

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MARCH 5, 2013 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
BID: Washington Street Improvements, Burlington to Maple (ST-010, WA-033, SW-079)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the Washington Street Improvements to John Neri Construction Co., Inc. of Addison, Illinois in the amount of \$941,849.15.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY13 budget includes \$1,050,000 for this project in three funds:

- Capital Projects Fund: Washington Street Pavement Rehabilitation for \$500,000
- Water Fund: Washington Street Watermain Replacement for \$400,000
- Stormwater Fund: Washington Street Storm Sewer Replacement for \$150,000

The recommended bid amount of \$941,849.15 includes a base bid of \$898,449.15 and an alternate bid of \$43,400, which will be reimbursed to the Village by the Downers Grove Sanitary District.

RECOMMENDATION

Approval on the March 12, 2013 consent agenda.

BACKGROUND

The base bid for Washington Street Improvements, Burlington Avenue to Maple Avenue, consists of the replacement of approximately 1,485 linear feet of 6" and 8" watermain and 910 linear feet of 12" and 15" storm sewer, curb and gutter replacement, road resurfacing, asphalt patching, intermittent sidewalk replacement, and curb extensions at the intersection of Washington and Curtiss with crosswalk improvements. The alternate bid item consists of replacement of the existing sanitary manholes along Washington Street. The Village will be reimbursed for the cost of the alternate bid item by the Downers Grove Sanitary District.

Fourteen bids were received on February 14, 2013. A synopsis of the bids is as follows:

Contractor	Total Base Bid Amount	Total Alternate Bid Amount	Total Bid Amount	
JOHN NERI CONSTRUCTION	\$898,449.15	\$43,400.00	\$941,849.15	Low
SWALLOW CONSTRUCTION	\$909,365.00	\$55,740.00	\$965,105.00	
S & K EXCAVATING	\$954,438.00	\$52,375.00	\$1,006,813.00	
PIRTANO CONSTRUCTION	\$969,059.00	\$41,050.00	\$1,010,109.00	

A LAMP CONCRETE CONTRACTORS	\$951,117.75	\$63,125.00	\$1,014,242.75
TRINE CONSTRUCTION	\$980,945.70	\$37,150.00	\$1,018,095.70
SCHROEDER ASPHALT SERVICES	\$1,027,052.20	\$89,875.00	\$1,116,927.20
J. CONGDON SEWER SERVICE	\$1,055,428.50	\$72,500.00	\$1,127,928.50
CERNIGLIA COMPANY	\$1,180,004.00	\$72,325.00	\$1,252,329.00

RECOMMENDATION

John Neri Construction Co., Inc. satisfactorily completed the 2012 Watermain Improvements Contract A. Neri Construction has also satisfactory performed on various projects for other local municipalities including water main improvements for the Village of Villa Park and City of Prospect Heights. Staff recommends award of this contract to John Neri Construction Co., Inc.

ATTACHMENTS:

Contract Documents

Contract Forms

Campaign Disclosure Form

Capital Project Sheets ST-010, WA-033, SW-079

Contractor Evaluation



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: JOHN NERI CONSTRUCTION CO. INC
- II. Instructions and Specifications:
- A. Bid No.: ST-010, WA-033, ST-010
 - B. For: WASHINGTON STREET IMPROVEMENTS, BURLINGTON TO MAPLE
 - C. Bid Opening Date/Time: THURSDAY, FEBRUARY 14, 2013 @ 11:00 AM
 - D. Pre-Bid Conference Date/Time: THURSDAY, FEBRUARY 7, 2013 @ 11:00 AM (OPTIONAL)
 - E. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT, DOWNERS GROVE
 - F. Plans Available for pickup at the Public Works Building, 5101 Walnut Downers Grove, IL 60515.
- 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: THURSDAY, JANUARY 31, 2013

This document comprises 93 pages

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

TOMASZ J TOPOR, PE
PROJECT ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5460
FAX: 630/434-5495
www.downers.us

Village of Downers Grove

CALL FOR BIDS – FIXED WORKS PROJECT

Bid No.: ST-010, WA-033, ST-010

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:
THURSDAY, FEBRUARY 14, 2013 @ 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 proposal, bonds and all required certifications.
 - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
 - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
 - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
 - 1.2.6 Work – the construction or service defined herein.
 - 1.2.7 Day – unless otherwise stated all references to day "Day" "Days", "day" or "days" shall refer to calendar days.
 - 1.2.8 Proposal Guaranty – the required bid deposit.
- 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Tomasz Topor, 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 the 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 Work 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 whatsoever 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 whatsoever 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

Village of Downers Grove

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, bonds, 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 may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.
- 3.2 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 ten percent (10%) 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 the 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 the 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

Village of Downers Grove

- 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 Bids 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 contractor 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 Bids, however, will not be waived.

Village of Downers Grove

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 5/1-101 et. seq, and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

26. SEXUAL HARASSMENT POLICY

- 26.1 The Contractor, 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 Contractor'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, military status, order of protection status, 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

Village of Downers Grove

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, order 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 Contractor'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 Contractor, 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.

Village of Downers Grove

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

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

28.1.2 Establishing a drug free awareness program to inform 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 subparagraph 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

Village of Downers Grove

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

- 31.1 The Contractor 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 Contractor further represents and warrants to the Village that the it 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 Contractor 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	\$2,000,000	Each Claim
(pursuant to section.9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 32.2 Comprehensive 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 Commercial 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 the 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) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the 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 of 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 from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.

Village of Downers Grove

- 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 subcontracted 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 subcontracts 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.
- 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.

Village of Downers Grove

- 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

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 subcontractors.

44. WAIVER OF 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.

Village of Downers Grove

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 March, 2006.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

2. COOPERATION OF CONTRACTOR

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

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

- 3.1 Section 107 of the SSRBC shall govern the Contractor's legal regulations and responsibility to the public, with the following additions:
 - 3.1.1 PROJECT SAFETY. Add the following to Article 107.28:
 - 3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well being of those engaged in the completion of the Work specified in this Contract.
 - 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 and/or regulations of the Occupation Safety and Health Administration (OSHA) and 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 The awarded Contractor shall schedule his work such that all improvements shall be substantially complete by. Substantial completion shall mean all work excluding possible full parkway turf restoration. Although actual sod placement may be delayed until more favorable weather conditions, all disturbed turf areas shall be backfilled and dressed and left in a safe and useable condition conducive to possible foot traffic and to the satisfaction of the Village. The completion date will remain binding throughout the duration of the contract unless revised in writing by the Village.

Village of Downers Grove

- 4.1.2 The total duration of disturbance for work related to means of public egress through the project site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed 10 calendar days. The contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.
- 4.1.3 The Contractor shall also make special note of the following work schedule requirements:
 - (a) Project Completion within 75 calendar days from the date of the Notice to Proceed
- 4.1.4 Should the Contractor fail to complete the aforementioned work in sections 4.1.2, 4.1.3, or 4.1.4 on or before the specified completion dates or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.
- 4.1.5 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.
- 4.1.6 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. The Village reserves the right to require adjustments to scheduling of work.

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.

GENERAL SCOPE OF WORK

Description: The WASHINGTON STREET IMPROVEMENTS, BURLINGTON TO MAPLE project shall generally consist of the following:

Base Bid:

- 1,485 LF of 6" and 8" DIP,
- 545 LF of 12" RCP storm sewer,
- 365 LF of 15" RCP storm sewer,
- 5700 SY of HMA surface removal,
- 670 Tons of HMA surface course,
- 430 Tons of HMA leveling binder,
- 2555 LF of combination concrete curb and gutter removal and replacement,
- 5475 SF of PCC sidewalk removal and replacement,
- Related driveway removal and replacement, full depth pavement removal and replacement, thermoplastic pavement marking and parkway restoration.

Alternate Bid:

- Install five (5) Sanitary Manholes within the limits of the project
- Additional pavement removal and replacement and Traffic Control to perform this work.

INDEX OF SPECIAL PROVISIONS

SP-1	GENERAL CONSTRUCTION REQUIREMENTS	25
SP-2	SCHEDULE OF WORK	26
SP-4	CONSTRUCTION STAKING AND RECORD DRAWINGS.....	27
SP-5	PRE-CONSTRUCTION VIDEOTAPING.....	28
SP-6	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	28
SP-7	TREE PROTECTION	30
SP-8	TREE ROOT PRUNING.....	32
SP-9	ACCESS AND WATER SHUT-OFF NOTIFICATION	33

Village of Downers Grove

SP-10	PARKWAY RESTORATION, SALT TOLERANT, SPECIAL	33
SP-11	STREET SWEEPING AND DUST CONTROL	34
SP-12	EROSION AND SEDIMENTATION CONTROL	34
SP-13	TEMPORARY BITUMINOUS PATCH	35
SP-14	TEMPORARY SURFACE OVER TRENCH – (AGGREGATE).....	35
SP-15	TRENCH BACKFILL.....	36
SP-16	EXPLORATORY TRENCH, 60" DEEP, SPECIAL	37
SP-17	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	37
SP-18	CLASS D PATCHES, (DEPTH AS SPECIFIED), SPECIAL.....	38
SP-19	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	39
SP-20	COMBINATION CONCRETE CURB AND GUTTER OF TYPE SPECIFIED	39
SP-21	PORTLAND CEMENT CONCRETE SIDEWALK.....	40
SP-22	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH (COLORED).....	42
SP-23	DETECTABLE WARNINGS	42
SP-24	HOT-MIX ASPHALT DRIVEWAY	43
SP-25	PORTLAND CEMENT CONCRETE DRIVEWAY	43
SP-26	TEMPORARY RAMP, HMA.....	44
SP-27	DECORATIVE PAVER DRIVEWAY OR SIDEWALK REMOVAL & REPLACEMENT	44
SP-28	MANHOLES OR INLETS, TO BE ADJUSTED OR RECONSTRUCTED.....	45
SP-29	DUCTILE IRON WATER MAIN PIPE (TYPE & SIZE SPECIFIED).....	46
SP-30	POLYETHYLENE ENCASEMENT	47
SP-31	WATER MAIN FITTINGS.....	47
SP-32	WATER SERVICE REPLACEMENT	47
SP-33	THRUST RESTRAINT.....	48
SP-34	WATER SYSTEM SHUTDOWN	49
SP-35	CONNECTION TO EXISTING WATER MAIN.....	49
SP-36	VALVES	49
SP-37	FIRE HYDRANT WITH AUXILIARY VALVE.....	50
SP-38	FIRE HYDRANT REMOVAL	51
SP-39	STEEL CASING PIPE, (SIZE)	51
SP-40	PRESSURE TESTING.....	52
SP-41	CHLORINATION.....	53
SP-42	ABANDONMENT OF OLD WATER MAIN	53
SP-43	LINE STOP EXISTING MAIN	54
SP-44	ADJUSTING WATER SERVICE LINES	54
SP-45	LEAK DETECTION	55
SP-46	STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED).....	55
SP-47	DRAINAGE STRUCTURE TO BE REMOVED	56
SP-48	STORM SEWER REMOVAL (SIZE SPECIFIED)	57
SP-49	HOT SYNTHETIC PATTERNED TEXTURED PAVING.....	57
SP-50	POROUS GRANULAR EMBANKMENT, SUBGRADE SPECIAL	59
SP-51	IEPA CLEAN CONSTRUCTION AND DEMOLITION DEBRIS	60
SP-52	RESTRICTOR PLATE (SIZE SPECIFIED).....	62
SP-53	EXISTING UTILITIES	62
SP-54	CLEANING UP.....	63
SP-55	SANITARY SERVICE RECONNECTION	63
SP-56	MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	64
SP-57	DOWNERS GROVE SANITARY DISTRICT SPECIFICATIONS.....	65

SP-1 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.

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

If the project requires the phasing of construction, the contractor is to follow the phasing shown in the plan set. Any variations in the phasing plan shown on the plan set must be approved in writing by the Engineer before construction begins. The contractor will not be allowed to proceed to another phase without the approval of the Engineer. **The contractor will receive no additional compensation for constructing the project in phases.**

No more than three hundred linear feet (300 LF) of pavement may be open-cut and closed to use by the motoring public, and access to all individual drives within the current work zone must be restored at the end of each workday, unless a Village-approved phasing plan shows otherwise.

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

Pedestrian access to local businesses and commercial buildings shall be maintained at all times. Contractor shall be responsible for providing safe temporary access to buildings entrances adjacent to construction areas.

SP-2 SCHEDULE OF WORK

The awarded Contractor shall schedule his work such that all improvements shall be installed by **June 15, 2013**. 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 SSRBC.

The total duration of disturbance for work related to means of public egress through the project site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed 10 calendar days. Failure to start and finish this work (including curing time for concrete) within the timeframe specified will result in assessment of liquidated damages at the rates identified in Article 108.09 of the SSRBC. The contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.

SP-3: QUALIFICATIONS OF BIDDER

In addition to those requirements set forth in Section 10.1 above, 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

Village of Downers Grove

Bidder must submit the following information for itself and for each Sub-Contractor which is proposed for earthwork, paving or underground utility work:

a. Similar Project Experience

- i. Bidder must provide detailed information regarding past 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.
- iii. Bidder must submit the Certification of Qualifications form with the Bid.

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-4 CONSTRUCTION STAKING AND RECORD DRAWINGS

Description: 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.

Village of Downers Grove

Watermain GPS Code List

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

Stormwater GPS Code List

Field Name	Description	Entry
Lid_Type	frame and grate type	solid, open, b-hive, rollback, square, guard, other, none
Structure		inlet, manhole, catch basin, endsection, culvert, bridge, blind tap, other, none
Inverts (no inverts = 0)	# of inverts	
Strct_Dept (ft)	structure depth	
Invert_Dep (ft)	invert depths, starting at north position going clockwise	
Invert_Siz (in)	invert sizes, starting at north position going clockwise	
Invert_Mat	invert material starting at north position going clockwise	RCP, CMP, PVC, clay, ductile iron, plastic, other, none
Flow_Angle		90 degrees, 135 degrees, straight through, 1 hole, junction, other, none
Flow_Direc		north, south, east, west, NE, NW, SE, SW, divide
Strct_Matr	structure material	cast, block, brick, unknown, other, none, clay
Condition	structure condition	new, good, repair, replace, clean, unknown
Point_Loca	location of shot taken on rim	Center, Rim, Centr Side, 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-5 PRE-CONSTRUCTION VIDEOTAPING

Description: 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-6 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. Placement and maintenance of all traffic control devices shall be in accordance with the applicable

Village of Downers Grove

parts of Article 107.14 and Section 701 of the Standard Specifications and included Highway Standards. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices and as indicated on the Traffic Control Plan.

The Contractor shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such circumstances may include, but not be limited to work performed along the route under construction, road closures for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work. The Contractor shall ensure that work zone in question is properly signed, barricaded and otherwise marked.

The Contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations shall be protected by Type I barricades equipped with working bi-directional flashing lights at each end of the excavation, as well as at 50-foot intervals between ends for excavations greater than 50 feet in length and weighted down by **one sandbag per each barricade**. All street closures shall be protected by Type III barricades equipped with working bi-directional flashing lights and weighted down by **eight sandbags per each barricade**.

The Contractor shall plan the work not to leave any open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.

In the event that one direction of vehicular travel must be closed, the Contractor shall use certified flaggers (minimum of two) to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the lane closures, and shall issue written authorization prior to closure. Presence of certified flaggers shall be required anytime the contractor's activities may impede the designated flow of traffic.

In the event that the Contractor opts to temporarily close both lanes of traffic, the Contractor shall be assessed a \$1500.00 fee for every day that the street remains closed. Partial days shall be charged as full days, with no proration given. The Contractor shall set up a detour route to direct traffic around the work area. Notice of street closure and a detour route plan shall be presented to the Engineer for approval at least 72 hours prior to closing the street. The Engineer shall approve proper signing and barricading of the detour route and shall issue written authorization prior to closure.

No street closure shall be permitted without the express written permission of the Engineer. No street closure may exceed 800 linear feet, nor be in effect from Friday at 3:30PM to Monday at 9:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.

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

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

As the condition and location of the work changes, the Contractor shall maintain all traffic control devices

and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or proper for the situation ahead shall be covered or taken down. Barricading and signage shall be monitored by the Contractor on a daily basis to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.

The Contractor shall provide a name and phone number of a responsible party capable of providing emergency service, 24 hours per day, for the duration of the Project.

DEFICIENCY CHARGE:

The primary concern of the Village is to maintain a safe travel way for the public and a safe environment for the work in the construction zone. The Contractor is expected to comply with the Standard Specifications, contract plans, the Special Provisions and directions from the Engineer concerning traffic control and protection. The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall immediately respond correcting traffic control deficiencies by dispatching workers, materials and equipment to correct such deficiencies.

Failure to comply with directions from the Engineer for corrections or modifications to the traffic control and protection will result in a deduction of either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater, in accordance with Article 105.03. This charge is separate from the cost of any corrective work ordered. The Contractor shall not be relieved of any contractual responsibilities by the Village's actions.

Basis of Payment: This work shall be paid for at the contract **Lump Sum** price for **TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS**

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

SP-7 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.

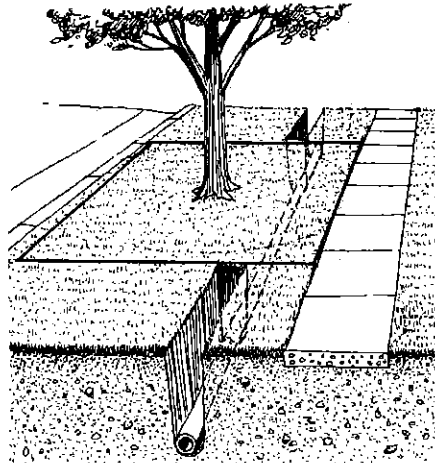
Tree protection shall include avoiding damage to the above ground tree branches and trunk, and the below ground root system and surrounding soil. Tree crowns and trunks shall not suffer any branch or bark loss. Roots shall be protected from compaction, storage of materials, severing, regrading of the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

Village of Downers Grove

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.

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



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 roundway keystops and domestic service boxes are to be as small as practical with excavation occurring in a direction away from the adjacent public parkway tree.

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 will be paid for at the contract unit price per **FOOT** for:

TREE PROTECTION,

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

SP-8 TREE ROOT PRUNING

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

Approval by the Village Forester of the equipment to be used for root pruning, as well as the proposed path of the root pruning work, is required prior to the work being performed. The Engineer or his representative shall

Village of Downers Grove

permit no excavation until written approval is obtained by the Contractor from the Village Forester. Additionally, no materials or equipment may be stored or kept in the Tree Protection Zone. Tree damage, as determined by the Village Forester, shall be assessed to the Contractor using the most recent edition of the Guide for Plant Appraisal, published by the International Society of Arboriculture.

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

SP-9 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.

SP-10 PARKWAY RESTORATION, SALT TOLERANT, SPECIAL

Description: 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 throughout 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 from a minimum of one and one-half (1-1/2) feet to a maximum of three (3) feet behind or 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 shall 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 excavation and 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 more than three (3) feet behind the back of curb or more than three (3) feet adjacent to newly constructed driveway or sidewalk or more than six (6) feet either side of the newly placed storm sewer or pipe culvert 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**.

SP-11 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 **HOUR** for

STREET SWEEPING AND DUST CONTROL,

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

SP-12 EROSION AND SEDIMENTATION CONTROL

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

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

Village of Downers Grove

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 SSRBC, except as amended herein.

DEFICIENCY CHARGE:

The Village reserves the right to apply deficiency deductions per the applicable portions of Article 105.03 of the SSRBC.

Basis of Payment: This work shall be considered **INCIDENTAL** to the project, **EXCEPT** for **INLET FILTERS** shall be paid for separately.

SP-13 TEMPORARY BITUMINOUS PATCH

Description: 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-14 TEMPORARY SURFACE OVER TRENCH – (AGGREGATE)

Description: 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 SSRBC. The depth of the temporary surface over trench shall equal the depth of the proposed, final asphalt patch (11").

Construction Requirements:

Aggregate surface shall be constructed in accordance with the applicable portions of Section 402 of the SSRBC, 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.

Materials:

Aggregate used for temporary access shall be of CA-6 gradation and shall meet the requirements of Section 1004.04 of SSRBC, 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),

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-15 TRENCH BACKFILL

Description: All trenches and excavations beneath pavements and driveways, as shown on plans or as directed by the Engineer in the field, will require Case III **SELECTED GRANULAR BACKFILL** meeting the gradation of Type A of Sec. 20-5.03 of the Water and Sewer Specs and as specified on the Details Sheet, p.18 of the Plans.

Trench Backfill, CA-6 shall meet the requirements of Section 1004 of the SSRBC, gradation to be "CA-6", except that GR-7 gravel will not be allowed. Select Granular Backfill, CA-6 should be used when under or within 2' of paved areas or structures, and shall extend from 1' above the pipe to at least 9" below the street surface.

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

All backfilling shall be done in accordance with Section 20-4.06 of the Water and Sewer Specs. Specifically, all trenches and excavations other than those shown on the plans or designated by the Engineer to receive **SELECTED GRANULAR BACKFILL, CA-6** shall be backfilled by any acceptable method which will not dislodge or damage the pipe, or cause bridging action in the trench. Spoil material may be used as backfill in turf areas. In turf areas, **SELECTED GRANULAR BACKFILL, CA-11** shall be used to a height of one (1) foot above the top of the storm sewer pipe, and the balance of the backfill may be approved excavated material.

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

Payment shall be made only for the placement of SELECTED GRANULAR BACKFILL, CA-6 as Final

Backfill. Backfill of approved excavated material shall be considered incidental to the contract price.

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

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

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

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

TRENCH BACKFILL,

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

SP-16 EXPLORATORY TRENCH, 60" DEEP, 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. The nominal depth of the exploratory dig shall be 60".

After the excavation has been inspected, it shall be backfilled as directed by the Engineer. If it 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 IDOT Standard Specifications.

Trench Backfill will not be measured for payment.

This work will be paid for at the contract unit price per **LINEAR FOOT** for **EXPLORATORY TRENCH, 60" DEEP, SPECIAL**, measured as specified, which price shall include excavation, backfill and legal disposal of excess material.

SP-17 HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

Description: This work shall be done in accordance with Section 440 of the SSRBC except as amended herein.

At those locations designated for HMA Surface Removal, Variable Depth, existing HMA material over

existing concrete or brick bases varies in thickness. Unless otherwise directed by the Engineer, it is intended that existing HMA surface is to be removed exposing the underlying concrete or brick base.

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

HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH,

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

SP-18 CLASS D PATCHES, (DEPTH AS SPECIFIED), SPECIAL

Description: This work shall consist of pavement patching by methods and with materials in accordance with Sec. 442 of the Standard Specifications, except as amended herein.

The Contractor shall not use equipment of excessive size or weight that causes damage to existing pavement or appurtenances. Any damage done to the existing pavement or appurtenances that are to remain in place shall be repaired or removed and replaced by the Contractor at his/her own expense, as directed by the Engineer.

Pavement patching shall include the saw cutting of existing pavement to a depth not less than four inches (4") or nine (9") where marked in the field by the Engineer. Pavement patches shall vary in area but minimum width shall be measured at six feet (6'). Pavement patching shall be to a depth not less than four inches (4") or nine inches (9"), and shall be a minimum of 4" or 9" below milled surface when Hot-Mix Asphalt Surface Removal is called for. Full depth removal of existing concrete crosswalks shall be included as part of this pay item.

Where applicable the existing subbase shall be leveled and compacted. Where remaining base is existing HMA, PCC or brick, the bottom of each prepared hole shall be free of all loose material and a bituminous prime shall be applied to the bottom prior to replacement of HMA patches.

The use of surface removal equipment that complies with Art. 440.04 of the SSRBC will be permitted. The edges of the patch shall be smooth and free of loose material to a depth of not less than four inches or nine inches.

The hot-mix asphalt material shall conform to the requirements for Hot-Mix Asphalt Binder Course, IL-19.0, N50.

Method of Measurement: Pavement removal and replacement will be measured for payment in place, and the area computed in square yards.

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

CLASS D PATCHES, 4" SPECIAL or CLASS D PATCHES, 9" SPECIAL

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

SP-19 COMBINATION CONCRETE CURB AND GUTTER REMOVAL

Description: This work shall consist of the removal of existing P.C.C. Curb and Gutter of the type and size at the locations noted in Schedule of Quantities. This work shall be performed in accordance with Section 440 of the Standard Specifications, except as amended herein.

This work shall include a full depth, perpendicular, straight joint sawn at the ends and all edges, including along the edge of pavement, of portions to be removed, unless otherwise directed by the Engineer.

This work shall include a full depth, parallel sawcuts along the edge of pavement to ensure clean curb & gutter removal and minimum damage to the concrete base.

This work shall include removal of any existing HMA overlay on top of the existing gutter.

At those locations where curb removal operations fall within the Critical Root Zone (CRZ) the Contractor will be required to trench with a "chain" driven trencher immediately back of curb prior to curb removal. This procedure will proceed uninterrupted through the CRZ and insure general tree root pruning. The width of the CRZ shall be determined as noted in the general provision for TREE PROTECTION elsewhere in these documents. If it is determined that proposed removal methods do not cause undo harm to adjacent roots, the Village Forester may waive the need to perform trenching.

During removal operations Contractor shall take special care not to damage or extend sawed joint into adjacent appurtenances such as driveways and sidewalks which are to remain in place. During machine sawing operations Contractor shall also take special care to remove, clean, or otherwise account for any residue / slurry produced by the sawing so material will not be tracked by either vehicular or foot traffic onto adjacent appurtenances which are to remain in place.

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

COMBINATION CONCRETE CURB AND GUTTER REMOVAL

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

SP-20 COMBINATION CONCRETE CURB AND GUTTER OF TYPE SPECIFIED

Description: This work shall consist of the replacement of existing PCC Curb and Gutter in accordance with the applicable parts of Sec. 606 of the Standard Specifications, except as amended herein.

Replacement of curb and gutter shall include the placement of three-quarter inch (3/4") premolded expansion joint filler along the back of curb, for the full depth of the curb and gutter, where abutting existing concrete.

Transverse expansion joints with 3/4" joint filler shall be constructed at five feet (5') either side of utility structures, and at no more than ninety foot (90') intervals. All expansion joints shall include the placement of two (2) three-quarter inch (3/4") dowel bars with pinched stop caps as specified on detail sheet. Two (2) three quarter inch (3/4") dowel bars shall also be placed at all construction joints as specified on detail sheet and shall be drilled into existing curb and gutter a minimum of six inches (6").

New curb and gutter shall be backfilled with existing excavated earth.

Transverse contraction joints shall be constructed at no more than fifteen foot (15') intervals.

When new curb and gutter is placed adjacent to concrete pavement or base, it shall be tied along the longitudinal construction joint with No. 6 (3/4") bars at 24" centers in accordance with the applicable portions of Article 420.05 of the Standard Specifications.

Placement of curb and gutter as noted on Schedule of Quantities to be reinforced shall also include the placement of two (2) No. 4 (1/2") epoxy coated deformed reinforcement bars meeting the applicable portions of Section 508 of the Standard Specifications. Bars shall be placed at one-half depth of the body of the gutter running the entire length of newly placed sections. Curb and gutter placed as described in this paragraph will be paid for as COMBINATION CONCRETE CURB AND GUTTER (TYPE SPECIFIED), REINFORCED.

Including placement of reinforcement bars, placement of curb and gutter as noted on Schedule of Quantities to be reinforced, high early shall be placed with concrete materials meeting the applicable portions of Section 442 of the Standard Specifications. A calcium chloride accelerator will not be permitted. Curb and gutter placed as described in this paragraph shall be paid for as COMBINATION CONCRETE CURB AND GUTTER (TYPE SPECIFIED), REINFORCED, HIGH EARLY.

All voids existing between newly placed curb and gutter and the adjacent roadway pavement shall be filled with Class SI concrete, prior to bituminous surface placement, to a point 2 3/4 inches below finish grade. This work shall be considered incidental.

Where necessary or as directed by the Engineer, the placement of four inches (4") of Type B, CA-6 compacted aggregate base shall be included as part of curb and gutter installation and shall be considered incidental.

Placement of curb and gutter shall include the application of membrane curing compound, Type III, in accordance with Articles 1020.13 and 1022.01 of the Standard Specifications unless otherwise directed by the Engineer.

If placement of curb and gutter takes place prior to April 15, or after October 15, the curb and gutter shall be properly cured and that followed by the application of protective coat in accordance with Article 420.18 of the Standard Specifications.

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

**COMBINATION CONCRETE CURB AND GUTTER (TYPE SPECIFIED) or COMBINATION
CONCRETE CURB AND GUTTER (TYPE SPECIFIED), REINFORCED, COMBINATION
CONCRETE CURB AND GUTTER (TYPE SPECIFIED), REINFORCED, HIGH EARLY**

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

SP-21 PORTLAND CEMENT CONCRETE SIDEWALK

Description: This work shall consist of the removal and replacement of P.C.C. Sidewalk in accordance with the SSRBC, except as amended herein.

Removal of sidewalk shall include the saw cutting of existing concrete as directed by the Engineer. Removal of sidewalks shall also include any necessary pruning and removal of tree roots, bituminous paved sidewalks

Village of Downers Grove

and/or bituminous overlayment of existing sidewalks, or excavation necessary to place the proposed sidewalk.

Replacement of sidewalk shall be of the width and thickness as noted on the Schedule of Quantities and as directed by the Engineer. Thickness of the proposed sidewalk shall generally be (5") five inch for standard or courtesy walks, (6") six inch for full width across residential drives, and (8") eight inch for full width across commercial drives.

Replacement of sidewalk shall include the application of membrane curing compound, Type III, in accordance with Articles 1020.13 and 1022.01 of the Standard Specifications unless otherwise directed by the Engineer.

Placement of sidewalk shall include the following:

- a) The placement of four inches (4") of Type B, CA-6 compacted aggregate base.
- b) The set up of form work such that the maximum running slope of the finished walk does not exceed 5 percent (1:20) or not to exceed the general grade established for the roadway, and the cross slope is not more than 2 percent (1:50).
- c) The placement of Class SI Portland Cement Concrete, 6.05 cwt/cy mix, with 6% air entrainment, 3"-5" slump.
- d) The tooling of contraction joints, 3/4-inch radius and 1 inch deep, 5 feet on center;
- e) The placement of 3/4 inch thick premoulded expansion joints at 100 foot intervals on center, or abutting existing concrete sidewalk, or at the end of a pour;
- f) The adjustment to proper grade of all utility structures encountered;
- g) The replacement of all traffic control devices or parking meters removed;
- h) The proper curing of all concrete work utilizing methods and materials outlined in Articles 424, 1020.13 and 1022.01 of the SSRBC, (Type III membrane curing compound white pigmented);
- i) This work shall also include the adjustment to proper grade of all water valve or private utility boxes encountered.
- j) Installation of proper curb ramps according to the latest IDOT details.

For those locations as noted on the Schedule of Quantities or as designated by the Engineer for Detectable Warnings, work shall be completed in accordance with Section 424 of the SSRBC and the Standards included in the details regarding curb ramps with detectable warnings and as amended herein.

If replacement of sidewalk takes place prior to April 15, or after October 15, all sidewalk shall be properly cured and that followed by the application of protective coat in accordance with Article 420.18 of the Standard Specifications.

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

**PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL and for PORTLAND CEMENT
CONCRETE SIDEWALK, 5" or PORTLAND CEMENT CONCRETE SIDEWALK, 6" or
PORTLAND CEMENT CONCRETE SIDEWALK, 8"**

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

Detectable warnings shall be paid for at the contract unit price per square foot for DETECTABLE WARNINGS which price shall be in addition to the cost for placement of the 5" sidewalk at the curb ramp.

SP-22 PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH (COLORED)

Description: This work shall include all work included in **PORTLAND CEMENT CONCRETE SIDEWALK** in addition to the following. Work will consist of installation of sidewalk sections with a "California Finish" finish. Concrete sidewalk shall be installed with the addition of a concrete colorant. The colorant shall be "Harvest Wheat" (Product #U16) supplied by Butterfield Color (1-800-282-3388). Concrete colorant shall be approved by the Engineer before use. This work shall also include framing for tree grate curb by constructing a thickened reinforced sidewalk edge around tree grates. See detail drawings in specifications.

All thickening, reinforcement bar and tree grate curbing as shown on the plans will not be measured separately for payment. The cost of these items shall be merged into the unit price per SQUARE FOOT for P.C.C. SIDEWALK, 5 INCH (COLORED).

Install a 5 ft x 5 ft colored sidewalk mock-up (in place). This area shall be used to determine the appropriate color match and finish of the surrounding sidewalk. This area will be used as the standard by which the work will be judged. Subject to acceptance by the Village, the mock-up may be retained as part of the finished work. If the mock-up is not retained, it shall be removed and properly disposed of by the Contractor.

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

P.C.C. SIDEWALK, 5 INCH (COLORED),

which price shall be payment in full for the work as specified herein, except for SIDEWALK REMOVAL which will be paid for at a separate unit price

SP-23 DETECTABLE WARNINGS

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

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

Detectable Warnings will NOT include any placement of full depth red dyed concrete or other on-site fabrication such as stamping or molding the fresh concrete with coloring added to the surface of the concrete.

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

DETECTABLE WARNINGS,

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

SP-24 HOT-MIX ASPHALT DRIVEWAY

Description: This work shall consist of the removal and replacement of asphalt driveways at locations indicated on the plans and/or as required by the Engineer.

The replacement of the driveways shall consist of preparing a subgrade at all required locations, shaping of slopes adjacent to the driveways, the placement and compacting of six inches of CA-6 Aggregate Base, and the placement and compacting of three inches (3") of Hot-Mix Asphalt Surface, Mixture D, N50 (IL 9.5).

At locations noted on the Schedule of Quantities, asphalt driveways shall be replaced with six inches of CA-6 aggregate base along with eight inches (8") of Hot-Mix Asphalt comprised of six inches (6") of Hot-Mix Asphalt Binder, IL-19.0, N50 and finished with a minimum of two inches (2") of Hot-Mix Asphalt Surface, Mixture D, N50 (IL 9.5). Asphalt to be placed in compacted layers not to exceed four inches (4").

This work shall also include the adjustment to proper grade of all water valve or private utility boxes encountered.

The locations at which this work will be measured for payment will consist of only those areas bounded by combination concrete curb and gutter. Those areas where the surface course of the pavement flares into existing driveways beyond the limits of the fully improved areas will not be included for payment.

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

HOT-MIX ASPHALT DRIVEWAY REMOVAL and for HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3" or for HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 8"

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

SP-25 PORTLAND CEMENT CONCRETE DRIVEWAY

Description: This work shall consist of the removal and replacement of concrete driveways in accordance with the applicable parts of Sec. 423 of the SSRBC except as amended herein.

This work shall include the placement of ¾" premolded expansion joints where new concrete abuts existing concrete or as directed by the Engineer.

This work shall also include the adjustment to proper grade of all water valve or private utility boxes encountered.

Replacement of the driveways shall include the application of membrane curing compound, Type III, in accordance with Articles 1020.13 and 1022.01 of the SSRBC, unless otherwise directed by the Engineer. If replacement of the driveways takes place prior to April 15, or after October 15, the driveway shall be properly cured and that followed by the application of protective coat in accordance with Article 420.18 of the Standard Specifications.

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

**PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL, PORTLAND CEMENT
CONCRETE DRIVEWAY PAVEMENT, 6" and for PORTLAND CEMENT CONCRETE
DRIVEWAY PAVEMENT, 8"**

which price will be payment in full for all work as specified herein.

SP-26 TEMPORARY RAMP, HMA

Description: This work shall consist of construction and maintenance of hot-mix asphalt ramps for temporary access to all abutting side streets and properties per the applicable portions of Article 406.08 of the SSRBC except as amended herein.

At those locations noted on the plans or as directed by the Engineer, the Contractor shall have sufficient bituminous material at the worksite prior to beginning hot-mix asphalt surface removal operations. After hot-mix asphalt surface removal operations and prior to placement of the permanent pavement, temporary ramps shall be constructed to supply access to all abutting streets and properties where traffic is to be maintained. Unless otherwise directed by the Engineer, construction of temporary bituminous ramps for access to abutting private properties will generally be limited to where surface removal operations are over 2 1/2" inches or more in depth.

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

TEMPORARY RAMP, HOT-MIX ASPHALT,

which price shall include all costs of furnishing, placing and maintaining the ramps. Removal of the temporary ramps prior to the placement of permanent pavement shall also be included in this item.

SP-27 DECORATIVE PAVER DRIVEWAY OR SIDEWALK REMOVAL & REPLACEMENT

Description: This work shall consist of removal and replacement of existing decorative concrete or brick paver sidewalks or driveways per the applicable portions of the attached Check Sheet LRS 14 except as amended herein.

At those locations noted on the plans or as directed by the Engineer, the Contractor shall remove existing decorative pavers in such a manner so that no damage occurs to the pavers and with full intent to reuse said paver blocks. Any decorative paver block damaged to an extent that it may not be reused as part of the final pavement, sidewalk or driveway shall be replaced in kind by the Contractor at no additional cost to the Village.

Extent of existing paver removal shall be at the direction of the Engineer. This removal will only be that amount necessary to construct the new curb and gutter or other appurtenance, and replace the decorative pavers to an acceptable grade and appearance.

At those locations where it is determined that an existing bituminous base warrants removal and replacement or repair, this portion of the work would be performed and measured for payment per the special provision for CLASS D PATCHING, of the necessary thickness.

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

**DECORATIVE PAVER DRIVEWAY REMOVAL AND REPLACEMENT or DECORATIVE
PAVER SIDEWALK REMOVAL AND REPLACEMENT,**

which price shall be payment in full for all materials and work as specified herein.

SP-28 MANHOLES OR INLETS, TO BE ADJUSTED OR RECONSTRUCTED

Description: This item shall be done in accordance with Sec. 602 of the Standard Specifications for Road and Bridge Construction and the following provisions.

All excavation for structure adjustment shall be replaced with Class SI concrete and in accordance with the attached details. For excavation required for reconstructed items, backfill materials shall be mechanically compacted **SELECTED GRANULAR BACKFILL** placed per the special provision elsewhere in these documents.

Castings shall be set in mortar or bituminous mastic beds. The adjustment of the casting to the required final grade shall be made with precast concrete adjusting rings. Brick, concrete block, or wooden shims will not be permitted.

When adjustments include new frame and grate or new frame and lid, all replacement frames, grates and lids shall be heavy duty. Depending on the type of frame, care shall be taken to properly align the new frame with the curb and gutter, and maintain the proper size opening into the structure.

Although the cost of adjusting structures per this specification will be paid for under this contract, the Contractor shall be aware that many of the structures are not the property of the Village of Downers Grove, and that such work may require inspections and/or permits from other governmental agencies.

For those structures noted on the Schedule of Quantities or as designated by the Engineer as **MANHOLE TO BE ADJUSTED, SPECIAL**, for that period after Hot-Mix Asphalt Surface Removal operations and prior to adjustment to finished pavement elevation, frames and lids or grates shall be removed from the structure and stored in a safe manner until reused. The resulting void over the structure shall be covered with a steel plate and temporary pavement, or other approved method, capable of carrying the anticipated daily traffic in a safe manner. The Contractor shall also make note of structure location so it may be reestablished after initial bituminous paving operations have been completed.

For those structures noted on the Schedule of Quantities or as designated by the Engineer as **INLET TO BE ADJUSTED WITH NEW FRAME AND GRATE, SPECIAL**, new frame and grate to be supplied shall be Neenah Foundry Company type R-3510 or approved equal.

Basis of Payment: This item shall be paid for at the contract unit price **Each** for **MANHOLE TO BE ADJUSTED or MANHOLE TO BE ADJUSTED, SPECIAL or MANHOLE TO BE ADJUSTED WITH NEW FRAME AND LID (TYPE SPECIFIED) or MANHOLE TO BE RECONSTRUCTED.**

This item shall also be paid for at the contract unit price **Each** for **INLET TO BE ADJUSTED or INLET TO BE ADJUSTED WITH NEW FRAME AND GRATE (TYPE SPECIFIED) or INLET TO BE ADJUSTED WITH NEW FRAME AND GRATE, SPECIAL or INLET TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE (TYPE SPECIFIED)** which price shall be payment in full for all

labor and materials specified herein including backfill with Selected Granular Backfill.

SP-29 DUCTILE IRON WATER MAIN PIPE (TYPE & SIZE SPECIFIED) (#5610200)

Description: 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 (TYPE & 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-30 POLYETHYLENE ENCASEMENT

Description: 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-31 WATER MAIN FITTINGS

Description: 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-32 WATER SERVICE REPLACEMENT

Description: All 1-1/2 inch or 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 (1) inch, one and one-half (1 1/2) inch, or two (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 roundway 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 roundway 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 roundway key stop. There shall be no splice from the roundway 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, (SIZE), SHORT OPEN CUT,

WATER SERVICE, (SIZE), LONG PUSHED,

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.

However, it is expected that all services shall be augered under street pavements not otherwise disturbed by the installation of the main or encumbered by the separation requirements from storm and sanitary sewers.

SP-33 THRUST RESTRAINT

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

be allowed.

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

SP-34 WATER SYSTEM SHUTDOWN

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

SP-35 CONNECTION TO EXISTING WATER MAIN

Description: 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),

which price shall include all labor, materials, and equipment necessary to do the work.

SP-36 VALVES (#5610400, #56105000)

Description: 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) VAULT,

PRESSURE SIDE-TAPPING RESILIENT-SEATED GATE VALVE (SIZE SPECIFIED) IN (SIZE SPECIFIED) VAULT

which price shall include all excavation, bedding, backfill, blocking, and tapping sleeve or anchor clamps where applicable. Restoration, where **TRENCH BACKFILL** is used in lieu of excavated materials, pavement replacement, and parkway restoration will be paid for separately.

SP-37 FIRE HYDRANT WITH AUXILIARY VALVE (#56400710)

Description: 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 FIRE HYDRANT REMOVAL (#56400500)

Description: 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-39 STEEL CASING PIPE, (SIZE)

Description: This work shall consist of the auguring 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, 8" special provisions of this document.

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

CASING PIPE

Diameter Size of 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

Village of Downers Grove

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: The work shall be paid for at the contract unit price per **FOOT** for:

STEEL CASING PIPE (SIZE),

which shall include all labor, materials, and necessary equipment to complete the work in place.

SP-40 PRESSURE TESTING

Description: 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-41 CHLORINATION

Description: 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-42 ABANDONMENT OF OLD WATER MAIN

Description: 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 vault. Pavement restoration, parkway restoration, and fire hydrant removal shall be paid for separately.

SP-43 LINE STOP EXISTING MAIN

Description. This item shall consist of installing a temporary line stop in the existing watermain 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-44 ADJUSTING WATER SERVICE LINES

Description. This work shall consist of adjusting (replacing) water service lines required where the proposed storm sewer is in direct conflict with the existing water service line in accordance with Section 563 of the Standard Specifications and as specified herein. The service shall be replaced from the corporation to the box valve. It is recommended that all water services to be adjusted will be either pushed or augered. **If open cutting the road is necessary, excavation, removal of excavation from site, support of trenches, material (pipe, fittings, valves), trench backfill, compacting of trench backfill, and all other items required to perform the work will be considered incidental.** Pavement removal and pavement restoration will be paid for under **FULL DEPTH PAVEMENT REMOVAL** and **HMA SURFACE AND BINDER COURSES**.

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

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

ADJUSTING WATER SERVICE LINES

which price shall include all work as described above.

SP-45 LEAK DETECTION

Description: Upon completion of the proposed water mains and services, but prior to the placement of any asphalt or concrete roadways, the water main shall be leak tested.

The work to be done shall include furnishing of all labor, material, transportation, tools, and supplies necessary to acoustically survey the installed water mains and service connections. The Contractor shall be responsible for and shall provide personnel qualified to conduct waterline locating activities during the course of the leak detection survey.

The contractor shall listen on **all** hydrants, valves, and when necessary b-boxes with sensitive sound intensifying instruments to determine areas of leakage. When a leak is discovered, the contractor shall conduct further investigations using an Electronic Leak Correlator to pinpoint the leaks for repairs.

Any cracked or defective pipefitting, valves, hydrants or services found shall be removed and replaced at no additional cost to the Village with satisfactory materials and the test repeated until test results are satisfactory. Upon completion of the leak survey a final report shall be submitted indicating the following, at a minimum:

- 1) A description of the area surveyed including lineal feet of the system surveyed;
- 2) A summary list of leaks including a description of the type of leak (main line, service line, valve or hydrant) and the location of the leak.
- 3) Individual leak detection reports incorporating a diagram of the area surveyed for the suspect leak, as well as information relative to the date and time the leak was detected, the address/location of the leak and the number and type of connection points used.
- 4) A summary list of leak repairs completed including a description of the type of leak (main line, service line, valve or hydrant), the location of the leak and the date and time the leak repair was completed.

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

LEAK TESTING,

which price shall be payment in full for the work as specified herein, and no additional compensation will be given for any required re-testing.

SP-46 STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED)

Description: This item shall consist of the construction of Storm Sewer. Storm sewer shall be constructed with new Reinforced Concrete Pipe (RCP) per the SSRBC (AASHTO M315), and Ductile Iron Pipe with gasket (DIP), AWWA C -1 Class 52 with SuperCoat interior lining, asphalt exterior coating, and rubber-gasketed joints AWWA C – 111 of the diameter shown, watermain quality Polyvinyl Chloride (PVC) Pipe C900 with gasketed, bell and spigot, push on type joints conforming to ASTM D3212, or Polyvinyl Chloride (PVC) Pipe SDR 26 with gasketed, bell and spigot, push on type joints conforming to ASTM D3212 of the diameter shown on the Drawings.

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.

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

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. Excavation and removal of all surplus trench excavation from site.
2. **Placement and compaction of trench backfill for bedding and haunching as defined in the Sewer and Water Specs.**
3. Support of trenches, including any necessary bracing or shoring.
4. Coring into existing drainage structures where connections are called for on the plans.
5. De-watering of trench or excavation.
6. Saw cutting of pavement and/or curb and gutter.

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

STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED)

which price shall include all labor, material, and equipment and incidental work herein specified, except TRENCH BACKFILL used as final backfill and initial backfill as defined by the Sewer and Water Specs, which will be paid for separately.

SP-47 DRAINAGE STRUCTURE TO BE REMOVED

Description: This work shall consist of removing and disposing of existing manholes, catch basins and inlets in accordance with Section 605 of the Standard Specifications and as specified herein.

In addition to the requirements of Article 605.03 of the Standard Specifications, the Contractor shall saw cut a square area around the structure to be removed sufficient to remove the structure and construct the replacement structure.

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

DRAINAGE STRUCTURES TO BE REMOVED

The word DRAINAGE STRUCTURE shall be understood to mean manhole, catch basin or inlet as the case may be.

SP-48 STORM SEWER REMOVAL (SIZE SPECIFIED)

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

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

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

Backfilling for the removed storm sewer shall be considered incidental to Storm Sewer Removal.

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

STORM SEWER REMOVAL (SIZE SPECIFIED),

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

SP-49 HOT SYNTHETIC PATTERNED TEXTURED PAVING

Description: This work shall include, but not be limited to, providing the necessary labor, material, and equipment for the construction of a 5/8 to 1 inch thick Hot Synthetic Patterned Textured Paving in crosswalks and surface areas. The Hot Synthetic Patterned Textured Paving shall consist of applying a BRICK pattern that is imprinted with a mold to create the appearance of hand laid decorative paving. This work shall be performed in accordance with the following Specifications.

Materials: The Hot Synthetic Patterned Textured Paving shall be a hot-applied, full-thickness colored material, developed specifically for use on Hot Mix Asphalt or Concrete.

The material shall consist of a mixture of graded course aggregates, recycled glass, fillers and fibers, and natural resin binders that produces a product with a minimum 45% recycled material content. Must also have superior adhesion, flexibility and abrasion resistance characteristics as well as color stability. Material must achieve a minimum level of friction of 32 FNR 40 (locked wheel friction test) after one year and every subsequent year in place.

Village of Downers Grove

The Hot Synthetic Patterned Textured Paving shall have a manufacturer/installer performance warranty of **5 years minimum** meeting the following requirements.

1. Surface friction property requirement – “will meet or exceed a British Pendulum Number (BPN) of 40” at installation and for a period forward of five years.
2. Will maintain imprint depth for a minimum of 70% for a period of five years.
3. Will retain color for a minimum period of five years.
4. Will warranty against major cracking and delaminating for a period of five years.

Construction Details: The asphalt or concrete surface shall be milled 5/8 to 1 inch deep using a skid steer machine and cold planer. Once milled, the edges of the asphalt or concrete crosswalk shall be saw cut to form a neat and straight edge and material installed in the recess to provide a flush finish.

Surface Preparation: Pavement surfaces shall be dry and free of sand, dirt, grease, oil and any other contaminants that may interfere with the bond between the treatment material and any other surfaces. If moisture is present on the surface, the use of a propane torch or equivalent shall be used to remove moisture until surface is dry and clean. The installation area boundaries shall be saw-cut prior to excavating the existing material. The existing pavement condition shall be assessed by an authorized manufacturer’s representative prior to installation to determine if any remedial action is required.

The material shall be prepared for installation utilizing a heating kettle specifically designed for this treatment to 385 degrees F to 420 degrees F.

Prior to the application and if poor surface conditions prevail, an asphalt coated glass fiber strand reinforcement mesh shall be applied onto the surface prior to the installation of the Hot Synthetic Patterned Textured Paving.

The reinforcement mesh shall consist of a knitted, glass fiber strand grid that is coated with a modified polymer coating. The mesh shall have the following physical characteristics and mechanical properties:

Property	Test Method	Property Requirement
Weight (Mass)/Unit Area	ASTM D 5261	16 oz/yd ² (560 g/m ²) Minimum (Glass)
Tensile Strength (MD) ⁽¹⁾	ASTM D 6637 ⁽²⁾	560 lbs/in. (100 kN/m)
Tensile Strength (XD) ⁽³⁾	ASTM D 6637 ⁽²⁾	1120 lbs/in. (200 kN/m)
Elongation at break	ASTM D 6637 ⁽²⁾	< 5%
Melting Point, Min.	ASTM D 276	425° F (218° C)
Open Apertures (CL to CL)		1" x ¾" (25 x 19 mm)
		XD x MD

Note 1 – MD denotes machine direction

Note 2 – Based on component strand strength test method

Note 3 – XD denotes cross-machine direction

The Hot Synthetic Patterned Textured Paving material shall be uniformly distributed onto the pavement surface by means of finishing irons pre-heated to greater than 800 degrees F to smooth and level the materials to an approx depth of 3/4 inch. No additional compaction shall be required.

The material shall be level with the surrounding asphalt or concrete.

Dry sand shall be immediately applied at an approximate rate of 1.75 lb/sq ft over the material to cover the surface.

The mold shall be placed into the semi-molten material using an approved mold capable of providing a 5/16 +/- 1/16 inch deep impression immediately after the sand application in accordance to the design details.

The treatment shall be allowed to cure for approximately one hour or until the material is hard. Any excess sand shall be removed and disposed of prior to opening to traffic.

All installations of Hot Synthetic Patterned Textured Paving are to be undertaken by certified installers.

Method of Measurement: This work shall be measured for payment in Square Yards of the installed material and shall include:

1. Milling of the existing HMA surface within the limits of the crosswalk
2. Installation of Hot Applied Synthetic Patterned Textured Pavement,
3. Any additional traffic control required to complete the work

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

HOT SYNTHETIC PATTERNED TEXTURED PAVING,

which price shall be payment in full for the work as specified herein. Full depth removal of the existing concrete and brick paver crosswalks and HMA installation within the area of the crosswalks shall be paid for separately under FULL DEPTH PAVEMENT REMOVAL, HOT-MIX ASPHALT BASE COURSE, N50, 8" and HOT MIX ASPHALT SURFACE COURSE, MIX D, N50.

SP -50 POROUS GRANULAR EMBANKMENT, SUBGRADE SPECIAL

Description: This work shall be done in accordance with the included District One special provision for Porous Granular Embankment, Subgrade and the following provisions.

This work shall also consist of removing and disposing of unsuitable sub-grade per the applicable portions of Section 202 of the SSRBC.

HMA grindings resulting from hot-mix asphalt surface removal, substantially meeting the gradation of CA-6, shall also be permitted for use as the specified granular cap. The granular cap shall be compacted to the satisfaction of the Engineer. It shall be the Contractor's responsibility that all proposed bituminous replacement regarding patching and paving operations in these areas will meet the specified performance

criteria of their respective pay items.

This work will be measured for payment in accordance with Article 207.04 of the SSRBC. When specified on the contract, the theoretical elevation of the bottom of the aggregate subgrade shall be used to determine the upper limit of Porous Granular Embankment, Subgrade. The volume will be computed by the method of average end areas.

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

POROUS GRANULAR EMBANKMENT, SUBGRADE SPECIAL,

which price shall be payment in full for the work as specified herein. The Porous Granular Embankment, Subgrade Special shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown on the plans

SP-51 IEPA CLEAN CONSTRUCTION AND DEMOLITION DEBRIS

Description: 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 (PE) or licensed professional geologist (PG) that the soil is uncontaminated, will be required prior to clean construction and demolition debris (CCDD) facility acceptance. However, if the subject property has never been used for industrial or commercial purposes, and is not adjacent to Potentially Impacted Properties (PIP's), 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 LPC-663 form. Neither the LPC-663, nor the report shall be considered a guarantee that excavated material shall meet the requirements of Illinois Public Act 96-1416, and the Contractor shall be responsible for satisfactory removal and disposal of all material as specified herein. No additional environmental testing of the existing on-site material may be performed without prior written permission from the Engineer. In the event that Contractor performs any additional testing without the written permission of the Engineer, Contractor will be required to properly and legally dispose of all material from the project site, regardless of its suitability for disposal in a CCDD facility, at his own expense, without any additional payment for testing, hauling and disposal as specified below.

The Village anticipates that one or more of the following CCDD facilities will accept material from this project:

- Reliable Lyons CCDD, 4226 Lawndale Ave, Lyons, IL 60534
- Hanson Material Service, 125 N Independence Blvd Romeoville, IL 60446
- Bluff City Materials, 1245 Gifford Rd, Elgin, IL 60120
- EF Heil, 12152 South Naper Plainfield Road, Plainfield, IL 60585

Contractor shall consult with these facilities prior to submitting a bid for this project. Contractor shall base his bid on hauling all CCDD generated by this project to these facilities. No additional compensation will be allowed for hauling to any other facilities, for any reason, unless none of the above listed facilities will accept

the material. If an alternate facility was approved by the Village prior to bid submittal, and that facility will no longer accept the material, the facilities listed above shall be used by the Contractor at no additional cost to the Village, unless none of the above facilities will accept the material. In the case where neither any of the above listed facilities, nor a pre-approved alternate facility, will accept the material, the Village and Contractor shall attempt to locate an alternate facility, unless the material is classified as unsuitable for disposal in a CCDD facility, in which case it shall be hauled to a landfill and paid for as specified below. Should the Contractor wish to haul material to an alternate facility, the name, location and contact information for the proposed facility shall be submitted to the Village for evaluation, a minimum of five (5) calendar days prior to submission of a bid. Any costs associated with additional sampling, analysis, and/or reporting to meet the acceptance requirements of the alternate facility shall be borne by the bidding Contractor and included within the Contractor's bid. By submitting a bid, Contractor agrees that at least one (1) of the above listed facilities, or an alternate facility approved by the Village in writing prior to the submission of the bid, will accept the material and shall be used for disposal of all CCDD from this project, unless otherwise determined to be non-hazardous special waste as specified below. In the event that the Contractor needs to alter the CCDD facility used for placement of excavated material, the Contractor shall notify the Engineer no later than three (3) days in advance of the planned alteration. In no event shall material be hauled to an alternate facility without the written permission of the Engineer.

Construction Requirements: The Contractor shall be responsible for satisfactory removal and disposal of all waste material, asphalt, concrete, stone, dirt, and debris generated or discovered in the course of the work. Removal and disposal of excavation items being disposed of at a clean construction and demolition debris (CCDD) facility shall meet the requirements of Public Act 96-1416. This work shall be incidental and shall not be paid for separately, with the exception of the **ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE** as specified below.

The temporary storing of excavated materials within the public right-of-way or project limits shall not be allowed unless approved by the Engineer. It shall be the Contractor's responsibility to find an approved dumpsite for debris and any excavated materials. The Village will not provide one.

The Contractor shall employ 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. The PID shall be calibrated on a daily basis. The Contractor shall enter all truck-loads leaving the site into an on-site screening log including, but not limited to, project name, date, time, weather conditions, name of screener, hauling company, truck number, screening method, background PID reading, calibrated PID reading, truck/bucket PID reading, and description of materials screened. Each day prior to the first truck leaving the site, Engineer and Contractor's testing consultant shall agree on the allowable PID reading in accordance with the receiving CCDD facility procedures (typically 0.0 or daily background levels). The receiving CCDD facility may be consulted daily, or periodically, as needed to verify that the appropriate value is being used. If said screen indicates levels that will be unacceptable for disposal at the CCDD facility, the material shall be quarantined on-site for further evaluation. If material is rejected at the CCDD facility, it shall be returned to the project site and quarantined for further evaluation. No additional compensation shall be allowed for returning a rejected load back to the project site. Should it be determined by the Village or Village's agent that the material is not suitable for disposal in 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 a truck-load is rejected by a CCDD facility after leaving the project site, and said truck-load is not identified in the on-site screening log, 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 as specified below.

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 (PE) or licensed professional geologist (PG), 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 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, NON-HAZARDOUS SPECIAL WASTE,

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

SP-52 RESTRICTOR PLATE (SIZE SPECIFIED)

Description: This work shall consist of the installation of an (Size) restrictor plate into an existing storm structure as shown on plans or as directed by the Engineer.

Materials: The restrictor plate shall be fabricated $\frac{1}{4}$ " – (Size) square stainless steel curved to conform to the curvature of the storm structure. An (Size) hole shall be drilled in the plate so that the invert of the hole shall meet the invert of the outlet pipe. $\frac{1}{2}$ " stainless steel lag bolts with anchors suitable for concrete use shall be tack welded to the stainless steel plate to be used to mount the plate to the storm structure. The bolts shall be used around the outer edge of the plate so that the plate can be easily removed by sliding upward. A pulling hook shall be welded to the top of the plate for removal of the plate.

Construction Requirements: The depth of the bolts into the structure shall be a minimum of three inches. An epoxy sealant between the structure and the plate shall be provided for a watertight seal.

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

(10") RESTRICTOR PLATE

Unit prices shall include all labor, material, and equipment necessary to complete work. The repair of any damage done to the storm structure due to the installation of the plate shall not be paid for separately but shall be considered **INCIDENTAL** to the contract.

SP-53 EXISTING UTILITIES

Existing Public Utilities, such as watermain, sewers, gas lines, streetlights, telephone lines, electric power lines, etc., shall be protected against damage during the construction of this project. The Contractor shall contact the Owners of all public utilities and obtain locations of all utilities within the limits of the proposed construction and make arrangements, if necessary, to adjust or move any existing utility at the utility company's expense. Any expense incurred by the Contractor in connection with making arrangements shall be borne by the Contractor and considered incidental to the contract. It shall be this Contractor's responsibility to determine the actual location of all such facilities in the field.

Village of Downers Grove

The adjustment of all facilities of Nicor, SBC, the Commonwealth Edison Co., DuPage Water Commission, etc. shall be done by the respective utility company, and if known, are indicated on the plans as to be done "By Others". All other utility adjustments to sewer, water, and local facilities shall be performed under this contract, under the supervision of the Owner of the utility, and will be paid for under the respective items in the contract unless otherwise indicated on the plans or directed by the Engineer.

Any existing facilities, residential or commercial sprinkler systems, etc. disturbed shall be returned to their original condition and any damage to said facilities shall be repaired immediately. The cost of repairs of any damaged utility shall be by agreement between the Contractor and the facility owner or utility company, and at no cost to the Village.

Whenever the locations of existing utilities are known, the approximate location of said utility is indicated on the plans. This information is given only for the convenience of the Bidder and the Village assumes no responsibility as to accuracy of the information provided. The Contractor shall consider in his bid the location of all permanent and temporary utility appurtenances to their present or relocated positions, whether shown on the plans or not, and no additional compensation will be allowed for delays, inconvenience, or special construction methods required due to the existence of said appurtenances.

Whenever obstructions are encountered during the progress of the work and interfere to such an extent that an alteration in the plan is required, the Engineer shall order a deviation in the plan as required, the Engineer shall order a deviation in the line and/or grade to resolve the conflict, or relocation of the obstruction. The Contractor will be compensated for any additional pipe material, fittings, granular backfill, or structures required at the respective contract prices, and measured as specified in the Contract. No additional compensation will be allowed for delays or inconveniences, additional excavation, or any special construction methods required in prosecuting the work due to the existence of said obstruction.

SP-54 CLEANING UP

The Contractor shall, at all times, keep the premises free from an accumulation of waste material or rubbish caused by his employees or work. At the end of the day, he shall remove all his rubbish from and about the streets and sidewalks. All his tools, form boards, and surplus materials shall be removed and relocated to any temporary on-site storage location assigned by the Village or its Engineer, and shall leave his work "broom clean" or its equivalent, unless more precisely defined. Upon completion of the work called for by the contract, and upon final inspection and acceptance, the Contractor shall remove any of his remaining rubbish, tools, form boards, and surplus materials completely from the work site.

In case of dispute, the Village may remove the rubbish and any other materials and charge the cost to the Contractor.

SP-55 SANITARY SERVICE RECONNECTION

Description: 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

Village of Downers Grove

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

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

SANITARY SERVICE RECONNECTION,

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

SP-56 MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID

Description: This item shall include replacement of sanitary manholes as specified on the plans. This work shall be done in accordance with Sec. 602 of the Standard Specifications for Road and Bridge Construction, following provisions and Standard Manhole Detail on sheet 22 of the plans.

The following specific items shall be considered incidental to construction of the manhole and their costs shall be merged into the contract unit price per **EACH** of the manhole.

1. Excavation and removal of all surplus trench excavation from site.
7. Placement and compaction of trench backfill around the manhole
8. 8" Dia. PVC pipe needed to connect the manhole to existing 8" VCP sewer
9. Support of trenches, including any necessary bracing or shoring.
10. Coring into existing drainage structures where connections are called for on the plans.
11. De-watering of trench or excavation.
12. Saw cutting of pavement and/or curb and gutter.

This work shall include testing of all newly constructed sanitary manholes prior to acceptance. The testing shall be done according to the following specifications.

**DOWNERS GROVE SANITARY DISTRICT
SPECIFICATION
FOR
MANHOLE TESTING
Effective Date: November 1, 1993**

1. Each manhole shall be tested no sooner than 30 days after completion of manhole construction.
2. All lift holes shall be plugged with an approved non-shrink grout.

Village of Downers Grove

3. No grout will be placed in the horizontal joints before testing.
4. All pipes entering the manhole shall be plugged, taking care to securely brace the plugs from being drawn into the manhole.
5. The test head shall be placed at the inside of the top of the manhole frame and the seal inflated in accordance with the manufacturer's recommendation.
6. A vacuum of 10 inches of mercury shall be drawn and the vacuum pump shut off. With the valves closed, the time shall be measured for the vacuum to drop to 9 inches. The manhole shall pass if the time is greater than 60 seconds for a 48" diameter manhole, 75 seconds for 60", and 90 seconds for 72".
7. If the manhole fails the initial test, necessary repairs shall be made with a nonshrink grout. Retesting shall proceed until a satisfactory test is obtained.
8. All manhole testing for acceptance shall be done under the direct supervision of the test procedure by the District or its authorized representative(s). The District shall be notified by the Contractor 48 hours prior to testing.

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

MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID,

which price shall be payment in full for all excavation, removal and disposal of existing manhole, 8" PVC required to connect to and connect to the existing pipe with a non-shear coupling.
proper connection to existing sanitary sewer, backfill and compaction and manhole testing as specified herein.

SP -57 DOWNERS GROVE SANITARY DISTRICT SPECIFICATIONS

Village of Downers Grove

DOWNERS GROVE SANITARY DISTRICT

SPECIFICATION

FOR

BUILDING SANITARY SERVICE AIR TESTING

Effective Date: August 24, 2001

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

Village of Downers Grove

feet in total length. The minimum allowable time for larger pipe diameters or longer pipe lengths will be determined by the District.

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

**DOWNERS GROVE SANITARY DISTRICT
SEWER CONTRACTOR'S CHECKLIST
630-969-0664**

A. BUILDING SERVICE CONNECTIONS

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

10. Outside Cleanouts

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

11. Pipe Bedding

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

12. Pipe Trench

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

13. Pipe Backfilling

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

Village of Downers Grove

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

14. Foundation Over Dig & Double Wall Foundations

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

15. Service Risers

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

16. No-Shear Couplings

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

17. Building Sanitary Service Air Testing

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

18. Building Sanitary Service Televising

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

19. Inspections

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

20. Record of Work Performed

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

Village of Downers Grove

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

21. Inspection Manhole*

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

*Also pertains to Flood Control Manhole.

22. Grease, Oil and Sand Traps

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

23. Overhead Sewer

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

24. Blockings/Demolitions

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

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

25. Machine Taps

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

26. Septic System Conversion

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

27. Special Conditions

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

28. Lateral Lining

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

B. MAIN SEWER EXTENSIONS

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

Village of Downers Grove

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

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

Village of Downers Grove

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:

John Neri Construction Co., Inc

Company Name

02/14/2013

Date

770 W. Factory Road

Street Address of Company

nneri@johnnericonstruction.com

E-mail Address

Addison, IL 60101

City, State, Zip

Nicholas Neri

Contact Name (Print)

(630) 629-8384

Business Phone

(630) 629-8384

24-Hour Telephone

(630) 629-7001

Business Fax

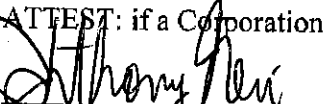


Signature of Officer, Partner or Sole Proprietor

Nicholas Neri, President

Print Name & Title

ATTEST: if a Corporation


Signature of Corporation Secretary

Anthony Neri

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 75 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

Village of Downers Grove

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:

John Neri Construction Co., Inc.

Company Name

02/14/2013

Date

770 W. Factory Road

Street Address of Company

nneri@johnnericonstruction.com

E-mail Address

Addison, IL 60101

City, State, Zip

Nicholas Neri

Contact Name (Print)

(630) 629-8384

Business Phone

(630) 629-8384

24-Hour Telephone

(630) 629-7001

Business Fax

Nicholas Neri

Signature of Officer, Partner or Sole Proprietor

Nicholas Neri, President

Print Name & Title

ATTEST: if a Corporation

Anthony Neri

Signature of Corporation Secretary

Anthony Neri

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 75 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

Village of Downers Grove

SCHEDULE OF PRICES:

BASE BID

PAVEMENT AND PARKWAY RESTORATION

#	ITEM	QNTY	UNIT	UNIT COST	TOTAL COST
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	660.0	TON	\$ 87.50	\$57,750.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	472.0	TON	\$ 87.25	\$41,182.00
40300100	BITUMINOUS MATERIALS (PRIME COAT)	570.0	GAL	\$ 0.01	\$5.70
40600300	AGGREGATE (PRIME COAT)	20.0	TON	\$ 0.01	\$0.20
44000100	FULL DEPTH PAVEMENT REMOVAL	1945.0	SY YD	\$ 18.00	\$35,010.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	1215.0	TON	\$ 80.50	\$97,807.50
SP-14	TEMPORARY SURFACE OVER TRENCH - AGGREGATE (CA-6), 6"	1770.0	SQ YD	\$ 4.00	\$7,080.00
SP-13	TEMPORARY BITUMINOUS PATCH	120.0	TON	\$ 10.00	\$1,200.00
SP-18	CLASS D PATCHES, 4" SPECIAL	115.0	SQ YD	\$ 34.00	\$3,910.00
SP-18	CLASS D PATCHES, 9" SPECIAL	300.0	SQ YD	\$ 52.00	\$15,600.00
SP-50	POROUS GRANULAR EMBANKMENT, SPECIAL	100.0	CU YD	\$ 20.00	\$2,000.00
SP-19	COMBINATION CONCRETE CURB & GUTTER REMOVAL	2555.0	FOOT	\$ 3.00	\$7,665.00
SP-20	COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.12	30.0	FOOT	\$ 20.00	\$600.00
SP-20	COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.18	2125.0	FOOT	\$ 16.75	\$35,593.75
SP-20	COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.18, (MODIFIED)	150.0	FOOT	\$ 20.00	\$3,000.00
SP-20	COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.18 REINFORCED, HIGH EARLY	250.0	FOOT	\$ 20.00	\$5,000.00
60600605	CONCRETE CURB TYPE B	30.0	FOOT	\$ 25.00	\$750.00
SP-28	MANHOLES TO BE ADJUSTED	6.0	EACH	\$ 325.00	\$1,950.00
SP-28	MANHOLES TO BE ADJUSTED W/ NEW TYPE 1 FR & LID	1.0	EACH	\$ 550.00	\$550.00
SP-28	INLETS TO BE ADJUSTED W/ NEW TYPE 3 FR & GR	1.0	EACH	\$ 650.00	\$650.00
SP-17	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH, 2.5" TO 4.5"	5700.0	SY YD	\$ 6.00	\$34,200.00
40600400	MIXTURE FOR CRACKS, JOINTS & FLANGEWAYS	10.0	TON	\$ 200.00	\$2,000.00
20200100	EARTH EXCAVATION	150.0	CU YD	\$ 35.00	\$5,250.00
44000600	P.C.C. SIDEWALK REMOVAL	5475.0	SQ FT	\$ 1.00	\$5,475.00
SP-21	P.C.C. SIDEWALK, 5"	1000.0	SQ FT	\$ 5.25	\$5,250.00
SP-21	P.C.C. SIDEWALK, 6"	100.0	SQ FT	\$ 6.00	\$600.00
SP-21	P.C.C. SIDEWALK, 8"	375.0	SQ FT	\$ 6.00	\$2,250.00
SP-22	P.C.C. SIDEWALK, 5" (COLORED)	3600.0	SQ FT	\$ 7.50	\$27,000.00
SP-22	P.C.C. SIDEWALK, 8" (COLORED)	400.0	SQ FT	\$ 9.00	\$3,600.00

Village of Downers Grove

SP-23	DETECTABLE WARNINGS	220.0	SQ FT	\$ 32.00	\$7,040.00
SP-27	DECORATIVE PAVER SIDEWALK REMOVAL & REPLACEMENT	35.0	SQ FT	\$ 30.00	\$1,050.00
SP-10	PARKWAY RESTORATION, SALT TOLERANT, SPECIAL	1375.0	SY YD	\$ 12.00	\$16,500.00
21101645	TOPSOIL FURNISH AND PLACE, 12"	125.0	SY YD	\$ 15.00	\$1,875.00
44000100	PAVEMENT REMOVAL (GRAVEL)	65.0	SY YD	\$ 5.00	\$325.00
20101700	SUPPLEMENTAL WATERING	20.0	UNIT	\$ 5.00	\$100.00
SP-26	TEMPORARY RAMP, HOT-MIX ASPHALT	130.0	SY YD	\$ 28.00	\$3,640.00
SP-8	TREE ROOT PRUNING	31.0	EACH	\$ 90.00	\$2,790.00
SP-7	TREE PROTECTION	1240.0	FOOT	\$ 5.00	\$6,200.00
SP-24	HOT-MIX ASPHALT DRIVEWAY REMOVAL	100.0	SQ YD	\$ 15.00	\$1,500.00
SP-24	HOT-MIX ASPHALT DRIVEWAY, 3"	50.0	SQ YD	\$ 36.00	\$1,800.00
SP-24	HOT-MIX ASPHALT DRIVEWAY, 8"	50.0	SQ YD	\$ 60.00	\$3,000.00
SP-25	P.C.C. DRIVEWAY REMOVAL	230.0	SQ YD	\$ 20.00	\$4,600.00
SP-25	P.C.C. DRIVEWAY, 6"	40.0	SQ YD	\$ 48.00	\$1,920.00
SP-25	P.C.C. DRIVEWAY, 8"	190.0	SQ YD	\$ 52.00	\$9,880.00
78000200	THERMOPLASTIC PAVEMENT MARKING LINE, 4" YELLOW	2610	FOOT	\$ 0.75	\$1,957.50
78000200	THERMOPLASTIC PAVEMENT MARKING LINE, 4" WHITE	3650	FOOT	\$ 0.75	\$2,737.50
78000400	THERMOPLASTIC PAVEMENT MARKING LINE, 6" WHITE	990	FOOT	\$ 1.20	\$1,188.00
78000600	THERMOPLASTIC PAVEMENT MARKING LINE, 12" WHITE	190	FOOT	\$ 2.50	\$475.00
78000650	THERMOPLASTIC PAVEMENT MARKING LINE, 24" WHITE	60	FOOT	\$ 5.00	\$300.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	132	SQ FT	\$ 6.00	\$792.00
SP-4	CONSTRUCTION STAKING AND RECORD DRAWINGS	1.0	LSUM	\$ 10,800.00	\$10,800.00
SP-6	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	1.0	LSUM	\$ 26,300.00	\$26,300.00
SP-5	PRECONSTRUCTION VIDEOTAPING	1.0	LSUM	\$ 1,800.00	\$1,800.00
SP-11	STREET SWEEPING AND DUST CONTROL	40.0	HOURL	\$ 100.00	\$4,000.00
28000510	INLET FILTERS	10.0	EACH	\$ 150.00	\$1,500.00
X2800510	INLET FILTERS CLEANING	10.0	EACH	\$ 30.00	\$300.00
SP-49	HOT SYNTHETIC PATTERNED TEXTURED PAVING	150.0	SY YD	\$ 225.00	\$33,750.00
XXXXXX1	ALLOWANCE FOR SIDEWALKS ON PRIVATE PROPERTY	1.0	ALW	\$25,000.00	\$25,000.00

SUBTOTAL \$576,049.15

Village of Downers Grove

WATERMAIN IMPROVEMENTS

#	ITEM	QNTY	UNIT	UNIT COST	TOTAL COST
SP-15	TRENCH BACKFILL	1040	CU YD	\$ 38.00	\$ 39,520.00
SP-16	EXPLORATION TRENCH, 60" DEEP, SPECIAL	100.0	FOOT	\$ 15.00	\$1,500.00
56102000	DUCTILE IRON WATER MAIN PIPE (6")	30.0	FOOT	\$ 56.00	\$1,680.00
56103000	DUCTILE IRON WATER MAIN PIPE (8")	1260.0	FOOT	\$ 63.00	\$79,380.00
56103300	DUCTILE IRON WATER MAIN PIPE (12")	10.0	FOOT	\$ 90.00	\$900.00
56104000	RESILIENT - SEATED GATE VALVE (6"), IN 5' VAULT	1.0	EACH	\$ 2,800.00	\$2,800.00
56105000	RESILIENT - SEATED GATE VALVE (8"), IN 5' VAULT	5.0	EACH	\$ 3,350.00	\$16,750.00
56400500	FIRE HYDRANT REMOVAL	3.0	EACH	\$ 600.00	\$1,800.00
56400710	FIRE HYDRANT WITH AUXILIARY VALVE	5.0	EACH	\$ 4,200.00	\$21,000.00
SP-32	WATER SERVICE, 1 1/2", SHORT, OPEN CUT	1.0	EACH	\$ 1,400.00	\$1,400.00
SP-32	WATER SERVICE, 1 1/2", LONG PUSHED	3.0	EACH	\$ 2,500.00	\$7,500.00
SP-32	WATER SERVICE, 2", SHORT, OPEN CUT	1.0	EACH	\$ 1,800.00	\$1,800.00
SP-32	WATER SERVICE, 2", LONG PUSHED	5.0	EACH	\$ 2,800.00	\$14,000.00
SP-32	WATER SERVICE, 4", SHORT, OPEN CUT	1.0	EACH	\$ 2,100.00	\$2,100.00
SP-54	SANITARY SERVICE RECONNECTION	20.0	EACH	\$ 350.00	\$7,000.00
SP-35	CONNECTION TO EXISTING WATER MAIN (NON PRESSURE 6")	2.0	EACH	\$ 800.00	\$1,600.00
SP-35	CONNECTION TO EXISTING WATER MAIN (NON PRESSURE 8")	2.0	EACH	\$ 1,000.00	\$2,000.00
SP-35	CONNECTION TO EXISTING WATER MAIN (NON PRESSURE 12")	1.0	EACH	\$ 1,600.00	\$1,600.00
SP-42	ABANDONMENT OF OLD WATER MAIN	1.0	LSUM	\$ 3,800.00	\$3,800.00
SP-43	LINE STOP EXISTING MAIN, 8"	1.0	EACH	\$ 4,500.00	\$4,500.00
SP-39	16" STEEL CASING PIPE	110.0	FOOT	\$ 65.00	\$7,150.00
SP-51	ADDITIONAL HAULING SURCHARGE, SPECIAL WASTE	25.0	LOAD	\$ 200.00	\$5,000.00
SP-45	LEAK DETECTION	1.0	LSUM	\$ 2,500.00	\$2,500.00

SUBTOTAL

\$ 227,280.00 *W*

Village of Downers Grove

DRAINAGE IMPROVEMENTS

#	ITEM	QNTY	UNIT	UNIT COST	TOTAL COST
SP-15	TRENCH BACKFILL	580.0	CU YD	\$ 38.00	\$22,040.00
SP-43	STORM SEWER, RCP, TY 2, 12"	545.0	FOOT	\$ 38.00	\$20,710.00
SP-43	STORM SEWER, RCP, TY 2, 15"	365.0	FOOT	\$ 40.00	\$14,600.00
SP-43	STORM SEWER, PVC, TY 2, 8"	20.0	FOOT	\$ 35.00	\$700.00
SP-43	STORM SEWER, C900 PVC, 8"	20.0	FOOT	\$ 36.00	\$720.00
SP-43	STORM SEWER, SDR 26 PVC, 8"	20.0	FOOT	\$ 35.00	\$700.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	4.0	EACH	\$ 1,200.00	\$4,800.00
60240310	INLETS, TYPE B, TYPE 11 FRAME AND GRATE	1.0	EACH	\$ 1,850.00	\$1,850.00
X6023212	INLETS, TYPE B, NEENAH R-3516 F & G	1.0	EACH	\$ 1,950.00	\$1,950.00
60218400	MANHOLE, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	10.0	EACH	\$ 1,800.00	\$18,000.00
60218500	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 3 FRAME AND GRATE	1.0	EACH	\$ 2,000.00	\$2,000.00
SP-46	DRAINAGE STRUCTURE TO BE REMOVED	11.0	EACH	\$ 250.00	\$2,750.00
X0322463	CONNECT TO EXIST SEWER	2.0	EACH	\$ 250.00	\$500.00
X0322463	CONNECT TO EXIST 132" DIA. SEWER	3.0	EACH	\$ 900.00	\$2,700.00
SP-47	STORM SEWER REMOVAL, 10" TO 15"	160.0	FOOT	\$ 5.00	\$800.00
SP-44	ADJUSTING WATER SERVICE LINES	2.0	EACH	\$ 150.00	\$300.00

TOTAL BASE BID \$ 898,449.15 *mm*

Village of Downers Grove

ALTERNATE BID

SANITARY SYSTEM IMPROVEMENTS

#	ITEM	QNTY	UNIT	UNIT COST	TOTAL COST
SP-55	MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	5	EACH	\$ 6,500.00	\$32,500.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	45.0	TON	\$ 150.00	\$6,750.00
44000100	FULL DEPTH PAVEMENT REMOVAL	75.0	SY YD	\$ 22.00	\$1,650.00
SP-6	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	1.0	LSUM	\$ 2,500.00	\$2,500.00

TOTAL ALTERNATE BID \$43,400.00

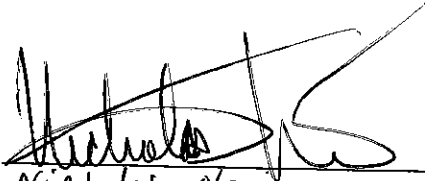
TOTAL BID \$941,849.15 *cm*

(TOTAL BASE BID + TOTAL ALTERNATE BID)

CERTIFICATION OF QUALIFICATIONS

The proposer hereby certifies that he complies with all requirements of SP-3, and has provided detailed supporting information.

(Corporate
Signed by:


Nicholas Neri
President

Seal)

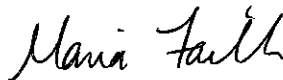
Title:

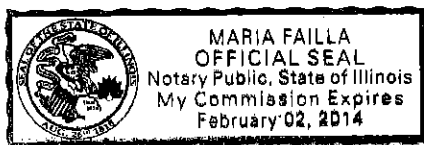
Name & Address:
(contractor or vendor)

John Neri Construction Co., Inc.
770 W. Factory Road
Addison, IL 60101

Project: WASHINGTON STREET IMPROVEMENTS, BURLINGTON TO MAPLE

Subscribed and sworn to before
me this 14th day of February, 2013





Village of Downers Grove

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to WASHINGTON STR. IMPROV.
BURLINGTON TO MAPLE, Bidder JOHN NERI CONST. CO. INC.
(Name of Project) (Name of Bidder)
hereby certifies the following:

1. Bidder is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(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: Nicholas Neri
Bidder's Authorized Agent

36-2978772

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or n/a
Social Security Number

Subscribed and sworn to before me

this 14th day of February, 2013
Paula Maria Parisi
Notary Public

(Fill Out Applicable Paragraph Below)



(a) Corporation

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

President: NICHOLAS NERI

Secretary: ANTHONY NERI

Treasurer: VINCENZINA NERI

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:

n/a

BIDDER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: n/a
which name is registered with the office of _____ in the state of _____

(c) Sole Proprietor

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

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

INSURER'S NAME: ASSURANCE AGENCY

AGENT: BOB CHURNEY

Street Address: 1750 GOLF ROAD

City, State, Zip Code: SCHAUMBURG, IL 60173

Telephone Number: (847) 797-5700

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: JOHN NERI CONSTRUCTION CO. INC.

Print Name and Title of Authorizing Signature: PRESIDENT, NICHOLAS NERI

Signature: Nicholas Neri

Date: 2-14-13

MUNICIPAL REFERENCE LIST

Municipality: VILLAGE OF GLEN ELLYN
 Address: 535 Duane, Glen Ellyn, IL
 Contact Name: BOB MINIX Phone #: (630) 469 5000
 Name of Project: 2009 STREETS
 Contract Value: \$2,857,332.83 Date of Completion: 03/2010

Municipality: VILLAGE OF DOWNERS GROVE
 Address: 801 Burlington, Downers Grove, IL 60515
 Contact Name: NATE HAWK Phone #: (630) 434-5500
 Name of Project: 2012 WATERMAIN IMPROV., CONTRACT A.
 Contract Value: 985,668.38 Date of Completion: 12/2012

Municipality: VILLAGE OF HINSDALE
 Address: 19 E. CHICAGO AVENUE, HINSDALE
 Contact Name: AL DIAZ Phone #: (630) 789-7000
 Name of Project: PROPOSED STR. IMPROV. - WASH., LANSING & GRANT ST. HINSDALE, IL
 Contract Value: \$4,089,833.19 Date of Completion: 12/2012

Municipality: VILLAGE OF BENSENVILLE
 Address: 700 W. IRVING PK RD, BENSENVILLE, IL
 Contact Name: JDE CARACCI Phone #: (630) 766-8200
 Name of Project: 2010 N. INDUSTRIAL SPECIAL SERV. AREA ROADWAY, STREAMBANK + UTILITY IMPROV.
 Contract Value: \$3,293,585.67 Date of Completion: 04/2013

Municipality: VILLAGE OF LOMBARD
 Address: 255 E. WILSON, LOMBARD, IL
 Contact Name: ANGELA PODESTA Phone #: (630) 620-5700
 Name of Project: KELLY CT SEWER SEP.
 Contract Value: 131,209.02 Date of Completion: 11/2012

Village of Downers Grove

SUBCONTRACTORS LIST

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

1) V+R Landscaping Type of Work landscaping
Addr: 2000 W. ROOSEVELT RD City West Chicago State IL Zip 60185

2) DiNatale Construction Type of Work concrete
Addr: 1441 BERNARD AVE, City Addison State IL Zip 60101

3) Nafisco, Inc. Type of Work Traffic control + pmt.
Addr: 808 Forestwood City Romeoville State IL Zip 60446

4) R.W. Dunteman Type of Work surface HMA/paving
Addr: 600 Lombard Rd. City Addison State IL Zip 60101

5) Surface Construction Type of Work Hot synthetic patterned textured paving
Addr: 348 N. Ashland City Chicago State IL Zip 60607

6) _____ Type of Work _____
Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____
Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____
Addr: _____ City _____ State _____ Zip _____



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: JOHN NERI CONSTRUCTION CO. INC.

ADDRESS: 770 FACTORY RD.

CITY: ADDISON

STATE: IL

ZIP: 60101

PHONE: (630) 629-8384 FAX: (630) 629-7001

TAX ID #(TIN): 36-2978772

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: [Signature]

DATE: 02-14-2013

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.)

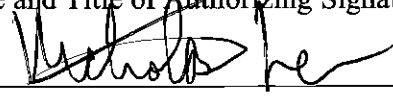
Name of Bidder: JOHN NERI CONSTRUCTION CO. INC.

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

IL Teamsters/Employers App. & Training Fund Aff. w/ Joint Council 25+65,
Chicago Land Laborer's Training & App. Program For the Trade of Const Craft
Op. Eng #150 office of App. & Training, Empl. & Labor Serv. Bureau of App. &
Training. ^{laborer,}

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: NICHOLAS NERI, PRESIDENT

Signature: 

Date: 02-14-2013

BUY AMERICA CERTIFICATION

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

Instructions:

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

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

Certificate of Compliance

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

Signature

Company Name JOHN NERI CONSTRUCTION CO. INC.

Title PRESIDENT

Date 02-14-2013

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

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 Bid 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.

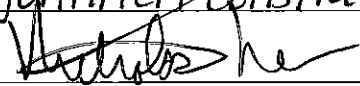
Company Name: JOHN NERI CONSTRUCTION CO. INC.

Address: 770 FACTORY RD.

City: ADDISON Zip Code: 60101

Telephone: (630) 629 8384 Fax Number: (630) 629 7001

E-mail Address: nneri@johnnericonstruction.com.

Authorized Company Signature: 

Print Signature Name: NICHOLAS NERI Title of Official: PRESIDENT

Date: 02.14.2013

CAMPAIGN DISCLOSURE CERTIFICATE

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

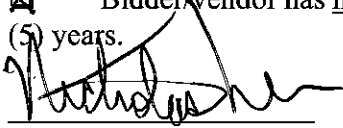
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

NICHOLAS NERI
Print Name PRESIDENT

☐ 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. *Attached*
8. ☒ Letter from Insurance Agent or Carrier ensuring issuance of required job coverage. *attached*
9. ☒ Municipal Reference List completed.
10. ☒ Vendor request form W-9 completed.
11. ☒ Affidavit (IDOT Form BC-57, or similar). *attached*
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.



Chicago, IL | St. Louis, MO
www.assuranceagency.com

February 11, 2013

The Village of Downers Grove
801 Burlington Ave
Downers Grove, Illinois 60515

RE: General Liability
CMM4932298
9/20/2011 to 9/20/2012

Re: John Neri Construction Co., Inc. BID NO. ST-010, WA-033, ST-010,
WASHINGTON STREET IMPROVEMENTS, BURLINGTON TO MAPLE

To whom it may concern,

I have read the insurance requirements set forth in the Contract for Bid No. ST-010, WA-033, ST-010, Washington Street Improvements, Burlington to Maple, and I will issue the required certificates and policies of insurance set forth in Section 32 of the Contract.

Sincerely,

A handwritten signature in black ink that reads "Austin Feeney". The signature is written in a cursive, flowing style.

Austin Feeney
1750 E. Golf Rd,
Schaumburg, IL 60173
Phone: (847) 463-7357
Email: afeeney@assuranceagency.com

Mike Suchan
Bond Manager



February 11, 2013

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

Re: John Neri Construction Co., Inc.
Washington Street Improvements- Burlington to Maple

To Whom It May Concern:

We are pleased to advise you that Ohio Farmers Insurance Company, a member of the Westfield Group, acted as surety for John Neri Construction Co., Inc. since 2005. Our relationship and experience has been excellent.

Currently, we have approved single projects up to \$7,500,000 with aggregate programs of \$14,000,000. It is important to note these are only examples of what has been requested for approval by John Neri Construction Co., Inc. in the past and they are not to be construed as limits. Should John Neri Construction Co., Inc. be fortunate enough to be low and awarded the above noted project, Ohio Farmers Insurance Company would look favorably upon providing a performance and payment should one be required. Naturally, the issuance of any final bonds would be conditioned upon applicable underwriting considerations including acceptable contract terms and bond forms, confirmation of satisfactory financing, and a favorable review of current underwriting information at the time of the bond request. This letter is not an assumption of liability, nor is it a performance bond. We have issued it only as a bonding reference requested by our client.

We do not hesitate in our recommendation of John Neri Construction Co., Inc.'s abilities and professionalism. If you have any questions, please feel free to call me at (630) 443-2934..

Best regards,

Michael A. Suchan
Mike Suchan
Bond Manager



Illinois Department of Transportation

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

Affidavit of Availability For the Letting of _____ (Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number						
Contract With	DPWC	DPWC	RJN Group	Cady Aquastore		
Estimated Completion Date	03/15/2013	04/2013	06/2013	06/2013		
Total Contract Price	449,400.00	963,250.00	508,000.00	67,800.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	65,865.00	963,250.00	508,000.00	67,800.00		1,604,915.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						1,604,915.00

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

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

						Accumulated Totals
Earthwork				49,000.00		49,000.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage		75,000.00	363,000.00	18,800.00		456,800.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping	15,886.42	37,549.00	15,000.00			68,435.42
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List) RETENTION	40,000.00					40,000.00
Cathodic Protection		600,000.00				600,000.00
						0.00
Totals	55,886.42	712,549.00	378,000.00	67,800.00	0.00	1,214,235.42

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

Part III. Work Subcontracted to Others

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

	1	2	3	4	Awards Pending
Subcontractor	CPM	CPM	RM Utility	n/a	
Type of Work	corrosion prot.	corrosion prot.	directional bore		
Subcontract Price	45,021.42	183,201.00	130,000.00		
Amount Uncompleted	9,978.58	183,201.00	130,000.00		
Subcontractor		Directional Const.			
Type of Work		directional bore			
Subcontract Price		47,250.00			
Amount Uncompleted					
Subcontractor		Stellmach elect			
Type of Work		electric			
Subcontract Price		20,250.00			
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	9,978.58	183,201.00	130,000.00	0.00	0.00

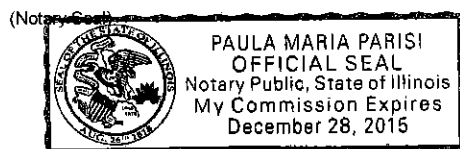
I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion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

Subscribed and sworn to before me

this 11TH day of February, 2013.

Paula Maria Parisi
Notary Public

My commission expires: 12/28/15



Type or Print Name NICHOLAS NERI PRES.
Office or Director Title

Signed Nicholas Neri

Company JOHN NERI CONST. CO. INC

Address 770 Factory Rd.
Addison, IL 60101

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

FOR

WASHINGTON STREET IMPROVEMENTS, BURLINGTON TO MAPLE

BID #ST-010, WA-033, SW-079

FEBRUARY 11, 2013

ITEM AND DESCRIPTION:

1. **REPLACE** pages 23, 26, 75 and 76 of bid document with attached pages.
Note: The project completion duration is increased to 75 calendar days.
2. **REPLACE** page 82 of bid document with attached pages.
Note: Corrected referenced SP number

End of Addendum No. 1
February 11, 2013

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: WASHINGTON STREET IMPROVEMENTS (BURLINGTON
TO MAPLE)

PROPOSAL/BID NUMBER: ST-010, WA-033, SW-079

PROPOSAL/BID OPENING: FEBRUARY 14, 2013

ADDENDUM NO.: 1

PROPOSER/BIDDER: John Neri Const. Co. Inc.

ADDRESS: 770 W. Factory Rd. Addison, IL 60101

RECEIVED BY: Nicholas Neri
(NAME)

Nicholas Neri
(SIGNATURE)

DATE: 02-11-13

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

John Neri Construction Co., Inc.
760 Factory Road
Addison, IL 60101

SURETY:

(Name, legal status and principal place of business)

Ohio Farmers Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

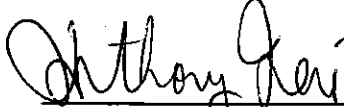
WASHINGTON STREET IMPROVEMENTS, BURLINGTON TO MAPLE

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of February, 2013


(Witness) Anthony Neri, Secretary


(Witness) Rebecca R. Alves

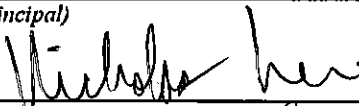
John Neri Construction Co., Inc.

(Principal)

(Seal)

By:

(Title)


Nicholas Neri, President

Ohio Farmers Insurance Company

(Surety)

(Seal)

By:

(Title)


Joseph Halleran Attorney-in-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/30/11, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 1213772 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DONNA M. TYLER, HINA AZAM, WILLIAM P. REIDINGER, DONNA J. WRIGHT, KAREN E. BOGARD, JOSEPH HALLERAN,
JOINTLY OR SEVERALLY

of **SCHAUMBURG** and State of **IL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **30th** day of **SEPTEMBER A.D., 2011**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.
By: **Richard L. Kinnaird, Jr., National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this **30th** day of **SEPTEMBER A.D., 2011**, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin
William J. Kahelin, Attorney at Law, Notary Public

My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **14th** day of **February A.D., 2013**.



Frank A. Carrino
Frank A. Carrino, Secretary

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:

John Neri Construction Co., Inc

Company Name

02/14/2013

Date

770 W. Factory Road

Street Address of Company

nneri@johnnericonstruction.com

E-mail Address

Addison, IL 60101

City, State, Zip

Nicholas Neri

Contact Name (Print)

(630) 629-8384

Business Phone

(630) 629-8384

24-Hour Telephone

(630) 629-7001

Business Fax

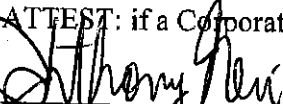


Signature of Officer, Partner or Sole Proprietor

Nicholas Neri, President

Print Name & Title

ATTEST: if a Corporation


Signature of Corporation Secretary

Anthony Neri

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 75 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

Village of Downers Grove

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:

John Neri Construction Co., Inc.

Company Name

02/14/2013

Date _____

770 W. Factory Road

Street Address of Company

hneri@johnnericonstruction.com

E-mail Address

Addisen, IL 60101

City, State, Zip

Nicholas Neri

Contact Name (Print)

(630) 629-8384

Business Phone

(630) 629-8384

24-Hour Telephone

(630) 629-7001

Business Fax

24-Hour Telephone

Signature of Officer, Partner or Sole Proprietor

Nicholas Neri, President

Print Name & Title

ATTEST: if a Corporation

ATTEST: if a Corporation

Signature of Corporation Secretary

Anthony Neri

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within 75 calendar days from the date of the Notice to Proceed in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date _____

Date _____

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

CAMPAIGN DISCLOSURE CERTIFICATE

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

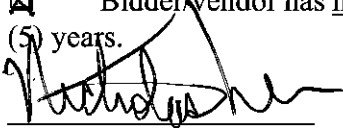
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

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

Under penalty of perjury, I declare:

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


Signature

NICHOLAS NERI
Print Name PRESIDENT

☐ 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

2013-2017 Capital Project Sheet

Project # **ST-010**

Project Description **Washington Street Improvements, Burlington to Maple**

Project summary, justification and alignment to Strategic Plan

Resurfacing of Washington Street between Maple and Burlington, full streetscape improvements and pavement reconstruction will take place in future years.

Cost Summary	New	Maintenance	Replacement	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Years	TOTAL
Professional Services				10,000					175,000	185,000
Land Acquisition										-
Infrastructure	X	X		500,000					2,775,000	3,275,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				510,000	-	-	-	-	2,950,000	3,460,000

Funding Source(s)		FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Years	TOTAL
220-Capital Improvements Fund	▼	510,000					2,950,000	3,460,000
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		510,000	-	-	-	-	2,950,000	3,460,000

Project status and completed work

Design completed in-house in 2012. This work will be performed in conjunction with watermain replacements (WA-033) and storm sewer replacement (SW-079)

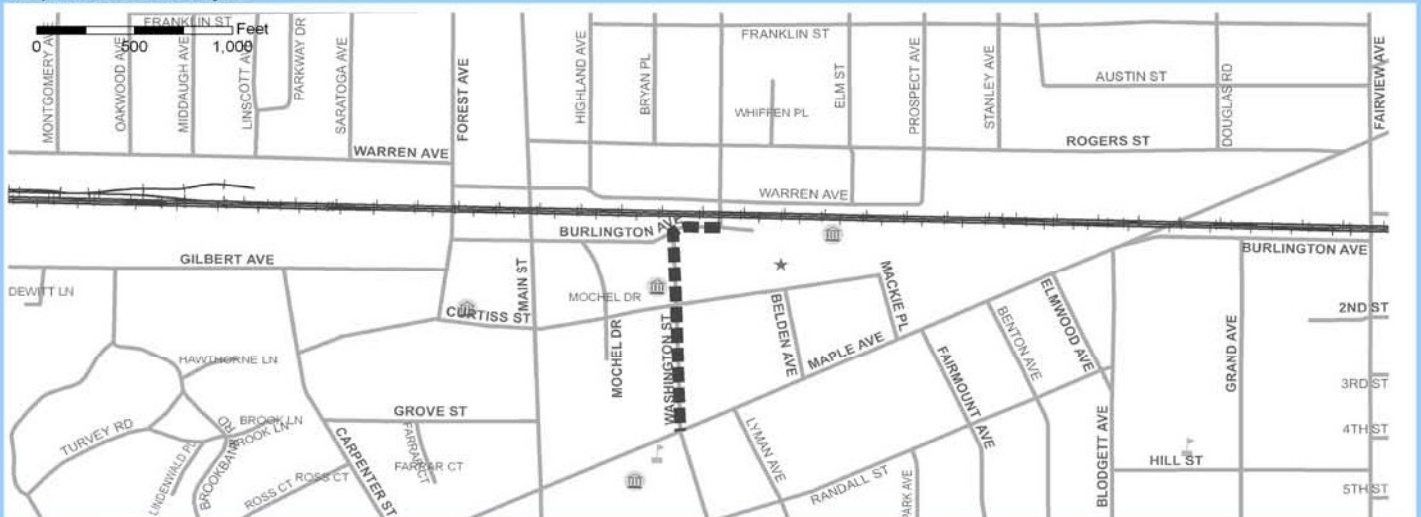
Grants (funded or applied for) related to the project.

Impact-annual operating expenses	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Yrs	TOTAL
----------------------------------	---------	---------	---------	---------	---------	------------	-------

Projected Operating Expense Impact: -

The maintenance scheduled will increase the life of the pavement. Deferral of work will significantly increase future maintenance costs.

Map/Pictures of Project



Internal staff information:

Priority Score

Project Manager:

Andy Sikich

Program: 342

Department:

Public Works

2013-2017 Capital Project Sheet

Project # **SW-079**

Project Description

Washington Street Storm Sewer Replacement

Project summary, justification and alignment to Strategic Plan

This project will consist of the replacement of some of the older, deteriorated storm sewers under Washington Street between Burlington and Maple. Work will be performed concurrently with the road resurfacing and watermain replacement (ST-010 and WA-033)

Cost Summary	New	Maintenance	Replacement	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Years	TOTAL
Professional Services										-
Land Acquisition										-
Infrastructure			x	150,000						150,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				150,000	-	-	-	-	-	150,000

Funding Source(s)	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Yrs	TOTAL
443-Stormwater Fund	150,000						150,000
							-
							-
							-
TOTAL FUNDING SOURCES	150,000	-	-	-	-	-	150,000

Project status and completed work

Design was started in-house in 2012, and will be completed in 2013. It is anticipated that construction will be completed in 2013.

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

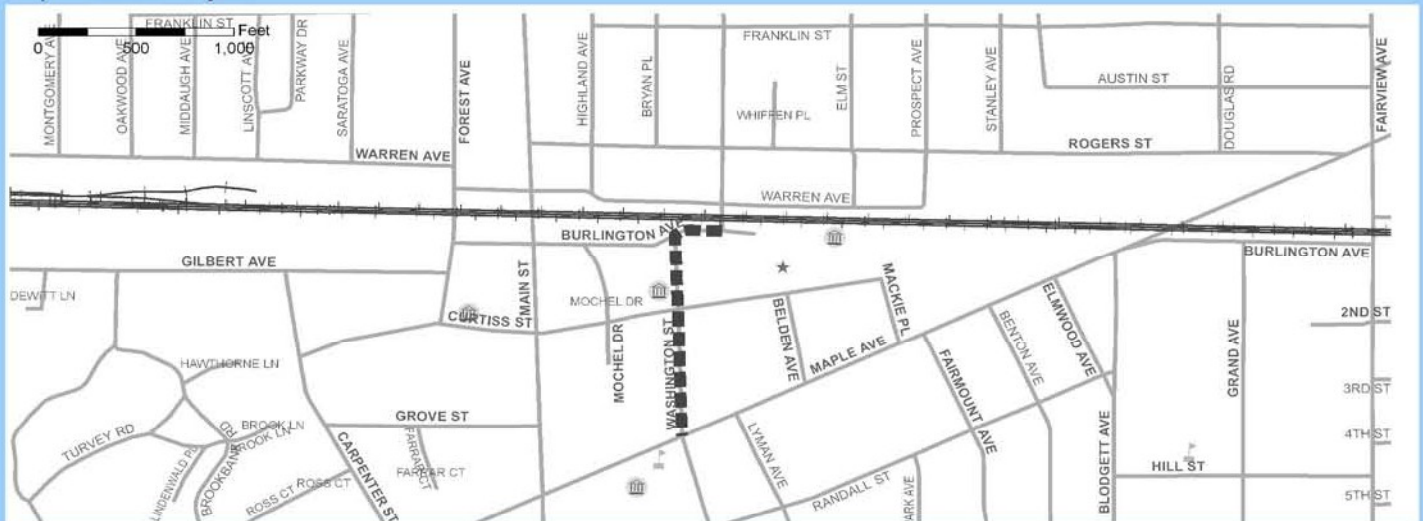
None

Impact-annual operating expenses	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Yrs	TOTAL
----------------------------------	---------	---------	---------	---------	---------	------------	-------

Projected Operating Expense Impact: -

No significant impact on operating expenses is anticipated.

Map/Pictures of Project



Priority Score

Project Manager:

Andy Sikich

Program: 347

Department:

Public Works

2013-2017 Capital Project Sheet

Project # **WA-033**

Project Description

Watermain Replacement, Washington, Burlington to Maple

Project summary, justification and alignment to Strategic Plan

This project includes replacement of an existing 6" watermain with an 8" watermain, which is required due to the age of the pipe and number of breaks.

Cost Summary	New	Maintenance	Replacement	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Years	TOTAL
Professional Services										-
Land Acquisition										-
Infrastructure			X	400,000						400,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				400,000	-	-	-	-	-	400,000

Funding Source(s)		FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Years	TOTAL
481-Water Fund	▼	400,000						400,000
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		400,000	-	-	-	-	-	400,000

Project status and completed work

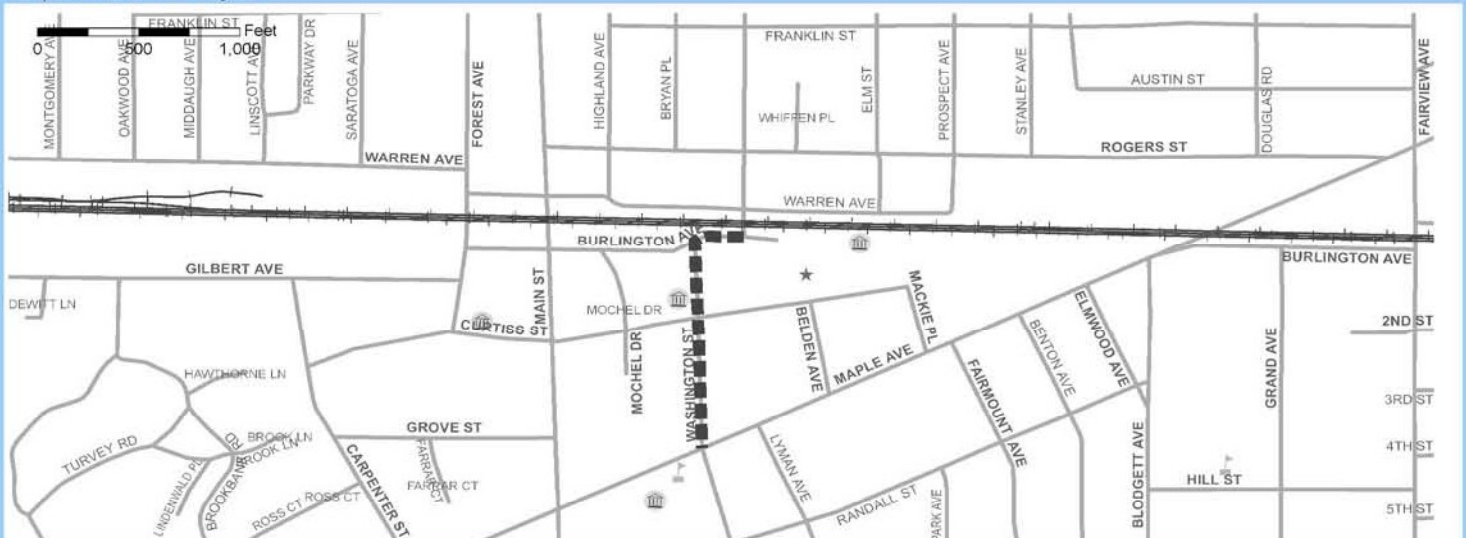
It is anticipated that this work will be performed in conjunction with the road reconstruction.

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

Impact-annual operating expenses	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	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



Village of Downers Grove

Contractor Evaluation

Contractor: John Neri Construction

Project: 2012 Water Main Improvements – Contract A

Primary Contact: Nick Neri Phone: 630-774-0307

Time Period: May 2012 – October 2012

On Schedule (allowing for uncontrollable circumstances) ☒ yes ☐ no

Provide details if early or late completion: _____

Change Orders (attach information if needed):

Difficulties / Positives: Contractor worked well with the Village. Received positive feedback from residents throughout the project regarding the contractor's work and courtesy to residents.

Interaction with public:

☒ excellent ☐ good ☐ average ☐ poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

☒ Well Satisfied ☐ Satisfied ☐ Not Satisfied

Should the Village contract with this vendor in the future? ☒ Yes ☐ No

Reviewers: Nate Hawk

Date: 01/072013