12"	3' 0"
15"	3' 0"
18"	3' 0"
21"	3' 6"
24"	3' 9"

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 8th and Cumnor Stormwater Improvements, St. Joseph South Subwatershed I Drainage Improvements Project shall generally consist of the following:

Base Bid:

- Building demolition in area of proposed storage basin construction.
- Excavation of storage basin.
- Bituminous pavement open cut and replace.
- Remove existing storm sewer and structures; including manholes, inlets, and catch basins.
- Construct new storm sewer and structures; including manholes, inlets and catch basins.
- Restore all disturbed areas; including seeding. Basin seeding must be performed prior to October 1, 2010.

SP-2 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 3 INCH

Description: This work shall consist of constructing Portland cement concrete driveway pavement on a prepared subgrade.

Requirements: This work will be performed in accordance with the applicable provisions of Section 423 of the Standard Specifications.

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

PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 3 INCH

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

SP-3 DEPRESSED CURB AND GUTTER

Description. This work shall consist of constructing depressed concrete curb and gutter as

shown on the plans, or as directed by the Engineer, in accordance with Sections 606 of the "Standard Specifications for Road and Bridge Construction", the details shown on the plans and as directed by the Engineer.

Basis of Payment. This work shall be measured and paid for at the contract unit price **PER FOOT** for:

DEPRESSED CURB AND GUTTER

as the case may be, which price shall be payment in full for constructing this item as specified, including all materials, labor and equipment. Only the restored constructed depressed curb and gutter will be measured as the basis for payment.

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.

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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 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: dust control watering or manual labor, or other approved techniques. Dust control watering shall be applied at the excavation site for the proposed detention pond if the Engineer deems it necessary to control the amount of dust generated by the site.

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: Tree Removal will be paid for at the contract unit price per **UNIT DIAMETER** where one unit equals one inch for **TREE REMOVAL**. 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 (CLASS, MATERIAL, SIZE SPECIFIED)

Description: This item shall consist of the construction of Storm Sewer. Storm sewer shall be constructed with new Reinforced Concrete Pipe (RCP), of the IDOT Type appropriate for the depth of cover and the diameter shown with rubber-gasketed joints ASTM C443, and Ductile Iron Pipe with gasket (DIP), AWWA C -1 Class 52 with SuperCoat interior lining, asphalt exterior coating, and rubber-gasketed joints AWWA C - 111 of the diameter shown, or Polyvinyl Chloride (PVC) Pipe SDR 26 with gasketed, bell and spigot, push on type joints conforming to ASTM D3212 of the diameter shown on the Drawings. 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 be prescribed line and grade shown on the Plans.

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

Following backfill, all pipe and manholes shall pass an ex-filtration test in accordance with ASTM C-969-02 prior to acceptance. All testing shall be done under supervision of the Engineer, who shall be notified 48 hours prior to testing.

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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 **FOOT** of the storm sewer pipe.

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

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

STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED)

which price shall include all labor, material, and equipment 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 rubber gasketed couplings for all pipes to ensure a watertight seal between the pipe and manhole. The rubber gasketed couplings shall conform to ASTM Specification C-923.

Included in the contract unit price shall be all excavation, removal and disposal of existing storm structures, bedding, supplying and compacting of backfill materials. Up to 5 feet of new sewer (if required) for each existing sewer tying into the proposed structure shall be considered incidental to this pay item. 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, rubber gasketed couplings.

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

MANHOLES, CATCH BASINS, AND INLETS (SIZE AND TYPE SPECIFIED)

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 MANHOLE TYPE A, T1F, CL, 6' DIA. (FLOW THROUGH)

Description: This work shall consist of constructing flow-through manholes, together with frames and lids in accordance with Section 602 of the Standard Specifications, the conflict

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manhole detail on the Drawings and as specified herein.

Construction Requirements: Drainage structures shall be precast reinforced concrete in accordance with Article 602.07 of the Standard Specifications. Flow through manhole shall be provided with rubber gasketed couplings for all pipes to ensure a watertight seal between the pipe and manhole. The rubber gasketed couplings shall conform to ASTM Specification C-923. The section of sanitary sewer to pass through the manhole is to be PVC SDR 26 encased in ductile iron or steel casing with spacers. Connections to existing sanitary pipes shall be made with mission couplings. Manholes shall be provided with epoxy coated cast iron steps on 16" centers from frame to invert.

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

MANHOLE TYPE A, T1F, CL, 6' DIA. (FLOW THROUGH)

Unit prices shall include all pipe, couplings, frame and lids, backfilling, sand cushion, flat slab tops and all labor, material and equipment necessary to complete work.

SP-14 SEEDING (TYPE SPECIFIED)

JOB CONDITIONS

Scheduling:

- A. Spring seeding may be performed until June 1, 2010
- B. Fall seeding may start September 1, 2010 and must not occur after October 1, 2010

GUARANTEE

Contractor shall guarantee the seeding for a period of one growing season from the Date of Substantial Completion of total project for any loss due to faulty materials, workmanship, or procedures.

If any seeding must be performed later than the scheduled periods then the contractor shall also guarantee these seeded areas for a period of one growing season from the date of substantial completion from loss due to weather conditions.

FERTILIZER

General:

All fertilizer shall be a commercial balanced 1:2:1 ratio fertilizer delivered to the site in bags labeled with the manufacturer's guaranteed analysis.

LEB Country Club 13-25-12 Homogeneous

LEB Pro 15 - 24 - 19 Blend

PAR x 10 - 18 - 22 Blend

Or approved equal.

GRASS SEED

All grass seed shall be;

1. Free from noxious weed seeds and re-cleaned.
2. Grade A recent crop seed.
3. Treated with appropriate fungicide at time of mixing.
4. Delivered to the site in sealed containers with the dealer's guaranteed analysis.

Grass seed used in seeding shall be composed of the following seeds mixed in the proportions by weight, and will be tested of the minimum percentages of purity and germination as indicated.

Mixture:

1. The grass seed shall be commercially available mixture of:
IDOT Class 1B (Basin Turf Blend) and IDOT Class 1 (General Turf Blend) as shown on the plans.
2. Contractor shall submit a sample of the desired manufacturer's product along with a breakdown analysis to the Owner for approval.

MULCH MATERIAL / EROSION CONTROL BLANKET

A dyed green Aspen wood fiber mat constructed from curled excelsior, of which 80% is six inches or longer in length. It shall have a uniform color and consistent thickness, and fibers evenly distributed over the entire blanket. Each blanket shall be covered with a photodegradable, extruded plastic mesh and shall not contain any chemical additives.

Weight 1.06 lbs./sq. yd.

Curlex Quickgrass manufactured by American Excelsior Co. or approved equal.

SURFACE CONDITIONS

Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that the seeding may be completed in accordance with the original design.

FINE GRADING FOR SEED BED

The area to be seeded shall be worked to a minimum depth of 3 inches with equipment approved by the Owner.

FERTILIZING

Apply the specified fertilizer in two directions over area to be seeded, raking lightly into the soil.

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Apply at the rate of;

- 1 lb. Nitrogen, per 1000 sq. ft.
- 2 lb. Phosphorous per 1000 sq. ft.
- 1 lb. Potassium per 1000 sq. ft.

SOWING GRASS SEED

Preparation:

1. Insure that all seed beds have been properly graded and are smooth, continuous, firm planes that ensure proper drainage.
2. Remove all soil lumps, rocks, sticks, or other deleterious material remaining of a dimension of one inch (1") in any direction.
3. In the event that prior conditioned soil has become compacted by rain, equipment, or other means, the entire site affected shall be reconditioned to a depth of not less than two inches (2") just prior to seeding.

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

SEEDING (TYPE SPECIFIED)

Unit prices shall include all labor, material, and equipment necessary for the installation of the seed and all incidental work herein specified.

SP-15 SOD
SCHEDULING

Sod shall be placed when the ground is in a workable condition and temperatures are less than 90° Fahrenheit. Sod shall not be placed when the sod or the ground surface is frozen or during extended drought.

GUARANTEE

Contractor shall guarantee the sod for a period of one year from Date of Substantial Completion of total project, and shall replace any material lost due to defective sod or improper installation procedures.

FERTILIZER

All fertilizer shall be a commercial balanced 10-6-4 fertilizer delivered tot he site in bags labeled with the manufacturer's guaranteed analysis.

SOD

Shall be nursery grown "LOW MOW" blue grass blend and approved by the Landscape Architect prior to installation. Sod shall be free of noxious weeds and other objectionable plant material.

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Grass shall be cut to a length of not less than 1-1/2" or more than 2-1/2" before the sod is cut. Sod shall be cut in rectangular pieces with the shortest side not less than 12 inches in length. Sod shall be a minimum of 1" thick. This measurement does not include grass.

GROUND PREPARATION

Finish Grading:

All finished grading will be performed under Section 02200-Earthwork of these specifications to the tolerances described therein.

Fine Grade:

Upon completion of finish grading, perform all fine grading required in planting areas, using topsoil obtained from site or brought in as required. Immediately prior to but not in excess of 24 hours before the sod is placed, the area to be sodded shall be worked to a minimum depth of 3 inches with equipment approved by the Owner. Remove all debris, washes, gullies, clods, and stones.

SURFACE CONDITIONS

Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that the seeding may be completed in accordance with the original design.

PLACING SOD

The sod shall be placed on the prepared surface with the edges in close contact and alternate courses staggered. On slopes, starting at the bottom of the slope, the sod shall be placed with the larger dimension parallel to the contours of the ground. The exposed edges of the sod shall be buried flush with the adjacent soil. Sod shall be stacked on all slopes 2:1 or steeper. Sod shall be staked with not less than 4 stakes per square yard with at least one stake for each piece of sod. Stakes shall be of lath or similar material, pointed and driven with the flat side against the slope, 6" into the ground.

MAINTENANCE

Within 8 hours after the sod has been placed, 5 gallons of water per square yard shall be applied. Additional watering shall be at the rate of gallons per square yard as required to prevent the sod from drying out. The Contractor shall bear the cost of these waterings for 30 days after placement of the sod.

All watering shall be done with a spray application. Open-end hose application will not be accepted.

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

SOD

Unit prices shall include all labor, material, and equipment necessary for the installation of the sod and all incidental work herein specified.

SP-16 BUILDING DEMOLITION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Conditions, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of buildings.
 - 2. Removing below-grade construction.
 - 3. Disconnecting, capping or sealing, and removing site utilities.
 - 4. Salvaging items for reuse by Owner.

1.3 Definitions

- A. Demolish: Completely remove and legally dispose of off-site.
- B. Recycle: Recovery of demolition waste for subsequent processing in preparation for reuse.
- C. Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner. Include: fasteners or brackets needed for reattachment elsewhere.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest of value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 SUBMITTALS

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- A. Qualification Data: For refrigerant recovery technician.
- B. Proposed Protection Measures: Submit informational report, including drawings, that indicates the measures proposed for protecting individuals and property. Indicate proposed locations and construction of barriers.
 - 1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain.
- C. Schedule of Building Demolition Activities: Indicate the following:
 - 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
 - 2. Temporary interruption of utility services.
 - 3. Shutoff and capping of utility services.
- D. Building Demolition Plans: Drawings indicating the following:
 - 1. Locations of temporary protection.
- E. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
- F. Predemolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by building demolition operations.
- G. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.
- D. Predemolition Conference: Review methods and procedures related to building demolition including, but not limited to, the following:

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1. Inspect and discuss condition of construction to be demolished
2. Review structural load limitations of existing structures.
3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipments, and facilities needed to make progress and avoid delays.
4. Review and finalize protection requirements.
5. Review procedures for protection of adjacent buildings
6. Review items to be salvaged and returned to Owner.

1.7 PROJECT CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
 1. Provide not less than 72 hours notice of activities that will affect operations of adjacent occupied buildings.
 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
 - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- C. Owner assumes no responsibility for buildings and structures to be demolished.
 1. Conditions existing at time of bidding will be maintained by Owner as far as practical. Please refer to environmental reports for buildings.
- D. Hazardous Materials: Please refer to attached reports (NESHAP Asbestos Report) for hazardous materials. Contractor will be responsible for removal of hazardous materials.
- E. On-site storage or sale of removed items or materials is not permitted.

1.8 COORDINATION

- A. Arrange demolition schedule so as not to interfere with operations of adjacent occupied buildings.

PART 2 – PRODUCTS (Not Used)

2.1 SOIL MATERIALS

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- A. Satisfactory Soils: Please refer to geotechnical report for soils information.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
- C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.
- D. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 PREPARATION

- A. Refrigerant: Remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction before starting demolition.
- B. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.
 - 2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
 - 3. Cut off pipe or conduit a minimum of 24 inches (610 mm) below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
 - 4. Disconnect existing water services at the watermain. Disconnect existing sanitary services at the sanitary main.
- C. Existing Utilities: Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing. Contractor is responsible for disconnecting all utilities.

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- D. Salvaged items: Comply with the following:
1. Clean salvaged items of dirt and demolition debris.
 2. Store items in a secure area until delivery to Owner.

3.3 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.
1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
 - a. Provide at least 72 hours notice to occupants of affected buildings if shutdown of service is required during changeover.
- C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
1. Protect adjacent buildings and facilities from damage due to demolition activities.
 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 4. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
 5. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
 6. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of group of trees to remain.
- D. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.4 DEMOLITION, GENERAL

- A. General: Demolish indicated existing buildings and site improvements completely. This includes shutting off water, gas, power and all other utilities. The utility services shall be turned off and removed at locations directed by the Village. All buildings shall be demolished including houses, sheds, garages, etc. All foundations and subsurface structures shall also be completely removed. All accessory items including stoops, swing sets, planters, timbers, driveways, etc. shall also be completely removed. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 2. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Engineering Surveys: During demolition, perform surveys to detect hazards that may result from building demolition activities.
- C. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- D. Explosives: Use of explosives is not permitted.

3.5 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the new lower level.

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- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - 1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Below-Grade Construction: Demolish foundation walls and other below-grade construction.
 - 1. Remove below-grade construction, including basements, foundation walls, and footings, completely.
- D. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.
 - 1. Piping: Disconnect piping at unions, flanges, valves, or fittings or location directed by Village.
 - 2. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.

3.6 SITE RESTORATION

- A. Below-Grade Areas: Rough grade below-grade areas ready for further earthwork. All fill required to bring below-grade areas back to required grade shall meet the requirements of the geotechnical engineer.
- B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades. It is demolition contractor's responsibility to coordinate with earthwork contractor for smooth transition between demolition work and earthwork.

3.7 REPAIRS

- A. Promptly repair damage to adjacent buildings caused by demolition operations.

3.8 DISPOSAL OF DEMOLISHED MATERIALS

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- A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction. Please refer to environmental reports for buildings. See NESHAP Asbestos Report.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

3.9 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

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

BUILDING DEMOLITION

which prices shall be payment in full for all services, materials, labor and other items required to complete the work.

SP-17 STABILIZED CONSTRUCTION ENTRANCE

Description: This work shall consist of furnishing, installation, maintenance and removal of stabilized pad of aggregate underlain with filter fabric as shown on the plans or directed by the Engineer.

Materials: Materials shall conform to the following:

Aggregate size. Use 2" stone or reclaimed or recycled concrete equivalent.

Filter Fabric shall consist of synthetic polymers composed of at least 85 percent by weight polypropylene, polyesters, polyamides, polyethylene, polyolefins, or polyvinylidene-chlorides. The geotextile shall be free of any chemical treatment or coating that significantly reduces its porosity. Fibers shall contain stabilizers and/or inhibitors to enhance resistance to ultraviolet lights.

Construction Requirements: The course aggregate shall be a thickness of 8 inches or more. The stone entrance should not be filled until the area has been inspected and approved by the Engineer.

The rock shall be dumped and spread into place in approximately horizontal layers not more than

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3 feet in thickness. It shall be placed in a manner to produce a reasonable homogeneous stable fill that contains no segregated pockets or larger or small fragments or large unfilled space caused by bridging of larger fragments. No compaction will be required beyond that resulting from the placing and spreading operations.

The minimum size of the construction entrance is shown on the plans.

All surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Any pipe used for this will be considered incidental to the Stabilized Construction Entrance.

The entrance shall remain in place and be maintained until the disturbed area is stabilized. Any sediment spilled onto public right-of-ways must be removed immediately.

This shall include the removal and replacement of the existing curb and gutter and sidewalk damaged during construction.

Method of Measurement: This work will be measure for payment in square yards.

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

STABILIZED CONSTRUCTION ENTRANCE

which prices shall be payment in full for all services, materials, labor and other items required to complete the work.

SP-18 PLUG EXISTING STORM SEWER

Description. This work shall consist of plugging existing storm sewer where it is shown on the plans using brick and mortar to completely block storm sewer.

This work shall be measured and paid for at the contract unit price per **EACH** for:

PLUG EXISTING STORM SEWER

with the material specified, which price shall include all labor, equipment and material to complete the work as specified herein.

SP-19 ADJUSTING WATER SERVICE LINES

Description. This work shall consist of adjusting water service lines required where the proposed storm sewer is in direct conflict with the existing water service line in accordance with Section 563 of the Standard Specifications and as specified herein.

Materials. The water service line shall be copper tube – Type “K” of the required diameter with Ford or McDonald Compression Type Fittings.

Measurement and Payment. The work shall be paid for at the contract unit price per **FOOT** for:

ADJUSTING WATER SERVICE LINES

which price shall include all pipe removal and replacement, joint materials, excavation, backfilling, and trench backfill.

SP-20 DEWATERING

Description. Work consists of providing labor, tools, equipment, and materials necessary to dewater the related work areas of the Project to relatively dry conditions and maintain suitable working conditions so that the modifications/improvements may be constructed in the dry.

Products. CONTRACTOR shall be responsible for the choice of the product(s) and equipment as well as “means and methods” for the Site Dewatering Work to be performed subject to the review of the ENGINEER. All products and “means and methods” selected shall be adequate for the intended use/application. ENGINEER’s review does not relieve the CONTRACTOR from compliance with the requirements of the Drawings and Specifications and the requirements of this special provision.

Submittals. CONTRACTOR shall submit to the Owner’s Representative for review a description of dewatering techniques and equipment to be used, together with detail drawings showing lengths of discharge piping and point(s) of discharge including erosion control procedures.

Note: Owner’s Representative review of dewatering techniques and equipment shall in no way be construed as creating any obligation on the Owner’s Representative for same.

Responsibility. The CONTRACTOR shall be solely responsible for the choice of product(s) and equipment; for the design, installation, and operation; as well as “means and methods” of performing the Work; and subsequent removal of dewatering systems and their safety and conformity with local codes, regulations and these Specifications. All product(s), equipment and “means and methods” selected shall be adequate for the intended use/application. Review by Owner’s Representative does not relieve CONTRACTOR from compliance with the requirements specified herein.

The Contractor is cautioned that the existing pond operates for the area and its function and capacity may not be impaired during construction. The Contractor may be granted an extension of time commensurate with the period in which the retention basin is functioning during a rainfall event, but such extension of time shall in no case be greater than 48 hours after the end of a given rainfall event.

General Requirements. The CONTRACTOR shall select the pumps he/she desires to use and the rate at which the pumps discharge, a sediment filter silt bag shall be provided by the CONTRACTOR, subject to review by the ENGINEER. The CONTRACTOR shall ensure that

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downstream water quality shall not be impaired.

At all times during the excavation period and until completion and acceptance of the Work at Final Inspection, ample means and equipment shall be provided with which to remove promptly and dispose of properly all water entering any excavation or any other parts of the Work.

Water pumped or drained from the work required for this Contract shall be disposed of in a safe and suitable manner without damage to adjacent property or streets or to other work under construction. Water shall not be discharged onto streets without adequate protection of the surface at the point of discharge. No water shall be discharged into sanitary sewers. No water containing settleable solids shall be discharged into storm sewers. Any and all damages caused by dewatering the work shall be promptly repaired by the CONTRACTOR. The CONTRACTOR is responsible for providing any and all labor, materials and equipment needed for the DEWATERING in order to meet the scheduled completion of the project.

Measurement and Payment. Payment for the work specified will be made at the contract **LUMP SUM** price for

DEWATERING

The lump sum price for DEWATERING shall not exceed three (3) percent of the total bid price. Any additional amount shall be included in the prices for other items in the Bid Proposal.

SP-21 TEMPORARY CONSTRUCTION FENCE

Description. This work consists of furnishing, installing and maintaining temporary fence at the locations shown in the plans and as directed by the Engineer.

Materials. The fence shall have a minimum 6' height and shall be chain link fence.

Construction Requirements. Fence stakes shall be 8' minimum length metal stakes and in accordance with Article 710.34(d) of the Standard Specifications or painted metal posts.

The fence shall be staked at maximum 10-foot intervals. The fence shall be removed by the Contractor upon completion of the contract.

Basis of Payment. This work will be paid for at the contract unit price per **FOOT**, measured in place for **TEMPORARY CONSTRUCTION FENCE**, which price shall include all work, materials and equipment necessary.

SP-22 ACCESS AND WATER SHUT-OFF NOTIFICATION

Description: 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.

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In addition, the Contractor shall be responsible for notifying the resident or business verbally on the morning of any driveway closure, to ensure awareness of the lack of access.

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

SP-23 WATER SYSTEM SHUTDOWN

Description: All existing valves shall be turned and operated by the Village’s Water Division Personnel. When the Contractor desires the shutdown of an existing watermain for the purpose of connection or abandonment, he shall give the Water Division and Engineer at least 24 hours notice. The Water Division will advise the Contractor of their availability and then schedule the work. (630.434.5460)

SP-24 STEEL CASINGS, 16” DIAMETER

Description: This work shall consist of the auguring or open cut of casing pipe as specified and the installation of watermain pipe through it. Watermain pipe materials and installation shall comply with all requirements of the DUCTILE IRON WATERMAIN, 8” special provisions of this document.

The casing pipe shall be a new welded steel pipe, capable of withstanding a minimum force of 35,000 PSI, and shall meet the requirements of ASTM-139, Grade B. The following table shall determine the diameter size and wall thickness of the casing pipe:

CASING PIPE		
Diameter Size of Watermain Pipe	Diameter Size of Casing Pipe	Minimum Wall Thickness
6"	12"	0.250"
8"	16"	0.282"
12"	20"	0.344"

The auger length shall be as shown on the plans, or as directed by the Engineer in the field, and/or shall conform to the following IEPA standards:

- a) Where the horizontal separation between the watermain and any storm or sanitary sewer is less than ten feet and the bottom of the watermain is less than eighteen inches above the top of the sewer; or
- b) Where the watermain crosses less than eighteen inches above or any distance below a sewer.

For condition (a), the casing pipe shall extend the entire length of the above described proximity and for condition (b), the casing shall be installed for a distance of no less than ten feet to either side of

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the sewer. For the purpose of this special provision, open-ended ditch culverts shall not be considered a sewer.

The auguring of the casing pipe shall be a continuous operation. All joints in the casing shall be welded. Care shall be exercised when auguring to prevent the loss of soil which will create voids outside of the casing.

Power sealer #4810 casing spacers or approved equal shall be used when installing the watermain within the casing pipe. Skids shall be securely banded to the watermain at frequent intervals such that the pipe is uniformly supported within the casing. Prior to backfilling, the ends of the casing pipe shall be sealed with brick and mortar.

The auger pit shall be large enough to accommodate all equipment; however, this pit shall not be larger than twice the allowable trench width by twice the casing pipe length. The pit shall be protected at all times such that safe working conditions are assured and no hazard is presented to motorists or pedestrians.

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

SP-25 THRUST RESTRAINT

Description: Formed concrete thrust restraints may be required at fire hydrants, plugs, caps, and tees in addition to the wedge action retainer glands at fittings, upon the specific direction of the Engineer. 4000 PSI Portland cement concrete shall be used. The use of wood blocking, concrete blocks, stakes or clamps will not be allowed.

Basis of Payment: Thrust restraints shall be considered **INCIDENTAL** to adjusting watermain, and no additional compensation will be allowed the Contractor.

SP-26 CONCRETE SADDLE SUPPORT

Description: This work shall consist of placement of Portland cement concrete between utility lines in close vertical proximity as shown in the plans. Work shall be in accordance with the detail as shown on the plans.

Basis of Payment: The cost of this work shall be considered **INCIDENTAL** to the installation of the storm sewer and will not be paid for separately.

SP-27 DRIVEWAY PAVEMENT REMOVAL

Description. This work shall consist of the removal and disposal of existing bituminous or P.C.C. driveway pavement as shown on the plans, or as directed by the Engineer, in accordance with Sections 440 of the "Standard Specifications for Road and Bridge Construction", the details shown on the plans and as directed by the Engineer.

The Contractor shall machine-saw a perpendicular clean joint between that portion of the driveway to be removed and that which is to remain in place. If the Contractor removes or

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damages the existing driveway outside the limits designated by the Engineer for removal he will be required to remove and replace that portion at his own expense to the satisfaction of the Engineer.

All saw cutting and excavation will not be paid for separately but shall be included in this pay item. A three inch (3") driveway pavement thickness is assumed for volume calculation purposes.

Basis of Payment. This work will be measured and paid for at the contract unit price **PER CUBIC YARD** for:

DRIVEWAY PAVEMENT REMOVAL

as the case may be, which price shall be payment in full for constructing this item as specified, including all materials, labor and equipment. Only the completed replacement driveway will be measured as the basis for payment.

SP-28 PAVEMENT REMOVAL

Description. This work shall consist of the removal and disposal of existing bituminous or P.C.C. pavement as shown on the plans, or as directed by the Engineer, in accordance with Sections 440 of the "Standard Specifications for Road and Bridge Construction", the details shown on the plans and as directed by the Engineer.

The Contractor shall machine-saw a perpendicular clean joint between that portion of the pavement to be removed and that which is to remain in place. If the Contractor removes or damages the existing pavement outside the limits designated by the Engineer for removal he will be required to remove and replace that portion at his own expense to the satisfaction of the Engineer.

All saw cutting and excavation will not be paid for separately but shall be included in this pay item. An eleven inch (11") pavement thickness is assumed for volume calculation purposes.

Basis of Payment. This work will be measured and paid for at the contract unit price **PER CUBIC YARD** for:

PAVEMENT REMOVAL

as the case may be, which price shall be payment in full for constructing this item as specified, including all materials, labor and equipment. Only the completed replacement pavement will be measured as the basis for payment.

SP-29 ADJUSTING WATERMAIN

Description. This work shall consist of adjusting watermain of the size specified in conflict with sewer to be constructed.

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Materials: Watermain pipe materials shall meet all of the requirements of the following standards:

Ductile Iron Pipe (DIP) - ANSI/AWWA - C151/A21.51,
ANSI Class 52
Mortar lining ANSI/AWWA - C104/A21.4

The coupling of these watermain pipes shall meet the requirements of the following standards:

Ductile Iron Pipe (DIP) - Compression (push-on) rubber gasket joints in accordance with ANSI/AWWA C111/A21.11.

Unless otherwise shown on plans or directed by the Engineer, all ductile iron watermain pipes shall be installed without granular or concrete cradles. Although bell holes may not be required, the trench bottom shall be excavated and shaped such that the pipe is uniformly supported over its entire length.

The pipe shall be installed so that the entire length of pipe shall have full bearing. No blocking shall be used to adjust the pipe to grade except in conjunction with concrete thrust blocking or encasements.

Laying of watermain pipe shall be accomplished to line and grade in the trench only after it has been completely de-watered and the bedding is free of mud, loose silt, or gravel. All foreign material shall be kept out of the pipe.

All pipe laid shall be retained in position such to maintain joint closure, alignment, and grade until sufficient backfill has been completed to adequately hold the pipe in place.

At the end of each work day, the end of installed watermain pipe shall be protected and the excavation backfilled. No excavation or trench shall be left open overnight. The following specific items shall be considered incidental to watermain pipe installation and their costs shall be considered incidental to the contract unit price for watermain pipe:

1. Removal of all surplus trench excavation from site;
2. Excavation for and placement of granular bedding and encasement material when shown on the plans and/or ordered by the Engineer;
3. Support of trenches, including any necessary bracing or shoring;
4. De-watering of trenches or any excavation; and
5. Adjustment to horizontal and vertical alignment due to utility conflicts.

Construction Requirements. Installation requirement shall be in accordance with Section 561

Village of Downers Grove

of the STANDARD SPECIFICATIONS, and shall be completed within the work hours designated by the ENGINEER.

Measurement and Payment. This work shall be measured and paid for at the contract unit price **PER FOOT**, as measured along the centerline of the pipe, for:

ADJUSTING WATERMAIN

Said price shall include the cost of all pipe, fittings, joint materials, hydrostatic test, disinfection of watermain, removal and disposal of old watermain and all excavation. Trench backfill will be measured and paid for as specified in the SPECIAL PROVISION for TRENCH BACKFILL, SPECIAL, included elsewhere herein.

SP-30 STORM SEWER REMOVAL (SIZE SPECIFIED)

Description. This work shall consist of the removal of storm sewers including laterals. Existing storm sewers shall be removed so that all pipe considered suitable by the Engineer for future use shall be salvaged. The location and manner of storage of salvaged material shall be as directed by the Engineer.

Any of the material having salvage value which has been damaged by the Contractor shall be replaced with new pipe of the same kind and size. Material not suitable for salvage shall be disposed according to Article 202.03 of the SSRBC.

Excavation of trenches shall be performed according to the applicable requirements of Article 550.04 of the SSRBC.

Basis of Payment. This work shall be measured and paid for at the contract unit price **PER FOOT** for:

STORM SEWER REMOVAL (SIZE SPECIFIED)

of the size specified, which price shall be payment in full for performing this task as specified, including all material, labor and equipment.

SP-31 RESTORE GRAVEL SHOULDER

Description. This work shall consist of furnishing, placing, shaping, and compacting aggregate on a prepared subgrade adjacent to the edges of the existing pavement where the gravel shoulder has been excavated for the removal and/or installation of storm sewer as shown on the plans, or as directed by the Engineer, in accordance with Sections 481 of the "Standard Specifications for Road and Bridge Construction", the details shown on the plans and as directed by the Engineer.

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

RESTORE GRAVEL SHOULDER

Village of Downers Grove

as the case may be, which price shall be payment in full for constructing this item as specified, including all materials, labor and equipment. Only the restored gravel shoulder will be measured as the basis for payment.

SP-32 SIGN RELOCATE

The CONTRACTOR shall remove and relocate all street signs located in or near the construction zone as directed by the OWNER. The CONTRACTOR shall be responsible for replacing at his expense any signs damaged during the course of construction and the operation of removing and relocating any signs.

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

SP-33 DUST CONTROL FABRIC

Description. This work shall consist of furnishing and installing of Dust Control Fabric at the perimeter of the excavated area at a locations designated by the Engineer. Dust Control Fabric shall be attached to the Temporary Construction Fencing.

It shall be commercial grade and provide minimum 80% dust control screening. The height of the fabric shall be minimum five (5) feet.

Furnishing of cable ties or hog rings used to secure the Dust Control Fabric shall be incidental to this pay item.

Basis of Payment. This work shall be measured and paid for at the contract unit price **PER FOOT** for:

DUST CONTROL FABRIC

with the material specified, which price shall include all labor, equipment and material to complete the work as specified herein.

SP-34 UNDERCUT AND INSTALL CLAY LINER

Description. This work shall consist of undercutting of minimum of two (2) feet of granular/cohesionless soils found at the bottom or side slopes of the detention area and replacement with acceptable two (2) foot thick silty clay/clay soil liner meeting the soil properties as described in the Geotechnical Report.

The clay liner shall be placed in maximum 8 inch lifts compacted to a minimum dry density of 90% obtained in accordance with Modified Proctor Test (AASHTO T 180-01).

If approved by Geotechnical Engineer reuse of silty clays found onsite will be allowed as clay liner.

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

UNDERCUT AND INSTALL CLAY LINER

with the material specified, which price shall include all labor, equipment and material to complete the work as specified herein

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:

EarthWerks Land Improvement +
Company Name Development Corporation

MAY 25, 2010
Date

1240 Lyon Road
Street Address of Company

ddavies@earthwerksinc.com
E-mail Address

Batavia IL 60510
City, State, Zip

DAN DAVIES
Contact Name (Print)

630-482-2341
Business Phone

630-918-1096
24-Hour Telephone

630-482-2342
Business Fax

[Signature]
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

DAN DAVIES President
Print Name & Title

[Signature]
Signature of Corporation Secretary



We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 150 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:

EarthWerks Land Improvement & Development Corporation
Company Name

MAY 25, 2010
Date

1240 Lyon Road
Street Address of Company

ddavies@earthwerksinc.com
E-mail Address

Batavia IL 60510
City, State, Zip

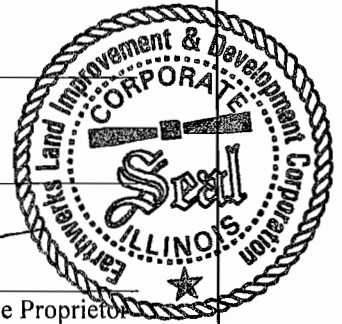
DAN DAVIES
Contact Name (Print)

630-482-2341
Business Phone

630-918-7096
24-Hour Telephone

630-482-2342
Business Fax

[Signature]
Signature of Officer, Partner or Sole Proprietor



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

DAN DAVIES, 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 150 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:

SUMMARY OF QUANTITIES

1. Demolition & Debris Removal

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
*20100210	TREE REMOVAL	UNITS	289	\$ 15.	\$ 4,335.
*N/A	PAVEMENT REMOVAL (ASSUMED 11" THICKNESS)	CU YD	30	\$ 30.	\$ 900.
*N/A	DRIVEWAY PAVEMENT REMOVAL (ASSUMED 3" THICKNESS)	CU YD	15	\$ 30.	\$ 450.
4400300	CONCRETE CURB REMOVAL	FOOT	275	\$ 5.	\$ 1,375.
44000800	SIDEWALK REMOVAL	SQ FT	600	\$ 1.	\$ 600.
*55100400	STORM SEWER REMOVAL 10"	FOOT	280	\$ 2.	\$ 560.
*55100500	STORM SEWER REMOVAL 12"	FOOT	250	\$ 5.	\$ 1,250.
*55100700	STORM SEWER REMOVAL 15"	FOOT	20	\$ 11.	\$ 220.
*55100900	STORM SEWER REMOVAL 18"	FOOT	377	\$ 11.	\$ 4,147.
*N/A	STORM SEWER REMOVAL 12" x 18"	FOOT	80	\$ 11.	\$ 880.
*N/A	STORM SEWER REMOVAL 18" x 27"	FOOT	300	\$ 6.	\$ 1,800.
67100100	MOBILIZATION	LSUM	1	\$ 10,000.	\$ 10,000.
*N/A	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	LSUM	1	\$ 5,200.	\$ 5,200.
50104400	CONCRETE HEADWALL REMOVAL	EACH	1	\$ 200.	\$ 200.
*N/A	BUILDING DEMOLITION	LSUM	1	\$ 54,000.	\$ 54,000.
*N/A	CONSTRUCTION STAKING AND RECORD DRAWINGS	LSUM	1	\$ 12,000.	\$ 12,000.
*N/A	PRECONSTRUCTION VIDEOTAPING	LSUM	1	\$ 2,000.	\$ 2,000.
*N/A	TREE PROTECTION	FOOT	400	\$ 2.	\$ 800.
*N/A	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	220	\$ 10.	\$ 2,200.
				SUBTOTAL	\$ 102,917.
* SEE CONTRACT DRAWINGS AND SPECIFICATIONS FOR DETAILS					

2. Drainage and Excavation Improvements

Village of Downers Grove

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
20200100	EARTH EXCAVATION	CU YD	2,700	\$ 23.	\$ 62100.
21101805	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	500	\$ 5.	\$ 2500.
21101825	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	2,500	\$ 3.	\$ 7500.
21101845	TOPSOIL FURNISH AND PLACE, 12"	SQ YD	3,000	\$ 4.	\$ 12000.
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	600	\$ 23.	\$ 13800.
*N/A	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	100	\$ 28.	\$ 2800.
*20800150	TRENCH BACKFILL	CU YD	850	\$ 36.	\$ 30600.
28000510	INLET PROTECTION	EACH	20	\$ 150.	\$ 3000.
28101400	RIPRAP	SQ YD	20	\$ 80.	\$ 1600.
28200200	FILTER FABRIC	SQ YD	20	\$ 2.	\$ 40.
54213857	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	1	\$ 625.	\$ 625.
54213868	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	3	\$ 800.	\$ 2400.
*55023700	STORM SEWER, TYPE 3, RCP, CL IV, 12"	FOOT	128	\$ 34.	\$ 4284.
*55023900	STORM SEWER, TYPE 3, RCP, CL IV, 18"	FOOT	247	\$ 35.	\$ 8645.
*55024100	STORM SEWER, TYPE 3, RCP, CL IV, 24"	FOOT	320	\$ 50.	\$ 16000.
*55024300	STORM SEWER, TYPE 3, RCP, CL IV, 30"	FOOT	678	\$ 58.	\$ 39208.
*N/A	PLUG EXISTING STORM SEWER	EACH	1	\$ 250.	\$ 250.
*60204005	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	1	\$ 2200.	\$ 2200.
*N/A	INLETS, TYPE A, 3'-DIAMETER, TYPE 8 FRAME AND GRATE	EACH	2	\$ 1200.	\$ 2400.
*60218300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 1375.	\$ 1375.
*60218500	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	3	\$ 1600.	\$ 4800.
*60218000	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 8 FRAME AND GRATE	EACH	1	\$ 1200.	\$ 1200.
*60221000	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 1600.	\$ 1600.
*60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 1600.	\$ 3200.
*60221200	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	1	\$ 1700.	\$ 1700.
*60221700	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 8 FRAME AND GRATE	EACH	2	\$ 1600.	\$ 3200.
*60223700	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	3	\$ 2500.	\$ 7500.
*60224005	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 8 FRAME AND GRATE	EACH	1	\$ 2400.	\$ 2400.
*60236700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	1	\$ 975.	\$ 975.
*60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	\$ 975.	\$ 975.
*N/A	MANHOLE TYPE A, T1F, CL, 6' DIA. (FLOW THROUGH)	EACH	1	\$ 4200.	\$ 4200.
*N/A	ADJUSTING WATER MAIN	FOOT	160	\$ 250.	\$ 40000.
*N/A	SANITARY SERVICE RECONNECTION	FOOT	120	\$ 40.	\$ 4800.
*N/A	ADJUSTING WATER SERVICE LINES	FOOT	120	\$ 40.	\$ 4800.
*N/A	DEWATERING	LSUM	1	\$ 500.	\$ 500.
*N/A	TEMPORARY CONSTRUCTION FENCE	FOOT	770	\$ 6.	\$ 4620.
*N/A	UNDERCUT AND INSTALL CLAY LINER	CU YD	45	\$ 38.	\$ 1710.
				SUBTOTAL	\$ 301,507.
* SEE CONTRACT DRAWINGS AND SPECIFICATIONS FOR DETAILS					

Village of Downers Grove

3. Pavement and Parkway Restoration Improvements

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
*25200100	SOD	SQ YD	1,800	\$ 4.	\$ 7200.
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	60	\$ 100.	\$ 6000.
40603310	HOT MIX ASPHALT BINDER COURSE, MIX C, N50	TON	160	\$ 110.	\$ 17600.
42400200	PCC SIDEWALK, 5'	SQ FT	460	\$ 5. ³⁰	\$ 2475.
60603800	COMBINATION CONCRETE CURB & GUTTER, TYPE B6.12	FOOT	265	\$ 13.	\$ 3445.
*N/A	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 3 INCH	SQ YD	20	\$ 45.	\$ 900.
*N/A	DEPRESSED CURB AND GUTTER	FOOT	10	\$ 14.	\$ 140.
*N/A	RESTORE GRAVEL SHOULDER	SQ YD	150	\$ 3.	\$ 450.
*N/A	DETECTABLE WARNINGS	SQ FT	40	\$ 5. ⁷⁵	\$ 230.
*N/A	SEEDING, IDOT CLASS 1B	SQ YD	3,000	\$ 1.	\$ 3000.
*N/A	SEEDING, IDOT CLASS 1	SQ YD	1,000	\$ 1.	\$ 1000.
*N/A	TEMPORARY BITUMINOUS PATCH	TON	30	\$ 100.	\$ 3000.
*N/A	STREET SWEEPING AND DUST CONTROL	HOUR	40	\$ 85.	\$ 3400.
*N/A	DUST CONTROL FABRIC	FOOT	200	\$ 3.	\$ 600.
				SUBTOTAL	\$ 49440.
* SEE CONTRACT DRAWINGS AND SPECIFICATIONS FOR DETAILS					

Total Base Bid Amount

\$ 453,864.⁰⁰

* FOUR HUNDRED AND FIFTY THREE THOUSAND - EIGHT HUNDRED AND SIXTY FOUR DOLLARS + $\frac{00}{100}$ *

SUMMARY OF QUANTITIES-ALTERNATE BID

1. Demolition & Debris Removal

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
*N/A	TREE PROTECTION	FOOT	312	\$ 2.	\$ 624.
				SUBTOTAL	\$ 624.
* SEE CONTRACT DRAWINGS AND SPECIFICATIONS FOR DETAILS					

2. Drainage and Excavation Improvements

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	650	\$ 2.	\$ 1300.
28000510	INLET PROTECTION	EACH	2	\$ 100.	\$ 200.
*80236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	2	\$ 1000.	\$ 2000.
*N/A	STORM SEWER, PVC, 12"	FOOT	213	\$ 28.	\$ 5964.
				SUBTOTAL	\$ 9464.
* SEE CONTRACT DRAWINGS AND SPECIFICATIONS FOR DETAILS					

3. Pavement and Parkway Restoration Improvements

Code No.	Description	Unit	Quantity	Unit Cost	Total Cost
*25200100	SOD	SQ YD	650	\$ 4.	\$ 2600.
				SUBTOTAL	\$ 2600.
* SEE CONTRACT DRAWINGS AND SPECIFICATIONS FOR DETAILS					

Total Alternate Bid Amount

\$ 12,688.

*TWELVE THOUSAND-SIX HUNDRED AND EIGHTY EIGHT DOLLARS + ^{no}/₁₀₀ *

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to Subwatershed I Drainage Improvements, bidder Earth Works Land Improvement & Development Corporation
(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: DAN DAVIES
Bidder's Authorized Agent

8 0 - 0 3 4 8 0 8 2

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 25th day of MAY, 2010.

Notary Public *[Signature]*

(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 EarthWorks Land Improvement + Development, Corporation and the full names of its Officers are as follows:

President: DAN DAVIES

Secretary: DAN DAVIES

Treasurer: DAN DAVIES

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: ACVITY

AGENT: DS+P Insurance Services - Steve Pohl

Street Address: 1530 E. Dundee Road

City, State, Zip Code: Palatine IL 60074

Telephone Number: 847-934-6100

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: Earthwerks Land Improvement & Development Corporation

Print Name and Title of Authorizing Signature: DAN DAVIES, President

Signature:  _____

Date: MAY 25, 2010

Village of Downers Grove

MUNICIPAL REFERENCE LIST

Municipality: * See attached *
Address: _____
Contact Name: _____ Phone #: _____
Name of Project: _____
Contract Value: _____ Date of Completion: _____

Municipality: _____
Address: _____
Contact Name: _____ Phone #: _____
Name of Project: _____
Contract Value: _____ Date of Completion: _____

Municipality: _____
Address: _____
Contact Name: _____ Phone #: _____
Name of Project: _____
Contract Value: _____ Date of Completion: _____

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Address: _____
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Name of Project: _____
Contract Value: _____ Date of Completion: _____

Municipality: _____
Address: _____
Contact Name: _____ Phone #: _____
Name of Project: _____
Contract Value: _____ Date of Completion: _____

EARTH WERKS

1240 Lyon Road
 Batavia, IL 60510
 630 482-2341
 Fax: 630 482-2342

PROJECTS

Village of Wheeling--	Buffalo Creek/Wheeling Ditch Diversion Channel
255 W. Dundee Road	\$2,371,744.80
Wheeling, IL	Completion: 11/01
Guy Kolberg	847-459-2986
City of Naperville--	Hobson West Drainage Improvements
400 S. Eagle Street	\$1,725,602.60
Naperville, IL 60566	Completion: 12/02
Tamara Baucom- MWH, Inc	312-952-3716
Village of Arlington Heights--	Central Detention Basin & Outlet Sewer
33 S. Arlington Heights Rd	\$968,478.50
Arlington Heights, IL 60005	Completion: 6/03
Mike Pagonis	847-368-5267
Village of Addison--	Lake Manor Pond Restoration
One Friendship Plaza	\$742,521.00
Addison, IL 60101	Completion: 7/03
Rudy Espedido	630-693-7533
County of DuPage--	Downers Grove Wetlands
421 N. County Farm Road	\$781,022.00
Wheaton, IL 60187	Completion: 8/03

Forest Preserve District of Lake County	Des Plaines River Trail
2000 N. Milwaukee Ave	\$539,102.30
Libertyville, IL 60048	Completion: 9/03
Bobby Quale	847-968-3269
Glen Ellyn Park District	Churchill Park
501 Hill Ave	\$148,424.00
Glen Ellyn, IL 60137	Completion: 4/04
John Pence	630-858-2462
Glen Ellyn Park District	Birnam Woods
501 Hill Ave	\$432,914.00
Glen Ellyn, IL 60137	Completion: 4/04
John Pence	630-858-2462
Village of Naperville	Country Commons Park
400 S. Eagle Street	\$779,902.50
Naperville, IL 60556	Completion: 8/04
Erskine Klyse	630-420-6103
County of DuPage--	Pleasantdale Drainage
421 N. County Farm Road	\$432,709.00
Wheaton, IL 60187	Completion: 9/04
County of DuPage--	Waynewood Phase II Drainage Improvements
421 N. County Farm Rd	\$659,602.20
Wheaton, IL 60187	Completion: 11/04
County of DuPage-	Keeneyville Drainage Improvements
421 N. County Farm Rd	\$273,443.00
Wheaton, IL 60187	Completion: 11/04

County of DuPage--	Third Ave Drainage Improvements
421 N. County Farm Rd	\$240,751.00
Wheaton, IL 60187	Completion: 11/04
Kane County Water Resource Department--	Montague Forest/Fitchie Creek
719 Batavia Ave	\$51,053.00
Geneva, IL 60134	Completion: 2/05
Paul Schuck	630-232-5929
City of Darien--	Ward's Creek Streambank Stabilization
1702 Plainfield Road	\$123,550.00
Darien, IL 60561	Completion: 5/05
Dan Lynch-Christopher Burke Engineering	847-823-0500
County of DuPage--	Reach 8 Winfield Creek Flood Control Project
421 N. County Farm Rd	\$1,141,559.76
Wheaton, IL 60187	Completion: 8/05
Forest Preserve District of DuPage County	West Branch Trail
3 S 580 Naperville Rd	\$407,661.86
Wheaton, IL 60187	Completion: 11/05
Village of Wayne	Powis Road Storm Sewer
5 N 430 Railroad Street	\$30,887.50
Wayne, IL 60184	Completion: 5/06
Village of Mt Prospect--	Kensington Business Park Basin #7 Dredging Project
50 S. Emerson Street	\$186,390.00
Mt Prospect, IL	Completion: 5/06

City of Northlake--	Addison Creek Riparian Restoration
55 E. North Ave	\$456,880.00
Northlake, IL 60164	Completion: 8/06
Mike Wrzeszcz-Christopher Burke Engineering	847-823-0500
County of DuPage--	East Pond Retention Basin
421 N. County Farm Rd	\$765,532.50
Wheaton, IL 60187	Completion: 8/06
St Charles Park District	East Side Sports Complex-Phase 3
8 North Avenue	\$1,199,267.93
St Charles, IL 60174	Completion: 8/06
630-584-1885	
Forest Preserve District of DuPage County	East Branch Dog Facility Site Improvements
3 S 580 Naperville Rd	\$345,062.00
Wheaton, IL 60187	Completion: 9/06
Cook County Forest Preserve--	Shoreline Restoration - Contract B
118 North Clark, Room 569	\$683,862.50
Chicago, IL	Completion: 10/06
312 603-0020	
Cook County Forest Preserve--	Shoreline Restoration - Contract C
118 North Clark, Room 569	\$667,002.00
Chicago, IL	Completion: 10/06
312 603-0020	
Wheaton Sanitary District--	Storm Water Detention Facilities
1 S 649 Shaffnet Rd	\$251,145.00

Wheaton, IL 60187	Completion: 11/06
John Mayer-Engineering Resource	630-393-2152
County of DuPage--	Kress Creek Regional Flood Control Facility
421 N. County Farm Rd	\$3,891,134.50
Wheaton, IL 60187	Completion: 12/06
Wheaton Sanitary District--	East Flow Pond Renovations Phase I
1 S 649 Shaffnet Rd	\$268,166.00
Wheaton, IL 60187	Completion: 2/07
Bob Clavel	
Village of Glendale Heights--	Armitage Creek Streambank Stab. & Bridge Replmnt
1608 Bloomingdale Rd	\$583,289.50
Glendale Heights, IL 60139	Completion: 5/07
Greg Sanders-CBBEL	847-823-0500
Village of Woodridge--	103 rd Street Drainage Ditch Reconstruction
Five Plaza Drive	\$108,482.00
Woodridge, IL 60517	Completion: 5/07
Glen Ellyn Park District	Mary Knoll Park Improvements
501 Hill Ave	\$1,243,701.00
Glen Ellyn, IL 60137	Completion: 5/07
Dave Scarmardo-Project Manager	630-858-2462 X125
Village of St Charles	First Street Development
Two East Main Street	\$128,474.00
St Charles, IL 60174	Completion: 10/07
Jeff Goodrich	630-587-3373

Village of Lincolnshire	Spring Lake Outfall
One Olde half Day Road	\$193,613.50
Lincolnshire, IL 60069	Completion: 11/07
Lydia Scott	847-883-8600
City of Geneva--	Prairie Green Wetland Mitigation Bank Phase I
22 South First Street	\$567,702.50
Geneva, IL 60134	Completion: 11/07
Pat Kelsay-Christopher B. Burke Eng	630-443-7755
Village of Palatine--	Imperial/Glade Detention Basin Expansion
200 E. Wood Street	\$193,408.75
Palatine, IL 60067	Completion: 12/07
Michael Danecki Village Engineer	847-359-9051
County of DuPage--	Drainage & Maint. Construction
421 N. County Farm Rd	\$387,760.00
Wheaton, IL 60187	Completion: 1/05-5/08
Greg Phillips	630-407-6800
Campton Township--	Poyner Park
4 N 498 Town Hall Road	\$1,397,692.00
St Charles, IL 60175	Completion: 8/08
Nan Newlon-CBBEL West	630-443-7755
County of DuPage--	Vernal Pool Creation
421 N. County Farm Rd	\$132,390.00
Wheaton, IL 60187	Completion: 4/08
Sarah Ruthko	630-407-6800

IDOT-Bid #97--	Wetland Mitigation and Restoration
201 W. Center Ct	\$4,184,149.10
Schaumburg, IL 60196	Completion: 12/08
Pat Kielty-CBBEL	847-823-0500
Village of Lisle--	Garfield Ave Basin
925 Burlington Ave	\$1,907,771.59
Lisle, IL 60532	Completion: 12/08
Ray Peterson-PM	630-271-2160
Geneva Park District--	Peck Farm Restoration
710 Western Ave	\$370,072.25
Geneva, IL 60134	Completion: 10/08
Becky Lambert-PM	630-262-8244
Kane County--	Dixie Briggs-Fromm Open Space
719 S. Batavia Ave	\$267,770.00
Geneva, IL 60134	Completion: 10/08
Ted Gray-PE	630-430-8999
Glen Ellyn Park District	Village Green Improvements-Shelter
185 Spring Ave	\$ 400,316.00
Glen Ellyn, IL	Completion: 6/08
Dave Scarmardo-PM	630-858-2462
Kane County	Dunham/Stearns Bike Path & Parking Lot
41W011 Burlington Ave	\$250,000.00
St. Charles, IL 60174	Completion: 7/08
Dave Boesch-KDOT	630-584-1170
Glen Ellyn Park District	Village Green Park

185 Spring Ave	\$1,294,573.00
Glen Ellyn, IL 60137	Completion: 5/09
Dave Scarmardo-PM	630-858-2462
City of Rolling Meadows--	Salt Creek Streambank-Phase 3
3600 Kirchoff Rd	\$508,247.00
Rolling Meadows, IL 60008	Completion: 3/09
Ryan Lindemann-CBBEL	847-823-0500
County of Kane--	Four Way Winds
719 Batavia Ave	\$104,096.00
Geneva, IL 60134	Completion: 9/08
Kenneth Anderson-PM	630-208-3179
Village Of Buffalo Grove--	White Pines Drainage Channel Imp.
50 Raupp Blvd	\$457,427.50
Buffalo Grove, IL 60089	Completion: 7/09
John Briggs-PE	847-816-1631
Village of Lincolnshire--	Downtown Redevelopment
One Olde Half Day Road	\$1,455,906.00
Lincolnshire, IL 60069	Completion 11/09
Rob Home-PM	847-883-8600
Village of Glenview--	OLPH Retaining Wall
1225 Waukegan Road	\$830,845.00
Glenview, IL 60025	Completion 9/09
Ed Herlihy-V3	630-724-9200
City of Oakbrook Terrace--	Spring Road Tributary
17W275 Butterfield Rd	\$148,250.00

Oakbrook Terrace, IL 60181	Completion 7/09
Paul Bourke-CBBEL	847-823-0500
Carol Stream Park District--	Armstrong Park
391 Illini Dr	\$153,532.00
Carol Stream, IL 60181	Completion 7/09
Dennis Ulrey-CSPD	630-784-6153
Village of Winfield--	2009 Storm Sewer Projects
27W465 Jewell Road	\$138,890.50
Winfield, IL 60190	Completion 11/09
Dan Watson-Rempe-Sharpe Eng	630-232-0827
Village of Villa Park--	Terrace Street/Douglas Avenue Stormwater Det. Pond
20 S. Ardmore Ave	\$228,913.25
Villa Park, IL 60181	Completion: 11/09
Vydas Juskelis-Villa Park PW	630-834-8505
Village of Wheeling--	Buffalo Creek Phase I
77 W. Hintz Raod	\$1,980,058.48
Wheeling, IL 60090	Completion 10/09
Timothy Merrihew-PM	847-279-6900
Village of Vernon Hills	Seavy Ditch
290 Evergreen Drive	\$299,951.60
Vernon Hills, IL 6061	Completion 4/10
Tom Brettmann-PM	847-367-3700
City of West Chicago	Pioneer Park
479 W. Forest Ave	\$395,546.00
West Chicago, IL 60185	Completion 8/1/10

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) Homer Tree Service Type of Work Tree Removal

Addr: 14000 S. Archer Ave City Lockport State IL Zip 60441

2) Ingratrop Paving Type of Work Asphalt

Addr: 201 E. Hill St City Villa Park State IL Zip 60181

3) Impressive Construction Inc Type of Work Concrete

Addr: 728 N. Harvard City Villa Park State IL Zip 60181

4) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

VENDOR W-9 REQUEST FORM



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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: EarthWorks Land Improvement + Development Corporation

ADDRESS: 1240 Lyon Road

CITY: Batavia

STATE: IL

ZIP: 60510

PHONE: 630-482-2341 FAX: 630-482-2342

TAX ID #(TIN): 80-0348082

(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
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company –Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation
- Government Agency

SIGNATURE: [Signature]

DATE: MAY 25, 2010

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: Earth Works Land Improvement + Development Corporation

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.**

International Union of Operating Engineers Local 150 AFL-CIO

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.

Village of Downers Grove

Print Name and Title of Authorizing Signature: DAN DAVIES, President

Signature: 

Date: MAY 25, 2010

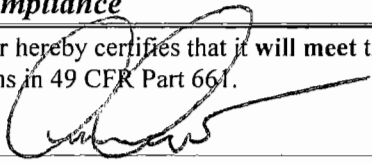
BUY AMERICA CERTIFICATION

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 <u></u>
Company Name <u>EarthWerkz Land Improvement & Development Corporation</u>
Title <u>President</u>
Date <u>MAY 25, 2010</u>

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.

Village of Downers Grove

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

Suspension or Debarment Certificate

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

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

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
- 2. Have not within a three-year period preceding this 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: EarthWerks Land Improvement + Development Corporation

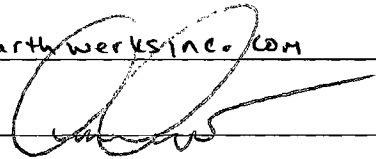
Address: 1240 Lyon Road

City: Batavia Zip Code: 60510

Telephone: (630) 482-2341 Fax Number: (630) 482-2342

Village of Downers Grove

E-mail Address: ddavies@earthwerksinc.com

Authorized Company Signature: 

Print Signature Name: DAN DAVIES Title of Official: President

Date: MAY 25, 2010

CAMPAIGN DISCLOSURE CERTIFICATE

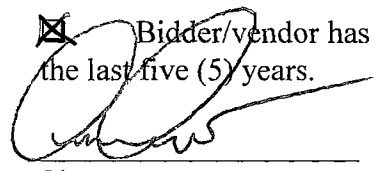
Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

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 DAN DAVIES 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: _____

Village of Downers Grove

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

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Village of Downers Grove

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.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Earthwerks Land Improvement and Development Corporation

as Principal, hereinafter called the Principal, and
International Fidelity Insurance Company

a corporation duly organized under the laws of the State of New Jersey
as Surety, hereinafter called the Surety, are held and firmly bound unto
Village of Downers Grove

as Obligee, hereinafter called the Obligee, in the sum of
Five Percent of the Amount of Bid ----- (---5%--)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for
Subwatershed Drainage Improvements (8th and Cumnor Road) Bid No. SW-038-10

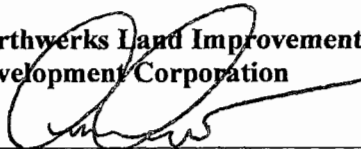
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **25th day of May, 2010.**



(Witness)

**Earthwerks Land Improvement and
Development Corporation**



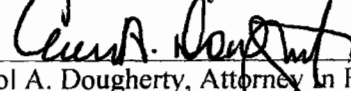
President
(Title)



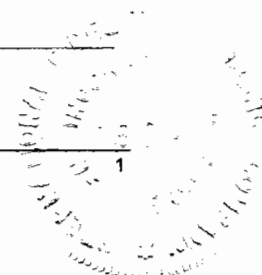


(Witness)

International Fidelity Insurance Company



Carol A. Dougherty, Attorney in Fact



Surety Company Acknowledgement

STATE OF ILLINOIS
COUNTY OF COOK

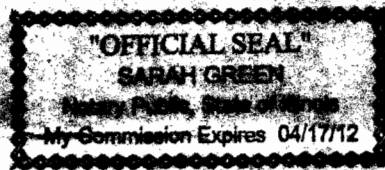
SS.:

On this 25th day of May, 2010, before me personally appeared Carol A. Dougherty, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at Palatine, Illinois, that (s)he is the Attorney in Fact of International Fidelity Insurance Company, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Sarah Green

Notary Public in and for the above County and State

My Commission Expires: 04/17/12



POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

CAROL A. DOUGHERTY, SARAH GREEN, J.S. POHL, ROBERT E. KAPPUS, JAMES L. SULKOWSKI,
ROBERT B. SCHUTZ, SHERENE L. HEMLER, STEPHEN L. WEBSTER

Palatine, IL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

[Signature]
Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

[Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 25th day of May, 2010

[Signature]
Assistant Secretary

May 13, 2010

Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

Gentlemen:

Through this agency Earthwerks Land Improvement and Development Corporation has advised International Fidelity Insurance Company that Village of Downers Grove is receiving bids on the 25th day of May, 2010. Earthwerks Land Improvement and Development Corporation has also advised that they are submitting a bid for Subwatershed Drainage Improvements (8th and Cunnor Road) Bid No. SW-038-10.

In the event the bid of Earthwerks Land Improvement and Development Corporation is accepted, a contract is awarded to this bidder and this bidder so requests, International Fidelity Insurance Company is prepared to underwrite the above referenced performance and payment bond upon review of the final contract documents.

International Fidelity Insurance Company

BY: Carol A. Dougherty
Carol A. Dougherty, Attorney In Fact

Surety Company Acknowledgement

STATE OF ILLINOIS
COUNTY OF COOK SS:

On this **May 13, 2010**, before me personally appeared **Carol A. Dougherty**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Palatine, Illinois**, that (s)he is the **Attorney in Fact of International Fidelity Insurance Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Sarah Green
Notary Public in and for the above County and State

My Commission Expires: 04/17/12



POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

CAROL A. DOUGHERTY, SARAH GREEN, J.S. POHL, ROBERT E. KAPPUS, JAMES L. SULKOWSKI,
ROBERT B. SCHUTZ, SHERENE L. HEMLER, STEPHEN L. WEBSTER

Palatine, IL.

its true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



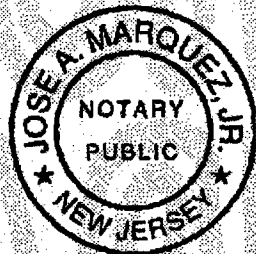
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

[Signature]
Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

[Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 13th day of May, 2010

[Signature]
Assistant Secretary



DS&P Insurance Services, Inc.

1530 E. Dundee Road -- 2nd Floor
Palatine, Illinois 60074
847 934 6100
Fax 847 934 6180 or 6186
Website: www.dspsins.com

May 14, 2010

Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

Re: Subwatershed/Drainage Improvements (8th and Cumnor Road)
Bid #SW-038-10
Earthwerks Land Improvement & Development Corporation

To Whom It May Concern:

We are in receipt of the insurance requirements for the above mentioned contract. If awarded the job, Earthwerks Land Improvement & Development Corporation will be in compliance with the requirements subject to the comments attached. A sample certificate of insurance has been included for your review.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ginger Imes', is written over a horizontal line.

Ginger Imes
DS & P Insurance Services, Inc.
1530 E. Dundee Rd. Suite 200
Palatine, IL 60074
(847) 934-6100

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/18/2010

PRODUCER DS&P Insurance Services Inc 1530 E Dundee Rd Suite 200, Palatine IL 60074	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Earthwerks Land Improvement & Development Corp/Earth Werks Landscaping & Restoration 1240 Lyon Rd Batavia IL 60510	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Acuity Mutual Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: St Paul Fire & Marine Ins Co</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Acuity Mutual Insurance Co		INSURER B: St Paul Fire & Marine Ins Co		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Acuity Mutual Insurance Co													
INSURER B: St Paul Fire & Marine Ins Co													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	K61056	3/20/2010	3/20/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	K61056	3/20/2010	3/20/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	QK01202342	3/20/2010	3/20/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	K61056	3/20/2010	3/20/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER Equipment	K61056	3/20/2010	3/20/2011	Leased/Rented Limit \$500,000; If Scheduled See Limit Below. See Below if Applicable
A		Property	K61056	3/20/2010	3/20/2011	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Sample	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Illinois Department of Transportation

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

Affidavit of Availability For the Letting of SW-038-10

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
County and Section Number						
Contract With	West Chicago Park District	Cook County Forest Preserve	DePage County Forest Preserve		DePage County	
Estimated Completion Date	8/1/10	7/15/10	10/1/10		9/1/10	
Total Contract Price	395,546.	484,309.	1,214,254.		309,468.	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	306,256	360,186.	888,730.		309,468	1,864,640
Uncompleted Dollar Value if Firm is the Subcontractor						
					Total Value of All Work	1,864,640

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

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

					Accumulated Totals	
Earthwork	38,996	103,786.	756,409		95,000	994,191
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces	17,600	72,000			12,150	101,750
Highway, R.R. and Waterway Structures						
Drainage	43,560	18,700	28,000		165,000	255,260
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping	18,500	63,700	81,490		37,318	201,000
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
SIDE FURNISHINGS	98,600					98,600
Totals	217,256	258,186	865,899		309,468	1,650,809.

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

Part III. Work Subcontracted to Others.

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

	1	2	3	4	Awards Pending
Subcontractor	Ingrum Paving	Homer Tree	KPRG		
Type of Work	Asphalt	Tree Removal	Well Piezometer		
Subcontract Price	57,000	18,000	78,052		
Amount Uncompleted	57,000	—	22,831		
Subcontractor	Impressive Const.	Ingrum Paving	Homer Tree		
Type of Work	Flatwork	Asphalt	Tree removal		
Subcontract Price	32,000	102,000	15,000		
Amount Uncompleted	32,000	102,000	—		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	89,000	102,000	22,831		

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this 25th day of MAY, 2010

Type or Print Name

DAN DAVIES, President
Officer or Director

Signed




Company

EarthWerkz Land Improvement + Development

Address

1240 Lyon Rd Batavia IL 60510



My commission expires 3-13-2012