

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MARCH 20, 2012 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Knottingham Subdivision Road Reconstruction & Water Main Replacement (ST-011 & WA-032)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the Nottingham Subdivision Road Reconstruction and Water Main Replacement Project to Austin Tyler Construction, LLC of Elwood, Illinois, in the amount of \$5,489,847.76.

STRATEGIC PLAN ALIGNMENT

The Goals for 2011 to 2018 identified *Top Quality Infrastructure*.

FISCAL IMPACT

The adopted FY12 budget includes \$6,450,000 for the Nottingham construction projects. The budget includes \$4,850,000 for the roadway reconstruction from the Capital Projects Fund and \$1,600,000 for the water main replacement from the Water Fund.

RECOMMENDATION

Approval on the April 3, 2012 Consent Agenda.

BACKGROUND

The scope of the project includes the reconstruction of streets, the replacement of watermain, and the installation of traffic calming measures within the Nottingham subdivision, including Queens Court, Rohrer Drive, Sherwood Court, Elizabeth Lane, Marie Drive, Nottingham Lane, 77th Street, and Bambridge Drive.

Historically, the pavements in the Nottingham Subdivision have been in some of the poorest condition, and have generated more resident complaints than any other location in the Village. In 2010, staff performed pavement inspections on the entire roadway network. This pavement condition analysis confirmed the poor condition of the pavement, with all of the roads in the Nottingham Subdivision receiving a condition of either "Very Poor", "Serious", or "Failed", which are the three worst condition categories. Records indicate that this entire subdivision was constructed at around the same time, with a pozzolonic base course, which has a poor track record and typically results in premature pavement failure.

The Village will be replacing the watermain throughout the subdivision as well, as they are aging and staff sees an increasing number of main breaks on this system. The significant presence of parkway trees requires that the new main be placed under the pavement, and this will reduce the need to break up new pavement to replace water infrastructure.

A Call for Bids (CFB) was issued and published in accordance with the Village's Purchasing Policy. Four bids were received by the due date of February 21, 2012. A synopsis of the bids is as follows:

<u>Contractor</u>	<u>Base Bid</u>	
Austin Tyler Construction, LLC	\$5,489,847.76	Low Bid
A Lamp Concrete Contractors, Inc	\$5,608,502.90	
MQ Construction Company, Inc	\$5,780,273.75	
H Linden & Sons Sewer & Water, Inc	\$6,327,774.64	

RECOMMENDATION

Austin Tyler Construction, LLC has satisfactorily completed various projects for the State of Illinois and local municipalities, including road replacement and underground utilities for the City of Joliet and Will County. Staff recommends award of this contract to Austin Tyler Construction, LLC.

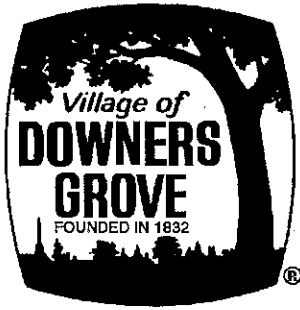
ATTACHMENTS

Contract Document

Signature Page

Campaign Disclosure

Capital Project Sheets ST-011 & WA-032



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Austin Tyler Construction, LLC
- II. Instructions and Specifications:
- A. Bid No.: ST-011 & WA -032
 - B. For: Knottingham Subdivision Road Reconstruction and Water Main Replacement
 - C. Bid Opening Date/Time: February 21, 2012 @ 11:00 a.m.
 - D. Pre-Bid Conference Date/Time: February 13, 2012 @ 11:00 a.m. (MANDATORY)
 - E. Pre-Bid Conference Location: Public Works Building, 5101 Walnut, Downers Grove
 - F. Contract Documents for pickup at the Public Works Building, 5101 Walnut Downers Grove, IL 60515
- 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: YES

Legal Advertisement Published: FEBRUARY 6, 2012

This document comprises of 66 pages.

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

SCOTT A VASKO, PE
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT
DOWNERS GROVE, IL 60515
PHONE: 630/434-6804
FAX: 630/434-5495
www.downers.us

CALL FOR BIDS – FIXED WORKS PROJECT

Bid No.: ST-011 & WA-032

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:
FEBRUARY 21, 2012 @ 11:00 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 bid, 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 to the Village.
 - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
 - 1.2.6 Work – the construction or service defined herein.
 - 1.2.7 Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.
 - 1.2.8 Proposal Guaranty – the required bid deposit.
 - 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
 - 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Scott A Vasko, PE, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
 - 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting Bid. Telephone, email and fax Bids will not be accepted.
 - 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.
- ### **2. BID PREPARATION**
- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.
 - 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the contract and become fully acquainted with the detailed

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

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

conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.

3.3 No Contract Documents will be issued after 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 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 bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

6. BID REJECTION

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

7. BIDDER COMPETENCY

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

8. BIDDER DISQUALIFICATION

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

Bidder and the rejection of their Bid.

- 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.
- 8.1.2 Evidence of collusion among Bidders.
- 8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
- 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
- 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
- 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
- 8.1.8 Failure to submit a signed Bidder's Certificate stating the following:
 - 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
 - 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;
 - 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract; and
 - 8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

9. BASIS OF AWARD

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

10. AWARD OF CONTRACT

- 10.1 Unless the Village exercises its right to reject all bids, the contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered.
- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual

withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

11. RETURN OF BID DEPOSIT

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

12. FAILURE TO ENTER INTO CONTRACT

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

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

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

13. SECURITY FOR PERFORMANCE

13.1 The successful Bidder shall, within ten (10) days after acceptance of the Bidder's bid by the Village, furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the bid. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision 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. The Village's federal identification number will also be provided to the selected Bidder.

15. RESERVED RIGHTS

15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of 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 materials shipped to the Village must be shipped F.O.B. designated location, Downers Grove, Illinois.

24. SPECIAL HANDLING

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

25. NONDISCRIMINATION

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

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

25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive

Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

- 25.2 It is unlawful to discriminate on the basis of race, color, 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, 775 ILCS 5/1-101et. seq, and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

26. SEXUAL HARASSMENT POLICY

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

- 26.1.1 Notes the illegality of sexual harassment;
- 26.1.2 Sets forth the State law definition of sexual harassment;
- 26.1.3 Describes sexual harassment utilizing examples;
- 26.1.4 Describes the bidder's internal complaint process including penalties;
- 26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

27. EQUAL EMPLOYMENT OPPORTUNITY

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

- 27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability 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 disability unrelated to ability, military status, or of protection status, sexual orientation, or an unfavorable discharge from military services.
- 27.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the bidder's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 27.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

28. DRUG FREE WORK PLACE

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

- 28.1.1 Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, 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 contact or grant, the employee will:

- (A) abide by the terms of the statement; and
- (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

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

- (1) the dangers of drug abuse in the workplace;
- (2) the Village's or Contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance programs;
- (4) the penalties that may be imposed upon employees for drug violations.

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

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

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

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

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

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

30. PREVAILING WAGE ACT

30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website 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 shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **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 A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this contract may be predicated upon receipt of said records.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 30.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

31. PATRIOT ACT COMPLIANCE

The bidder represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The bidder further represents and warrants to the Village that the bidder and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract 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,

Village of Downers Grove

including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

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

- 32.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 32.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising

out of operations performed; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.

- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) 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 Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 32.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

33. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or 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 written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of this contract.

All approved sub-contracts shall contain language which incorporates the terms and conditions of this contract.

35. TERMINATION OF CONTRACT

- 35.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, for any reason, and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.

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

36. BILLING AND PAYMENT PROCEDURES

- 36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.

36.3 As this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, 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.

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

44. WAIVER AND BREACH OF CONTRACT

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

45. CHANGE ORDERS

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

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

46. SEVERABILITY OF INVALID PROVISIONS

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

47 GOVERNING LAW

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

48. NOTICE

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

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

And to the Contractor as designated on the Contract Form.

49. AMENDMENT

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

50. COOPERATION WITH FOIA COMPLIANCE

50.1 Contractor acknowledges that the Freedom of Information Act 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.

51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

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

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, 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, 2012; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2012; and
 - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised December, 2002.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

2. COOPERATION OF CONTRACTOR

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

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

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

- 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 its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

4. PROSECUTION AND PROGRESS

- 4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:
 - 4.1.1 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 36 of Part II of this document (Billing and Payment Procedures.)

5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, 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.

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: SCOPE OF WORK

This project shall consist of the reconstruction of approximately 12,300 lineal feet of HMA roadways with curb and gutter, the construction of approximately 12,100 lineal feet of 8" ductile iron water main, the replacement of approximately 230 water services and b-boxes, the construction of approximately 1,000 lineal feet of storm sewer ranging in size from 12" to 30", driveway replacement, parkway restoration, and sidewalk removal and replacement; all within the Knottingham Subdivision.

SP-2: GENERAL CONSTRUCTION REQUIREMENTS

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

Due to the sensitivity of disruption to the Knottingham Subdivision, a water main and roadway construction phasing plan has been incorporated into the plans (Plan Sheets 6 and 7). The Contractor shall perform the construction in order as indicated on these Plan Sheets and shall not proceed to the next phase without written authorization from the Engineer. **The Contractor shall receive no additional compensation for constructing the project in phases.**

SP-3: COMPLETION DATE

The awarded Contractor shall schedule his work such that all improvements shall be installed by November 16, 2012. Failure to complete the work on time will result in assessment of liquidated damages in accordance with the applicable sections of Article 108.09 of the Standard Specifications.

SP-4: QUALIFICATIONS OF BIDDER

In order to be considered a responsible bidder, the bidder must have particular expertise in having successfully constructed projects of a similar size and scope, specifically including residential neighborhood street and utility removal and reconstruction. The Bidder must submit the following information (if Sub-Contractors are proposed for either earthwork or underground utility work, similar information must be provided for each entity):

- a. Similar Project Experience

- i. Bidder must provide detailed information regarding three (3) similar projects performed by the submitting firm within the past five (5) years.
 - ii. Bidder must submit a list of references of previous projects identifying the location of the work, the dollar value of the work, the owner or agency responsible for the work, and the name and phone number of the contact person as well as the Certification of Qualifications form with the Bid.
- b. Proposed Project Team - identify a project manager and full-time onsite construction supervisor (can be the same person), with qualifications. The individuals proposed must be utilized for the duration of this project unless an alternate is approved in writing by the Village.

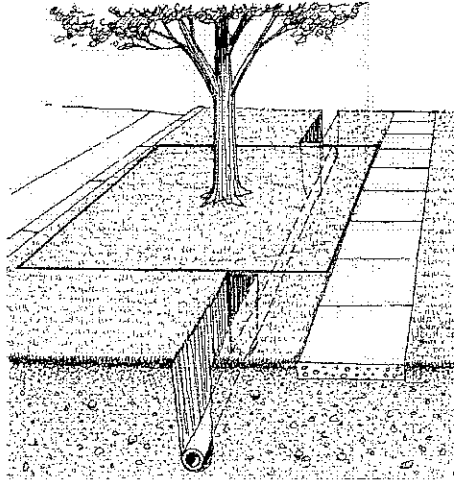
SP-5: TREE PROTECTION

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

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

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

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



For projects that involve excavations of less than one (1) foot in depth in the parkway or street and are replacing structures in the same location, fencing of the public parkway trees shall not be required. Example projects include, but are not limited to, street pavement resurfacing, curb removal/replacement, driveway removal/replacement, or sidewalk removal/repairs or new sidewalk installations. Contractors shall be mindful of the CRZ dimensions and potential for fines if any parkway trees suffer any unauthorized damage as determined by the Village Forester.

For projects that involve excavations of more than one (1) foot 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.

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

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

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

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

- issuance of an invoice for the value or partial value of the tree lost due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
- costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
- fines of \$500 for the 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.

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

SP-6: EARTH EXCAVATION, SPECIAL

This work shall consist of the removal and disposal of all existing materials located on site, unless specifically called out by specific pay item. Removals include earth excavation, pavement removal, driveway pavement removal, and curb and gutter removal. This work shall be as specified and in accordance with applicable Sections 202, 204, 205 and 440 of the Standard Specifications and performed as directed by the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price per **CUBIC YARD** of **EARTH EXCAVATION, SPECIAL**.

Method of Measurement: This work will not be measured for payment. Payment will be based on Contract Quantities. By submission of a bid, Contractor agrees on Contract Quantity.

The removal and disposal of unsuitable materials (undercut) to allow PGE to be installed below the pavement sub-base as necessary and as directed by the Engineer will be paid for separately at the contract unit price per **CUBIC YARD** of **REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL**.

SP-7: REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

This work shall be done in accordance with the applicable portions of Section 202 of the Standard Specifications except as modified herein. The quantity is provided for estimated purposes only, and adjustments to unit prices will not be allowed based on actual quantities.

This pay item shall be used in conjunction with POROUS GRANULAR EMBANKMENT, SPECIAL. PGE was added to the contract if needed, and the pay item reflects the quantity of PGE noted in the schedule. In the event it is not used, the pay item will be reduced by .5555 cubic yard per unused ton of PGE. Conversely, should the PGE surpass the distributed quantity, as spelled out in the schedule of quantities, cubic yardage will be added to the contract at a rate of .5555 per used ton. The POROUS GRANULAR EMBANKMENT, SPECIAL shall be paid for separately.

Basis of Payment: This work shall be paid for at the contract unit price per **CUBIC YARD** for **REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL**.

SP-8: POROUS GRANULAR EMBANKMENT, SPECIAL

This item shall consist of furnishing, transporting and placing porous granular embankment as directed by the Engineer in accordance with the applicable portions of Section 207 of the Standard Specifications. The material shall be used in unstable areas, including removal of topsoil materials to a maximum depth of twelve (12) inches and only as directed by the Engineer. Excavation of the unstable areas will be included in REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL. The material shall conform with Article 1004.04 of the Standard Specifications except the gradation shall be as follows:

1. Crushed Stone, Crushed Concrete

Sieve Size	Percent Passing
6" *	90+10
2"	40+25
#200	0+10

2. Gravel, Crushed Gravel

Sieve Size	Percent Passing
6" *	90+10
2"	60+25
#4	40+20
#200	5+5

* For undercut less than 18", sieve size may be 4".

The porous granular embankment shall be placed in lifts not to exceed two (2) foot thick or as directed by the Engineer. The depth of undercut shall be as directed by the Engineer. Rolling the top of this replacement material with vibratory roller meeting the requirements of Article 1101.01(g) of the Standard Specifications should be sufficient to obtain the desired keying or interlock and necessary compaction. The Engineer shall verify that adequate keying has been obtained.

A four (4) inch nominal thickness of capping aggregate having a gradation of CA 6 will be required for the last lift of porous granular embankment when used under the pavement or stabilized base or subbase.

Capping aggregate will not be required when embankment meeting the requirements of Section 205 of the Standard Specifications or granular subbase is placed on top of the porous granular embankment.

Basis of Payment: This work shall be paid for at the contract unit price per **TON** for **POROUS GRANULAR EMBANKMENT, SPECIAL**.

The porous granular embankment 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.

This item shall only be used in those areas in which it is felt that the embankment will not bridge unsuitable soil and only used as field conditions warrant at the time of construction. Tonnage for PGE was added to the contract if needed, and the REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL pay item reflects the quantity of PGE noted in the schedule. In the event it is not used, the REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL pay item will be reduced by .5555 cubic yard per unused ton. Conversely, should the PGE surpass the distributed quantity, as spelled out in the schedule of quantities, cubic yardage will be added to the contract at a rate of .5555 per used ton.

SP-9: PARKWAY RESTORATION, SALT TOLERANT, SPECIAL

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

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

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

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

All sod shall be salt tolerant meeting the requirements of Art. 1081.03 of the Standard Specifications. All placement of sod shall meet the requirements of Sec. 252 of the Standard Specifications.

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

Basis of Payment: This work will be paid for at the contract unit price per **SQUARE YARD** for **PARKWAY RESTORATION, SALT TOLERANT, SPECIAL**, which price shall be payment in full for any grading necessary, the furnishing, transporting and placement of all topsoil and sod and the full watering

of sod. Unless otherwise directed by the Engineer restoration of disturbed parkways outside the limits of improvement will not be paid for separately but shall be considered incidental to the contract.

Supplemental watering shall be paid for at the contract unit price per UNIT for SUPPLEMENTAL WATERING and the excavation shall be paid for at the contract unit price per CUBIC YARD for EARTH EXCAVATION, SPECIAL.

SP-10: EROSION AND SEDIMENTATION CONTROL

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

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

Erosion and sedimentation control measures as indicated in the Erosion Control Plan, or as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.

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 Standard Specifications, except as amended herein.

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

SP-11: AGGREGATE FOR TEMPORARY ACCESS

This work shall consist of construction and maintenance of an aggregate surface course for abutting properties as part of construction operations, per the applicable portions of Article 107.09 of the Standard Specifications except as amended herein.

Coarse aggregate shall meet the gradation for CA-6, and meet the requirements of Article 1004.04 of the Standard Specifications.

The temporary aggregate shall be used as ramping between the existing sub-base or new aggregate base and all side streets, abutting properties, and crosswalks where vehicle and pedestrian traffic is to be maintained. Removal and disposal of the temporary aggregate shall be considered incidental to this item. The Engineer may require that some or all of the temporary aggregate be reused within the project limits.

When temporary access is no longer required, the aggregate placed for its construction and maintenance shall be removed and utilized in the permanent construction or otherwise disposed of as specified in Article 202.03 of the Standard Specifications. The Engineer reserves the right to determine suitability for utilization of reclaimed asphalt pavement used in the construction of temporary access in the permanent construction.

This work will be measured in place in tons. The contractor shall submit the load ticket to the Engineer at the work site when the truck arrives.

Basis of Payment: This work will be paid for at the contract unit price per **TON** for **AGGREGATE FOR TEMPORARY ACCESS**, which price shall include all costs of furnishing, placing, maintaining, removing and reusing, and removing and disposing of aggregate used in the construction of temporary access.

SP-12: PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH

This work shall consist of the installation of new P.C.C. sidewalk as indicated on the plans or as directed by the Engineer in accordance with Section 424 of the Standard Specifications.

At driveway locations the proposed sidewalk shall be increased in thickness to six-inches (6") and considered incidental to this pay item.

Basis of Payment: This work shall be paid for at the contract unit price per **SQUARE FOOT** for **PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH**, which price shall include all material, labor, and equipment necessary to complete this item.

SP-13: DETECTABLE WARNINGS

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 Section 424.09 of the Standard Specifications.

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

Basis of 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-14: DRIVEWAYS

This work shall consist of the removal, storage and installation of brick driveways or the installation of new HMA and PCC driveways at locations shown on the plans. They shall be replaced to the limits shown on plans. Removal beyond the limitations noted above shall be done only after the Contractor has received written authorization from the Engineer to perform the work.

The replacement of the driveways shall consist of the following:

The subgrade shall be prepared at all locations, and the slopes adjacent to the driveways shall be shaped accordingly. The maximum grade for the side slopes shall not exceed 33 percent.

PCC Driveways: The base course shall consist of 6 inches of Type CA-6 aggregate base, measured after

placement and compaction. The surface course shall consist of 6 or 8 inches of Class PV Portland Cement Concrete. The Driveway shall be placed by methods and materials outlined in Articles 423 and 1020.04 of the Standard Specifications.

All concrete work shall be properly cured utilizing the materials and methods outlined in Section 1022 of the Standard Specifications; except that Type II curing compound with red dye shall be used.

HMA Driveways: The asphalt shall be placed upon a minimum of 6 inches of Type CA-6 aggregate base course, and shall consist of 3 inches of compacted HMA Surface Course. The asphalt shall also be placed by methods and materials outlined in Articles 406 and 1009 of the Standard Specifications.

BRICK PAVER Driveways and Edging: This item shall consist of removing, securely storing and reinstalling the existing brick pavers at the locations shown on the plans and as directed by the Engineer. This work shall be performed in accordance with the details in the plans. Any excavation, aggregate sub-base or sand required will be included in the cost. Work shall be in accordance with the applicable portions of Section 351 of the Standard Specifications. The existing pavers/flag stones shall be salvaged and stored at a location that will prevent them from being damaged or lost. If existing bricks are damaged during excavation or the quantity is not enough to construct the proposed driveway, the Contractor will be required to furnish brick of the same size, shape, color and texture as the existing material.

Basis of Payment: This work will be paid for at the unit price per **SQUARE YARD** for **P.C.C. DRIVEWAY PAVEMENT, SPECIAL, of the thickness specified, HOT-MIX ASPHALT DRIVEWAY PAVEMENT, SPECIAL, BRICK PAVER DRIVEWAY REMOVE AND REINSTALL, and BRICK PAVER EDGING REMOVE AND REINSTALL**, which price shall be payment in full for the work as specified herein.

SP-15: TEMPORARY SURFACE OVER TRENCH – AGGREGATE, 6”

This work shall consist of construction, maintenance, and removal of an aggregate surface course for temporary roads and approaches as specified in Section 107.09 of the Standard Specifications.

Aggregate surface shall be constructed in accordance with the applicable portions of Section 402 of the Standard Specifications, except that the equipment required for the work will be as directed by the Engineer.

Maintenance shall consist of placing and compacting additional aggregate of the same type and gradation as the surface aggregate.

Aggregate used for temporary access shall be of CA-6 gradation and shall meet the requirements of Section 1004.04 of Standard Specifications, except the use of crushed concrete and slag will not be allowed. The top portion of the temporary aggregate surface will be capped with four inches (4”) of **bituminous grindings** to assist with dust control.

When the use of the aggregate for temporary roads and approaches is discontinued, the surface aggregate placed in its construction and maintenance shall be removed and either utilized in the permanent construction or otherwise disposed of as specified in Section 202.03.

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

TEMPORARY SURFACE OVER TRENCH – AGGREGATE, 6”, which price shall include all the labor, material, and equipment necessary for furnishing, placing, maintaining, removing and disposing of the aggregate surface or the bituminous patching material surface with aggregate sub-base, used in the construction of temporary road and drive approach surfaces. These items shall also include the maintenance of the temporary pavement.

SP-16: TEMPORARY BITUMINOUS PATCH

This item shall be used at locations where water main, sanitary, or storm sewer installation is not complete, but the trench must be patched due to weather, high vehicular traffic concentrations, or the direction of the Engineer. In these locations, three (3) inches of ‘Bituminous Cold Patch’, placed and compacted in one lift, shall be placed on the compacted CA-6 sub-base. This pavement shall be placed against a prepared saw-cut pavement. The surface of the finished patch shall be even with the existing finished pavement. Areas of pavement to be opened after November 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.

SP-17: STORM SEWER

This item shall consist of the construction of RCP Storm Sewer in accordance with Section 550 of the Standard Specifications. Storm sewer shall be constructed with new RCP pipe, Type 1, of the diameter specified. Unless otherwise allowed by the Engineer, the Contractor shall place a well compacted, fine aggregate bedding at least four inches below the pipe and extending the entire width of the trench for the length of the pipe.

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

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

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

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

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

1. Removal from site of all surplus trench excavation.
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.
7. Televising of sewers after installation.

Basis of Payment: This work shall be paid for at the contract unit price per **FOOT** for **STORM SEWER, TYPE 1, (RCCP, CLASS IV) (SIZE SPECIFIED)**.

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

SP-18: PRECAST TRANSITION PIPE, 30" TO 38" BY 24" ELLIPTICAL PIPE

This work shall consist of constructing precast transition pipe in accordance with Section 550 of the Standard Specifications and conforming to the lines, grades and dimensions shown in the plans and as directed by the Engineer.

Precast transition pipes shall conform to the AASHTO requirements of the adjacent connecting pipe of the higher class. Whatever length is necessary to transition from one size to the other, it shall be paid for as one transition of the designated size.

Basis of Payment: This work will be paid for at the contract unit price per **EACH** for **PRECAST TRANSITION PIPE, 30" TO 38" BY 24" ELLIPTICAL PIPE**, which price includes all labor, material and equipment necessary to construct and install the precast transition pipe as specified herein. Transition pipes will not be included in the footage for pay items of its respective size storm sewer.

SP-19: MANHOLES TO BE ADJUSTED

This work shall include the adjustment to final grade of existing sanitary and storm sewer manholes in accordance with Section 602 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per **EACH** for **MANHOLES TO BE ADJUSTED**, which price shall include all work as specified herein.

SP-20: STORM SEWER STRUCTURE REMOVAL

This work shall consist of the removal of existing structures where indicated on the plan or directed by the Engineer.

Existing pipes, not to be replaced, shall be saw cut a sufficient distance away from the existing structure to allow removal of the structure.

Basis of Payment: The cost for removal of existing drainage structures where designated by the Engineer and for all required work and materials described herein will be paid for at the contract unit price **EACH** for **MANHOLES, CATCH BASINS, AND INLETS, TO BE REMOVED**.

SP-21: STORM SEWER REMOVAL

This work shall consist of the removal of existing storm sewer as shown on the plans and in accordance with Section 551 of the Standard Specifications. The existing sewer may be salvaged by the contractor for whatever use he sees fit. Trenches falling under or within 2' of proposed pavement or driveways shall be backfilled with **TRENCH BACKFILL** in accordance with section 208.

Basis of Payment: The cost for the removal, backfilling and disposal of the materials will be paid for at the contract unit price per **FOOT** for **STORM SEWER REMOVAL** of the size indicated

SP-22: CONNECTION TO EXISTING STORM SEWER

This work shall consist of the connection of the proposed storm sewer to the existing storm sewer. This connection shall be with an adaptor or band seal acceptable to the Engineer or a concrete collar meeting the Standard Specifications for Class SI Concrete.

Basis of Payment: This work will be paid for at the contract unit price **EACH** for **CONNECTION TO EXISTING STORM SEWER**.

SP-23: STORM SEWER CONNECTION TO EXISTING MANHOLE

This work includes the connection of the proposed storm sewers to the existing manholes at locations shown on the plans. The proposed connection shall be neatly cut and the area between the cut out and sewer filled with brick and mortar in accordance with Section 1042 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per **EACH** for **STORM SEWER CONNECTION TO EXISTING MANHOLE** which includes all work specified herein.

SP-24: CONNECT EXISTING STORM SEWER TO PROPOSED DRAINAGE STRUCTURE

This work shall consist of the connection of existing storm sewer to proposed manholes, catch basins or inlets. Removed or extended pipes shall be replaced with new pipe of the same size and type and connected to the proposed structure. Connections to existing pipes shall be made using a band seal, concrete collar or other approved method.

Basis of Payment: This work will be paid for at the contract unit price **EACH** for **CONNECT EXISTING STORM SEWER TO PROPOSED DRAINAGE STRUCTURE**.

SP-25: CATCH BASINS, TYPE A, 6'-DIAMETER, TYPE 11 FRAME AND GRATE

This work shall consist of constructing Type A, 6' diameter catch basins with Type 11 frames and grates in

accordance with Section 602 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per **EACH** for **CATCH BASINS, TYPE A, 6'-DIAMETER, TYPE 11 FRAME AND GRATE**, which price shall include all material, labor, and equipment necessary to complete this item.

SP-26: SANITARY SEWER SERVICE RECONNECTION

This work shall consist of the reconnection of existing sanitary services disturbed during the installation of the proposed water main. A service shall be considered whenever the water main 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 water main 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 SEWER SERVICE RECONNECTION**, which price shall be payment in full for all work as specified herein, including TRENCH BACKFILL.

SP-27: VALVES

Water main valves shall meet all of the requirements of the following standards as reissued and published on or before the date of this contract:

- Rubber-Seated Butterfly Valves - AWWA C504
- Resilient-Seated Gate Valves - AWWA C509
- Resilient-Seated Gate Valves for Pressure - AWWA 6500
- Side Tapping or Pressure Insertion - AWWA C509

All valves shall have the name, monogram, or initials of the manufacturer cast thereon. The Contractor shall submit to the Engineer the Manufacturer's specifications for the valves he intends to use on this project. All valves shall contain factory installed Grade 316 stainless steel nuts and Grade 304 bolts. All valves shall be furnished with mechanical joints conforming to ANSI/ANWA- C111/A21.11.

Valves for water mains twelve inches in diameter or larger shall be Resilient-Seated gate valves and installed in a six foot diameter Type A vault with a standard cone section. Valves for water main ten inches in diameter or less shall be Resilient-Seated gate valves and installed in a five foot diameter Type A vault with a standard cone section.

Pressure side-tapping Resilient-Seated gate valves shall be installed in a Type A vault with an offset cone section unless otherwise noted. A six foot diameter vault shall be used for tapping mains ten inches in diameter or larger, five foot diameter vault when tapping mains eight inches in diameter or less. Pressure

insertion Resilient-Seated gate valves shall be installed in a Type A vault with a standard cone, four foot in diameter for mains eight inches in diameter or less, five foot diameter vault for mains ten inches in diameter or larger.

All vaults shall be equipped with a Type 1 frame and lid with the word "WATER" cast in the lid. The pick holes shall be of the large size per IDOT Standard 604001. All lift holes and holes around the water main shall be completely sealed with mortar inside and out. All joints between vault sections and between adjustment rings shall be completely sealed with mastic only, as directed by the Engineer.

Gate Valves, 3" diameter or larger, used to reconnect 3" or larger water services shall be paid for as valves and not as water service reconnection devices.

Basis of Payment: This work will be paid for at the contract unit price **EACH** for **RESILIENT-SEATED GATE VALVE (SIZE SPECIFIED) IN (SIZE SPECIFIED) DIAMETER VAULT**, and **(SIZE SPECIFIED) TAPPING SLEEVE AND VALVE IN (SIZE SPECIFIED) DIAMETER VAULT**, which price shall include all excavation, bedding, **TRENCH BACKFILL**, blocking, and tapping sleeve or anchor clamps where applicable.

SP-28: DUCTILE IRON WATER MAIN PIPE (SIZE SPECIFIED)

Water main pipe materials shall meet all of the requirements of the following standards:

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

The coupling of these water main 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 water main 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 water main 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 water main 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 water main pipe installation and their costs shall be considered incidental to the

contract unit price for water main 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.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for **DUCTILE IRON WATER MAIN PIPE (SIZE SPECIFIED)**. Unit prices shall include all labor, material, and equipment necessary for excavation, bedding, installing and coupling the water main pipe and all incidental work specified herein, except that TRENCH BACKFILL used as Final Backfill as defined by the Standard Specifications, will be paid for separately.

SP-29: POLYETHYLENE ENCASEMENT

This work shall consist of encasing the entire length of water main to be installed under this contract. All new ductile iron water mains shall be encased in a polyethylene tube, according to the materials and methods outlined in ANSI/AWWA C105/A21.5-93.

Method A shall be utilized in placing the encasement material. High-density, cross-laminated polyethylene film conforming to ASTM D1248-89 shall be used.

Basis of Payment: Polyethylene Encasement shall be considered **INCIDENTAL** to Ductile Iron Water Main Pipe installation, and no additional compensation will be allowed the Contractor.

SP-30: WATER MAIN FITTINGS

Fittings shall be cast iron or ductile iron conforming to ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. The joints shall be either mechanical or push-on conforming to ANSI/AWWA-C111/A21.11 for rubber-gasket joints.

All nuts and bolts used for jointing of sections, including valves and hydrants, shall be stainless steel, Grade 304 bolts, and Grade 316 nuts.

All mechanical thrust restraints installed shall be "Meg-A-Lug" or "Meg-A-Lug"-type restraint systems. (Solid Precast Concrete thrust blocks may be placed in addition to mechanical thrust restraints in select locations as described elsewhere in these provisions).

Basis of Payment: Water Main Fittings shall be considered **INCIDENTAL** to Ductile Iron Water Main Pipe installation, and no additional compensation will be allowed the Contractor.

SP-31: WATER SERVICE REPLACEMENT

All 1-1/2 inch services requiring replacement shall be replaced from the main to the B-box and shall include a new B-box and Roundway.

For those service lines unable to meet the required clearances from sanitary or storm sewers, casing pipe shall be installed around the service line to the limits called for by the Water and Sewer Specs. Service line encasement shall be installed from the auger pits, and shall not entail open cutting an existing street pavement not otherwise disturbed in the process of installing the replacement water main.

The new water service shall be encased whenever the horizontal and vertical separation of the new service from existing storm or sanitary sewers or services cannot be maintained. The new service shall be encased on each side of the crossing until the perpendicular distance from the end of the casing to the storm sewer or sanitary sewer or service is at least ten feet. Casing pipe shall consist of a minimum 4 inch diameter PVC SDR-26 Pipe. Encasement of water services shall be incidental to the price of the water service replacement.

The Engineer reserves the right to require the replacement of additional services; however, services replaced due to damage caused by the Contractor's operations shall not be paid for under this or any other item.

The service line shall be of one and one-half (1 1/2) inch, type K (soft) copper tubing as noted on plans or directed by Engineer. All copper connections shall be made with flared joints or compression-type joints. All water service lines shall have a minimum five (5) foot of cover. The water service shall have no splices.

The corporation stop shall be Ford FB-600 or approved equal and shall be installed by tapping the water main with an approved tapping machine. The tap shall be made in the upper third of the main, as close to a 45-degree angle as is practical. The tap shall be made through a full circle stainless steel tapping clamp of the correct size depending on diameter of water main and size of new service tap. The roadway key stop shall be Ford B44, with a buffalo style size 100E (6') or 94E (5') service box. Only cast iron buffalo style boxes and lids will be allowed. The roadway key stop and buffalo box shall be located within the parkway area seven (7) feet from the property line or as close to that distance as possible from the property line, unless directed otherwise by the Engineer. The cover of the buffalo box shall have the word "WATER" cast thereon. The Contractor shall record the location of each buffalo box in relation to the nearest corner lot line, and the tap in relation to the nearest fire hydrant. Two copies of this record shall be filed with the Village prior to final inspection and final payment. No buffalo box shall be located in a driveway or in the sidewalk without the approval of the Engineer.

No splices of any kind will be allowed in the water service line from the corporation stop to the roadway key stop. There shall be no splice from the roadway key stop to the water service meter unless specifically authorized by the Village.

Prior to final inspection, the Contractor shall see that all water appurtenances are adjusted to grade and clearly visible.

All Materials and Methods used shall comply with the above specifications.

Basis of Payment: This work will be paid for at the contract unit price **EACH** for **WATER SERVICE, 1 1/2"**, **SHORT**, and **WATER SERVICE, 1 1/2"**, **LONG**, which price shall include all excavation, materials, augering, PVC-SDR-26 Casing Pipe and backfilling necessary to complete this item. Restoration, pavement or driveway replacement, topsoil, and sodding, will be paid for separately.

SP-32: THRUST RESTRAINT

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 Ductile Iron Water Main Pipe installation, and no additional compensation will be allowed the Contractor.

SP-33: WATER SYSTEM SHUTDOWN

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

SP-34: PRESSURE TESTING

Upon completion of the proposed water main and prior to the connection of all service lines, the water main shall be subjected to a hydrostatic pressure of 150 PSI gauged, based on the elevation of the lowest point in the line or section under test. The test shall be corrected to the elevation of the test gauge for both pressure and leakage for a period of not less than two (2) hours. Any cracked or defective pipefitting, valves, hydrants found shall be removed and replaced with satisfactory materials and the test repeated until test results are satisfactory. Joints showing visible leaks shall be made watertight. The Engineer or his representative shall witness the pressure test. Allowable leakage shall be as follows:

<u>MAIN SIZE</u>	<u>ALLOWABLE LEAKAGE</u>
12"	1.10 gal. /hr./1000 ft. of water main
10"	0.92 gal. /hr./1000 ft. of water main
8"	0.74 gal. /hr./1000 ft. of water main
6"	0.55 gal. /hr./1000 ft. of water main

Basis of Payment: This work is considered **INCIDENTAL** to the installation of the water main pipe, and no additional compensation will be given for any required re-testing.

SP-35: CHLORINATION

Upon completion of all water mains and after the results of the hydrostatic test are satisfactory, but prior to the connection of all service lines, the water main shall be thoroughly flushed and chlorinated. The liquid-chlorine-gas-mixture method of procedure shall be as follows:

- A.) Prior to chlorinating, all dirt and foreign material shall be removed from the main, or any valved section, by a thorough flushing through the hydrants, or by other approved methods.
- B.) A chlorine gas-water mixture shall be applied by means of a solution-feed chlorinating device, or if approved by the Engineer, the gas shall be fed directly from a chlorine cylinder equipped for diffusion of the gas within the pipes.
- C.) The preferable point of application of the chlorinating agent shall be through a corporation stop inserted near the horizontal axis of the pipe at the beginning of the pipe line extension of any valve section to be placed in service. The water injector for delivering the gas-water mixture into the pipe shall be supplied by a tap on the pressure side of a valve controlling the flow into the pipe

to be chlorinated.

D.) Water from the pressure side of the valve or other source of supply shall be controlled to flow very slowly into the newly laid pipeline during the application of chlorine. The rate of chlorine gas-water mixture flow shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the newly laid pipe shall have a chlorine residual of not less than 50 PPM. It shall be left in contact with the main for at least twenty-four (24) hours with a 25-PPM chlorine residual remaining after the contact period.

E.) Following the chlorinating, all treated water shall be thoroughly flushed from the new section of main. Samples shall be collected for bacteriological analysis on two (2) successive days, under the supervision of the Water Division Representative. All samples shall be taken from various points on the new portion of the system, from a copper whip tapped into the new section of water main. The samples taken shall be given to the Water Division Representative for testing. The new section of main shall not be placed into service until the Water Division grants approval.

F.) A representative of the Water Division shall witness chlorinating of the water main.

Basis of Payment: This work is considered **INCIDENTAL** to the installation of the water main pipe, and no additional compensation will be given for repeating any part of the chlorinating procedure, should the residual level of chlorine fail to meet the requirements.

SP-36: ACCESS AND WATER SHUT-OFF NOTIFICATION

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.

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-37: FIRE HYDRANT WITH AUXILIARY VALVE

Fire hydrants shall be Waterous Pacer Model WB-67, with a five and a quarter inch (5 1/4") valve opening, two, two and one-half inch (2 1/2") hose nozzles, and one, four and one-half inch (4 1/2") pumper nuts. All connecting pipe bottom flanges shall be mechanical joints. All hydrants shall be painted with two coats of polyurethane high gloss enamel, #31-ISI OSHA Yellow.

Each hydrant shall incorporate a six-inch (6") auxiliary valve and box. All auxiliary valves shall be located a minimum of thirty inches (30") and a maximum of thirty-six inches (36") from the hydrant. Connection of the hydrant and auxiliary valve assembly shall be made with a six-inch (6") diameter ductile iron water main. The installation of the fire hydrants and auxiliary valves shall be in accordance with the attached hydrant details. All auxiliary valves shall incorporate lacing rods from valve to tee.

Hydrants shall be set plumb, with the nozzle and steamer connection facing the roadway. The steamer connection shall be set not less than eighteen inches (18") nor more than twenty-four inches (24") above

finished grade.

All new fire hydrants shall be covered or labeled as being out of service, until such time as the new main is brought into service.

Basis of Payment: This work will be paid for at the contract unit price **EACH** for **FIRE HYDRANT WITH AUXILIARY VALVE**, which price shall include all excavation, backfill and compaction, the hydrant, auxiliary valve and box, all six-inch DIWM pipe up to the main line tee, and all fittings.

SP-38: CONNECTION TO EXISTING WATER MAIN

The Village of Downers Grove Water Division personnel shall turn off existing Village valves necessary to perform cut-in connections. Cut-in connections shall be performed only after pressure testing, leakage testing and disinfecting of the new water main has been performed and accepted by the Village. Cut-in connections will be performed under the supervision of Water Division personnel.

Basis of Payment: This work will be paid for at the contract unit price **EACH** for **CONNECTION TO EXISTING WATER MAIN, NON PRESSURE, (SIZE SPECIFIED)**, which price shall include all labor, materials, and equipment necessary to do the work.

SP-39: WATER MAIN REMOVAL

This work shall consist of the removal of existing water main and shall be done in accordance with Section 551 of the Standard Specifications.

Basis of Payment: This work will be paid for the contract unit price per **FOOT** for **WATER MAIN REMOVAL, (SIZE SPECIFIED)**.

SP-40: ABANDONMENT OF OLD WATER MAIN

After final inspection of the new main, and upon notice from the Engineer, the Contractor shall abandon in-place, the existing water main system that has been replaced by the work performed in this contract.

The exposed ends of all disconnected water main pipes shall be plugged with either a minimum of six inches of concrete, eight inches of brick and mortar, or mechanically capped where specified. A Representative of the Water Department shall witness the abandonment.

Abandoned valves shall be closed and the respective valve boxes broken down to a minimum of three feet below grade. Valve vaults shall be broken down to a minimum of three feet below grade, backfilled and compacted to grade. Any valve deemed salvageable by the Engineer shall be removed and transported to the Village's Public Works Building. Water main stubs shall then be plugged or capped in the manner described above.

Basis of Payment: This work shall be paid for at the contract **LUMP SUM** for **ABANDONMENT OF OLD WATER MAIN**, which price shall include all costs for exposing, cutting and plugging of main, removal of valves and filling of vaults. Pavement restoration, parkway restoration, and fire hydrant removal shall be paid for separately.

SP-41: FIRE HYDRANT REMOVAL

This work shall consist of the disconnection and removal of existing hydrants that will no longer be in service

because of this contract. Included in this item is the removal of the auxiliary valve and connecting water main, and securely plugging the hydrant tee. All removed hydrants and appurtenances, regardless of condition, shall be delivered to the Public Works yard, at 5101 Walnut Avenue, Downers Grove, IL 60515.

The Contractor MAY NOT REMOVE any fire hydrant without the specific permission of the Engineer.

Basis of Payment: This work will be paid for at the contract unit price **EACH** for **FIRE HYDRANT REMOVAL**, which price shall include all excavation, backfilling, materials and transportation necessary to complete this item.

SP-42: LINE STOP EXISTING MAIN

This item shall consist of installing a temporary line stop in the existing water mains that are under pressure. Prior to installing the line stop, the Contractor shall verify the actual diameter of the main at the point where the line stop will be installed. Split sleeves, fittings, and rubber glands shall conform to AWWA C110 and bolts and set screws shall be stainless steel or corrosion resistant materials.

Basis of Payment: This work will be paid for at the contract unit price per **EACH** for **LINE STOP EXISTING MAIN (SIZE SPECIFIED)**, which will include all excavation, backfill, tapping equipment, fittings, split sleeves, rubber glands and any joint accessories for a complete line stop installation.

SP-43: STEEL CASING PIPE, 16"

This work shall consist of the augering or open cut of casing pipe as specified and the installation of water main pipe through it. Water main pipe materials and installation shall comply with all requirements of the DUCTILE IRON WATER MAIN PIPE 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 Water main 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 water main and any storm or sanitary sewer is less than ten feet and the bottom of the water main is less than eighteen inches above the top of the sewer; or
- b) Where the water main 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 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 water main within the casing pipe. Skids shall be securely banded to the water main 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 paid for at the contract unit price per **FOOT** for **STEEL CASING PIPE, 16"**, which shall include all labor, materials, and necessary equipment to complete the work in place.

SP-44: EXPLORATORY TRENCH, SPECIAL

This item shall consist of excavating an area for the purpose of locating existing utilities within the construction limits of the proposed improvement. This work shall be performed as directed by the Engineer. A nominal quantity of exploratory excavation has been included in the schedule of prices for the purpose of establishing a unit price for this item of work.

After the excavation has been inspected, it shall be backfilled as directed by the Engineer. If the excavation is located in a paved area (existing or proposed), the excavation shall be backfilled with Trench Backfill as specified herein. Otherwise, the excavation shall be backfilled with excavated material compacted to the satisfaction of the Engineer. Any excess material shall be disposed of in accordance with Article 202.03 of the Standard Specifications. *Trench Backfill will not be measured for payment.*

Basis of Payment: This work will be paid for at the contract unit price per **CUBIC YARD** for **EXPLORATORY TRENCH, SPECIAL**, measured as specified, which price shall include excavation, backfill and legal disposal of excess material.

SP-45: TRAFFIC CONTROL AND PROTECTION

Traffic Control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions and any special details and Highway Standards contained herein and in the plans and the Standard Specifications for Traffic Control Items.

Special attention is called to §107.09 and §107.14 of the Standard Specifications for Road and Bridge Construction and the Highway Standard #701501, #701701, #701801, #701901, BLR 17-4, and BLR 18-5.

§107.09 of the Standard Specification is amended as follows for this work:
First paragraph (p.28), first sentence: The Contractor shall notify the Village, and not the Engineer, of the start of the work as required.
Sixth paragraph (p. 29), last sentence: The Contractor's method of protection shall be subject to the approval of the Village and not the Engineer.

Eighth paragraph (p. 29), last sentence: The Contractor shall notify the Village and not the Engineer, about the horizontal or vertical clearance restriction.

The required signs shall be placed at the locations designated by the Village and not the Engineer. *The Engineer shall not be responsible to determine the adequacy of the traffic control devices used at the site and/or to monitor their maintenance by the contractor. The contractor shall have the sole responsibility to provide adequate traffic control in compliance with these provisions.*

The Contractor shall obtain, erect, maintain and remove all signs, barricades, flagmen and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of §107.14 of the Standard Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

Basis of Payment: This work shall be paid for at the contract **LUMP SUM** price for **TRAFFIC CONTROL AND PROTECTION**, which price shall be payment in full for the installation and maintenance of proper traffic control to protect the work and the public for the duration of the Project.

SP-46: IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

If construction activities will result in removal and disposal of excavation spoils, per Illinois Public Act 96-1416 and the Illinois Environmental Protection Agency, soil sampling and analysis, along with certification from a licensed professional engineer that the soil is uncontaminated, will be required prior to clean construction and demolition debris (CCDD) landfill acceptance. However, if the subject property has never been used for industrial or commercial purposes, then the site owner or operator may certify that the soil is uncontaminated by use of IEPA form LPC-662.

To facilitate meeting the above requirements, the Village will supply a signed Source Site Certification by Owner or Operator Form LPC-662 for this project location.

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

The temporary storing of excavated materials on the parkways or right of way, and re-handling them later for disposal will not be allowed due to additional damage caused to tree root systems, parkways, existing equipment, and conditions. It shall be the Contractor's responsibility to find an approved dumpsite for debris and any excavated materials. The Village will not provide for one.

The Contractor shall have the option of employing a licensed testing firm, as approved by ENGINEER, to screen each truck-load of material on-site, using a PID or FID field screen or other acceptable method. If said screen indicates VOC levels that will be unacceptable for disposal at a CCDD facility, the Contractor shall be responsible for properly disposing of the material at an acceptable landfill, and providing the Village with all of the proper paperwork to document the material disposal with the IEPA. This work shall be paid for as specified below. If, however, a truck-load is rejected by a CCDD facility after leaving the project site, and said truck-load was not identified on-site as having VOC levels above the allowable limits, the Contractor shall still be required to properly dispose of the material and provide the Village with the necessary documentation, but shall not be additionally compensated.

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

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

SP-47: PRECONSTRUCTION VIDEOTAPING

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 Village in DVD format. Videotaping shall be performed by a reputable company meeting the approval of the Village, in the presence of a representative of the Village, and shall be performed prior to the commencement of construction. The 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.

SP-48: CONSTRUCTION STAKING AND RECORD DRAWINGS

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

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

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

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

Prior to final payment, the Contractor shall provide the Village 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 storm or water structures and/or critical items defined by the Engineer as part of the project. The digital files shall list the items above as points with supplemental data as shown below in the Stormwater and Watermain GPS Code Lists.

Watermain GPS Code List

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

Stormwater GPS Code List

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

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

SP-49: STREET SWEEPING AND DUST CONTROL

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

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

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

SP-50: MAILBOX RELOCATION

This work shall consist of providing a temporary mailbox bank(s) that provides a mailbox for each address that has curbside mail service. The item shall also include the removal and the reinstallation of all curbside mailboxes within the work area, regardless of type and size.

Construction Requirements. All work shall be in accordance with Post Office standards and requirements. Before each phase of pavement removal begins the contractor will be required to coordinate the installation of the temporary bank of mailboxes for that phase with the Post Office and Engineer. No existing mailboxes shall be removed and pavement removal may not begin until the Post Office and Engineer have approved the temporary installation. Once pavement is restored up to the top of binder course for that particular phase the original mailboxes will be reinstalled.

At the appropriate time, the Engineer will document the condition of the existing mailboxes and supports prior to removal by the Contractor. The Contractor shall exercise care not to damage the mailboxes during removal and re-installation. Upon removal, the Contractor shall place each mailbox and its support on the property of the resident. Any materials damaged by the Contractor shall be replaced to the satisfaction of the Engineer at no additional cost to the Village.

The Engineer will contact the residents to have the mailboxes and supports placed behind the sidewalk where the Contractor can retrieve them. Every mailbox shall be re-installed with, at a minimum, a foundation approximately 12 inches in diameter and 18 inches deep consisting of a 3 inch gravel base below a rapid setting concrete mix. The concrete shall be manufactured by Sakrete. The mix shall be: Fast-Setting Ultra High Strength (product # 11050). An approved equal can be used; however it shall meet ASTM C 387. Finishing shall comply with ACI 302 and curing shall comply with ACI 308. In cases where standard installation will not suffice, the contractor shall submit proposed installation details to the Engineer for approval. Once the existing mailboxes are re-installed and approved by the Post Office and the Engineer, the Contractor shall remove the temporary bank of mailboxes, and all materials shall become the property of the Contractor. The Contractor will be required to restore the location of the temporary mailboxes to its original condition, which cost will be incidental to the mailbox relocation.

The Contractor shall provide all materials, labor and equipment required to perform this work. The Engineer and the Post Office shall approve all materials. The Contractor will be required to coordinate all work with the Post Office and the Engineer in order to ensure no interruption of service.

Basis of Payment. This work shall be paid for at the contract **LUMP SUM** price for **MAILBOX RELOCATION**. The Contractor shall be compensated one-tenth (1/10) of that sum after the removal of the mailboxes, installation of the temporary mailbox bank, removal of the temporary mailbox bank, restoration of and the acceptance of the re-installed mailboxes for each phase of construction.

SP-51: SAW CUT JOINTS

The removal and/or replacement of any driveways, pavement, curb, sidewalk, etc. shall be accomplished by means of a saw cut joint, at the direction of the Engineer.

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

Village of Downers Grove

V. BID and CONTRACT FORM (Village)

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

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

BIDDER:

Austin Tyler Construction, LLC
Company Name

2/21/12
Date

23343 S Ridge Road
Street Address of Company Wood, IL 60421

jyoung@Austin-Tyler.com
E-mail Address

City, State, Zip

JOFF YOUNG
Contact Name (Print)

(815) 726-1090
Business Phone

(815) 726-1090
24-Hour Telephone

(815) 726-1177
Business Fax

Gary S. Schumal
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Gary S. Schumal Operating Manager
Print Name & Title

Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by November 16, 2012 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

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:

Austin Tyler Construction, LLC
Company Name

2/21/12
Date

23343 S Ridge Road
Elwood, IL 60421
Street Address of Company

jyoung@austintyler.com
E-mail Address

City, State, Zip

JEFF YOUNG
Contact Name (Print)

(615) 726-1090
Business Phone

(615) 679-8306
24-Hour Telephone

(615) 726-1177
Business Fax

Gary S. Schumal
Signature of Officer, Partner or Sole Proprietor

Gary S. Schumal Operating Manager
Print Name & Title

ATTEST: if a Corporation

Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by November 16, 2012 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:

Item No.	Items	Unit	Quantity	Unit Cost	Total Cost
1	TREE PROTECTION	FOOT	16820	2-	33640-
2	EARTH EXCAVATION, SPECIAL	CU YD	20,540	27-	554580-
3	TREE ROOT PRUNING	EACH	444	30-	13320-
4	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	78	60-	4680-
5	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	366	100-	36600-
6	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	2,200	18-	39600-
7	POROUS GRANULAR EMBANKMENT, SPECIAL	TON	3,964	17-	67388-
8	TRENCH BACKFILL	CU YD	7,893	36-	284148-
9	PARKWAY RESTORATION, SALT TOLERANT, SPECIAL	SQ YD	38,260	6-	229560-
10	SUPPLEMENTAL WATERING	UNIT	200	1-	200-
11	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	41,800	4.50	188100-
12	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	1,975	17-	33575-
13	HOT-MIX ASPHALT BASE COURSE, 5"	SQ YD	35,000	17-	595000-
14	AGGREGATE FOR TEMPORARY ACCESS	TON	2,500	20-	50000-
15	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	17,500	.01	175-
16	AGGREGATE (PRIME COAT)	TON	100	1-	100-
17	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	4,900	61-	298900-
18	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	2,940	69-	202860-
19	PROTECTIVE COAT	SQ YD	5,948	1-	5948-
20	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	17,863	3.75	66986.25
21	DETECTABLE WARNINGS	SQ FT	500	20-	10000-
22	P.C.C. DRIVEWAY PAVEMENT, SPECIAL, 6"	SQ YD	7059	41-	289419-
23	P.C.C. DRIVEWAY PAVEMENT, SPECIAL, 8"	SQ YD	50	54-	2700-

Village of Downers Grove

24	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, SPECIAL	SQ YD	122	95-	11590-
25	BRICK PAVER DRIVEWAY REMOVE AND REINSTALL	SQ YD	71	95-	6745-
26	BRICK PAVER EDGING REMOVE AND REINSTALL	SQ YD	28	95-	2660-
27	TEMPORARY SURFACE OVER TRENCH - AGGREGATE, 6"	SQ YD	10,900	4-	43600-
28	TEMPORARY BITUMINOUS PATCH	TON	500	60-	30000-
29	SIDEWALK REMOVAL	SQ FT	18,623	1.50	27934.50
30	STORM SEWER, TYPE 1, (RCCP, CL IV) 12"	FOOT	903	29-	25284-
31	STORM SEWER, TYPE 1, (RCCP, CL IV) 15"	FOOT	71	30-	2130-
32	STORM SEWER, TYPE 1, (RCCP, CL IV) 18"	FOOT	97	32-	3104-
33	STORM SEWER, TYPE 1, (RCCP, CL IV) 21"	FOOT	25	37-	925-
34	STORM SEWER, TYPE 1, (RCCP, CL IV) 24"	FOOT	34	43-	1462-
35	STORM SEWER, TYPE 1, (RCCP, CL IV) 27"	FOOT	35	48-	1680-
36	STORM SEWER, TYPE 1, RCCP, CL IV, EQUIVALENT ROUND-SIZE 30"	FOOT	49	56-	2744-
37	PRECAST TRANSITION PIPE, 30" TO 38" BY 24" ELLIPTICAL PIPE	EACH	1	1050-	1050-
38	MANHOLES TO BE ADJUSTED	EACH	63	275-	17325-
39	MANHOLES TO BE REMOVED	EACH	15	500-	7500-
40	CATCH BASINS TO BE REMOVED	EACH	1	500-	500-
41	INLETS TO BE REMOVED	EACH	22	375-	8250-
42	STORM SEWER REMOVAL 10"	FOOT	295	20-	5900-
43	STORM SEWER REMOVAL 12"	FOOT	273	20-	5460-
44	STORM SEWER REMOVAL 15"	FOOT	71	20-	1420-
45	STORM SEWER REMOVAL 18"	FOOT	93	20-	1860-
46	STORM SEWER REMOVAL 21"	FOOT	25	20-	500-
47	STORM SEWER REMOVAL 24"	FOOT	36	25-	900-
48	STORM SEWER REMOVAL 27"	FOOT	35	25-	875-
49	STORM SEWER REMOVAL 30"	FOOT	39	25-	975-

Village of Downers Grove

50	CONNECTION TO EXISTING STORM SEWER	EACH	1	450-	450-
51	STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	3	450-	1350-
52	CONNECT EXISTING STORM SEWERS TO PROPOSED DRAINAGE STRUCTURE	EACH	26	375-	9750-
53	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	1600-	1600-
54	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	23	1600-	36800-
55	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	7	2200-	15400-
56	CATCH BASINS, TYPE A, 6'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	2	3000-	6000-
57	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	1400-	1400-
58	INLETS, TYPE A, TYPE 11V FRAME AND GRATE	EACH	20	1100-	22000-
59	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	24,600	14-	344400-
60	SANITARY SEWER SERVICE RECONNECTION	EACH	115	300-	34500-
61	8" BY 8" TAPPING SLEEVE AND VALVE IN 5' DIAMETER VAULT	EACH	1	5000-	5000-
62	12" BY 8" TAPPING SLEEVE AND VALVE IN 6' DIAMETER VAULT	EACH	1	5500-	5500-
63	RESILIENT-SEATED GATE VALVE, 6" IN 5' DIAMETER VAULT	EACH	1	3000-	3000-
64	RESILIENT-SEATED GATE VALVE, 8" IN 5' DIAMETER VAULT	EACH	27	3200-	86400-
65	DUCTILE IRON WATER MAIN PIPE, 6"	FOOT	65	69-	4485-
66	DUCTILE IRON WATER MAIN PIPE, 8"	FOOT	11,754	48-	564192-
67	WATER SERVICE, 1 1/2", SHORT	EACH	116	1900-	220400-
68	WATER SERVICE, 1 1/2", LONG	EACH	114	2400-	273600-
69	FIRE HYDRANT WITH AUXILIARY VALVE	EACH	45	4000-	180000-
70	CONNECTION TO EXISTING WATER MAIN, NON PRESSURE, 6"	EACH	4	3400-	13600-
71	CONNECTION TO EXISTING WATER MAIN, NON PRESSURE, 8"	EACH	1	3100-	3100-
72	CONNECTION TO EXISTING WATER MAIN, NON PRESSURE, 12"	EACH	1	4500-	4500-
73	WATER MAIN REMOVAL, 6"	FOOT	10	40-	400-
74	WATER MAIN REMOVAL, 8"	FOOT	45	40-	1800-
75	ABANDONMENT OF OLD WATER MAIN	LSUM	1	13000-	13000-

Village of Downers Grove

76	FIRE HYDRANT REMOVAL	EACH	28	1000-	28000-
77	LINE STOP EXISTING MAIN, 6"	EACH	1	4300-	4300-
78	LINE STOP EXISTING MAIN, 8"	EACH	1	4700-	4700-
79	STEEL CASING PIPE, 16"	FOOT	443	40-	17720-
80	EXPLORATORY TRENCH, SPECIAL	CU YD	200	15-	3000-
81	MOBILIZATION	L SUM	1	250,000-	250,000-
82	TRAFFIC CONTROL AND PROTECTION	L SUM	1	9,000-	9,000-
83	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	800	3-	2400-
84	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	54	12-	648-
85	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	50	24-	1200-
86	ADDITIONAL HAULING SURCHARGE, SPECIAL WASTE	LOAD	100	21-	2100-
87	PRECONSTRUCTION VIDEOTAPING	LSUM	1	2500-	2500-
88	CONSTRUCTION STAKING AND RECORD DRAWINGS	LSUM	1	25000-	25000-
89	STREET SWEEPING AND DUST CONTROL	HOUR	300	115-	34500-
90	DUST CONTROL WATERING	UNIT	500	20-	10000-
91	MAILBOX RELOCATION	LSUM	1	.01	.01
92	ENGINEER'S FIELD OFFICE TYPE B	CAL MONTH	8	3000-	24000-
				TOTAL BID	5,489,847.76

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to KINNINGHAM SUBDIVISION, bidder Austin Tyler Construction, LLC
(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 A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

BIDDER'S CERTIFICATION (page 2 of 3)

BY: Gary S. Schumal
Bidder's Authorized Agent

20-3893561

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 20th day of February, 2012



(Fill Out Applicable Paragraph Below)

(a) **Corporation**

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

President: _____

Secretary: _____

Treasurer: _____

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:

<u>Gary S. Schumal</u> Gary S. Schumal	<u>Ronald A. Plunk</u> Ronald A. Plunk
<u>22941 S. ALTAVERA CT</u>	<u>2805 S. CHATHAM ST</u>
<u>MINNEAPOLIS, IL 60647</u>	<u>JEANST, IL 60436</u>

BIDDER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: Austin Tyler Construction, LLC
which name is registered with the office of Austin Tyler Construction, LLC in the state of
ILLINOIS.

(c) Sole Proprietor

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

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

INSURER'S NAME: Acuity

AGENT: Curtis & Beagle

Street Address: 1770 PARK ST.

City, State, Zip Code: NAPERVILLE, IL

Telephone Number: (630) 420-3400

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: Austin Tyler Construction, LLC

Print Name and Title of Authorizing Signature: Gary S. Schumal Operating Manager

Signature: Gary S. Schumal

Date: 2/21/12

MUNICIPAL REFERENCE LIST

Municipality: CITY OF JOLIET
Address: 921 WASHINGTON ST
Contact Name: JIM BOGGS Phone #: (815) 724-4200
Name of Project: JOLIET ST. STREET SCAPES
Contract Value: \$2,207,000 Date of Completion: '07

Municipality: IDOT
Address: 201 WEST CENTER CT
Contact Name: MIKE WATERS Phone #: (847) 705-4300
Name of Project: VARIOUS REPAIRS / ROAD RECONSTRUCTION
Contract Value: \$40,225,000 Date of Completion: '09-'11

Municipality: VILLAGE OF MOKENA
Address: 11004 CARPENTER ST.
Contact Name: MIKE DEONIAS Phone #: (708) 534-9667
Name of Project: TOWNLINE ROAD IMPROVEMENTS
Contract Value: \$990,000.00 Date of Completion: '08

Municipality: WILL COUNTY HEALTH DEPT
Address: JOLIET, IL
Contact Name: BILL BRONCHAK Phone #: (815) 735-7336
Name of Project: RIDGEWOOD PHASE 3-5
Contract Value: \$3,257,000.00 Date of Completion: '10-'11

Municipality: CITY OF JOLIET
Address: 921 WASHINGTON ST, JOLIET, IL
Contact Name: JIM BOGGS Phone #: (815) 724-4200
Name of Project: BLACK RD FM CONTRACT 2 + 3
Contract Value: \$5,450,000.00 Date of Completion: '11-'12

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) MIDWEST MAINTENANCE Type of Work TELEPHONE

Addr: 420 S. WASHINGTON City BARTLETT State IL Zip 60103

2) ADVANCED VIDEO SOLUTIONS Type of Work PROFESSIONAL VIDEO

Addr: 615 BARKER ST. City SKOKIE State IL Zip 60073

3) ALISO LANDSCAPE Type of Work LANDSCAPE

Addr: LAICAGO ST. City JANESVILLE State IL Zip 60436

4) RS HOODMAN Type of Work LAPEL

Addr: 3230 EXETER DR City JANESVILLE State IL Zip 60431

5) DI GIORA BROTHERS Type of Work CONCRETE

Addr: CAROL SAVANNAH - ST CHARLES DR City IL State IL Zip 60128

6) JAMES D. FIALA PAINT Type of Work PAINT

Addr: 500 BANK FRONTAGE City PERU State IL Zip 60440

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

CERTIFICATION OF QUALIFICATIONS

The Bidder hereby certifies that it complies with all requirements of SP-4 including at least three (3) contracts of similar nature and scope within the last five (5) years, and has provided detailed supporting information.

Signed by: Gay A. Schumal (Corporate Seal)
Title: Operating Manager
Name & Address: Austin Tyler Construction, LLC
of Contractor 23343 S Ridge Road
or Vendor Elwood, IL 60421

Project: Knottingham Subdivision Road Reconstruction and Water Main Replacement

Subscribed and sworn to before
me this 20th day of February, 2012

Tina M. Wildrick





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: Austin Tyler Construction, LLC

ADDRESS: 23343 S Ridge Road

Elwood, IL 60421

CITY: _____

STATE: _____

ZIP: _____

PHONE: (815) 726-1090 FAX: (815) 726-1171

TAX ID #(TIN): 20-3093561

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: Gay A. Schmal DATE: 2/21/12

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: Austin Tyler Construction, LLC

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

LABORERS LOCAL 75 - 1L017-0602

OPERATORS LOCAL 150 - 1L008780173

COMMON FINEMAKERS - 1L024890005

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

Print Name and Title of Authorizing Signature: Gary S. Schumal Operating Manager

Signature: *Gary S. Schumal*

Date: 2/21/12

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 Gay J. Schumal
Austin Tyler Construction, LLC

Company Name _____

Title Operating Manager

Date 2/21/12

Certificate of Non-Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

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

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

Suspension or Debarment Certificate

Village of Downers Grove

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

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

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

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

Company Name: Austin Tyler Construction, LLC

Address: 23343 S Ridge Road
Elwood, IL 60421

City: _____ Zip Code: _____

Telephone: (815) 726-1698 Fax Number: (815) 726-1171

E-mail Address: jyoung@austin-tyler.com

Authorized Company Signature: Gary S. Schumal

Print Signature Name: Gary S. Schumal Title of Official: Operating Manager

Date: 2/21/12

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of

Village of Downers Grove

Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

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

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

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

Under penalty of perjury, I declare:

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

Gary S. Schumal
Signature

Gary S. Schumal
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

BID SUBMITTAL CHECKLIST

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

1. Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2. Cover sheet filled-in
3. Bid Form copies filled-in. All copies must have original signatures and seals on them.
4. Bid Bond or cashier's check enclosed with bid package.
5. Schedule of Prices completed. Check your math!
6. Bidder Certifications signed and sealed.
7. Letter from Surety ensuring issuance of Performance and Labor Bonds.
8. Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9. Municipal Reference List completed.
10. Vendor request form W-9 completed.
11. Affidavit (IDOT Form BC-57, or similar).
12. Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.

Austin Tyler Construction, LLC

2/21/2012

Village of Downers Grove
5101 Walnut
Downers Grove, IL 60515

Attn : Scott A. Vasko P.E.

Project : Knottingham Rd Reconstruction and Water Main Replacement

Proposed Project Team

Contact Phone Numbers

Project Manager/ Estimator	Jeff Young	(815) 679-8306
Project Superintendent On site	Bill Krizmanic	(815) 482-8553
Operating Manager	Gary Schumal	(815) 999-2940



Cottingham & Butler

C&B Insurance | SISCO | HealthCorp | Safety Management

Established 1887

John E. Butler, CPCU
David O. Becker
Dean F. Fair, CPCU, ARM
John J. Ottavi, CPCU
Christopher D. Patrick, CPCU, ARM
Joseph L. Broderick, INS, AIC
Mark K. Fitzjerrells, CPCU, ARM, AU, ARe
David J. Franson, CSP
John M. Link, CPCU
Richard V. McKay, CPCU
Jane L. Mueller, ARM
Larry J. Nedder
Bradley J. Plummer, CPCU
L. Mark Spangler

Timothy R. Alexander
Jeffrey K. Bair, AAI
Robert D. Barton
Kim K. Beck, CIC, AAI
Loren L. Belcher
D. Paul Bell
Jamie R. Bishop
Jennifer D. Bockenstedt
Paul E. Butler
Karen T. Chadwick, CPCU, AIS, ARM
Luca A. DeVecchi, AIC
Jason S. Dollins
Paul J. Donovan, CJC, AAI
Kevin W. Felderman
Matt M. Ferris, AU
Dean R. Gilkes, CEBS
C. Joseph Gosney
Terrence D. Greenwood
Jeffery L. Griffith
James C. Hall, MD, FACOG
James A. Hermsen, AIC
Helene M. Hill, CEBS
Brenda K. Hocfler
Robert J. Hohmann
Chad M. Hoppenjan, CDS
Mark D. Kaczmarek
Vickie L. LaGrotta
Eric R. Larsen
Angie K. Long
Trent L. Marting
Tammy A. McClain, HIA
Rebecca J. Miller, AAI, API, AIS
Matt R. Montgomery, CDS
Kara L. Murray
Katherine M. O'Connor
Linda M. Perry
Nicole J. Pfeiffer
Julie M. Ross, CPCU, ARM, AIS, CIC
Dale J. Sabers, CSP
Tom J. Schroeder
Krista L. Sigman
Jared M. Sigwarth, AAI, AU
Richard A. Sigwarth, CEBS, CQM
Kevin E. Smith, CIC, AAI
Sandy K. Stelken
Daniel P. Unmacht, AIC, AIM
Jamic L. Vaassen, AU
John B. Van Dyke
Scott A. Voellinger
Christopher R. Vogel, CIC, AAI

www.cb-sisco.com

February 16, 2012

Village of Downers Grove
5101 Walnut
Downers Grove, IL

RE: Austin Tyler Construction, LLC
Job: Knottingham Subdivision Road Reconstruct & Water Main Replacement

To Whom It May Concern:

This letter is to confirm that Cottingham & Butler on behalf of Acuity Insurance Mutual will provide the required insurance coverage for the above referenced project.

Please contact me with any questions.

Sincerely,

Tammie McGeever
Account Administrator
C&B Insurance Services
630-420-3400 Ext. 104
630-420-8520 Fax
E-Mail: TMcGeever@Cottinghambutler.com



C&B INSURANCE
300 Security Building
P.O. Box 28
Dubuque, IA 52004-0028
(563) 587-5000
(800) 793-5235
Facs (563) 583-7339

C&B INSURANCE
1770 Park Street
Suite 210
Naperville, IL 60563
(630) 420-3400
(800) 509-4302
Facs (630) 420-8520

SISCO (P/C CLAIMS)
300 Security Building
P.O. Box 28
Dubuque, IA 52004-0028
(563) 587-5000
(800) 793-5235
Facs (563) 587-5200

SISCO (BENEFITS)
300 Security Building
P.O. Box 389
Dubuque, IA 52004-0389
(563) 587-5000
(800) 457-4726
Facs (563) 587-5500

SAFETY MANAGEMENT
300 Security Building
P.O. Box 28
Dubuque, IA 52004-0028
(563) 587-5000
(800) 793-5235
Facs (563) 587-5514



THE GRAY INSURANCE COMPANY - THE GRAY CASUALTY & SURETY COMPANY

Telephone 630-428-9370
Facsimile 630-428-9380

24024 Brancaster Dr.
Naperville, IL 60564

February 16, 2012

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

RE: Austin Tyler Construction, LLC
Knottingham Subdivision Road Reconstruction and Water Main Replacement

To Whom It May Concern:

We are pleased to confirm our surety relationship with Austin Tyler Construction, LLC. Should Austin Tyler be the low bidder on the captioned project we will provide performance and payment bonds on the project subject to the following:

Final approval of any performance and payment bond is subject to a complete review and acceptance of the terms and conditions of the contract, bond forms, and maintenance terms.

We consider Austin Tyler Construction, LLC a valued bond client and we value our continued relationship. Please feel free to contact me with any questions you may have regarding our relationship with our client.

Sincerely,

A handwritten signature in cursive script that reads 'John M. Davis'.

John M. Davis
Regional Manager
THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

BID BOND

Conforms with the American Institute of Architects
A.I.A. Document No. A-310

THE GRAY SURETY OFFICE

2750 Lake Villa Drive Phone: (504) 780-7440
Suite 300 Fax: (504) 780-9211
Metairie, LA 70002

KNOW ALL MEN BY THESE PRESENTS:

That Austin Tyler Construction, LLC

(Name of Principal)

of 23343 S. Ridge Road, Elwood, IL 60421

(Address of Principal)

hereinafter called the Principal, and The Gray Casualty & Surety Company X The Gray Insurance Company
of Metairie, Louisiana, a corporation duly organized under the laws of the State of Louisiana, as Surety, hereinafter called Surety, are
held and firmly bound unto Village of Downers Grove, 5101 Walnut, Downers Grove, IL

(Name of Obligee)

as Obligee, hereinafter called Obligee, in the sum of 5% of Bid Amount

Dollars \$ ~~~~~, for the payment of which sum 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 ST-011 + WA-032 Knottingham Subdivision Rd Reconstruct
(Job Number) (Full Name of Job)

And Water Main Replacement

(Location of Job)

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 specialized 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 of 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 this 16th DAY of February A. D. 2012

Austin Tyler Construction, LLC SEAL
(Principal)

[Signature]
(Witness)

By: [Signature]
(Signature & Title) Gary Schumal, Operating Manager

The Gray Insurance Company SEAL
(Surety)

[Signature]
(Witness)

By: [Signature]
(Attorney-In-Fact) Tamara McGeever

The Gray Surety Office

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **L. Mark Spangler, Tamara McGeever, and Anne E. Re of Naperville, IL** jointly or severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of The Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 5th day of January, 2012.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 5th day of January, 2012, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this

day of



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: KNOTTINGHAM SUBDIVISION ROAD
RECONSTRUCTION & WATER MAIN REPLACEMENT

PROPOSAL/BID NUMBER: ST-011 & WA-032

PROPOSAL/BID OPENING: FEBRUARY 21, 2012

ADDENDUM NO.: 1

PROPOSER/BIDDER: AUSTIN TYLER CONSTRUCTION

ADDRESS: 23343 S. RIDGE RD, BURNING, IL 60421

RECEIVED BY: JEFF YOUNG
(NAME)

[Signature]
(SIGNATURE)

DATE: 2/17/12

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

ADDENDUM NO. 1

FOR

**KNOTTINGHAM SUBDIVISION ROAD RECONSTRUCTION & WATER
MAIN REPLACEMENT**

ST-011 & WA-032

February 17, 2012

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

ITEM AND DESCRIPTION:

1. The Acknowledgement of Receipt of Addendum for this addendum **MUST** be included in the bid package. Bid packages not including signed Acknowledgement Sheets may be **REJECTED**.
2. Please add the following to SP-2 General Construction Requirements; The Engineer shall have the right to modify the phasing plan as necessary with no additional compensation to the contractor.

**End of Addendum No. 1
February 17, 2012**

Village of Downers Grove

V. BID and CONTRACT FORM (Village)

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

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

BIDDER:

Austin Tyler Construction, LLC
Company Name

2/21/12
Date

23343 S Ridge Road
Street Address of Company Wood, IL 60421

jyoung@Austin-Tyler.com
E-mail Address

City, State, Zip

JOFF YOUNG
Contact Name (Print)

(815) 726-1090
Business Phone

(815) 726-1090
24-Hour Telephone

(815) 726-1171
Business Fax

Gary S. Schumal
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

Gary S. Schumal Operating Manager
Print Name & Title

Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by November 16, 2012 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

Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

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

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

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

Under penalty of perjury, I declare:

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

Gary S. Schumal
Signature

Gary S. Schumal
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

2012-2016 Capital Project Sheet

Project # **WA-032**

Project Description **Watermain Replacement, Knottingham**

Project summary, justification and alignment to Strategic Plan

The watermain in the Knottingham subdivision dates to the late 70s. We have been experiencing a greater number of breaks on it in recent years and determined that it would be prudent to have the system replaced prior to or in conjunction with the proposed roadway reconstruction project.

Cost Summary	New	Maintenance	Replacement	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
Professional Services										-
Land Acquisition										-
Infrastructure			X	1,600,000						1,600,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				1,600,000	-	-	-	-	-	1,600,000
Funding Source(s)										
481-Water Fund	▼			1,600,000						1,600,000
	▼									-
	▼									-
	▼									-
TOTAL FUNDING SOURCES				1,600,000	-	-	-	-	-	1,600,000

Project status and completed work

Design commenced in 2011 along with design of street reconstruction. It is anticipated that construction will commence in 2012.

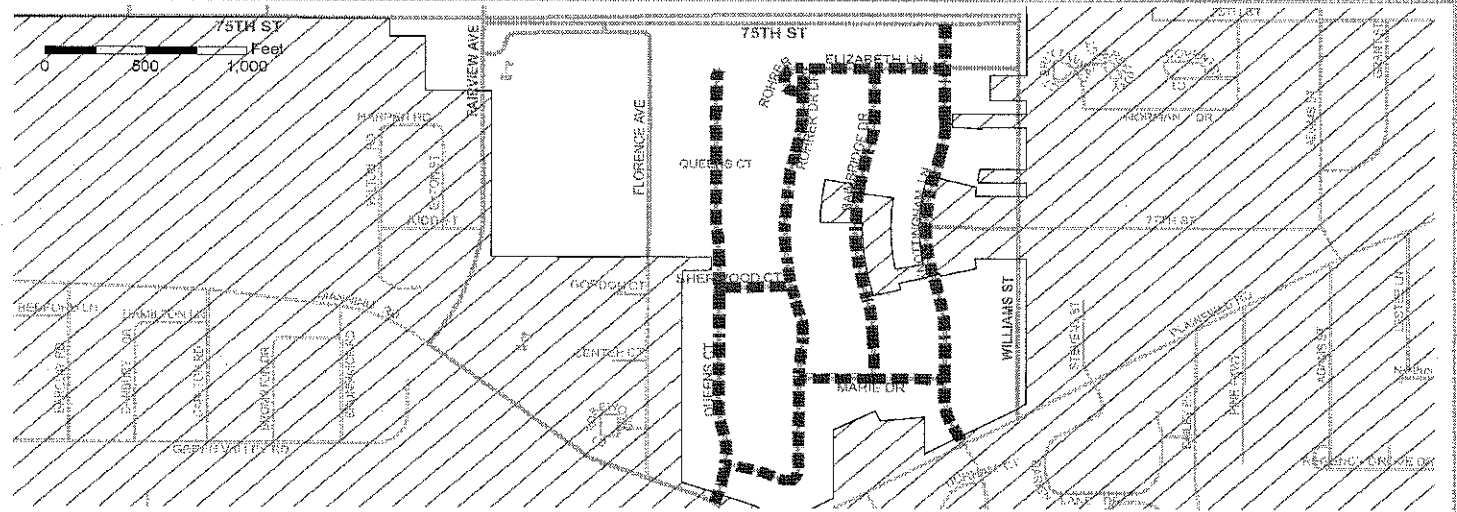
Grants (funded or applied for) related to the project

None.

Impact-annual operating expenses	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

This project will reduce operating expenses by eliminating the need for costly emergency repairs on the old watermain.

Map/Pictures of Project



Priority Score **A**

Project Manager:

David Bird

Program: **394**

Department:

Public Works

2012-2016 Capital Project Sheet

Project # **ST-011**

Project Description **Roadway Reconstruction, Knottingham**

Project summary, justification and alignment to Strategic Plan

The reconstruction of Knottingham, Baimbridge, Rohrer, Queens, Sherwood, Marie and Elizabeth are included in this project. This subdivision was built in the mid 1970's with inadequate roadway drainage and utilized a pozzolonic road base. This material has a very poor performance history and deteriorates rapidly. The entire roadway system within Knottingham must be reconstructed.

Cost Summary	New	Maintenance	Replacement	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
				Professional Services				325,000		
Land Acquisition										-
Infrastructure		X		4,850,000						4,850,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				5,175,000	-	-	-	-	-	5,175,000

Funding Source(s)	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Yrs	TOTAL
220-Capital Improvements Fund	5,175,000						5,175,000
							-
							-
							-
TOTAL FUNDING SOURCES	5,175,000	-	-	-	-	-	5,175,000

Project status and completed work: Design commenced in 2011. It is anticipated that construction will occur in 2012. Water main replacement will be coordinated with this project.

Grants (funded or applied for) related to the project: None.

Impact-annual operating expenses	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

The reconstruction of these roads will initially reduce current maintenance costs by eliminating the need for emergency patching, extra sweeping and removal of aggregate after snow plow operations.

Map/Pictures of Project

