

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
APRIL 15, 2014 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Esterbrook Unit 1/Downers Grove Estates (ST-027/WA-019/WA-028/ ST-046/SW-039/SW-040/ST-004)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award four individual trade package construction contracts for roadway reconstruction, drainage improvements, and watermain replacement projects located within the Esterbrook Unit 1 and Downers Grove Estates Subdivisions. The contractors recommended for the four trade packages are:

- Austin Tyler Construction of Elwood, IL (Demolition, Excavation and Underground),
- Geneva Construction of Aurora, IL (Asphalt Paving and Concrete),
- Breezy Hill Nursery of Salem, WI (Landscaping),
- Mt. Carmel Stabilization Group of Mt. Carmel, IL (Full Depth Reclamation).

The total cost of all four trade packages includes a contingency, to be spent only if deemed necessary by the Village Manager. Contractor pricing for the specific trade packages is as follows:

Contractor	Trade Package	Contract Total	Contingency Amount
Austin Tyler Construction	Demolition, Excavation, Underground	\$3,965,193.50	\$100,000
Geneva Construction	Asphalt Paving and Concrete	\$1,941,236.05	\$50,000
Breezy Hill Nursery	Landscaping	\$879,600.00	\$20,000
Mt. Carmel Stabilization Group	Full Depth Reclamation	\$197,968.90	\$30,000
	Total	\$6,983,998.45	\$200,000

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY14 budget includes \$7,965,000 for these projects in the following funds:

- Capital Projects Fund: \$4,655,000
- Water Fund: \$1,500,000
- Stormwater Fund: \$1,810,000

UPDATE & RECOMMENDATION

This item was discussed at the April 8, 2014 Village Council meeting. Staff recommends approval on the April 15, 2014 Consent Agenda.

BACKGROUND

Roadway reconstruction, drainage improvements, and some watermain replacement activities are scheduled to begin in the spring of 2014 within the Downers Grove Estates and Esterbrook Unit 1 subdivisions. Due to the close proximity of the projects, and the wide variety of work to be done, the Village hired a construction management firm (V3 Construction Group) to oversee all of the projects simultaneously, in lieu of hiring general contractors to manage and construct each project separately. Bid packages are to be awarded to trade contractors for like work in both subdivisions jointly in the specific packages listed above.

A Call for Bids (CFB) was issued and published in accordance with the Village's Purchasing Policy on February 26, 2014, and bids were opened on March 19, 2014. Multiple bids were received in each trade package category. A synopsis of the bids received is as follows:

Demolition, Excavation, and Underground Package		
Contractor	Base Bid	
<i>Austin Tyler Construction</i>	<i>\$3,865,193.50</i>	<i>Low Bid</i>
Pirtano Construction	\$3,968,000.00	
Swallow Construction	\$4,049,732.58	
H. Linden & Sons	\$4,822,297.00	
Martam Construction	\$5,082,135.50	

Asphalt Paving and Concrete Package		
Contractor	Base Bid	
<i>Geneva Construction</i>	<i>\$1,891,236.05</i>	<i>Low Bid</i>
Abbey Paving	\$2,081,400.00	
A Lamp Concrete	\$2,177,297.90	
Fiala Paving	\$2,248,027.76	
Austin Tyler Construction	\$2,394,016.55	
Martam Construction	\$2,719,566.00	

Landscaping Package		
Contractor	Base Bid	
A Lamp Concrete	\$749,168.00	Disqualified
<i>Breezy Hill Nursery</i>	<i>\$859,600.00</i>	<i>Low Bid</i>
Landworks Ltd.	\$886,328.80	

Full Depth Reclamation Package		
Contractor	Base Bid	
<i>Mt. Carmel Stabilization Group</i>	<i>\$167,968.90</i>	<i>Low Bid</i>
Rock Solid Stabilization and Reclamation	\$208,419.90	

RECOMMENDATION

Staff recommends the award of a contract to Austin Tyler Construction for the Demolition, Excavation and Underground trade package. Austin Tyler Construction has previously provided construction services

to the Village of Downers Grove on the Knottingham Subdivision Reconstruction project, and the Wisconsin & Janes Storm Sewer Project, with satisfactory results.

Staff recommends the award of a contract to Geneva Construction for the Asphalt Paving and Concrete trade package. Geneva Construction has previously provided paving services to the Village of Downers Grove on the 2010 Roadway Maintenance Project, with satisfactory results.

Staff recommends the award of a contract to Breezy Hill Nursery for the Landscape trade package. The bid submitted by A Lamp Concrete was disqualified because the unit prices were significantly unbalanced and deemed not in the best interest of the Village. Per Section I – 8.1.3 of the Call for Bid Document, “Unbalanced Bids in which the prices for some items are substantially out of proportion to the prices for other items” is considered sufficient for disqualification of a bidder. Breezy Hill Nursery has previously provided landscaping services to other communities, such as Village of Orland Park and City of Chicago, with satisfactory results.

Staff recommends the award of a contract to Mt. Carmel Stabilization Group for the Full Depth Reclamation trade package. Mt. Carmel Stabilization Group has previously provided these specialty full depth reclamation construction services to surrounding communities, such as Lisle Township and the Village of Palos Park, with satisfactory results.

ATTACHMENTS

Contract Document

Signature Page

Campaign Disclosure

Capital Project Sheets for ST-027/WA-019/WA-028/ST-46/SW-039/SW-040/ST-004

Contractor Evaluations for Austin Tyler and Geneva Construction

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works **DATE:** April 15, 2014
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** ST-027, WA-19, WA-028, ST-
046,
(Board or Department) SW-039, SW-040 & ST-004

NATURE OF ACTION:

☐ Ordinance
☐ Resolution
☒ Motion
☐ Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to authorize execution of a demolition, excavation and underground improvement contract with Austin Tyler Construction in the amount of \$3,865,193.50 plus a contingency in the amount of \$100,000 for a total not-to-exceed \$3,965,193.50 for Esterbrook and Downers Grove Estates Subdivisions.

SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a demolition, excavation and underground improvement contract with Austin Tyler Construction in the amount of \$3,865,193.50 plus a contingency in the amount of \$100,000 for a total not-to-exceed \$3,965,193.50 for Esterbrook and Downers Grove Estates Subdivisions.

RECORD OF ACTION TAKEN:



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Austin Tyler Construction, Inc.
- II. Instructions and Specifications:
- A. Bid No.: ST-046, SW-039, SW-040, ST-027, WA-019, WA-028
 - B. For: ESTERBROOK/DOWNERS GROVE ESTATES –TRADE CONTRACTOR PACKAGES
 - C. Bid Opening Date/Time: MARCH 19, 2014 @ 10:00AM
 - D. Pre-Bid Conference Date/Time: MARCH 5, 2014 @ 10:00AM (MANDATORY)
 - E. Pre-Bid Conference Location: PUBLIC WORKS BUILDING, 5101 WALNUT AVE., DOWNERS GROVE, IL 60515
 - F. CONTRACT DOCUMENTS FOR PICKUP AT THE PUBLIC WORKS BUILDING, 5101 WALNUT AVE, DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 10%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: FEBRUARY 26, 2014

This document comprises 91 pages

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

DANIEL J. KMIECIK, PE
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-6875
FAX: 630/434-5495
www.downers.us

CALL FOR BIDS – FIXED WORKS PROJECT

Bid No.: ST-027/ST-046/SW-039&40/WA-028

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

Bids must be made in accordance with the following instructions and format provided in the Bid Form, and must be fully completed. Individual Bid Forms are provided for each category of work based on trade specific scopes. Contractors may submit a bid on a single or multiple Bid Categories. Each Bid Category **MUST BE SUBMITTED INDIVIDUALLY IN SEPARATE ENVELOPES**. Any Bid Category submitted must be COMPLETED IN ITS ENTIRETY. Failure to do so will be grounds for rejection of bids.

All bids shall be submitted in an opaque envelope, sealed, and clearly addressed as follows:

SEALED BID ENCLOSED MARCH 19, 2014 10:00 AM

Project: Village of Downers Grove
Esterbrook/Downers Grove Estates

Attn: Daniel J. Kmiecik, PE

Bid Category: *(Identify one of the following)*

- 1. Demolition/Excavation/Underground Utilities
- 2. Concrete/Asphalt Paving
- 3. Landscaping
- 4. Full Depth Reclamation

The envelope shall also contain the name and address of the bidder.

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: **MARCH 19, 2014 @ 10:00 AM.**
- 1.2 Defined Terms:
 - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder's completed proposal, bonds and all required certifications.
 - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
 - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
 - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
 - 1.2.6 Work – the construction or service defined herein.
 - 1.2.7 Day – unless otherwise stated all references to day "Day" "Days", "day" or "days" shall refer to calendar days.
 - 1.2.8 Proposal Guaranty – the required bid deposit.
- 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: Daniel J. Kmiecik, PE, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, the specific trade package being proposed upon, bidder address, 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. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated

quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.

- 2.7 The Bidder must submit his Bid on the form furnished by the Village. The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, 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. MANDATORY PRE-BID CONFERENCE

- 3.1 A mandatory pre-bid conference will be held on March 5, 2014 at 10:00 am at PUBLIC WORKS BUILDING, 5101 WALNUT AVE., DOWNERS GROVE, IL 60515 to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is mandatory. Trade Contractors that are not registered at this meeting will be deemed ineligible to bid this contract.
- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village at least five (5) business days prior to the date set for receipt. An addendum may be issued as a result of questions received either at the mandatory pre-bid conference or

by fax or email. 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

- 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 Bid Category 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. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder)

- 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 Bid Category 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.

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. Any work, including the starting and/or idling of vehicles or machinery, or a congregation of workers prior to starting work, which may cause any noise level that can be heard by adjacent residents, performed outside of these hours of work and not authorized by the Village shall be subject to a fine of \$250 per day, per violation.

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 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.

(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 (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current

DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

- 30.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records 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 five (5) years from the date of the last payment on the public work.
- 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, 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" and "V3 Construction Group, Ltd." as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village and/or Construction Management Advisor 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.

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

36. BILLING AND PAYMENT PROCEDURES

36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If

payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

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

37. COMPLIANCE WITH OSHA STANDARDS

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

38. CERCLA INDEMNIFICATION

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

39. COPYRIGHT or PATENT INFRINGEMENT

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

40. BUY AMERICA

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

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

41. CAMPAIGN DISCLOSURE

- 41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 41.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

42. GUARANTEE PERIOD

- 42.1 The Contractor shall guarantee all work and provide a maintenance bond for the full amount of the contract, covering a minimum period of one (1) year after approval and acceptance of the Work. The bond 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 guarantee periods 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.

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 "Standard Specifications") as adopted by the Illinois Department of Transportation, January 1, 2014; 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 Standard Specifications 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 Standard Specifications shall govern the Contractor's legal regulations and responsibility to the public, with the following additions:
 - 3.1.1 PROJECT SAFETY. Add the following to Article 107.28:
 - 3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well being of those engaged in the completion of the work specified in this contract.

- 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions regulations of the Occupation Safety and Health Administration and (OSHA) Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.
- 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
- 3.1.1.4 The Contractor shall, prior to performing any work, request information from the Village regarding any existing confined spaces owned by the Village that may be entered in the course of the work, and shall obtain all required confined space entry permits prior to entering any confined spaces. Contractor shall follow all current laws and regulations with regard to confined space entry. Contractor shall maintain and, upon request, provide full documentation of compliance with the appropriate confined space permits for each separate confined space entered on the project.
- 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 Contractor shall schedule his work such that all improvements shall be substantially complete by all individual milestone dates as outlined in Section 4.1.3 and depicted in the Critical Path Schedule attached as part of this document. 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.
- 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 fourteen (14) 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) All demolition, excavation, underground, and paving work between Dunham Road and Saratoga Avenue along Norfolk Street shall be started after 6/12/2014 and be completed by 8/1/2014
 - (b) All other construction activities shall be completed by all individual milestone dates depicted in the Critical Path Schedule.
- 4.1.4 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1, 4.1.2 or 4.1.3 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, Construction Management Advisor 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. 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 Standard Specifications 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, supersede, 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 superseded* 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 superseded, and not in addition to the portion changed.

SP-1: SCOPE OF WORK

This project shall consist of the reconstruction of approximately 4,650 linear feet of HMA roadways with curb and gutter (removal and replacement), 11,310 linear feet of HMA roadways with shoulders and ditches (Full Depth Reclamation), 1,365 linear feet of HMA roadway overlay, the construction of approximately 9,900 linear feet of storm sewer ranging in size from 12" to 36", 7,600 linear feet of 8" DIP, installation of 109 residential water services, asphalt patching, PCC sidewalk and driveway removal and replacement, parkway restoration, driveway replacement, utility structure adjustments; parkway restoration, and sidewalk removal and replacement; and other miscellaneous work; all within the Esterbrook Unit I and Downers Grove Estates subdivisions. Scope of work is defined by the following documents:

1. Esterbrook Unit 1A, Water Main Replacement and Roadway Reconstruction
2. Downers Grove Estates Roadway Rehabilitation and Storm Sewer Installation

SP-2: GENERAL CONSTRUCTION REQUIREMENTS

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

A Critical Path Schedule and roadway construction phasing plan has been developed by the Construction Management Advisor and incorporated into this document. The Contractor shall perform the construction in order as indicated in the schedule and phasing plan and shall not proceed to the next phase without written authorization from the Engineer. **The Contractor shall receive no additional compensation for constructing the project in phases.**

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 Contractors 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.

SP-3: COMPLETION DATE

The awarded Contractor shall schedule his work such that all improvements shall be installed by the individual milestone dates depicted in the Critical Path Schedule. Failure to complete the work on time will result in assessment of liquidated damages in accordance with the applicable sections of Article 108.09 of the Standard Specifications.

SP-4: QUALIFICATIONS OF BIDDER

In 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 Bidder must submit the following information for itself and any major subcontractors proposed for each specific Bid Category (demolition/excavation/underground utility, concrete and asphalt paving, soil remediation/reclamation, or landscaping)::

- 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.
- b. Proposed Project Team - identify a project manager and full-time onsite construction supervisor (can be the same person), with qualifications. The individuals proposed must be utilized for the duration of this project unless an alternate is approved in writing by the Village.

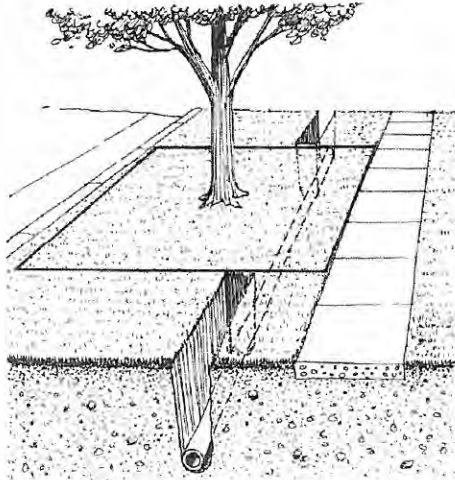
SP-5: TREE PROTECTION

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

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

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

<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 one (1) foot or more 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 roundway 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), all contractors, regardless of responsibility for tree protection, may be subject to the following provisions:

- issuance of an invoice for the value or partial value of the tree lost due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
- costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
- fines of \$500 for the 1st offense; \$1,000 for the 2nd offense; \$2,500 for the 3rd and subsequent offenses.
- each day during which a violation continues shall be construed as a separate and distinct offense.

The value or partial value of the tree lost shall be determined by the Village Forester using the most current edition of the Guide for Plant Appraisal (prepared by the Council of Tree & Landscape Appraisers and the International Society of Arboriculture) and the most current edition of the Species Ratings & Appraisal Factors for Illinois (prepared by the Illinois Arborist Association). The total cost determined for the damage shall be deducted from the payments made to the Contractor for the project. Should the Village hire another Contractor or tree service to complete pruning work, these costs shall also be deducted from the payments made to the Contractor.

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

SP-6 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 sidewalk. 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 sidewalk.

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

permit no excavation until written approval is obtained by the Contractor from the Village Forester. 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 **FOOT** for:

TREE ROOT PRUNING,

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

SP-7 : ROADWAY EXCAVATION, SPECIAL, ESTERBROOK

This work shall consist of the excavation, transportation and disposal of all pavement, sub-base and subgrade materials as required to meet the lines and subgrades of the proposed roadway reconstruction in the Esterbrook subdivision and north Saratoga Avenue portions of the project in accordance with Section 202 of the Standard Specifications. Any other earthwork shown on the plans in the roadway or parkway but not specifically called out shall be INCIDENTAL. Piles of excavated material are not allowed to be stored onsite. Curb and gutter backfill shall be included with this provision.

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

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

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

SP-8 : PAVEMENT REMOVAL FOR UNDERGROUND UTILITY INSTALLATION, SPECIAL

This work shall consist of the excavation, transportation and disposal of all pavement, sub-base and subgrade materials as required to install any underground utility in accordance with Section 202 of the Standard Specifications. Piles of excavated material are not allowed to be stored onsite.

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

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

Basis of Payment: This work shall be paid for at the contract unit price per CUBIC YARD for PAVEMENT REMOVAL FOR UNDERGROUND UTILITY INSTALLATION, SPECIAL

SP-9 : EXCAVATION, SPECIAL, DOWNERS GROVE ESTATES

This work shall consist of the excavation, transportation and disposal of excavated materials as required to meet the lines and subgrades of the proposed ditching, roadway widening, and roadway grading in the Downers Grove Estates portion of the project in accordance with Section 202 of the Standard Specifications. Any other earthwork shown on the plans in the roadway or parkway but not specifically called out shall be INCIDENTAL. Piles of excavated material are not allowed to be stored onsite.

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

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

SP-10 : PARKWAY EXCAVATION, SPECIAL, ESTERBROOK

This work shall consist of the excavation, transportation and disposal of excavated materials as required to allow for PARKWAY RESTORATION, SPECIAL in the Esterbrook and 67th Street portions of the project in accordance with Section 202 of the Standard Specifications. Piles of excavated material are not allowed to be stored onsite.

Basis of Payment: This work will be paid for at the contract unit price per SQUARE YARD for EXCAVATION SPECIAL, ESTERBROOK.

SP-11 : HMA DRIVEWAY REMOVAL

This work shall consist of the excavation, transportation and disposal of HMA Driveway Pavement sub-base and sub-grade material as required to meet the proposed lines and subgrades of the project in accordance with Section 440 of the Standard Specifications.

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

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

SP-12 : PCC DRIVEWAY REMOVAL

This work shall consist of the excavation, transportation and disposal of PCC Driveway Pavement sub-base and sub-grade material as required to meet the proposed lines and subgrades of the project in accordance with Section 440 of the Standard Specifications.

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

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

SP-13: REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

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

This pay item shall be used in conjunction with POROUS GRANULAR EMBANKMENT, SPECIAL (PGES). PGES is in the contract documents to be used if needed as determined by the Engineer, and the pay item reflects the quantity of PGES noted in the schedule. In the event it is not used, the pay item will be reduced proportionate to the unused cubic yards of PGES. Conversely, should the PGES surpass the distributed quantity, as spelled out in the schedule of quantities, cubic yardage will be added to the contract a proportionate amount to PGES. The POROUS GRANULAR EMBANKMENT, SPECIAL shall be paid for separately.

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

SP-14: POROUS GRANULAR EMBANKMENT, SPECIAL

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

1. Crushed Stone, Crushed Concrete

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

2. Gravel, Crushed Gravel

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

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

The porous granular embankment shall be placed in lifts not to exceed two (2) foot thick or as directed by the Engineer. The depth of undercut shall be as directed by the Engineer. Rolling the top of this replacement material with vibratory roller meeting the requirements of Article 1101.01(g) of the Standard Specifications

should be sufficient to obtain the desired keying or interlock and necessary compaction. The Engineer shall verify that adequate keying has been obtained.

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

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

CA-1 stone may be used for utility undercut areas only as directed by the Engineer.

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

The porous granular embankment shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities.

This item shall only be used in those areas in which the Engineer determines that the embankment will not bridge unsuitable soil and only used as field conditions warrant at the time of construction. Quantity for PGES is in the contract documents to be used if needed as determined by the Engineer, and the REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL pay item reflects the quantity of PGES noted in the schedule. In the event it is not used, the REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL pay item will be reduced by a proportionate amount of cubic yards. Conversely, should the PGE surpass the distributed quantity, as spelled out in the schedule of quantities, cubic yardage will be added to the contract in a proportionate amount.

SP-15: PARKWAY RESTORATION, SPECIAL

This item shall be done in accordance with the applicable portions of Sec. 252 of the Standard Specifications and the following provisions. This work will include work performed for both Downers Grove Estates and Esterbrook subdivisions.

As contract work progresses through the Village, parkway restoration work shall commence in a timely manner, as determined by the Engineer, 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 fine grading, fertilizing, topsoiling and sodding of the entire parkway between the back of curb and the right-of-way, ditch-lines from the edge of gravel shoulder to the R.O.W. line and/or sidewalk, and adjacent to all curbs, sidewalks and driveways removed and replaced during the course of construction or as directed by the Engineer. Restoration will also be performed on areas disturbed by storm sewer or culvert construction.

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

All sod shall meet 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 grade all disturbed areas so as to insure the safety of the general public. Parkway 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.

The Contractor shall install parkway sod in two phases during construction. The first phase will include all sod installation EXCEPT for an 8' strip along all roadway edges in the Downers Grove Estates portion of the project which shall remain unsodded until Final Restoration. Final Restoration will occur after all utility and pavement installations have been completed. The time frame for final restoration will be given by the direction of the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per **SQUARE YARD** for **PARKWAY RESTORATION, SPECIAL**, which price shall be payment in full for any grading necessary, the furnishing, transporting and placement of all topsoil and sod and the full watering of sod. Unless otherwise directed by the Engineer, restoration of disturbed parkways outside the limits of improvement will not be paid for separately but shall be considered incidental to the contract.

Supplemental watering shall be paid for at the contract unit price per **UNIT** for **SUPPLEMENTAL WATERING**.

SP-16: EROSION AND SEDIMENTATION CONTROL

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

All downstream ditches shall be protected from erosion and sedimentation by the installation of silt fence or ditch checks; straw bales shall not be used. Piles of excavated material are not allowed to be stored onsite. Storm sewer inlet structures or manholes shall be protected by temporary placement of filter baskets, or solid lids, as authorized in the field by the Engineer.

Erosion and sedimentation control measures as indicated in the Erosion Control Plan, or as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site. All erosion and sedimentation control items must reference and be in accordance with the SWPPP standards and documentation. All contractors will be required to sign a document acknowledging this procedure. Any specific work done by each Contractor must comply with any SWPPP regulations. If erosion control items are needed to be replaced or repaired due to construction activities of each Contractor following the installation of initial erosion and sediment control items, these items shall be incidental to each Contractors' overall contract work.

Silt Fence Installation Placement and maintenance of silt fence at areas designated by the Engineer. The work shall be placed by methods and materials in accordance with Sections 280 and 1080 of the Standard Specifications, except as amended herein.

Silt Fence Removal Removal and disposal of silt fence immediately prior to final restoration work.

Inlet Filter Baskets Installation, maintenance and removal (after final stabilization) of inlet filter baskets as depicted on the plans.

Ditch Check Installation and maintenance of ditch checks as depicted on the plans and as designated by the Engineer.

Ditch Check Removal Removal and disposal of ditch checks immediately prior to final restoration work.

Concrete Washout This shall be INCIDENTAL to the project and must follow all SWPPP requirements.

Basis of Payment: This work shall be paid for at the contract unit price per EACH for INLET FILTER BASKETS, per EACH for SILT DIKE, per EACH for SILT DIKE REMOVAL, per FOOT for SILT FENCE INSTALLATION, per FOOT for SILT FENCE REMOVAL and per SQUARE YARD for TEMPORARY EROSION CONTROL HYDROMULCHING.

SP-17: AGGREGATE FOR TEMPORARY ACCESS

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

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

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

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

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

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

SP-18: PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH

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

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

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

SP-19: DETECTABLE WARNINGS

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

Each Detectable Warning shall consist of brick red 2' in length by variable width (based on proposed sidewalk width in accordance with ADA standards) panels inserted into wet concrete. Detectable Warning shall be "Access Tile Cast In Place Replaceable" or approved equivalent.

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

SP-20: DRIVEWAYS

This work shall consist of the removal, storage and installation of brick driveways or the installation of new HMA and PCC driveways at locations shown on the plans. They shall be replaced to the limits shown on plans or as determined by the Engineer. Removal beyond the limitations noted above shall be done only after the Contractor has received written authorization from the Engineer to perform the work. If driveways have been excavated and are lower than proposed grading of driveway sub-grade, the contractor shall import POROUS GRANULAR EMBANKMENT to bring drives to proposed sub-grade.

The replacement of the driveways shall consist of the following:

The subgrade shall be prepared at all locations, and the slopes adjacent to the driveways shall be shaped accordingly. The maximum grade for the side slopes shall not exceed 33 percent (3H:1V).

PCC Driveways: The base course shall consist of 6 inches of Type CA-6 aggregate base, measured after placement and compaction. The surface course shall consist of 6 or 8 inches of Class PV Portland Cement Concrete. The Driveway shall be placed by methods and materials outlined in Articles 423 and 1020.04 of the Standard Specifications.

All concrete work shall be properly cured utilizing the materials and methods outlined in Section 1022 of the

Standard Specifications; except that Type II curing compound with red dye shall be used.

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

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

The Contractor shall document the existing paver pattern prior to removal to ensure that the pattern of the reinstalled pavers matches the existing pattern as much as practical.

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

SP-21: TEMPORARY SURFACE OVER TRENCH – AGGREGATE, 9”

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

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

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

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

When the use of the aggregate for temporary roads and approaches is discontinued, the surface aggregate placed for this purpose 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, 9”**, 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 driveway approach surfaces. These items shall also include the maintenance of the temporary pavement.

SP-22 AGGREGATE SHOULDERS, TYPE B, 6"

Description: This item shall be done in accordance with Sec. 481 of the SSRBC and shall consist of the construction of approximate two (2) foot wide, six (6) inch deep shoulders or as directed by the Engineer in the area designated by the Engineer.

Unless otherwise directed by the Engineer, existing shoulders with elevations that are too high to accept the proposed aggregate shoulder shall be scraped or excavated as necessary prior to placement of new aggregate. This provision shall also apply to existing shoulders that contain too much vegetation or topsoil. Unnecessary damage or debris outside the designated shoulder area shall be removed and repaired and will not be paid for separately but shall be considered incidental to the cost of Aggregate Shoulders, Type B.

Basis of Payment: This work will be paid for at the contract unit price per **SQUARE YARD** for **AGGREGATE SHOULDERS, TYPE B**, which price shall be payment in full for the work as specified herein.

SP-23: STORM SEWER

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

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

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

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

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

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

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

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

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

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

SP-24: STORM SEWER, RUBBER GASKET

This item shall consist of the construction of Rubber Gasket RCP Storm Sewer in accordance with Section 550 of the Standard Specifications and the Special Provision for Storm Sewer above. Storm sewer shall be constructed with new RCP pipe, Type 1, with rubber gaskets and necessary fittings, of the diameter specified.

The rubber gasket shall be a rubber ring gasket joint conforming to the requirements of ASTM Designation C443 (latest revision) for Joints for Circular Concrete Sewer and Culvert Pipe, Using Flexible Watertight Rubber Gaskets.

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

SP-25: MANHOLES TO BE ADJUSTED

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

Basis of Payment: This work will be paid for at the contract unit price per **EACH** for **MANHOLES TO BE ADJUSTED and MANHOLES TO BE ADJUSTED WITH NEW FRAME AND GRATE or LID, of the type specified**, which price shall include all work as specified herein.

SP-26: STORM SEWER STRUCTURE REMOVAL

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

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

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

SP-27: STORM SEWER REMOVAL

This work shall consist of the removal of existing storm sewer as shown on the plans and in accordance with Section 551 of the Standard Specifications. The existing sewer may be salvaged by the Contractor for whatever use he sees fit, except not to be reused as permanent installation on this project. Trenches falling under or within 2' of proposed pavement or driveways shall be backfilled with **TRENCH BACKFILL** in accordance with section 208.

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

SP-28 FLARED END SECTION REMOVAL

This work shall consist of the removal of existing Flared End Section (FES) at the location shown on the plans and as directed by the Engineer. Existing FES shall be removed so that all FES considered suitable by the Engineer for reuse shall be salvaged. All work shall otherwise conform to applicable articles of Section 551.

Basis of Payment: This work shall be paid for at the contract unit price per **EACH** for **FLARED END SECTION REMOVAL**, regardless of the size and material of the Flared End Section.

SP-29: CONNECTION TO EXISTING STORM SEWER

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

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

SP-30: STORM SEWER CONNECTION TO EXISTING MANHOLE

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

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

SP-31: CONNECT EXISTING STORM SEWER TO PROPOSED DRAINAGE STRUCTURE

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

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

SP-32: PIPE UNDERDRAINS, SPECIAL

This work shall be done in accordance with Section 601 of the Standard Specifications and the Detail shown in the Plans, except as modified herein.

601.01 Description. Add the following to the first paragraph of this Article:

“The work for pipe underdrains shall be constructed in accordance with the Detail provided in the Plans and shall include excavation, connections to existing or proposed storm pipes, drainage structures or pipe drains, and trench backfill.”

601.02 Materials. Revise this Article to read:

“**601.02 Materials.** The pipe underdrains shall be perforated polyvinyl chloride (PVC) pipe in accordance with Section 1040.03 and encased in a fabric filter sock, or approved other by the Engineer, and trench backfill shall be CA-16 aggregate wrapped with filter fabric.”

601.08 Basis of Payment. Revise the first paragraph of this Article to read:

“**601.08 Basis of Payment.** This work will be paid for at the contract unit price per **FOOT** for **PIPE UNDERDRAINS, SPECIAL**, of the diameter specified.”

SP-33: WATER MAIN REMOVAL

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

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

SP-34: VALVE VAULTS TO BE ADJUSTED

This work shall include the adjustment to final grade of existing valve vault frames and lids in accordance with Section 602 of the Standard Specifications.

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

SP-35: SANITARY MANHOLES TO BE ADJUSTED

This work shall include the adjustment to final grade of existing sanitary manhole frames and lids in accordance with Section 602 of the Standard Specifications and meet the requirements of the Downers Grove Sanitary District and the Details shown in the Plans.

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

SP-36: DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED

This work shall include the vertical adjustment of a cast iron extension for the domestic water service box to the finished elevation or as determined by the Engineer, and shall be done in accordance with Article 565.03 of the Standard Specifications. Sufficient space and length along the extension must be provided in order to freely raise or lower the extension. Extreme care shall be taken to keep the inside of the extension and box completely free of any material which would prevent the opening and closing of the water valve.

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

SP-37: HANDHOLES TO BE ADJUSTED

This item shall consist of rebuilding and bringing to grade a handhole at a location shown on the plans or as determined by the Engineer. The work shall consist of removing the handhole frame and cover and the walls of the handhole to a depth of eight (8) inches below the finished grade. Care shall be taken not to damage existing cables or conduit.

Upon completion of the above work, four (4) holes, four (4) inches in depth and, one half (1/2)-inch in diameter, shall be vertically drilled into the remaining concrete; one hole centered on each of the four handhole walls. Four (4) No. 3 steel dowels, eight (8) inches in length, shall be furnished and shall be installed in the drilled holes with a masonry epoxy.

The area adjacent to each side of the handhole shall be excavated to allow forming. All steel hooks, handhole frame, cover, and concrete shall be provided to construct a rebuilt handhole according to applicable portions of Section 814 and Section 1088.06 of the Standard Specifications. (The existing frame and cover shall be replaced if it was damaged during removal or as determined by the Engineer). The frame and cover shall be installed at the proposed finish grade.

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

SP-38: FIRE HYDRANTS TO BE ADJUSTED

This work shall include adjustment of the existing fire hydrant and valve vertically to the finished grade as determined by the Engineer. This work shall be done in accordance with the applicable portions of Section 564 of the Standard Specifications except as modified herein.

564.01 Description. Revise this Article to read:

“564.01 Description. This work shall include excavation, trench dewatering; removal of the existing fire hydrant (and adjacent piping, if necessary); adjustment and/or relocation of the existing fire hydrant valve box; furnishing and installing the necessary pipe and fittings; installing, flushing and swabbing new riser pipe; backfilling the entire excavation with trench backfill up to the proposed subgrade; and disposal of all surplus materials.”

564.03 General. Add the following to the first paragraph of this Article:

“The hydrant shall be installed vertically so that the lowest hose connection is not less than 18 inches nor more than 24 inches above the finished grade ground level. The hydrant barrel shall be braced in such a manner to hold it plumb during backfilling.”

564.03 General. Add the following to the fourth paragraph of this Article:

“Trench backfill material shall be carefully placed and compacted in 6-inch layers around the hydrant to ensure protection and plumbness of the hydrant barrel.”

564.03 General. Add the following paragraphs to this Article:

“The Contractor shall provide ductile iron pipe complying with ANSI A21.51, thickness Class 52, with joints complying with ANSI A21.11. Ductile iron mechanical joint fittings shall be in accordance with ANSI A21.10 or A21.53. Cement linings complying with ANSI 21.4 or AWWA C104, standard thickness shall be used.

Swab the piping, valves, and fittings with a 5% solution of calcium hypochlorite prior to assembly and flush thoroughly.

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

SP-39: EXPLORATORY TRENCH, SPECIAL

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

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

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

SP-40: TRAFFIC CONTROL AND PROTECTION

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

Special attention is called to §107.09 and §107.14 of the Standard Specifications for Road and Bridge Construction and the Highway Standard #701501, #701801, #701901.

The Contractor shall notify the Village of the start of the work as required. All Contractor's methods shall be subject to the approval of the Village. Contractor shall notify the Engineer about all vertical and horizontal clearance restrictions. The required signs shall be placed at the locations designated by the Village.

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

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

SP-41: IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

If construction activities will result in removal and disposal of excavation spoils, per Illinois Public Act 96-1416 and the Illinois Environmental Protection Agency, soil sampling and analysis, along with certification from a licensed professional engineer (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 or LPC-662 form. Neither the LPC-663/662, 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
- Vulcan Materials, 5500 Joliet Rd, McCook, IL 60525
- Heartland Recycling Aurora CCDD, Mettel Rd, Aurora, IL 60505

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, or any other additional hauling, loading, unloading, etc., as may be required. 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-42: PRECONSTRUCTION VIDEOTAPING

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

Basis of Payment: This work will be paid for at the contract **LUMP SUM** price for **PRECONSTRUCTION VIDEOTAPING**, which price shall be payment in full for the work as specified herein.

SP-43: CONSTRUCTION STAKING AND RECORD DRAWINGS

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

This work will be provided by the Village. Layout must be requested by the trade to the Engineer a minimum of 72 hours in advance (this will give the Engineer time to schedule with surveyor and meet their typical 48 hour notice). Layouts provided will be performed to current layout surveying industry standards. Staking will be performed one time only for the following:

- a. Storm Sewer Installation
- b. Water Main Installation
- c. Driveway Culverts
- d. Ditch Grading at high points
- e. Curb & Gutter
- f. Roadway Grading for FDR

Staking will not be performed for the following, or any other items not listed above:

- a. Removals
- b. B-Boxes
- c. Sidewalk
- d. Driveway Aprons

Any additional layout due to accidental removal, damage, or any other reason shall be charged to the

contractor requiring said layout.

SP-44: 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-45: MAILBOX RELOCATION

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

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

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

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

The Contractor shall provide all materials, labor and equipment required to perform this work. The Engineer

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

Basis of Payment. This work shall be paid for at the contract unit price per **EACH** for **MAILBOX RELOCATION** and **EACH** for **TEMPORARY MAILBOX BANK**. The Contractor shall install temporary mailbox banks as directed by the Engineer and per the proposed phasing plan. Contractor will be compensated after the removal of the mailboxes, installation of the temporary mailbox bank, removal of the temporary mailbox bank, restoration and acceptance of the re-installed mailboxes for each phase of construction.

SP-46: FENCE REMOVAL AND REPLACEMENT

This work shall consist of removing fence of various types and materials at various locations as directed by the Engineer. The Contractor shall remove all underground post materials and foundations at no additional cost. Fences shall be salvaged or replaced in kind if damaged in the removal process until reinstallation occurs.

Method of Measurement: This work shall be measured for payment per lineal foot of fence removed.

Basis of Payment: This work shall be paid for at the contract unit price per **FOOT** for **FENCE REMOVAL AND REPLACEMENT**, which price shall be payment in full for the work as specified herein.

SP-47: FLEXIBLE DELINEATORS

This work shall consist of furnishing and installing flexible delineators at locations shown on the plans or as directed by the Engineer. The delineators shall be placed at 5 foot intervals along curb tapers where the road narrows or as directed by the Engineer.

The delineators shall be a one piece fiberglass composite material and meet the following requirements:

The delineators shall be minimum 3.75 inches wide and approximately 72 inches in length. The delineator shall be constructed of impact resistant, hydrocarbon resistant, and UV resistant fiberglass reinforced composite material. The delineator shall be resistant to wind and vehicle impact with a service temperature range of -40 degrees to +140 degrees Fahrenheit.

The delineators shall be white with a matching strip of 3 inch by 12 inch high intensity Type AP prismatic sheeting.

The delineators shall be embedded a minimum of 18 inches into the finished ground. The top shall be no more than 48 inches above the finished ground.

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

SP-48: PRISMATIC CURB REFLECTOR

This work shall consist of furnishing and installing prismatic curb reflectors along the top of curb where curb tapers that narrow the roadway occur or as directed by the Engineer and shall be in accordance with Section 782 of the Standard Specifications.

The reflector color shall be monodirectional white and the reflectors shall be spaced at 5 foot intervals along curb tapers or as directed by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per **EACH** for **PRISMATIC CURB REFLECTOR**, which price shall include all work as specified herein.

SP-49: SAW CUT JOINTS

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

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

SP-50: 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-51: SELECTED GRANULAR BACKFILL, CA-6

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.

Select Granular Backfill, CA-6 shall meet the requirements of Section 1004.04 of the SSRBC, gradation to be "CA-6", except that GR-7 gravel or crushed concrete 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-6** 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-6 as Haunching and Initial Backfill, as defined in the Water and Sewer Specs. Granular bedding shall be considered incidental to the contract price.

Payment shall be made only for the placement of 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 Standard Specifications. Any selected granular material required in excess of the maximum quantity herein specified shall be furnished by the Contractor at his own expense

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

Basis of Payment: This work will be paid for at the contract unit price per **CUBIC YARD** for **SELECTED GRANULAR BACKFILL, CA-6**, which price shall be payment in full for the work as specified herein and as measured in place.

SP-52: SANITARY SERVICE RECONNECTION

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

The existing service pipe shall be cut one and one-half foot beyond the walls of the water main trench in a manner that provides a neat and smooth joint. The reconnection of the new and existing pipes shall be made with PVC pipe grade SDR 26, ASTM D2241, 160 psi pressure pipe, or better with push-on bell and spigot type with rubber ring seal gasket ASTM D3139. Non-shear couplings (couplings with stainless steel shear ring) shall be used to connect pipes of dissimilar material or size – FLEX-SEAL Adjustable Repair Couplings. The excavation shall be backfilled with **SELECTED GRANULAR 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 **SELECTED GRANULAR BACKFILL** used as Final Backfill as defined by the Standard Specifications, shall be paid for separately.

SP-53: DUCTILE IRON WATER MAIN PIPE (TYPE & SIZE SPECIFIED)

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

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

Cement Lined ANSI/AWWA - C104/A21.4

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

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

Ductile Iron Pipe (DIP) - Locking 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) OR DUCTILE IRON WATER MAIN PIPE (TYPE & SIZE SPECIFIED), AUGERED** unit prices shall include all labor, material, and equipment necessary for excavation, bedding, installing, augering 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-54: POLYETHYLENE ENCASEMENT

This work shall consist of encasing the entire length of water main to be installed under this contract. All new ductile iron water mains shall be encased in a polyethylene tube, according to the materials and methods

outlined in ANSI/AWWA C105/A21.5-93.

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

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

SP-55: WATER MAIN FITTINGS

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

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

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

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

SP-56: 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-57: THRUST RESTRAINT

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

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

SP-58: WATER SYSTEM SHUTDOWN

All existing valves shall be turned and operated by the Village's Water Division Personnel. When the Contractor desires the shutdown of an existing water main for the purpose of connection or abandonment, he shall give the Water Division 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-59: VALVES

Water main valves shall meet all of the requirements of the following standards as reissued and published on or

before the date of this contract:

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

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

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

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

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

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

Basis of Payment: This work will be paid for at the contract unit price **EACH** for **RESILIENT-SEATED GATE VALVE (SIZE SPECIFIED) IN (SIZE SPECIFIED) 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-60: FIRE HYDRANT WITH AUXILIARY VALVE

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

Each hydrant shall incorporate a six-inch (6") auxiliary valve and box. All auxiliary valves shall be located a minimum of thirty inches (30") and a maximum of thirty-six inches (36") from the hydrant. Connection of the hydrant and auxiliary valve assembly shall be made with a six-inch (6") diameter ductile iron water main. The

installation of the fire hydrants and auxiliary valves shall be in accordance with the attached hydrant details. All auxiliary valves shall incorporate lacing rods from valve to tee.

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

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

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

SP-61 FIRE HYDRANT REMOVAL

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-62: STEEL CASING PIPE, (SIZE)

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
- 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-63: CONNECTION TO EXISTING WATER MAIN

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

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

SP-64: PRESSURE TESTING

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

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

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

SP-65: CHLORINATION

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

- A.) Prior to chlorinating, all dirt and foreign material shall be removed from the main, or any valved section, by a thorough flushing through the hydrants, or by other approved methods.
- B.) A chlorine gas-water mixture shall be applied by means of a solution-feed chlorinating device, or if approved by the Engineer, the gas shall be fed directly from a chlorine cylinder equipped for diffusion of the gas within the pipes.
- C.) The preferable point of application of the chlorinating agent shall be through a corporation stop inserted near the horizontal axis of the pipe at the beginning of the pipe line extension of any valve section to be placed in service. The water injector for delivering the gas-water mixture into the pipe shall be supplied by a tap on the pressure side of a valve controlling the flow into the pipe to be chlorinated.
- D.) Water from the pressure side of the valve or other source of supply shall be controlled to flow very slowly into the newly laid pipeline during the application of chlorine. The rate of chlorine gas-water mixture flow shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the newly laid pipe shall have a chlorine residual of not less than 50 PPM. It shall be left in contact with the main for at least twenty-four (24) hours with a 25-PPM chlorine residual remaining after the contact period.
- E.) Following the chlorinating, all treated water shall be thoroughly flushed from the new section of main. Samples shall be collected for bacteriological analysis on two (2) successive days, under the supervision of the Water Division Representative. All samples shall be taken from various points on the new portion of the system, from a copper whip tapped into the new section of water main. The samples taken shall be given to the Water Division Representative for testing. The new section of main shall not be placed into service until the Water Division grants approval.
- F.) A representative of the Water Division shall witness chlorinating of the water main.

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

SP-66: LINE STOP EXISTING MAIN

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-67: 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-68: LEAK DETECTION

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 DETECTION**, 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-69: TEMPORARY BITUMINOUS PATCH

This item shall be used at locations where 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 'Asphalt 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 asphalt patching material surface used in the construction of temporary road surfaces. This item shall also include the maintenance of the temporary pavement.

SP-70: REMOVE EXISTING CULVERTS

Revise fourth paragraph of Article 501.06 to read: Removal of existing culverts will be measured for payment in units of each at the location designated on the plans.

Revise the sixth paragraph of Article 501.07 to read: Removal of existing pipe culverts will be paid for at the contract unit price per each for **REMOVE EXISTING CULVERTS**, which price shall include the removal and disposal of any culvert and any headwalls attached to the culvert designated for removal. Also, included is the filling of holes or depressions left after removing the culvert and leveling the ground surface. In the case of culverts under existing and proposed driveways, backfill shall be Trench Backfill as specified in the General Notes of the plan set.

Method of Measurement. This work will be measured for payment as the number of culverts removed.

Basis of Payment. This work will be paid for at the contract unit price per **EACH** for **REMOVE EXISTING CULVERTS**

SP-71 CONFLICT MANHOLE (SIZE, TYPE, FRAME)

Description: This work shall consist of constructing a storm sewer manhole together with frames and the conflict manhole detail on the Drawings and as specified herein.

Construction Requirements: Drainage structures shall be precast reinforced concrete in accordance with Article 602.07 of the Standard Specifications. The section of sanitary sewer to pass through the conflict manhole shall be encased in ductile iron or steel casing (coated on both interior and exterior) with spacers. The casing for the sanitary sewer running through the conflict manhole shall be installed in two pieces and tack welded back together. The casing pipe shall be wrapped with “Canusa” pipe wrap and the casing ends shall be sealed with brick and mortar. Manholes shall be provided with epoxy-coated cast iron steps on 16” centers from frame to invert.

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

CONFLICT MANHOLE (SIZE, TYPE, FRAME),

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

SP-72: FULL-DEPTH RECLAMATION (FDR) WITH CEMENT

All references to Divisions, Sections, and Articles in this Special Provision shall be construed to mean specific Divisions, Sections, and Articles in the Standard Specifications for Road and Bridge Construction adopted by the Department of Transportation.

Description. This work shall consist of cold milling and pulverizing all of the existing bituminous layers and/or portions of the aggregate base material to a specified depth and maximum size; spreading and mixing cement, water and additives with the recycled material; and compacting the mixture.

Materials. Materials shall be according to the following Articles of Division 1000 – Materials.

Item	Article/Section
(a) Portland Cement (Note 1).....	1001
(b) Water	1002
(c) Fine Aggregate (Note 2)	1003
(d) Coarse Aggregate (Note 2)	1004
(e) Reclaimed Asphalt Pavement (Note 3)	1031
(f) Cold Pulverized Material (Note 4)	
(g) Mix Design (Note 5)	

Note 1 Limit. The type and allowable percentage will be described in the mix design.

- Note 2. The mix design will specify gradation and quality of any additional aggregate. Any additional fine aggregate shall meet Class B quality as a minimum. Any additional coarse aggregate shall meet Class C quality as a minimum.
- Note 3. The Engineer may allow reclaimed asphalt pavement (RAP) from Conglomerate “D” Quality or better RAP stockpiles as specified in Article 1031.02 or from millings of the existing highway. The RAP material shall not exceed the maximum size requirement of the cold pulverized material, and when blended with the cold pulverized material shall produce a product which meets the specifications of the mix design.
- Note 4. After pulverization, the gradation of the cold pulverized material shall meet the following requirements.

COLD PULVERIZED MATERIAL GRADATIONS				
Grad No.	Sieve Size and Percent Passing			
	3 in. (75 mm)	2 in. (50 mm)	1 1/2 in. (37.5 mm)	No 4 (4.75 mm)
PM 3		100	100 - 97	
PM 4	100	95		55

MIX DESIGN HAS BEEN PERFORMED AND IS INCLUDED HEREIN.

FDR WITH CEMENT MIX DESIGN REQUIREMENTS	
Test Method	Requirement
Gradation for Design Millings, AASHTO T 27, AASHTO T 88	Report
Liquid Limit, AASHTO T 89	Report
Plasticity Index, AASHTO T 90	Report
Sand Equivalent, ASTM D2419, Method B	Report
Moisture Density Relationship, AASHTO T 134	Report
Unconfined Compressive Strength, 7-Day, ASTM D 1633, psi	500 min
Freeze Thaw Durability (10-cycle), Vacuum Saturation Test, ASTM C 593, psi	350 min
Additional Additive(s) ¹ Coarse Aggregate Fine Aggregate RAP	Report Report Report
Cement Percentage by Dry Mass	Report

Notes: 1. Report shall include type/gradation and producer/supplier.

Equipment. Equipment shall be according to the following Articles of Division 1100 – Equipment.

- | | |
|--|---------------------|
| A. Self-Propelled Pneumatic-Tired Rollers | (Note 1) 1101.01(c) |
| B. Vibratory Roller | (Note 2) 1101.01(g) |
| C. Mechanical Sweeper | 1101.03 |
| D. Motor Grader | 1101.05 |
| E. Self-Propelled Milling Machine | 1101.16(a) |
| F. Mechanical Spreader | (Note 3) |
| G. Self-Propelled Reclaimer | (Note 4) |
| H. Self-Propelled Vibratory Padfoot Roller | (Note 5) |

I. Water Truck

(Note 6)

- Note 1. The self-propelled pneumatic-tired roller shall have a gross weight (mass) of not less than 25 tons (23 metric tons).
- Note 2. The vibratory steel roller shall have a gross weight of not less than 10 tons (9 metric tons).
- Note 3. Spreaders or distributors used to apply the stabilization chemical for FDR shall be cyclone, screw type or pressure manifold type. Spreaders or distributors used shall be able to demonstrate a consistent and accurate application rate while minimizing dust during construction. Imported granular material used for FDR may be tailgated with end dumps and spread to a uniform thickness with a motor grader or it may be spread with mechanical spreader or placed with a conventional paver.
- Note 4. The self-propelled reclaimer shall be capable of fully pulverizing the existing pavement to the depth required, incorporate the water, and mix the materials to produce a homogeneous material. The minimum power of the self-propelled reclaimer shall be 500 hp (373 kW). The self-propelled reclaimer shall be capable of reclaiming not less than 8 ft (2.4 m) wide and up to 12 in. (305 mm) deep in each pass. The self-propelled reclaimer shall be capable of injecting water directly into the mixing chamber via an electronic control system that records the amount of moisture addition. The cutting drum should be fitted with cutting teeth capable of trimming earth, aggregate and bituminous mixtures, and so designed that they may be accurately adjusted vertically and held in place. The machine shall weigh at least 12.5 tons (11.5 metric tons) and shall have such strength and rigidity that it will not develop a center deflection of more than 1/8 in (0.125 mm). Disc harrows, bucket teeth and other equipment that do not meet the above requirements shall not be used.
- Note 5. The self-propelled vibratory pad foot roller shall have 84 in. (2133 mm) wide drums and gross weight of not less than 10 tons (9 metric tons). A front mounted blade is recommended for back-dragging. A self-propelled vibratory pad foot roller shall be required for each self-propelled reclaimer.
- Note 6. Water trucks used for adding compaction shall be set up for a controlled spray.

CONSTRUCTION REQUIREMENTS

General Conditions. This work consisting of cement application, mixing, spreading, compacting, and finishing shall be continuous and completed within 2 hours from the start of mixing. Any processed material that has not been compacted and finished shall not be left undisturbed for longer than 30 minutes.

Weather Limitations. This work shall be performed when the atmospheric temperature in the shade and away from artificial heat is 50 °F (10 °C) and rising. Also, the weather shall not be foggy or rainy. The weather forecast shall not call for freezing temperature within 7 days after placement of any portion of the project and the annual average low temperature within 7 days of the end of the project shall be greater than 32 °F (0 °C).

Pre-pulverization and Initial Shaping. The existing pavement shall be pre-pulverized by the self-propelled reclaimer and/or shaped by the motor grader to correct for profile, crown, and contour, according to the plans, before the addition of the cement.

THE GRADING SHALL OCCUR TO MEET THE CROSS SECTIONS IN THE ENGINEERING PLANS. EXCESS MATERIAL SHALL BE GRADED TO SHOULDER AREA AND EXCESS MATERIAL WILL BE USED AS SHOULDER. FULL DEPTH RECLAMATION SHALL OCCUR TO WIDTHS AS SPECIFIED IN TYPICAL SECTIONS AND ADDITIONAL LOOSE MATERIAL WILL BE LEFT FOR SHOULDERS. SHOULDER MATERIAL MAY BE WIDER THAN SHOWN ON PLANS BUT WILL NOT BE PAID FOR SEPARATELY. IT IS THE DESIGN INTENT TO LEAVE ALL PREPULVERIZED MATERIAL ON SITE. IF EXCESS MATERIAL MUST BE REMOVED AS DIRECTED BY ENGINEER, IT SHALL BE PAID FOR AS REMOVAL OF UNSUITABLE MATERIAL.

Water, coarse aggregate, RAP Material, or other additives required may be added during this operation. The pre-pulverized and shaped material shall be compacted with a vibratory roller in static mode to support equipment and/or traffic and to provide depth control during processing. Depth of pre-pulverization and shaping shall be 1 in. (25 mm) to 2 in. (50 mm) less than the depth of final processing.

Cement Application. The quantity of cement specified in the mix design shall be spread on the finished surface of the pre-pulverized material using a mechanical spreader. If a slurry is being applied, the finished surface of the pre-pulverized material shall be scarified prior to spreading of the slurry to prevent excessive runoff or ponding.

Mixing. Mixing shall begin as soon as possible after the cement has been spread; however, the time from cement placement on the finished surface of the pre-pulverized material to start of mixing shall not exceed 30 minutes. If a slurry is used, the time from first contact of cement with water to application on the finished surface of the pre-pulverized material shall not exceed 60 minutes. Mixing shall continue until the entire mixture is pulverized so that the mixed material passes the gradation specified. A final gradation test shall be made at the conclusion of mixing operations.

Prior to compaction, the mixture shall be at the required moisture content throughout. If using dry cement, water application shall only be done through the self-propelled reclaimer integrated fluid injection system during mixing.

Compaction. The recycled material shall be compacted according to the following.

- (a) **Optimum Moisture Content.** At the start of compaction, the moisture content shall be within ± 2.0 percent from the optimum moisture content determined by the mix design or the latest moisture-density test. No section shall be left undisturbed for longer than 30 minutes during compaction operations. All compaction operations shall be completed within 2 hours from the start of mixing.

- (b) Density. The field density shall be determined by a nuclear density gauge in the direct transmission mode according to AASHTO T 310. The processed material's field density shall be uniformly compacted to a minimum of 98% of maximum dry density based on a moving average of five consecutive tests with no individual test below 96%. Optimum moisture and maximum dry density shall be determined by the mix design and verified during construction by a moisture-density test according to AASHTO T 134.
- (c) Rollers. Immediately after processing and final shaping the recycled material shall be compacted with equipment meeting the following requirements.

MINIMUM ROLLER REQUIREMENTS FOR FDR			
Breakdown Roller (one of the following)	Intermediate Roller ¹	Final Roller (one or more of the following) ¹	Density Requirement
P ¹ , PF ²	P, V _D	P, V _S	98 percent of the maximum dry density

*Note(s): 1. Equipment definitions in Table 1 of Article 406.07.
2. PF - Self-propelled vibratory padfoot roller for breakdown rolling.*

- (d) Rolling. The breakdown roller shall be 500 ft (150 m) or less behind all self-propelled reclaimer units. The recycled material shall be compacted by the padfoot roller, applying high amplitude and low frequency, or the pneumatic-tired roller. Breakdown rolling shall be performed until the breakdown roller walks out of the material. Walking out for the padfoot roller is defined as light being clearly evident between all of the pads at the material-padfoot drum interface and being no more than 3/16 in. (5 mm) deep. Walking out for the pneumatic-tired roller is defined as no significant wheel impressions being left on the surface.

After the completion of breakdown rolling, the motor grader shall be used to cut the recycled material no deeper than necessary to remove breakdown roller marks from the initial compaction and to achieve desired cross slope.

The bladed recycled material shall be compacted by the intermediate and final rollers. The number of passes and order of rollers may be altered to meet compaction requirements. Finish rolling shall not be done in vibratory mode. Water may be lightly sprayed by a water truck to aid in improving final density and appearance. A second water truck is required if water is also being added at the reclaimer.

Curing. Finished portions of the FDR base that are traveled on by equipment used in constructing an adjoining section shall be protected in such a manner as to prevent equipment from marring or damaging completed work.

After completion of final finishing, the surface shall be cured by application of a bituminous prime material, SS-1 at a rate of 0.15 gal/sq-yd.

CURING TIME HAS BEEN REDUCED TO FOUR DAYS FOR THIS CONTRACT.

If curing material is used, it shall be applied as soon as possible, but not later than 24 hours after completing finishing operations. The surface shall be kept continuously moist prior to application of curing material.

For bituminous curing material, the FDR base surface shall be dense, free of all loose and extraneous materials and shall contain sufficient moisture to prevent excessive penetration of the bituminous material. The bituminous material shall be uniformly applied to the surface of the completed chemically stabilized material. The exact rate and temperature for complete coverage, without undue runoff, shall be specified by the engineer.

Should it be necessary for construction equipment or other traffic to use the bituminous covered surface before the bituminous material has dried sufficiently to prevent pickup, sufficient sand cover shall be applied before such use.

Sufficient protection from freezing shall be given the chemically stabilized material for 7 days after its construction or as approved by the engineer.

Opening to Traffic. Completed portions of FDR base may be opened immediately to low speed local traffic and to construction equipment, provided the curing material ~~or moist-curing~~ operations are not impaired and provided the FDR base is sufficiently stable to withstand marring or permanent deformation. The section can be opened up to all traffic after the FDR base has received a curing compound or subsequent surface and is sufficiently stable to withstand marring or permanent deformation.

Maintenance. The finished surface shall be maintained in good condition until all work is completed and accepted. Immediate repairs of any defects that may occur shall be done at the contractor's expense. If it is necessary to replace any processed material, the replacement shall be for full depth, with vertical cuts, using an approved material. No skin patches shall be permitted.

Quality Control/ Quality Assurance (QC/QA).

- (a) Quality Control by the Contractor. The Contractor shall perform or have performed the inspection and tests required to assure conformance to contract requirements. Control includes the recognition of obvious defects and their immediate correction. This may require increased testing, communication of test results to the job site, modification of operations, suspension of the work, or other actions as appropriate.

The Engineer shall be immediately notified of any failing tests and subsequent remedial action. Passing tests shall be reported to the Engineer no later than the start of the next work day.

- (b) Quality Assurance by the Engineer. The Engineer will conduct independent assurance tests on split samples taken by the Contractor for quality control testing. In addition, the Engineer will witness the sampling and splitting of these samples and will immediately retain witnessed split samples for quality assurance testing.
- (c) Tests Methods and Frequency.

- (1) **Depth of Pulverization (Milling).** The nominal depth at the centerline shall be required. Anytime depth changes are made or equipment is idle, a depth check shall be taken.
- (2) **Pulverized Material Sizing and Gradation.** A sample shall be obtained before cement addition and screened using a 3.0 in. (37.5 mm) sieve (or smaller sieve if required) to determine if meeting the maximum particle size requirement. Gradations shall be performed each day on the moist millings using the following sieves: 2.0, in. 1.5 in., 1.0 in., 3/4 in., 1/2 in., 3/8 in., No. 4, No. 8, No. 16, and No. 30. The resulting gradation shall be compared to the mix design gradations to determine any necessary changes to cement content.

Sampling procedures shall generally be in accordance with ASTM D 979 or AASHTO T 168.

- (3) **Cement Application Rate.** The Engineer shall be notified any time cement application rate is changed. The cement application rate shall be checked and recorded for each segment in which the percentage is changed.
- (4) **Optimum Moisture and Maximum Dry Density.** The moisture-density test shall be run according to AASHTO T 134.
- (5) **Compacted Density.** The compacted density shall be determined by a nuclear density gauge in the direct transmission mode according to AASHTO T 310.
- (6) **Frequency.** The following table provides the minimum frequency for tests; however, the Engineer may increase the testing frequency if the construction process is experiencing problems or unknown conditions are encountered.

QC/QA TESTING FREQUENCY		
Test	QC Frequency ¹	QA Frequency ¹
Depth of Pulverization	1 per 500 ft (150 m)	1 per 1000 feet (300 m)
Pulverized Material Gradation	1 per 0.5 day of production	1 per day of production
Cement Application Rate	1 per 500 ft (150 m)	1 per 1000 feet (300 m)
Optimum Moisture and Maximum Dry Density	1 per 0.5 day of production	1 per day of production
Compacted Density	1 per 0.25 mile (0.4 km)	1 per mile (1.6 km)

Note: 1. The Contractor shall perform all quality control tests within the first 500 ft (150 m) after startup or any change in the mix. The Department will also run the split samples at these locations.

Method of Measurement.

Cement incorporated in the full-depth reclamation mixture will be measured for payment in hundredweights (kilograms), but payment will not be measured for cement in excess of 105 percent of the amount specified by the mix design or approved by the engineer.

Full-depth reclamation will be measured in square yards (square meters) of the recycled pavement.

Basis of Payment.

The cement material will be paid for at the contract unit price per hundredweight (kilogram) for CEMENT.

The full-depth reclamation will be paid for at the contract unit price per square yard (square meter) for FULL-DEPTH RECLAMATION, of the thickness specified.

V. BID and CONTRACT FORM (Village)

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

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

BIDDER:

Austin Tyler Construction, Inc.

Company Name

23343 S Ridge Road
Elwood, IL 60421

Street Address of Company

City, State, Zip

815-726-1090
Business Phone

815-726-1171
Business Fax

ATTEST: if a Corporation

Ronald A. Plumber
Signature of Corporation Secretary

3/19/14
Date

jyoung@austin-tyler.com
E-mail Address

JEFF YOUNG
Contact Name (Print)

815-679-8306
24-Hour Telephone

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

Gary S. Schumal **President**
Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by as depicted in the Critical Path Schedule in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

V. BID and CONTRACT FORM (Contractor)

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

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

BIDDER:

Austin Tyler Construction, Inc.

Company Name
23343 S Ridge Road
Elwood, IL 60421

Street Address of Company

City, State, Zip

815-726-1090
Business Phone

815-726-1171
Business Fax

ATTEST: if a Corporation

Ronald A. Plunk
Signature of Corporation Secretary

3/19/14
Date

jyoung@austin-tyler.com
E-mail Address

JEFF YOUNG
Contact Name (Print)

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Gary S. Schumal **President**
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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.

SCHEDULE OF PRICES:

Trade Specific Bid Category Schedule of Prices

Individual Schedule of Prices are provided for the following four (4) on trade specific Bid Categories:

1. Demolition/Excavation/Underground Utilities
2. Concrete/Asphalt Paving
3. Landscaping
4. Full Depth Reclamation

Contractors may submit a bid on a single or multiple Bid Categories. **Each Bid Category must be SUBMITTED INDIVIDUALLY.** Any Bid Category submitted must be **COMPLETED IN ITS ENTIRETY.** Bidders shall write **NO BID** on the *Total Bid* summary line for the four (4) Bid Category Schedule of Prices not being submitted upon.

Village of Downers Grove

TRADE PACKAGE: DEMOLITION/EXCAVATION/UNDERGROUND

Pay Item N.	Description	Unit	Quantity	Unit Cost	Total Cost
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	267	25-	6675-
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	85	35-	2975-
SP-5	TREE ROOT PRUNING	FOOT	900	40-	36000-
SP-6	EXCAVATION, SPECIAL, DOWNERS GROVE ESTATES	CU YD	9,078	28-	254,184-
SP-7	ROADWAY EXCAVATION, ESTERBROOK	SY	2,067	15-	31005-
SP-10	PARKWAY EXCAVATION, SPECIAL, ESTERBROOK	SQ YD	1,887	5.50	10,378.50
SP-9	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	500	23-	11500-
SP-41	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	50	500-	25000-
SP-14	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	500	27-	13500-
SP-17	AGGREGATE FOR TEMPORARY ACCESS	TON	425	20-	8500-
SP-51	SELECTED GRANULAR BACKFILL, CA-6	CU YD	7,337	36-	264132-
SP-21	TEMPORARY SURFACE OVER TRENCH - AGGREGATE (CA-6), 9"	SQ YD	5,851	8-	46808-
SP-39	EXPLORATORY TRENCH, SPECIAL	CU YD	200	35-	7000-
SP-16	SILT FENCE INSTALLATION	FOOT	1,066	2.50	2665-
SP-16	DITCH CHECK INSTALLATION	EACH	40	90-	3600-
SP-16	INLET FILTER BASKETS	EACH	265	100-	26500-
28100105	STONE RIPRAP, CLASS A3	SQ YD	10	47-	470-
SP-69	TEMPORARY BITUMINOUS PATCH	TON	300	115-	34500-
SP-72	CLASS D PATCHES - 6" DEPTH	TON	1,317	78-	102726-
SP-8	PAVEMENT REMOVAL FOR UNDERGROUND UTILITY INSTALLATION, SPECIAL	SQ YD	5,851	10-	58510-
SP-11	HOT MIX ASPHALT DRIVEWAY REMOVAL	SQ YD	8,410	8-	67280-

Village of Downers Grove

TRADE PACKAGE: DEMOLITION/EXCAVATION/UNDERGROUND (CONT.)

SP-12	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SQ YD	1,503	<u>12-</u>	<u>18036-</u>
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	200	<u>10-</u>	<u>2000-</u>
44000600	SIDEWALK REMOVAL	SQ FT	16,057	<u>2-</u>	<u>32114-</u>
SP-46	FENCE REMOVAL AND REPLACEMENT	FOOT	104	<u>50-</u>	<u>5200-</u>
SP-70	REMOVE EXISTING CULVERTS	EACH	171	<u>300-</u>	<u>51300-</u>
Z0018700	STORM STRUCTURE REMOVAL	EACH	30	<u>500-</u>	<u>15000-</u>
SP-27	STORM SEWER REMOVAL 8"	FOOT	116	<u>20-</u>	<u>2320-</u>
SP-27	STORM SEWER REMOVAL 10"	FOOT	92	<u>20-</u>	<u>1840-</u>
SP-27	STORM SEWER REMOVAL 12"	FOOT	1,376	<u>20-</u>	<u>27520-</u>
SP-27	STORM SEWER REMOVAL 15"	FOOT	709	<u>20-</u>	<u>14180-</u>
SP-27	STORM SEWER REMOVAL 18"	FOOT	22	<u>20-</u>	<u>440-</u>
54214713	PRECAST REINFORCED CONCRETE FLARED END SECTIONS - ELLIPTICAL, EQUIVALENT ROUND-SIZE 18"	EACH	1	<u>950-</u>	<u>950-</u>
542A0217	PIPE CULVERTS, CLASS A, TYPE 1 12"	FOOT	644	<u>36-</u>	<u>23184-</u>
542A5473	PIPE CULVERTS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 18"	FOOT	69	<u>63-</u>	<u>4347-</u>
542D0217	PIPE CULVERTS, CLASS D, TYPE 1 12"	FOOT	2,084	<u>39-</u>	<u>81276-</u>
542D0220	PIPE CULVERTS, CLASS D, TYPE 1 15"	FOOT	660	<u>42-</u>	<u>27720-</u>
54213657	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	27	<u>560-</u>	<u>15120-</u>
54213660	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	EACH	9	<u>590-</u>	<u>5310-</u>
54213663	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	1	<u>625-</u>	<u>625-</u>
SP-29	CONNECT TO EXISTING STORM SEWER	EACH	4	<u>600-</u>	<u>2400-</u>
SP-30	STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	6	<u>250-</u>	<u>1500-</u>

TRADE PACKAGE: DEMOLITION/EXCAVATION/UNDERGROUND (CONT.)

Village of Downers Grove

SP-31	CONNECT EXISTING STORM SEWER TO PROPOSED DRAINAGE STRUCTURE	EACH	19	<u>515-</u>	<u>9785-</u>
SP-23	STORM SEWERS, TYPE 1, CLASS A, 12"	FOOT	2,715	<u>33-</u>	<u>89595-</u>
SP-23	STORM SEWERS, TYPE 1, CLASS A, 15"	FOOT	603	<u>34-</u>	<u>20502-</u>
SP-23	STORM SEWERS, TYPE 1, CLASS A, 18"	FOOT	1,250	<u>38-</u>	<u>47500-</u>
SP-23	STORM SEWERS, TYPE 1, CLASS A, 24"	FOOT	1,026	<u>48-</u>	<u>49248-</u>
SP-23	STORM SEWERS, TYPE 1, CLASS A, 30"	FOOT	649	<u>62-</u>	<u>40238-</u>
SP-23	STORM SEWERS, TYPE 1, CLASS A, 36"	FOOT	190	<u>76-</u>	<u>14440-</u>
Z0056608	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	2,103	<u>39-</u>	<u>82017-</u>
Z0056611	STORM SEWER (WATER MAIN REQUIREMENTS) 16 INCH	FOOT	452	<u>34-</u>	<u>15368-</u>
Z0056616	STORM SEWER (WATER MAIN REQUIREMENTS) 24 INCH	FOOT	89	<u>49-</u>	<u>4361-</u>
Z0056622	STORM SEWER (WATER MAIN REQUIREMENTS) 36 INCH	FOOT	483	<u>79-</u>	<u>38157-</u>
60200105	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	<u>1700-</u>	<u>1700-</u>
60200205	CATCH BASINS, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	8	<u>1700-</u>	<u>13600-</u>
60200105	CATCH BASINS, TYPE A, 4' DIAMETER, NEENAH R-3229 FRAME AND GRATE	EACH	2	<u>1900-</u>	<u>3800-</u>
60218300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	51	<u>1700-</u>	<u>86700-</u>
60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	<u>1800-</u>	<u>3600-</u>
60218500	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	8	<u>1800-</u>	<u>14400-</u>
60221000	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	18	<u>2300-</u>	<u>41400-</u>

TRADE PACKAGE: DEMOLITION/EXCAVATION/UNDERGROUND (CONT.)

Village of Downers Grove

60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	<u>2300-</u>	<u>4600-</u>
60223700	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	6	<u>3900-</u>	<u>23400-</u>
60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4	<u>3900-</u>	<u>15600-</u>
SP-71	CONFLICT MANHOLES	EACH	14	<u>2600-</u>	<u>36400-</u>
60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	20	<u>1075-</u>	<u>21500-</u>
60234200	INLETS, TYPE A, NEENAH R-3229 FRAME AND GRATE	EACH	10	<u>1200-</u>	<u>12000-</u>
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	11	<u>1200-</u>	<u>13200-</u>
60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	4	<u>1000-</u>	<u>4000-</u>
SP-33	DUCTILE IRON WATERMAIN PIPE REMOVAL, 2"	FOOT	83	<u>20-</u>	<u>1660-</u>
SP-33	DUCTILE IRON WATERMAIN PIPE REMOVAL, 6"	FOOT	567	<u>20-</u>	<u>11340-</u>
SP-33	DUCTILE IRON WATERMAIN PIPE REMOVAL, 8"	FOOT	167	<u>20-</u>	<u>3340-</u>
SP-33	DUCTILE IRON WATERMAIN PIPE REMOVAL, 12"	FOOT	21	<u>20-</u>	<u>420-</u>
SP-67	ABANDONMENT OF EXISTING WATER MAIN	L SUM	1	<u>32000-</u>	<u>32000-</u>
SP-53	DUCTILE IRON WATER MAIN PIPE (2")	FOOT	83	<u>60-</u>	<u>4980-</u>
SP-53	DUCTILE IRON WATER MAIN PIPE (6")	FOOT	155	<u>60-</u>	<u>9300-</u>
SP-53	DUCTILE IRON WATER MAIN PIPE (8")	FOOT	7,808	<u>59-</u>	<u>460672-</u>
SP-53	DUCTILE IRON WATER MAIN PIPE (12")	FOOT	21	<u>160-</u>	<u>3360-</u>
SP-56	WATER SERVICE, 1.5", SHORT, OPEN CUT	EACH	77	<u>2600-</u>	<u>200,200-</u>
SP-56	WATER SERVICE, 1.5", LONG, PUSHED	EACH	114	<u>3100-</u>	<u>353400-</u>
SP-59	RESILIENT-SEATED GATE VALVE (8"), IN 5' VAULT	EACH	28	<u>3000-</u>	<u>84000-</u>
SP-60	FIRE HYDRANT WITH AUXILIARY VALVE	EACH	24	<u>5000-</u>	<u>120000-</u>

TRADE PACKAGE: DEMOLITION/EXCAVATION/UNDERGROUND (CONT.)

Village of Downers Grove

SP-61	FIRE HYDRANT REMOVAL	EACH	23	<u>500-</u>	<u>11500-</u>
SP-62	STEEL CASING PIPE, 16"	FOOT	830	<u>46-</u>	<u>38180-</u>
SP-63	CONNECTION TO EXISTING WATER MAIN (NON PRESSURE, 6")	EACH	12	<u>3000-</u>	<u>36000-</u>
SP-63	CONNECTION TO EXISTING WATER MAIN (NON PRESSURE, 8")	EACH	8	<u>3000-</u>	<u>24000-</u>
SP-63	CONNECTION TO EXISTING WATER MAIN (NON PRESSURE, 12")	EACH	2	<u>3000-</u>	<u>6000-</u>
SP-66	LINE STOP EXISTING MAIN, 6"	EACH	1	<u>4500-</u>	<u>4500-</u>
SP-66	LINE STOP EXISTING MAIN, 8"	EACH	1	<u>4700-</u>	<u>4700-</u>
SP-66	LINE STOP EXISTING MAIN, 12"	EACH	1	<u>5500-</u>	<u>5500-</u>
SP-68	LEAK DETECTION	L SUM	1	<u>3100-</u>	<u>3100-</u>
SP-25	MANHOLES TO BE ADJUSTED	EACH	47	<u>325-</u>	<u>15275-</u>
60257900	MANHOLES TO BE RECONSTRUCTED	EACH	30	<u>475-</u>	<u>14250-</u>
SP-34	VALVE VAULTS TO BE ADJUSTED	EACH	14	<u>325-</u>	<u>4550-</u>
60266100	VALVE VAULTS TO BE RECONSTRUCTED	EACH	9	<u>475-</u>	<u>4275-</u>
SP-37	HANDHOLES TO BE ADJUSTED	EACH	30	<u>475-</u>	<u>14250-</u>
SP-36	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	56	<u>170-</u>	<u>9520-</u>
SP-38	FIRE HYDRANTS TO BE ADJUSTED	EACH	7	<u>1750-</u>	<u>12250-</u>
SP-35	SANITARY MANHOLES TO BE ADJUSTED	EACH	41	<u>450-</u>	<u>18450-</u>
SP-52	SANITARY SEWER SERVICE RECONNECTION	EACH	94	<u>275-</u>	<u>25850-</u>
Z0010600	CLEANING EXISTING DRAINAGE SYSTEM	FOOT	74	<u>55-</u>	<u>4070-</u>
SP-42	PRECONSTRUCTION VIDEOTAPING	L SUM	1	<u>3000-</u>	<u>3000-</u>
67000400	ENGINEER'S FIELD OFFICE - TYPE B	MONTH	8	<u>3000-</u>	<u>24000-</u>
40200500	AGGREGATE SURFACE COURSE, TYPE A 6"	SQ YD	1,200	<u>7-</u>	<u>8400-</u>
SP-44	ROAD CONSTRUCTION AHEAD SIGNAGE	EACH	16	<u>400-</u>	<u>6400-</u>

TRADE PACKAGE: DEMOLITION/EXCAVATION/UNDERGROUND (CONT.)

Village of Downers Grove

SP-44	ROAD CLOSED TO THRU TRAFFIC SIGNAGE ON TYPE III BARRICADE	EACH	24	<u>400-</u>	<u>9600-</u>
SP-44	STREET SWEEPING AND DUST CONTROL	HOUR	100	<u>145-</u>	<u>14500-</u>
SP-40	TRAFFIC CONTROL AND PROTECTION	L SUM	1	<u>5000-</u>	<u>5000-</u>
67100100	MOBILIZATION	L SUM	1	<u>200,000-</u>	<u>200,000-</u>

TOTAL BID – DEMOLITION/EXCAVATION/UTILITIES

TRADE PACKAGE:: \$3,865,193.50



Village of Downers Grove

TRADE PACKAGE: ASPHALT PAVING/CONCRETE — *NA*

Pay Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
SP-5	TREE ROOT PRUNING	FOOT	150		
SP-7	ROADWAY EXCAVATION, ESTERBROOK	SY	11,404		
SP-10	PARKWAY EXCAVATION, SPECIAL, ESTERBROOK	SQ YD	11,417		
SP-9	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	3,600		
SP-41	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	142		
SP-14	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	3,600		
SP-39	EXPLORATORY TRENCH, SPECIAL	CU YD	20		
SP-11	HOT MIX ASPHALT DRIVEWAY REMOVAL	SQ YD	2,407		
SP-12	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SQ YD	268		
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	8,700		
44000600	SIDEWALK REMOVAL	SQ FT	3,400		
44000161	HOT MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	7,742		
SP-17	AGGREGATE FOR TEMPORARY ACCESS	TON	200		
SP-22	AGGREGATE SHOULDERS, TYPE B, 6"	SQ YD	592		
31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	13,840		
35501312	HOT-MIX ASPHALT BASE COURSE, 7"	SQ YD	11,407		
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	1,915		
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	440		
40600300	AGGREGATE (PRIME COAT)	TON	40		
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	5,328		

Village of Downers Grove

TRADE PACKAGE: ASPHALT PAVING/CONCRETE (CONT.)

SP-20	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, SPECIAL	SQ YD	10,840		
SP-20	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, SPECIAL	SQ YD	1,838		
SP-18	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	20,987		
SP-19	DETECTABLE WARNINGS	SQ FT	700		
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	8,761		
SP-48	PRISMATIC CURB REFLECTOR	EACH	45		
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4", WHITE	FOOT	784		
78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8", YELLOW	FOOT	1,590		
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12" WHITE	FOOT	1,923		
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	271		
SP-44	STREET SWEEPING AND DUST CONTROL	HOOR	50		
SP-40	TRAFFIC CONTROL AND PROTECTION	L SUM	1		
67100100	MOBILIZATION	L SUM	1		

TOTAL BID – ASPHALT PAVING/CONCRTE TRADE PACKAGE:

NA – SUBMITTED SEPARATELY

Village of Downers Grove

TRADE PACKAGE: LANDSCAPING

Pay Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
SP-5	TREE PROTECTION	FOOT	6,970		
SP-15	PARKWAY RESTORATION, SPECIAL	SQ YD	50,661		
25200200	SUPPLEMENTAL WATERING	UNIT	1,750		
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	5,206		
25100125	MULCH METHOD 3	SQ YD	25,000		
SP-20	BRICK PAVER DRIVEWAY, REMOVAL AND REINSTALL	SQ YD	75		
SP-20	BRICK PAVER EDGING, REMOVAL AND REINSTALL	SQ YD	50		
SP-45	MAIL BOX RELOCATION	EACH	170		
SP-45	TEMPORARY MAILBOX BANK	EACH	3		
X0327008	REMOVE AND RELOCATE SIGN, SPECIAL	EACH	112		
SP-47	FLEXIBLE DELINEATORS	EACH	15		
SP-16	DITCH CHECK REMOVAL	EACH	40		
SP-16	SILT FENCE REMOVAL	FOOT	1066		
X6640200	STAGING AREA - 6 FOOT TEMP CHAIN LINK FENCE	FOOT	800		
X6640300	STAGING AREA - 6 FOOT GATE	EACH	2		
SP-44	STREET SWEEPING AND DUST CONTROL	HOURL	50		
SP-40	TRAFFIC CONTROL AND PROTECTION	L SUM	1		
67100100	MOBILIZATION	L SUM	1		

TOTAL BID - LANDSCAPING TRADE PACKAGE:

NO BID

Village of Downers Grove

TRADE PACKAGE: FULL DEPTH RECLAMATION

Pay Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
35200500	CEMENT	100 WT	9,825		
SP-72	PRE-PULVERIZATION, 6.0"	SQ YD	25,122		
SP-72	PRE-PULVERIZATION, 12.0"	SQ YD	6,280		
SP-72	FULL-DEPTH RECLAMATION, 6.0"	SQ YD	28,422		
SP-72	FULL-DEPTH RECLAMATION, 12.0"	SQ YD	3,002		
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	4,720		
40600300	AGGREGATE (PRIME COAT)	TON	65		
SP-9	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	80		
SP-41	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	8		
SP-44	STREET SWEEPING AND DUST CONTROL	HOURL	20		
SP-40	TRAFFIC CONTROL AND PROTECTION	L SUM	1		
67100100	MOBILIZATION	L SUM	1		

TOTAL BID – FULL DEPTH RECLAMATION TRADE PACKAGE: NO BID

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to ESTERBROOK/DG ESTATES, Bidder Austin Tyler Construction, 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: Gary S. Schumal
Bidder's Authorized Agent

38-3900388

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or NA
Social Security Number

Subscribed and sworn to before me
this 19th day of MARCH, 2014.

Tina M. Wildrick
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 Austin Tyler Construction, Inc., and the full names of its Officers are as follows:

President: Gary S. Schumal

Secretary: Ronald A. Plunk

Treasurer: _____

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

BIDDER'S CERTIFICATION (page 3 of 3)

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

(c) Sole Proprietor

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

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

INSURER'S NAME: TRAVELERS

AGENT: COTTINGHAM & BUTLER

Street Address: 1770 PARK ST

City, State, Zip Code: NAPERVILLE, IL 60563

Telephone Number: 630-420-3400

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

Print Name of Company: Austin Tyler Construction, Inc.

Print Name and Title of Authorizing Signature: Gary S. Schumal **President**

Signature: Gary S. Schumal

Date: 3/19/14

MUNICIPAL REFERENCE LIST — *566 ATTACHED*

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

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

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

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

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

Austin-Tyler References

CONTRACT/OWNER	PHONE/CONTACT	PROJECT DESCRIPTION	PROJECT VALUE
IDOT 201 West Center Court Schaumburg, IL	(847) 705-4300 Mike Wiater	Various Resurfacing and Road Construction- 2009/2010 Season	\$ 10,225,000.00
City of Joliet 921 E. Washington St. Joliet, IL 60433	(815) 724-4220 Jim Eggan/ Jim Trizna	Joliet Street Streetscape Various Projects for Joliet	\$ 2,207,000.00
City of Lockport 17112 S. Prime Blvd. Lockport, IL 60441	(815) 838-0549 ext/ 2315 Amy Wagner	Various Resurfacing Projects Valley Lane Reconstruction McKinley Road Reconstruction	\$2,500,000.00
Plainfield Park District 23805 W. Ottawa St Plainfield, IL 60544	(815) 439-7940 James Less	Clow Stephens Site Development	\$ 829,660.00
Village of Mokena 11004 Carpenter Street Mokena, IL 60448	(708) 479-3900 Paul Pearson	Townline Road Improvements (Sanitary Sewer, Storm Sewer, and Watermain)	\$ 990,000.00
RE Hamilton Engineering 3230 Executive Drive Joliet, IL 60431	(815) 735-7336 Joe Regis	Ridgewood Phase 3-5 Water main and Sanitary Sewer Imp / Pavement Rehabilitation	\$ 3,257,000.00
Village of Orland Park 14700 Ravinia Orland Park, IL	(708) 403-6358 Bill Cunningham	2012 Orland Hill Design Build Water Main Replacement	\$ 4,565,000.00
Village of Downers Grove 5101 Walnut Ave Downers Grove, IL 60515	(630)434-6804 Scott Vasko	Village of Downers Grove Knottingham Subdivision WM & Road Reconstruction	\$ 5,490,000.00
Village of Minooka 608 Twin Rail Drive Minooka, IL 60447	(815) 467-8868 Rob Tonnereli	Mondamin Street Improvements (Watermain/ Storm Sewer)	\$ 872,000.00
City of Joliet 921 E. Washington St. Joliet, IL 60433	(815) 724-4220 Jim Eggan/ Jim Trizna	Black Road Force Main Contracts 2 & 3	\$5,650,000.00

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) AVS Type of Work PRIVACY VIDEO

Addr: 615 BERNARD CT City SHARPSBURG State IL Zip 60193

2) HOMER TESS SERVICE Type of Work TILES REMOVAL

Addr: 14000 S. ARCADE AVE City LOCKPORT State IL Zip 60441

3) ATS Type of Work LEAK DETECTION

Addr: 524 ST. CHARLES RD City VILLA PARK State IL Zip 60161

4) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

CERTIFICATION OF QUALIFICATIONS

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



Signed by:

Gay A. Lehnert

Seal)

Title: **President**

Name & Address: **Austin Tyler Construction, Inc.**

23343 S Ridge Road
Elwood, IL 60421

of Contractor

or Vendor

Project: Esterbrook/Downers Grove Estates

Subscribed and sworn to before
me this 19th day of MARCH, 2014

Tina M. Wildrick

Authorized Signature





VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Austin Tyler Construction, Inc.

ADDRESS: 23343 S Ridge Road
Elwood, IL 60421

CITY: _____

STATE: _____

ZIP: _____

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

TAX ID #(TIN): 38-3900388

(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: Gay S. Behrman DATE: 3/19/14

Apprenticeship and Training Certification

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

Name of Bidder: Austin Tyler Construction, 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.**

LABORERS LOCAL 75 - ILD17-0602 / OPERATORS LOCAL 150 - IL008700173/
CEMENT FINISHERS LOCAL 11 - IL04890005

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

Print Name and Title of Authorizing Signature: Gary S. Schumal **President**

Signature: Gary S. Schumal

Date: 3/19/14

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 **Austin Tyler Construction, Inc.**

Title **President**

Date **3/19/14**

Certificate of Non-Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

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

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

Suspension or Debarment Certificate

Village of Downers Grove

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this 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: Austin Tyler Construction, Inc.

Address: 23343 S Ridge Road
Elwood, IL 60421

City: _____ Zip Code: _____

Telephone: (815) 726-1090 Fax Number: (815) 726-1171

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

Authorized Company Signature: Gary S. Schumal

Print Signature Name: Gary S. Schumal Title of Official: President

Date: 3/19/14

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.

Gary S. Schumal
Signature

Gary S. Schumal
Print Name

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

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

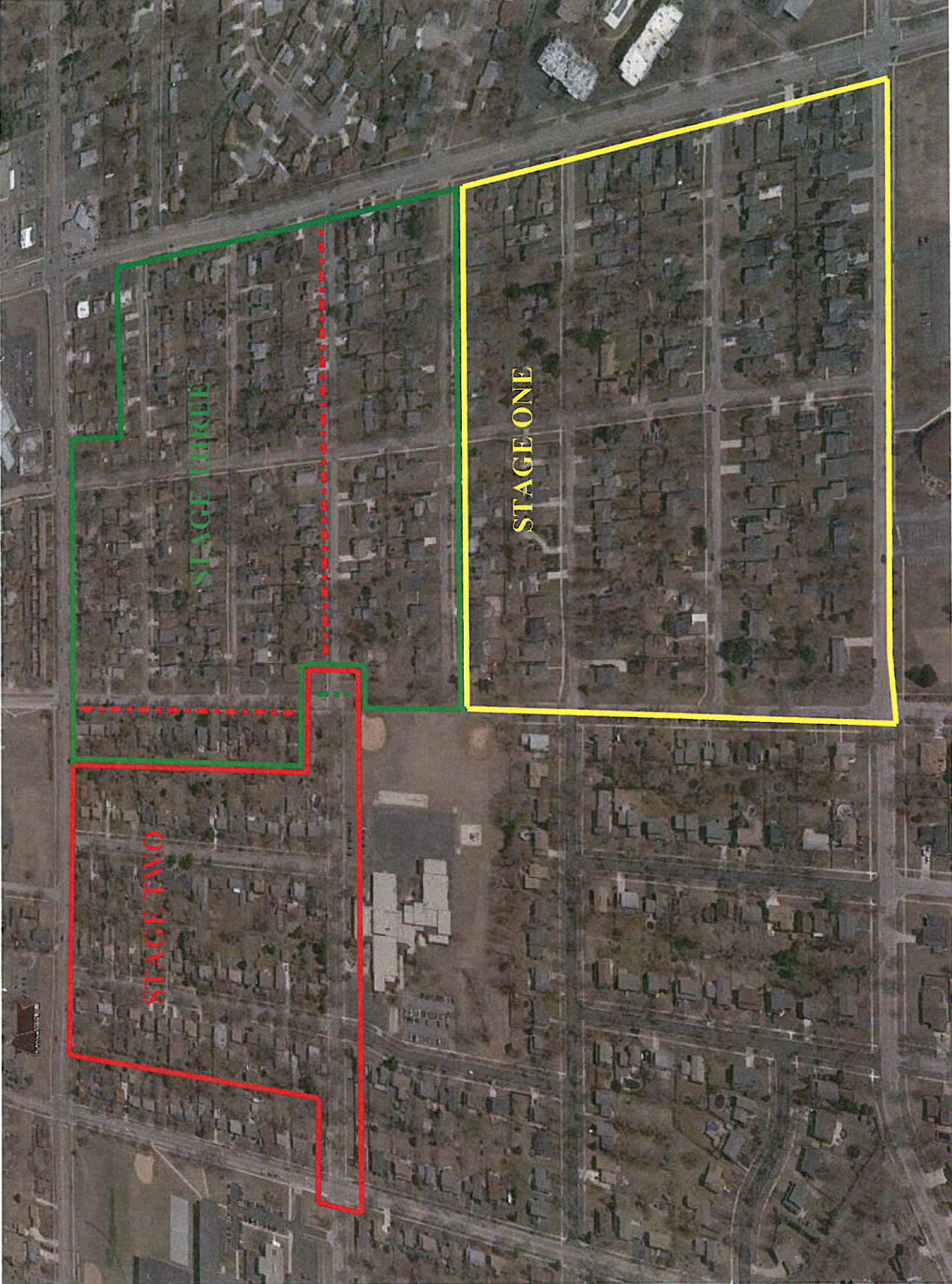
Signature

Print Name

BID SUBMITTAL CHECKLIST

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

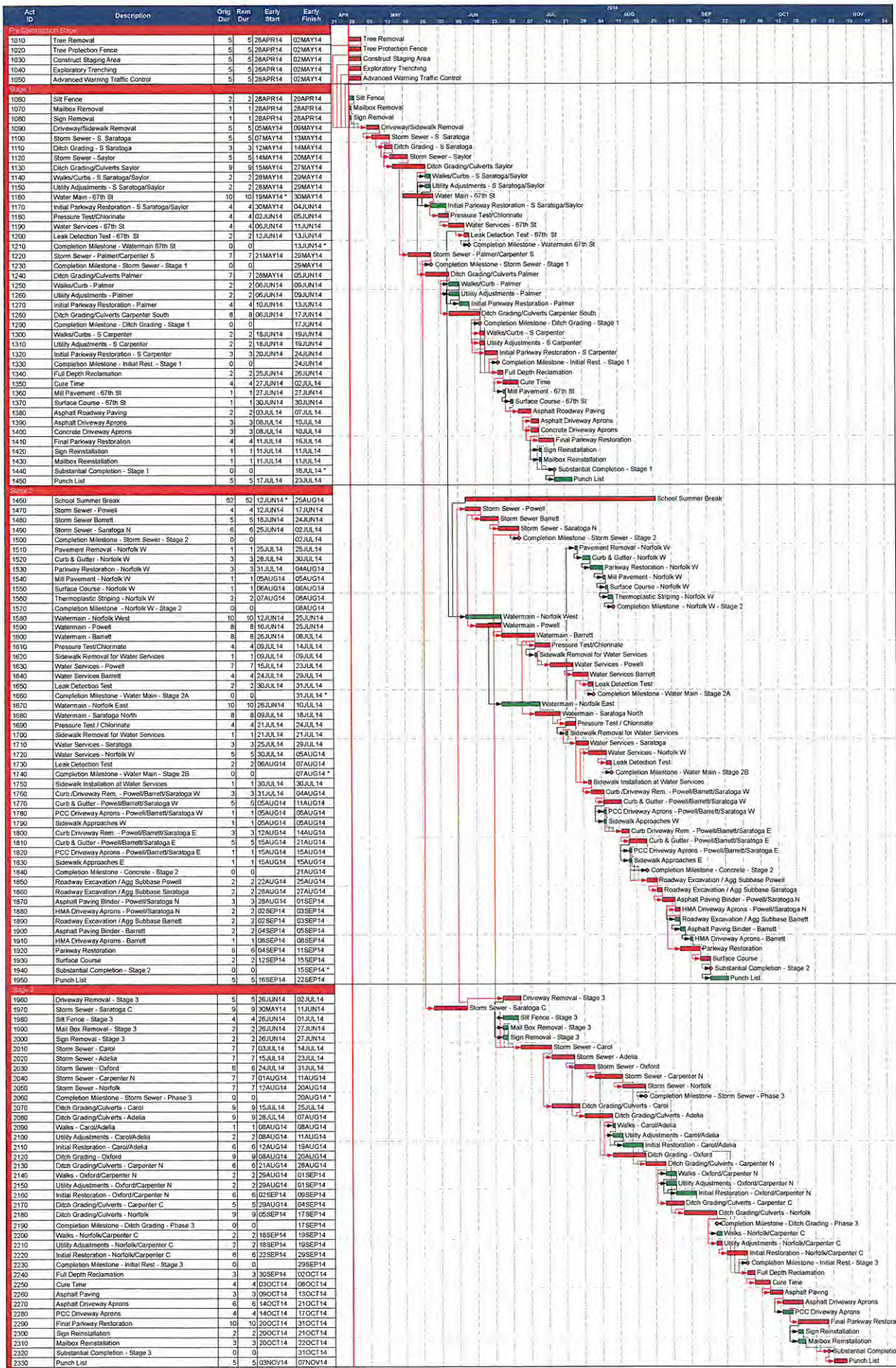
1. ☒ Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2. ☒ Cover sheet filled-in
3. ☒ Bid Form copies filled-in. All copies must have original signatures and seals on them.
4. ☒ Bid Bond or cashier's check enclosed with bid package.
5. ☒ Schedule of Prices completed. Check your math!
6. ☒ Bidder Certifications signed and sealed.
7. ☒ Letter from Surety ensuring issuance of Performance and Labor Bonds.
8. ☒ Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9. ☒ Municipal Reference List completed.
10. ☒ Certification of Qualifications
11. ☒ Vendor request form W-9 completed.
12. ☒ Affidavit (IDOT Form BC-57, or similar).
13. ☒ 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.
14. ☒ Individual submittal envelope for each Bid Category.



STAGE ONE

STAGE TWO

STAGE THREE



Start date 28APR14
Finish date 07NOV14
Data date 28APR14
Run date 03MAR14
Page number 1A
© Primavera Systems, Inc.

V3 Construction Group
Esterbrook/Downers Grove Estates

Early bar
Progress bar
Critical bar
Summary bar
Start milestone point
Finish milestone point

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	5
Subcontractor			ALLIED	WORK ZONE	
Type of Work			LANDSCAPE	TRAFFIC	
Subcontract Price			8,005.00	84,955.00	
Amount Uncompleted			8,005.00	84,955.00	
Subcontractor			ROADSAFE	MARK IT	
Type of Work			PAVT MKG	PAVT MARKING	
Subcontract Price			27,829.00	25,321.00	
Amount Uncompleted			27,829.00	25,321.00	
Subcontractor				NORTHERN	
Type of Work				GUARDRAIL	
Subcontract Price				20,332.00	
Amount Uncompleted				20,332.00	
Subcontractor				PROCISION	
Type of Work				BORING	
Subcontract Price				22,655.00	
Amount Uncompleted				22,655.00	
Subcontractor				ILLINI	
Type of Work				LANDSCAPE	
Subcontract Price				20,364.00	
Amount Uncompleted				20,364.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	35,834.00	173,627.00	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 19th day of March, 2014.

Tina M. Wildrick
Notary Public

Type or Print Name Gary S. Schumal
Officer or Director

President
Title

Signed Gary S. Schumal

My commission expires: May 26, 2015

Company Austin Tyler Construction, Inc.

Address 23343 S. Ridge Road

Elwood, IL. 60421





Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 4/25/2014
(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	WILL CO.	PLAINFIELD	LOCKPORT	MANHATTAN	MOKENA	
Estimated Completion Date	5/1/14	5/1/14	5/1/14	5/1/14	8/1/14	
Total Contract Price	659,160.00	727,073.00	865,961.00	1,962,289.00	550,657.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	93,000.00	116,745.00	25,690.00	1,008,382.00	550,657.00	1,794,474.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						1,794,474.00

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	25,000.00			195,562.00	6,000.00	226,562.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	48,000.00			260,414.00	53,720.00	362,134.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces				42,000.00	97,750.00	139,750.00
Highway, R.R. and Waterway Structures						0.00
Drainage				318,745.00	383,072.00	701,817.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction				91,000.00	3,665.00	94,665.00
Landscaping	20,000.00					20,000.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling				27,000.00		27,000.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (Site Furnishings)						0.00
Other Construction (Misc)					6,450.00	6,450.00
Other Construction (Bridge Washing)						0.00
Totals	93,000.00	0.00	0.00	934,721.00	550,657.00	1,578,378.00

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.



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 4/25/2014
(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	5	
Contract Number						
Contract With	TIPPMAN CONST.	ORLAND PARK	MORGAN WYATT	JOLIET		
Estimated Completion Date	5/1/14	6/1/14	6/1/14	8/1/14		
Total Contract Price	204,837.00	39,663.00	359,033.00	1,268,786.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		39,663.00	54,834.00	1,268,786.00		3,157,757.00
Uncompleted Dollar Value if Firm is the Subcontractor	112,668.00					112,668.00
Total Value of All Work						3,270,425.00

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				165,978.00		392,540.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	112,668.00		13,000.00	482,479.00		970,281.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces				166,251.00		306,001.00
Highway, R.R. and Waterway Structures						0.00
Drainage		39,663.00		186,113.00		927,593.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction				62,632.00		157,297.00
Landscaping						20,000.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling			6,000.00			33,000.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (Site Furnishings)						0.00
Other Construction (Misc)				31,706.00		38,156.00
Other Construction (Bridge Washing)						0.00
Totals	112,668.00	39,663.00	19,000.00	1,095,159.00	0.00	2,844,868.00

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	HOMER TREE	HOMER TREE	ALLIED	ALLIED	
Type of Work	TREE REM	TREE REM	LANDSCAPE	LANDSCAPE	
Subcontract Price	16,000.00	7,450.00	55,000.00	78,000.00	
Amount Uncompleted	0.00	0.00	19,690.00	64,661.00	
Subcontractor		UTILITY	WORK ZONE	HOMER	
Type of Work		ELECTRIC	TRAFFIC	TREE REM	
Subcontract Price		159,778.00	15,000.00	8,000.00	
Amount Uncompleted		98,540.00	0.00	0.00	
Subcontractor	WORK ZONE	CLASSIC	MARK-IT	MARK-IT	
Type of Work	TRAFFIC	FENCE	PAVT MARKING	PAVT MARKING	
Subcontract Price	5,000.00	7,566.00	6,000.00	9,000.00	
Amount Uncompleted	0.00	0.00	6,000.00	9,000.00	
Subcontractor	TBA	MARK IT			
Type of Work	LAYOUT	PAVT MKG			
Subcontract Price	9,000.00	6,510.00			
Amount Uncompleted	0.00	0.00			
Subcontractor		THE FIELDS			
Type of Work		LANDSCAPE			
Subcontract Price		38,661.00			
Amount Uncompleted		18,205.00			
Subcontractor		JEM			
Type of Work		SIGNING			
Subcontract Price		11,575.00			
Amount Uncompleted		0.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	116,745.00	25,690.00	73,661.00	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 ____ day of _____, 20____.

Type or Print Name Gary S. Schumal
Officer or Director

President
Title

Notary Public

Signed _____

My commission expires: _____

(Notary Seal)

Company Austin Tyler Construction, Inc.Address 23343 S. Ridge RoadElwood, IL. 60421



BID BOND

Hudson Insurance Company
100 William Street, New York, NY 10038

CONTRACTOR:

(Name, legal status and address)

Austin Tyler Construction, Inc.
23343 S. Ridge Road
Elwood, IL 60421

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: 10% of Bid Amount

PROJECT:

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

Esterbrook/Downers Grove Estates (Demo/Excavation/Underground)

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street
New York, NY 10038

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 14 day of March, 2014.

[Signature]
(Witness)

[Signature]
(Principal) (Seal)
PRESIDENT
(Title)

[Signature]
(Witness)

Hudson Insurance Company
(Surety) (Seal)
[Signature]
(Title) Attorney-in-Fact



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Lewis Mark Spangler, Elizabeth T. Buttle
Lynn M. Blaylock and Dawn-Denise Szpisjak

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto authorized, on this 27th day of July, 20 12 at New York, New York.



Dina Daskalakis, Assistant Corporate Secretary

HUDSON INSURANCE COMPANY

By [Signature]
Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 27th day of July, 20 12 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



[Signature]
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2013

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



In Witness the hand of the undersigned and the seal of said Company this 14 day of March, 20 14

By

[Signature]
Dina Daskalakis, Assistant Corporate Secretary



March 19, 2014

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

Re: Esterbrook/Downers Grove Estate
Bid Date : March 19, 2014

To Whom It May Concern:

Please accept this letter as the unqualified statement of Hudson Insurance Company on behalf of Austin Tyler Construction, Inc.

If Austin Tyler Construction, Inc. is awarded and enters into a contract for the above captioned project, and then we, as Surety will issue such performance, payment and maintenance bonds as may be required by the contract documents.

The Hudson Insurance Company is certified to do business in the State Of Illinois.

Very Truly Yours,

Hudson Insurance Company

A handwritten signature in blue ink, appearing to read 'James C. Carlins', is written over the printed name.

James C. Carlins



Cottingham & Butler

C&B Insurance | SISCO | HealthCorp | Safety Management

Established 1887

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

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

www.cb-sisco.com

March 14, 2014

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

Re: Austin Tyler Construction, Inc.
Bid Project: Esterbrook/Downers Grove Estates

To Whom It May Concern:

With respects to the above bid project, we are the current Agent that manages and services the insurance program for Austin Tyler Construction, Inc.

Please be advised that we have reviewed the insurance requirements for this project and if Austin Tyler Construction, Inc. is awarded and enters into a contract for the above captioned project we can provide the evidence of coverage along with the required supporting endorsement documents at the time the bid is awarded for the operations that our Insured, Austin Tyler Construction, Inc. will be performing.

Thank you.

Sincerely,

Elizabeth Buttle
Cottingham & Butler Ins. Svc.

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

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

C&B CLAIMS SERVICES
800 Main Street
P.O. Box 28
Dubuque, IA 52004-0028
(563) 587-5000
(800) 793-5235
Facs (563) 587-5200

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

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



VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

FOR

**ESTERBROOK/DOWNERS GROVE ESTATES – TRADE
CONTRACTOR PACKAGES**

ST-046, SW-039, SW-040, ST-027, WA-019, WA-028

March 14, 2014

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

ADDENDUM PAGE TOTAL INCLUDING ATTACHMENTS: 22

CONTRACTOR QUESTIONS:

1. Will there be any incentive to submitting on multiple packages and using subcontractors?

All contractors bidding multiple packages must acknowledge that all trade packages will be treated as individual contracts. As the prime contractor of the individual trade package, you are submitting that you will self-perform at least 51% of the total work for the trade package. The village will remain impartial to contractors submitting on multiple packages versus only single packages.

2. Can a copy of the bidders list be released?

The Village does not release any plan holders list. No such list will be provided.

3. What are the rates for water usage, meter rental, etc. during construction?

All contractors that will need to use water during construction will need to come to the Downers Grove Public Works Facility (5101 Walnut Ave., Downers Grove, IL 60515). The contractor will need to complete all rental paperwork provided at the front desk from the Downers Grove Water Department. The associated fees for rentals are as follows:

Administrative Fees

\$28.00 Administrative Fee due at the time of meter pick up

\$2,010.00 Hydrant Meter Deposit due at the time of meter pick up

Usage Fees (will be billed when meter is returned to Public Works)

\$10.46 per 750 gallons of water

\$11.50 weekly rental fee

4. When are the final bids due?

Final bids will be due March 19, 2014 at 10:00am to the Downers Grove Public Works Department, 5101 Walnut Ave, Downers Grove, IL 60515. Contractors are to submit separate bid packages for each trade.

5. Is it the intent of the contract to include 16 waterings in sod base bid, per IDOT specifications?

Yes, the sod base bid price shall include 16 waterings per IDOT Specification 252.08.

6. Is the sod for the project to be salt tolerant?

No, the sod installed with the project shall not be salt tolerant.

7. New water mains are being installed with in the project. Will water be available at all locations throughout the project and are we allowed to water directly off hydrants. If water is not available close to work area, where will it be available from?

Water will be available onsite for construction use. One hydrant per phase of construction will be designated for contractor use. This location will be within the project limits and specifically determined by the Downers Grove Water Department. The contractor WILL be allowed to connect their water meter to the designated hydrant and can water directly from the hydrant if they so choose; however, contractors shall note that hoses WILL NOT be permitted to cross the streets without a temporary ramp for vehicle travel and watering operations for landscaping require spray nozzles (no full flow watering is allowed).

8. Is it the intent of the contract to include mowings of sod in base bid sod price? If so, how many mowings?

Mowings shall not be included in the base bid sod price.

9. After reviewing the specifications for the FDR portion of the projects. We have some concerns and questions. The spec calls for a 6" depth for the majority of the project. After reviewing the borings, it appears the most of asphalt thickness is in the 7" – 11 1/2 " range. In order to pulverize the existing asphalt, we have to get below the bottom of the pavement. These machines do not mill. The extra depth will also allow us to address a larger portion of the subgrade problems in general. Has a thicker FDR layer been considered? It seems to us that a 12" layer would be a more appropriate depth for this project. If you have any questions please do not hesitate to give me a call.

The answer to these questions will be provided in the revised specification below.

SPECIFICATION AND PLAN SET REVISIONS

10. SP-41: IEPA clean construction or demolition debris. The following shall supercede the list of CCDD facilities that shall 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
- Vulcan Materials, 5500 Joliet Rd, McCook, IL 60525
- Heartland Recycling Aurora CCDD, Mettel Rd, Aurora, IL 60505
- **Elmhurst-Chicago Stone, 351 Royce Road, Bolingbrook, IL 60440**

11. Contractors shall note that the project quantities have been revised. Please see attachment for final bid quantities for ALL TRADE PACKAGES.

12. The following Special Provision has been added to the bid documents.

SP-72 CLASS D PATCHES - 6" DEPTH

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") where marked in the field by the Engineer. Pavement patches shall comply with the Standard Specifications for Water and Sewer Main in Illinois. Pavement patching shall be to a depth not less than six inches (6"), and shall be a minimum of 4" below milled surface when Hot-Mix Asphalt Surface Removal is called for.

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.

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

Payment shall be based on the patching standards set forth in the Standard Specifications for Water and Sewer Main in Illinois.

Basis of Payment: This work will be paid for at the contract unit price per TON for **CLASS D PATCHES – 6" DEPTH**,

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

13. SP-15: Parkway Restoration, Special. The entire specification shall be replaced with the following in its entirety:

SP-15: PARKWAY RESTORATION, SPECIAL

This item shall be done in accordance with the applicable portions of Sec. 252 of the Standard Specifications and the following provisions. This work will include work performed for both Downers Grove Estates and Esterbrook subdivisions.

As contract work progresses through the Village, parkway restoration work shall commence in a timely manner, as determined by the Engineer, 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 fine grading, fertilizing, topsoiling and sodding of the entire parkway between the back of curb and the right-of-way, ditch-lines from the edge of FDR shoulder to the R.O.W. line and/or sidewalk, and adjacent to all curbs, sidewalks and driveways removed and replaced during the course of construction or as directed by the Engineer. This work shall also include the final grading of the FDR shoulder material to meet the grades of the asphalt surface course and the restored ditches. 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 meet 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 grade all disturbed areas so as to insure the safety of the general public. Parkway 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.

The Contractor shall install parkway sod in two phases during construction. The first phase will include all sod installation EXCEPT for an 8' strip along all roadway edges in the Downers Grove Estates portion of the project which shall remain unsodded until Final Restoration. Final Restoration will occur after all utility and pavement installations have been completed and will include the final grading of the FDR shoulder as described above. The time frame for final restoration will be given by the direction of the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per **SQUARE YARD** for **PARKWAY RESTORATION, SPECIAL**, which price shall be payment in full for any grading necessary, the furnishing, transporting and placement of all topsoil and sod and the full watering of sod. Unless otherwise directed by the Engineer, restoration of disturbed parkways outside the limits of improvement will not be paid for separately but shall be considered incidental to the contract. Final grading of the FDR shoulder will not be measured for payment nor included in the measurement for Parkway Restoration, Special and will be considered incidental to Parkway Restoration, Special.

Supplemental watering shall be paid for at the contract unit price per UNIT for **SUPPLEMENTAL WATERING**.

14. SP-72: Full Depth Reclamation (FDR) with Cement. The entire specification shall be replaced with the following in its entirety:

SP-72: FULL-DEPTH RECLAMATION (FDR) WITH CEMENT

All references to Divisions, Sections, and Articles in this Special Provision shall be construed to mean specific Divisions, Sections, and Articles in the Standard Specifications for Road and Bridge Construction adopted by the Department of Transportation.

Description. This work shall consist of cold milling and pulverizing all of the existing bituminous layers and/or portions of the aggregate base material to a specified depth and maximum size; spreading and mixing cement, water and additives with the recycled material; and compacting the mixture.

Materials. Materials shall be according to the following Articles of Division 1000 – Materials.

Item	Article/Section
(a) Portland Cement (Note 1).....	1001
(b) Water.....	1002
(c) Fine Aggregate (Note 2).....	1003
(d) Coarse Aggregate (Note 2).....	1004
(e) Reclaimed Asphalt Pavement (Note 3)	1031
(f) Cold Pulverized Material (Note 4)	
(g) Mix Design (Note 5)	

Note 1 Limit. The type and allowable percentage will be described in the mix design.

Note 2. The mix design will specify gradation and quality of any additional aggregate. Any additional fine aggregate shall meet Class B quality as a minimum. Any additional coarse aggregate shall meet Class C quality as a minimum.

Note 3. The Engineer may allow reclaimed asphalt pavement (RAP) from Conglomerate "D" Quality or better RAP stockpiles as specified in Article 1031.02 or from millings of the existing highway. The RAP material shall not exceed the maximum size requirement of the cold pulverized material, and when blended with the cold pulverized material shall produce a product which meets the specifications of the mix design.

Note 4. After pulverization, the gradation of the cold pulverized material shall meet the following requirements.

COLD PULVERIZED MATERIAL GRADATIONS				
Grad No.	Sieve Size and Percent Passing			
	3 in. (75 mm)	2 in. (50 mm)	1 1/2 in. (37.5 mm)	No 4 (4.75 mm)
PM 3		100	100 - 97	
PM 4	100	95		55

MIX DESIGN HAS BEEN PERFORMED AND IS INCLUDED HEREIN.

FDR WITH CEMENT MIX DESIGN REQUIREMENTS	
Test Method	Requirement
Gradation for Design Millings, AASHTO T 27, AASHTO T 88	Report
Liquid Limit, AASHTO T 89	Report
Plasticity Index, AASHTO T 90	Report
Sand Equivalent, ASTM D2419, Method B	Report
Moisture Density Relationship, AASHTO T 134	Report
Unconfined Compressive Strength, 7-Day, ASTM D 1633, psi	500 min
Freeze Thaw Durability (10-cycle), Vacuum Saturation Test, ASTM C 593, psi	350 min
Additional Additive(s) ¹ Coarse Aggregate Fine Aggregate RAP	Report Report Report
Cement Percentage by Dry Mass	Report

Notes: 1. Report shall include type/gradation and producer/supplier.

Equipment. Equipment shall be according to the following Articles of Division 1100 – Equipment.

A. Self-Propelled Pneumatic-Tired Rollers

(Note 1) 1101.01(c)

B. Vibratory Roller	(Note 2) 1101.01(g)
C. Mechanical Sweeper	1101.03
D. Motor Grader	1101.05
E. Self-Propelled Milling Machine	1101.16(a)
F. Mechanical Spreader	(Note 3)
G. Self-Propelled Reclaimer	(Note 4)
H. Self-Propelled Vibratory Padfoot Roller	(Note 5)
I. Water Truck	(Note 6)

Note 1. The self-propelled pneumatic-tired roller shall have a gross weight (mass) of not less than 25 tons (23 metric tons).

Note 2. The vibratory steel roller shall have a gross weight of not less than 10 tons (9 metric tons).

Note 3. Spreaders or distributors used to apply the stabilization chemical for FDR shall be cyclone, screw type or pressure manifold type. Spreaders or distributors used shall be able to demonstrate a consistent and accurate application rate while minimizing dust during construction. Imported granular material used for FDR may be tailgated with end dumps and spread to a uniform thickness with a motor grader or it may be spread with mechanical spreader or placed with a conventional paver.

Note 4. The self-propelled reclaimer shall be capable of fully pulverizing the existing pavement to the depth required, incorporate the water, and mix the materials to produce a homogeneous material. The minimum power of the self-propelled reclaimer shall be 500 hp (373 kW). The self-propelled reclaimer shall be capable of reclaiming not less than 8 ft (2.4 m) wide and up to 12 in. (305 mm) deep in each pass. The self-propelled reclaimer shall be capable of injecting water directly into the mixing chamber via an electronic control system that records the amount of moisture addition. The cutting drum should be fitted with cutting teeth capable of trimming earth, aggregate and bituminous mixtures, and so designed that they may be accurately adjusted vertically and held in place. The machine shall weigh at least 12.5 tons (11.5 metric tons) and shall have such strength and rigidity that it will not develop a center deflection of more than 1/8 in (0.125 mm). Disc harrows, bucket teeth and other equipment that do not meet the above requirements shall not be used.

Note 5. The self-propelled vibratory pad foot roller shall have 84 in. (2133 mm) wide drums and gross weight of not less than 10 tons (9 metric tons). A front mounted blade is recommended for back-dragging. A self-propelled vibratory pad foot roller shall be required for each self-propelled reclaimer.

Note 6. Water trucks used for adding compaction shall be set up for a controlled spray.

CONSTRUCTION REQUIREMENTS

General Conditions. This work consisting of cement application, mixing, spreading, compacting, and finishing shall be continuous and completed within 2 hours from the start of mixing. Any processed material that has not been compacted and finished shall not be left undisturbed for longer than 30 minutes.

Weather Limitations. This work shall be performed when the atmospheric temperature in the shade and away from artificial heat is 50 °F (10 °C) and rising. Also, the weather shall not be foggy or rainy. The weather forecast shall not call for freezing temperature within 7 days after placement of any portion of the project and the annual average low temperature within 7 days of the end of the project shall be greater than 32 °F (0 °C).

Pre-pulverization and Initial Shaping. The existing pavement shall be pre-pulverized by the self-propelled reclaimer and/or shaped by the motor grader to correct for profile, crown, pavement width and contour, according to the plans, and re-compacted before the addition of the cement. This shaping shall also include, if necessary, the loading, transporting and placement of pulverized material to roadway widening areas in order to meet the lines and grades of the contract documents.

THE GRADING SHALL OCCUR TO MEET THE CENTERLINE PROFILE AND CROSS SECTIONS IN THE ENGINEERING PLANS. EXCESS MATERIAL SHALL BE GRADED TO THE ROADWAY WIDENING AREAS, PROFILE FILL AREAS AND SHOULDER AREA AND EXCESS MATERIAL WILL BE USED AS ADDITIONAL SHOULDER. PULVERIZED FILL AREAS SHALL BE FULLY RECOMPACTED PRIOR TO RECEIVING ADDITIONAL PULVERIZED MATERIAL. FULL DEPTH RECLAMATION SHALL OCCUR TO WIDTHS AS SPECIFIED IN TYPICAL SECTIONS AND ADDITIONAL LOOSE MATERIAL WILL BE LEFT FOR SHOULDERS. SHOULDER MATERIAL MAY BE WIDER THAN SHOWN ON PLANS BUT WILL NOT BE PAID FOR SEPARATELY. IT IS THE DESIGN INTENT TO LEAVE ALL PREPULVERIZED MATERIAL ON SITE. IF EXCESS MATERIAL MUST BE REMOVED AS DIRECTED BY ENGINEER, IT SHALL BE PAID FOR AS REMOVAL OF UNSUITABLE MATERIAL.

Water, coarse aggregate, RAP Material, or other additives required may be added during this operation. The pre-pulverized and shaped material shall be compacted with a vibratory roller in static mode to support equipment and/or traffic and to provide depth control during processing. Depth of pre-pulverization and shaping shall be either 6 in. or 12 in. as directed by the Engineer based upon what is necessary to fully pulverize all existing bituminous layers after the completion of cement mixing.

Cement Application. The quantity of cement specified in the mix design, for either 6" stabilization or 12" stabilization as directed in the field by the Engineer and not necessarily based upon full depth stabilization of pulverized material, shall be spread on the finished surface of the pre-pulverized material using a mechanical spreader. If a slurry is being applied, the finished surface of the pre-pulverized material shall be scarified prior to spreading of the slurry to prevent excessive runoff or ponding.

Mixing. Mixing and re-pulverization shall begin as soon as possible after the cement has been spread; however, the time from cement placement on the finished surface of the pre-pulverized material to start of mixing shall not exceed 30 minutes. If a slurry is used, the time from first contact of cement with water to application on the finished surface of the pre-pulverized material shall not exceed 60 minutes. Mixing shall continue until the entire mixture is pulverized so that the mixed material passes the gradation specified. A final gradation test shall be made at the conclusion of mixing operations.

Prior to compaction, the mixture shall be at the required moisture content throughout. If using dry cement, water application shall only be done through the self-propelled reclaimer integrated fluid injection system during mixing.

Compaction. The recycled material shall be compacted according to the following.

- (a) **Optimum Moisture Content.** At the start of compaction, the moisture content shall be within ± 2.0 percent from the optimum moisture content determined by the mix design or the latest moisture-density test. No section shall be left undisturbed for longer than 30 minutes during compaction operations. All compaction operations shall be completed within 2 hours from the start of mixing.
- (b) **Density.** The field density shall be determined by a nuclear density gauge in the direct transmission mode according to AASHTO T 310. The processed material's field density shall be uniformly compacted to a minimum of 98% of maximum dry density based on a moving average of five consecutive tests with no individual test below 96%. Optimum moisture and maximum dry density shall be determined by the mix design and verified during construction by a moisture-density test according to AASHTO T 134.
- (c) **Rollers.** Immediately after processing and final shaping the recycled material shall be compacted with equipment meeting the following requirements.

MINIMUM ROLLER REQUIREMENTS FOR FDR			
Breakdown Roller (one of the following)	Intermediate Roller ¹	Final Roller (one or more of the following) ¹	Density Requirement
P ¹ , PF ²	P, V _D	P, V _S	98 percent of the maximum dry density

Note(s): 1. Equipment definitions in Table 1 of Article 406.07.
2. PF - Self-propelled vibratory padfoot roller for breakdown rolling.

- (d) Rolling. The breakdown roller shall be 500 ft (150 m) or less behind all self-propelled reclaimer units. The recycled material shall be compacted by the padfoot roller, applying high amplitude and low frequency, or the pneumatic-tired roller. Breakdown rolling shall be performed until the breakdown roller walks out of the material. Walking out for the padfoot roller is defined as light being clearly evident between all of the pads at the material-padfoot drum interface and being no more than 3/16 in. (5 mm) deep. Walking out for the pneumatic-tired roller is defined as no significant wheel impressions being left on the surface.

After the completion of breakdown rolling, the motor grader shall be used to cut the recycled material no deeper than necessary to remove breakdown roller marks from the initial compaction and to achieve desired cross slope.

The bladed recycled material shall be compacted by the intermediate and final rollers. The number of passes and order of rollers may be altered to meet compaction requirements. Finish rolling shall not be done in vibratory mode. Water may be lightly sprayed by a water truck to aid in improving final density and appearance. A second water truck is required if water is also being added at the reclaimer.

Curing. Finished portions of the FDR base that are traveled on by equipment used in constructing an adjoining section shall be protected in such a manner as to prevent equipment from marring or damaging completed work.

After completion of final finishing, the surface shall be cured by application of a bituminous prime material, SS-1 at a rate of 0.15 gal/sq-yd.

CURING TIME HAS BEEN REDUCED TO FOUR DAYS FOR THIS CONTRACT.

If curing material is used, it shall be applied as soon as possible, but not later than 24 hours after completing finishing operations. The surface shall be kept continuously moist prior to application of curing material.

For bituminous curing material, the FDR base surface shall be dense, free of all loose and extraneous materials and shall contain sufficient moisture to prevent excessive penetration of the bituminous material. The bituminous material shall be uniformly applied to the surface of the completed chemically stabilized material. The exact rate and temperature for complete coverage, without undue runoff, shall be specified by the engineer.

Should it be necessary for construction equipment or other traffic to use the bituminous covered surface before the bituminous material has dried sufficiently to prevent pickup, sufficient sand cover shall be applied before such use.

Sufficient protection from freezing shall be given the chemically stabilized material for 7 days after its construction or as approved by the engineer.

Opening to Traffic. Completed portions of FDR base may be opened immediately to low speed local traffic and to construction equipment, provided the curing material ~~or moist-curing~~ operations are not impaired and provided the FDR base is sufficiently stable to withstand marring or permanent deformation. The section can be opened up to all traffic after the FDR base has received a curing compound or subsequent surface and is sufficiently stable to withstand marring or permanent deformation.

Maintenance. The finished surface shall be maintained in good condition until all work is completed and accepted. Immediate repairs of any defects that may occur shall be done at the contractor's expense. If it is necessary to replace any processed material, the replacement shall be for full depth, with vertical cuts, using an approved material. No skin patches shall be permitted.

Quality Control/ Quality Assurance (QC/QA).

- (a) Quality Control by the Contractor. The Contractor shall perform or have performed the inspection and tests required to assure conformance to contract requirements. Control includes the recognition of obvious defects and their immediate correction. This may require increased testing, communication of test results to the job site, modification of operations, suspension of the work, or other actions as appropriate.

The Engineer shall be immediately notified of any failing tests and subsequent remedial action. Passing tests shall be reported to the Engineer no later than the start of the next work day.

- (b) Quality Assurance by the Engineer. The Engineer will conduct independent assurance tests on split samples taken by the Contractor for quality control testing. In addition, the Engineer will witness the sampling and splitting of these samples and will immediately retain witnessed split samples for quality assurance testing.

- (c) Tests Methods and Frequency.

- (1) Depth of Pulverization (Milling). The nominal depth at the centerline shall be required. Anytime depth changes are made or equipment is idle, a depth check shall be taken.
- (2) Pulverized Material Sizing and Gradation. A sample shall be obtained before cement addition and screened using a 3.0 in. (37.5 mm) sieve (or smaller sieve if required) to determine if meeting the maximum particle size requirement. Gradations shall be performed each day on the moist millings using the following sieves: 2.0, in. 1.5 in., 1.0 in., 3/4 in., 1/2 in., 3/8 in., No. 4, No. 8, No. 16, and No. 30. The resulting gradation shall be compared to the mix design gradations to determine any necessary changes to cement content.

Sampling procedures shall generally be in accordance with ASTM D 979 or AASHTO T 168.

- (3) Cement Application Rate. The Engineer shall be notified any time cement application rate is changed. The cement application rate shall be checked and recorded for each segment in which the percentage is changed.
- (4) Optimum Moisture and Maximum Dry Density. The moisture-density test shall be run according to AASHTO T 134.
- (5) Compacted Density. The compacted density shall be determined by a nuclear density gauge in the direct transmission mode according to AASHTO T 310.
- (6) Frequency. The following table provides the minimum frequency for tests; however, the Engineer may increase the testing frequency if the construction process is experiencing problems or unknown conditions are encountered.

QC/QA TESTING FREQUENCY		
Test	QC Frequency ¹	QA Frequency ¹
Depth of Pulverization	1 per 500 ft (150 m)	1 per 1000 feet (300 m)
Pulverized Material Gradation	1 per 0.5 day of production	1 per day of production
Cement Application Rate	1 per 500 ft (150 m)	1 per 1000 feet (300 m)
Optimum Moisture and Maximum Dry Density	1 per 0.5 day of production	1 per day of production
Compacted Density	1 per 0.25 mile (0.4 km)	1 per mile (1.6 km)

Note: 1. The Contractor shall perform all quality control tests within the first 500 ft (150 m) after startup or any change in the mix. The Department will also run the split samples at these locations.

Method of Measurement.

Cement incorporated in the full-depth reclamation mixture will be measured for payment in hundredweights (kilograms), but payment will not be measured for cement in excess of 105 percent of the amount specified by the mix design or approved by the engineer.

Full-depth reclamation will be measured in square yards (square meters) of the recycled pavement.

Basis of Payment.

The cement material will be paid for at the contract unit price per hundredweight for CEMENT.

The pre-pulverization, shaping, grading and initial compaction will be paid for at the contract unit price per square yard for PRE-PULVERIZATION, of the thickness specified.

The subsequent cement application, mixing/pulverization, final shaping and compaction will be paid for at the contract unit price per square yard for FULL-DEPTH RECLAMATION, of the thickness specified.

**End of Addendum No. 1
March 14, 2014**

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: ESTERBROOK/DOWNERS GROVE ESTATES – TRADE
CONTRACTOR PACKAGES

PROPOSAL/BID NUMBER: ST-046, SW-039, SW-040, ST-027, WA-019,
WA-028

PROPOSAL/BID OPENING: MARCH 19, 2014

ADDENDUM NO.: 1

PROPOSER/BIDDER: Austin Tyler Construction, Inc.

23343 S Ridge Road
Elwood, IL 60421
ADDRESS: _____

RECEIVED BY: JEFF YOUNG
(NAME)

[Signature]
(SIGNATURE)

DATE: 3/17/14

Austin Tyler Construction, INC.

3/19/2014


Village of Downers Grove/ V3 Companies
5101 Walnut Ave
Downers Grove, IL 60515

Re: Austin Tyler Project Management Team

Project: Esterbrook/ Downers Grove Estates- Demo/ Exc/ Underground
Owner: Village of Downers Grove

General Superintendent
Project Manager/ Estimator
Underground Superintendent
Foreman
Foreman
Foreman

Bill Krizmanic (40 yrs exp)
Jeff Young (10 yrs exp)
Nelson Griffiths (35 years)
Jim Stoll (25 years)
Brandon Leggett (15 years)
Bud Gassensmith (20 years)



Gary Schumal, P.E.

President