

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
AUGUST 19, 2014 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Forest Avenue Drainage Improvements (SW-070)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

**SYNOPSIS**

A motion is requested to award a contract for the Forest Avenue Drainage Improvements project to Swallow Construction Corp. of Downers Grove, Illinois in the amount of \$594,877.95.

**STRATEGIC PLAN ALIGNMENT**

The Goals for 2014 to 2018 identified *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY14 budget includes \$620,000 for this project with \$500,000 for storm water improvements from the Stormwater Fund and \$120,000.00 for the roadway improvements in the Capital Projects Fund.

**UPDATE & RECOMMENDATION**

This item was discussed at the August 12, 2014 Village Council meeting. The Village Council asked for additional information on the failure of the existing storm sewer system.

The storm sewer on Forest Avenue needs to be replaced due to structure failure. It is a clay pipe estimated to be more than 60 years old. The pipe is cracked beyond repair in several areas, has multiple sags, and has been compromised by heavy roots in multiple locations. The cracks are attributable to the way the pipe was constructed, the material of the pipe and the damage from roots.

It is difficult to determine the extent to which maintenance efforts might have extended the life of this pipe. It is currently too damaged to clean or cut roots. It is possible that more maintenance efforts, done when the pipe was more intact, at least 10 year ago, may have extended the life of the pipe; however, there are other factors that may have contributed to the structural failure such as the bedding of the pipe and the way it was installed.

Staff recommends approval on the August 19, 2014 Consent Agenda.

**BACKGROUND**

The existing storm sewer system on Forest Avenue from 41<sup>st</sup> Street to Herbert Street is in poor condition and is in need of replacement. This project involves the installation of a new storm sewer system along Forest Avenue from 41<sup>st</sup> Street to Herbert Street, installation of permeable pavement and native plantings, and roadway resurfacing on Forest Avenue from 41<sup>st</sup> Street to 39<sup>th</sup> Street.

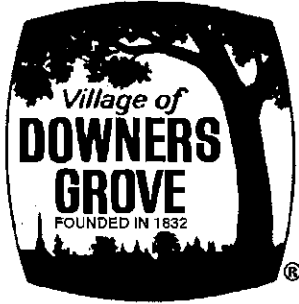
A Call for Bids (CFB) was issued and published in accordance with the Village’s Purchasing Policy. Three bids were received by the due date of July 23, 2014. A synopsis of the bids is as follows:

<u>Contractor</u>	<u>Base Bid</u>	
Swallow Construction Corp.	\$594,877.95	Low Bid
J. Congdon Sewer Service	\$596,306.50	
Vian Construction	\$810,398.10	

Swallow Construction Corp. successfully completed the Oakwood Avenue Storm Sewer Replacement project for the Village in 2012 and was recently awarded the 2014 Watermain Improvements (A) Contract and the Hill and Grand Headwall Replacement Contract. Swallow Construction Corp. has satisfactorily completed projects similar in scope for the City of Aurora and the City of Yorkville. Staff recommends award of this contract to Swallow Construction Corp.

**ATTACHMENTS**

- Contract Documents
- Capital Project Sheet SW-070
- Contractor Evaluation



## CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: SWALLOW CONSTRUCTION, INC
- II. Instructions and Specifications:
- A. Bid No.: SW-070
  - B. For: FOREST AVENUE DRAINAGE IMPROVEMENTS FROM 41<sup>ST</sup> STREET TO 39<sup>TH</sup> STREET
  - C. Bid Opening Date/Time: WEDNESDAY, JULY 23, 2014 @10AM
  - D. Pre-Bid Conference Date/Time: WEDNESDAY, JULY 16, 2014 @ 10AM
  - 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: 5%
  - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
  - B. Certificate of Insurance: YES

Legal Advertisement Published: Wednesday, July 9, 2014

This document comprises 85 pages

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

JIM TOCK, PE  
STAFF ENGINEER  
VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-2453  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

**CALL FOR BIDS – FIXED WORKS PROJECT**

**Bid No.: SW-070**

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

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

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

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

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

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

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

### **1. GENERAL**

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to: **JULY 23, 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: Jim Tock, PE, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
- 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

### **2. BID PREPARATION**

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

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

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

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

Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.

- 2.7 The Bidder must submit his Bid on the form furnished by the Village. The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
  - 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
  - 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
  - 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.
  - 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
  - 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.
- 3. PRE-BID CONFERENCE**
- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.
  - 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid

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

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

**4. BID SUBMISSION**

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

4.2 A bid deposit will be required, which shall not exceed ten percent (10%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his Bid and according to the plans and specifications in case the contract shall be awarded to him.

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

**5. BID MODIFICATION OR WITHDRAWAL**

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

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

5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

**6. BID REJECTION**

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

**7. BIDDER COMPETENCY**

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

**8. BIDDER DISQUALIFICATION**

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



Bidder and the rejection of their Bid.

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

**9. BASIS OF AWARD**

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

**10. AWARD OF CONTRACT**

- 10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered. (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 contract will be returned within fifteen (15) days after the opening of Bids. The remaining bid deposits of each contractor will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

**12. FAILURE TO ENTER INTO CONTRACT**

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

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

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

**13. SECURITY FOR PERFORMANCE**

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

**14. TAX EXEMPTION**

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

**15. RESERVED RIGHTS**

15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all

subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

**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](http://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 (10<sup>th</sup>) 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.

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

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

**33. INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

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, 2013; 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 November 7, 2014. 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 ten (10) calendar days. The Contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.
- 4.1.3 The Contractor shall also make special note of the following work schedule requirements:
  - (a) N/A
- 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 and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.
- 4.1.6 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

**5. MEASUREMENT AND PAYMENT**

- 5.1 Section 109 of the 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

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

which it applies. All final waivers, from all suppliers and subcontractors MUST accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

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

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

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

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

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

**Description:** The Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to Herbert Street project shall generally consist of the following:

- Removal of exiting storm pipes, structures, culverts, and other collateral items
- Construction of storm sewer system including approximately 1,800 linear feet of 12” storm sewer and storm sewer structures (MHs and CBs) ranging in diameter from 2’ to 5’.
- Full depth pavement removal and installation of approximately 320 square yards of permeable pavement.
- Asphalt surface removal and replacement.
- All other collateral work such as road patching, road shoulder, sidewalk, and turf restoration

##### **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.

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

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

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

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

### **SP-3 QUALIFICATIONS OF BIDDER**

In addition to those requirements set forth in Section 10.1 above, in order to be considered a responsible bidder, the bidder must have particular expertise in having successfully constructed projects of a similar size and scope, specifically including residential neighborhood street and utility removal and reconstruction. The Bidder must submit the following information for itself and for each Sub-Contractor:

- 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.
- b. Proposed Project Team – the Bidder must identify the project manager and full-time onsite construction supervisor (can be the same person) on the Certification of Qualifications form. Bidder must also provide qualifications of the project manager and full-time onsite construction supervisor. The individuals proposed must be utilized for the duration of this project unless an alternate is approved in writing by the Village.
- c. Bidder must completely fill out and submit the Certification of Qualifications form with the Bid.

### **SP-4 EROSION AND SEDIMENTATION CONTROL**

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

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

Erosion and sedimentation control measures as indicated in the Erosion Control Plan, or as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the

Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.

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

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

#### **SP-5 PRECONSTRUCTION VIDEOTAPING**

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

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

#### **PRECONSTRUCTION VIDEOTAPING,**

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

#### **SP-6 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS**

**Description:** This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices.

No waiving of these requirements will be allowed without prior written approval of the Engineer.

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

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

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

The Contractor shall plan his work so that there will be no open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.

In the event that one direction of vehicular travel must be closed, the Contractor has the option of setting up a detour route or using flaggers (minimum of two) to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and lane closures, and shall issue written authorization prior to closure.

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

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

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

No street closure shall be permitted without the express written permission of the Engineer. No street closure may exceed 800 linear feet, nor be in effect from Friday night at 4:30PM to Monday morning at 9:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.

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

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

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

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

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

**SP-7 TREE PROTECTION**

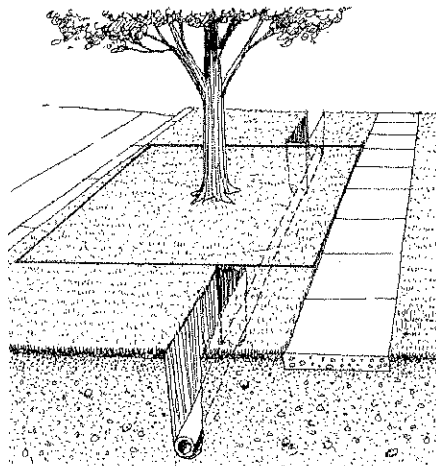
Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

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

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39<sup>th</sup> Street (SW-070)

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) or more feet in depth in the parkway or street or both, fencing of the public parkway trees shall be required. Example projects include, but are not limited to, watermain replacements with new 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 fence shall be maintained daily in an upright good condition. The size and location of all fencing shall be shown on the project plan sheets.

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

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

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

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

The value or partial value of the tree lost shall be determined by the Village Forester using the most current edition of the Guide for Plant Appraisal (prepared by the Council of Tree & Landscape Appraisers and the International Society of Arboriculture) and the most current edition of the Species Ratings & Appraisal Factors for Illinois (prepared by the Illinois Arborist Association). The total cost determined for the damage shall be



deducted from the payments made to the Contractor for the project. Should the Village hire another Contractor or tree service to complete pruning work, these costs shall also be deducted from the payments made to the Contractor.

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

**TREE PROTECTION,**

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

**SP-8 CONSTRUCTION STAKING AND RECORD DRAWINGS**

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

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

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

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

Prior to final payment and within 28 calendar days of substantial completion, as determined in section III.4.1.1, the Contractor shall provide the Village with record drawings showing the elevations of all constructed storm and sanitary sewer manholes, catch basins, inlets, clean-outs, and any other structures defined by the Engineer as part of the project, including all rim elevations, and invert elevations of all pipes. Rim elevation of all curb structures shall be taken at the flowline of the gutter. Significant changes to the design plans shall also be depicted. Red-lined plans or electronically-generated as-built plans are acceptable. Digital copies of as-built drawings must also be provided (TIF files or approved equal), along with two full-sized paper copies. All work related to generating the as-built drawings shall be supervised by a licensed Illinois Land Surveyor.

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

**CONSTRUCTION STAKING AND RECORD DRAWINGS,**

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

**SP-9 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-10 TREE PRUNING**

This work shall consist of pruning branches, for aesthetic and structural enhancement, of existing trees as shown on the plans or as directed by the Engineer. All pruning shall be done according to ANSI A300 (Part 1) – Pruning standard.

All trees designated to be saved shall be protected during clearing and subsequent construction operations. Overhanging limbs shall be pruned or cut off to provide a minimum vertical clearance of seven (7) feet from the finished surface.

**Basis of Payment:** Tree pruning will be paid for at the contract unit price per **EACH** tree for:

**TREE PRUNING**

**SP-11 STREET SWEEPING AND DUST CONTROL**

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

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

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

**STREET SWEEPING AND DUST CONTROL,**

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

**SP-12 STORM SEWER REMOVAL (SIZE SPECIFIED)**

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

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

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

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

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

**STORM SEWER REMOVAL (SIZE SPECIFIED),**

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

**SP-13: CULVERT REMOVAL (SIZE SPECIFIED)**

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 FOOT for **CULVERT REMOVAL (SIZE SPECIFIED)**, 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 FEET of culverts removed.

Basis of Payment. This work will be paid for at the contract unit price per FOOT for **CULVERT REMOVAL (SIZE SPECIFIED)**

**SP-14 DRAINAGE STRUCTURE TO BE REMOVED**

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

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

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

### **DRAINAGE STRUCTURES TO BE REMOVED**

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

#### **SP-15 HOT-MIX ASPHALT DRIVEWAY REMOVAL & REPLACEMENT (DEPTH)**

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

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

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

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

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

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

#### **HMA DRIVEWAY REMOVAL & REPLACEMENT (DEPTH),**

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

#### **SP-16 PORTLAND CEMENT CONCRETE SIDEWALK REMOVE AND REPLACE or PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, NEW,**

**Description:** This work shall consist of installation of new P.C.C. and the removal and replacement of existing P.C.C. sidewalk as indicated by location or shown on the plans. All P.C.C. sidewalks shall be removed and replaced by methods and with materials in accordance with Articles 424 and 1020.04 of the SSRBC, except as amended herein.

Removal of existing sidewalk shall include saw cutting and disposal of existing concrete as directed by the Engineer, removal of tree roots, bituminous paved sidewalks and/or bituminous overlayment of existing sidewalks.

Excavation for new sidewalk shall be performed with a Gradall. Operating a Gradall on the parkways will not be allowed. All excavation shall be made from the street unless otherwise approved by the Engineer. Excavation work utilizing a skid steer loader shall not be allowed.

Placement of sidewalk shall include the following:

- a) Any necessary excavation, clearing, and proper disposal of excavated materials, removal and disposal of all obstructions such as fences, walls, foundations and buildings;
- b) The placement and compaction of four inches (4") of Subbase Granular material, Type B, CA 6 with the methods and with materials in accordance with Section 311 and of Article 1004.04 of the SSRBC;
- c) The set up of form work such that the maximum running slope of the finished walk does not exceed 5 percent (1:20) or not to exceed the general grade established for the roadway, and the cross slope is not more than 2 percent (1:50).
- d) The placement of five inch (5") thick, Class SI Portland Cement Concrete, 5.65 cwt/cy mix, with 5-8% air entrainment, 2"-4" slump, and six inch (6") thickness through or in residential driveways or where subject to vehicular traffic, to the width specified on the plans or as directed by the Engineer;
- e) The tooling of contraction joints, 3/4-inch radius and 1 inch deep, 5 feet on center;
- f) The placement of 1/2 inch thick premoulded expansion joints at 50 foot intervals on center, or abutting existing concrete sidewalk, or at the end of a pour;
- g) The adjustment to proper grade of all utility structures encountered;
- h) For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.
- i) The replacement of all traffic control devices or parking meters removed;
- j) The proper curing of all concrete work utilizing methods and materials outlined in Articles 424 and 1022.01 of the SSRBC, (Type III membrane curing compound white pigmented);
- k) The complete restoration of abutting asphalt driveways damaged as a result of installation, or where new sidewalk surface is more than 1/2 inch higher or lower than the original grade of the asphalt drive. Restoration shall consist of a minimum of one foot either side of the sidewalk; with a minimum of three inch (3") thick Hot-Mix Asphalt Surface, Mixture C, N50 (IL 9.5) surface course; and restoration of gravel drives with similar HMA restoration.
- l) Installation of ADA compliant ramps for curbed and non-curbed streets.

Except for damaged parkway areas due to rutting or not designated by the Engineer, restoration will be paid for in accordance with the specification PARKWAY RESTORATION.

When sidewalks are closed to pedestrians a minimum of two barricades (one on either side of the work zone) shall be used.

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

**P.C.C. SIDEWALK REMOVAL AND REPLACE**

or

**P.C.C. SIDEWALK, 5 INCH, NEW**

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

**SP-17 SANITARY SERVICE RECONNECTION**

**Description:** This work shall consist of the reconnection of existing sanitary services disturbed during the installation of the proposed storm sewer. A service shall be considered whenever the storm sewer passes less

than eighteen inches above or any distance below the service. **THE CONTRACTOR MUST MAKE AN ATTEMPT TO AVOID DISTURBING THE SERVICE. ANY SERVICES DETERMINED BY THE VILLAGE ENGINEER TO BE DELIBERATELY DISTURBED WILL NOT BE CONSIDERED FOR PAYMENT. NO RECONNECTION SHALL BE CONSIDERED FOR PAYMENT UNLESS WITNESSED AND APPROVED BY VILLAGE ENGINEER.**

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. See detail in "Standard Detail" section of this document.

Non-shear couplings (couplings with stainless steel shear ring) shall be used to connect pipes of dissimilar material or size – FLEX-SEAL Adjustable Repair Couplings. The excavation shall be backfilled with **TRENCH BACKFILL** to a point one foot above the top of the sanitary service. Backfill shall be placed in lifts and firmly compacted such that no future settlement occurs. **NO RECONNECTION SHALL BE BACKFILLED UNTIL INSPECTED AND APPROVED BY A REPRESENTATIVE OF THE DOWNERS GROVE SANITARY DISTRICT (630-969-0664).**

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

**SANITARY SERVICE RECONNECTION,**

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

**SP-18 STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED)**

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

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

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

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

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

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

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

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

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

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

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

which price shall include all labor, material, and equipment and incidental work herein specified, except **TRENCH BACKFILL** used as Final Backfill as defined by the Standard Specifications, which will be paid for separately.

**SP-19 TRENCH BACKFILL**

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

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

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

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

Placement of **SELECTED GRANULAR BACKFILL, CA-11**, as **Granular bedding, Haunching, and**

**Initial Backfill, as defined in the Water and Sewer Specs., shall be considered incidental to the contract price for pipe installation.**

**Payment shall be made only for the placement of SELECTED GRANULAR BACKFILL, CA-6, as Final Backfill, as defined in the Water and Sewer Specs. Backfill of approved excavated material shall be considered incidental to the contract price.**

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

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

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

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

#### **TRENCH BACKFILL**

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

#### **SP-20 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-21 EXPLORATORY TRENCH**



**Description:** 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 it is located in a paved area (existing or proposed), the excavation shall be backfilled with Trench Backfill as specified herein. Otherwise, the excavation shall be backfilled with excavated material compacted to the satisfaction of the Engineer. Any excess material shall be disposed of in accordance with Article 202.03 of the SSRBC.

***Trench Backfill will not be measured for payment.***

This work will be paid for at the contract unit price per **CUBIC YARD** for

**EXPLORATORY TRENCH,**

measured as specified, which price shall include excavation, backfill and legal disposal of excess material.

**SP-22: 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-23 ADJUSTING DIP WATERMAIN (SIZE AND TYPE SPECIFIED)**

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

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

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

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

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

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

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

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

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

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

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

1. All ductile iron pipe, fittings, and thrust blocking required to perform the adjustment;
2. Removal of all surplus trench excavation from site;
3. Excavation for and placement of granular bedding and encasement material when shown on the plans and/or ordered by the Engineer;
4. Support of trenches, including any necessary bracing or shoring;
5. De-watering of trenches or any excavation; and
6. Further adjustments to horizontal and vertical alignment due to unforeseen utility conflicts.

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

**ADJUSTING WATERMAIN (SIZE SPECIFIED)**

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

**SP-24 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.

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

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 keystone 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 keystone 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-25: VALVES**

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

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-26: 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

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

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-27 ADJUSTING SANITARY SERVICE LINES**

**Description.** This work shall consist of adjusting (replacing) sanitary service lines required where the proposed storm sewer is in direct conflict with the existing sanitary service line in accordance with Section 563 of the Standard Specifications and as specified herein, with the exception that adjustments (replacements) shall be constructed in addition to the "Sewer and Water Specs" per the Downers Grove Sanitary District's specifications for sewer construction, and that this item will be paid for per EACH adjustment. **Excavation,**

**removal of excavation from site, support of trenches, material (pipe, fittings, etc.), trench backfill, compacting of trench backfill, and all other items required to perform the work will be considered incidental.** Pavement and parkway restoration will be paid for separately under pavement removal, sidewalk removal, HMA surface and binder placement, sidewalk placement, and sod restoration.

**Materials.** All material shall abide by Downers Grove Sanitary District specifications for sewer construction.

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

**ADJUSTING SANITARY SERVICE LINES**

which price shall include all work as described above.

**SP-28 TEMPORARY SURFACE OVER TRENCH – (AGGREGATE)**

**Description:** This work shall consist of construction, maintenance, and removal of an aggregate surface course for temporary roads and approaches as specified in Section 107.09 of the SSRBC. The depth of the temporary surface over trench shall equal the depth of the proposed, final asphalt patch (11”).

**Construction Requirements:**

Aggregate surface shall be constructed in accordance with the applicable portions of Section 402 of the SSRBC, except that the equipment required for the work will be as directed by the Engineer. Maintenance shall consist of placing and compacting additional aggregate of the same type and gradation as the surface aggregate.

**Materials:**

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

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

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

**TEMPORARY SURFACE OVER TRENCH – (AGGREGATE),**

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

**SP-29 PARKWAY RESTORATION, SALT TOLERANT, SPECIAL**

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

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

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

This work shall consist of the excavation, topsoiling and sodding from a minimum of one and one-half (1-1/2) feet to a maximum of three (3) feet behind or adjacent to all curbs, sidewalks and driveways removed and replaced during the course of construction or as directed by the Engineer. Restoration will also be performed on areas disturbed by storm sewer or culvert construction.

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

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

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

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

**PARKWAY RESTORATION, SALT TOLERANT, SPECIAL,**

which price shall be payment in full for any excavation and grading necessary, the furnishing, transporting and placement of all topsoil and sod and the full watering of sod. Unless otherwise directed by the Engineer restoration of disturbed parkways more than three (3) feet behind the back of curb or more than three (3) feet adjacent to newly constructed driveway or sidewalk or more than six (6) feet either side of the newly placed storm sewer or pipe culvert will not be paid for separately but shall be considered incidental to the contract.

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

**SP-30 AGGREGATE SHOULDERS, TYPE B**

**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, four (4) 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-31 DETECTABLE WARNINGS**

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

Detectable Warnings shall be brick red, cast-in-place composite panels with inline dome pattern. Panels shall be installed full width of the walk (2" max concrete border allowed) in accordance with the latest PROWAG guidelines and at the direction of the Public Works Director (or his/her designee).

Detectable Warnings shall be Access-Tile Cast-In-Place Replaceable, or equivalent equal.

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

**DETECTABLE WARNINGS,**

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

**SP-32 POROUS GRANULAR EMBANKMENT, SUBGRADE SPECIAL**

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

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

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

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

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



**POROUS GRANULAR EMBANKMENT, SUBGRADE SPECIAL,**

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

**SP-33: 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-34 AMENDED SOIL FURNISH AND PLACE, 12”**

**Description:** This work shall consist of the furnishing, transporting and placement of amended soil in accordance with the applicable parts of Sec. 211 of the SSRBC, except as amended herein.

Amended soils shall not be handled wet during any construction work.

Over-excavation for amended soil shall be conducted following excavation to proposed grade. In all areas requiring amended soils, existing soil shall be excavated and hauled off in accordance with plan quantities. This excavated material can not be used onsite for amended soil material. All amended soil material must be imported from a suitable source offsite.

The Village and/or Engineer shall approve all amended soil materials prior to placement on site. The Contractor shall show the Village and/or Engineer potential amended soil materials at the source location upon request. Amended soil materials shall consist of 10% - 15% loam or silt loam, 70% - 80% coarse sand and 10% - 15% organic compost. The pH range shall be 5.3 to 7.5. If the borrow source material is deficient, it may be necessary for the Contractor to amend the soil to meet the required specifications. The amendments may include limestone or aluminum sulfate to adjust pH. Amendments shall meet the following requirements:

- Agricultural limestone shall contain not less than 95 percent calcium carbonate equivalent and shall be ground to such a fineness that at least 98 percent will pass a 20-mesh sieve and at least 50 percent will pass a 100-mesh sieve. Other liming material shall have a minimum calcium carbonate equivalent of 80 percent and shall be crushed to such a fineness that 98 percent will pass a 20-mesh sieve and at least 50 percent will pass a 100-mesh sieve.
- Aluminum sulfate shall be horticultural grade.
- Amended soils shall be pre-mixed at an off-site facility, and shall not be blended on-site or in-place. The Village and/or Engineer shall test amended soils to ensure the appropriate gradation and compaction. Samples will be taken within 48 hours of notice from the Contractor that materials are ready for testing. Standard seive analysis and other general accepted testing procedures may be utilized. After samples are taken, testing may take up to 5 business days per round of testing. The Contractor shall build time for testing into the schedule, as it may take multiple rounds of mixing and testing to meet the requirements, depending on the Contractor's chosen method and thoroughness of the mixing procedure prior to samples being taken.

Once the material and mixture has been approved, the amended soil shall be spread using single lifts of up to 1-

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

foot or as directed by the Village and/or Engineer. Final amended soil thickness shall be in accordance with the Construction Plans.

Wheeled vehicles (scrapers, end loaders, skid steers, etc.) shall not be used for topdressing work and are not allowed in the amended soils area after subgrade has been achieved, as they result in severe surface compaction. Only low ground pressure wide-track equipment (quadtrac tractor and pull-type scraper assembly wide, track dozer, back-hoe, and tracked bobcats) shall haul, move and spread amended soil material in the areas to be seeded or where plugs are to be installed. The construction contractor is responsible to create a surface that has minimal compaction. It is critical to restoration success that compaction of the surface is avoided.

The Contractor is required to establish a smooth and level surface in the remedial area with clods no greater than 2-inches in diameter and a surface that has minimal compaction. All rocks greater than .75-inches in diameter shall be removed. The Contractor shall inspect the surface conditions following amended soil placement to determine if they are acceptable. The Contractor is responsible to rectify any unacceptable amended soil conditions and may be required to re-grade and/or disk to achieve acceptance. Should the placing procedure segregate the mixture, or otherwise cause it to no longer meet the specifications, any in-place remedial measures necessary will be the responsibility of the Contractor, with no additional payment being made for said work.

Grade areas are to be seeded to a smooth, uniform surface plane with loose uniformly fine texture. Grade to within plus or minus ½ inch (13 mm) of finish elevation. Rake in order to remove ridges and fill depressions. Limit finish grading to areas that can be promptly planted.

No wheeled traffic shall occur in the seeding/plugging area following amended soil placement, except for a farm type tractor to conduct disking and seeding preparation.

**Method of Measurement:** This work, including overexcavation for amended soil, 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:

**AMENDED SOIL FURNISH AND PLACE, 12”**

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

**SP-35 PERENNIAL PLANT INSTALLATION**

**Description:** This work shall be performed in accordance with Section 254 of the SSRBC, except as amended herein.

All perennial plants shall be container grown in open bottom pots and have minimum shoot heights of 12 inches at the time of planting. Pot dimensions shall be a minimum of 2 3/8-inches square and 3 ¾-inches deep.

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

All container plant material shall be inoculated with mycorrhizal fungi.

Species selection shall be in accordance with the “Perennial Plant List” as shown on the plans. A total of 6 units shall be installed (with one unit consisting of 100 plants). Of the 6 units required, a single unit from at least 6 different species shall be installed. No more than two units of any species shall be installed. Substitutions shall not be acceptable unless previously approved by the Engineer. A final list of selections and approximate planting plan shall be submitted to the Engineer for approval at least one week prior to plant purchase.

All plant material shall be grown from seed sources within a 150-mile radius of the project location with species and subspecies native to DuPage County, Illinois. Plant material shall be acquired from a reputable supplier, subject to the approval of the Engineer.

All plant material shall be installed within 1 week of reaching final grade elevations. Any potential delays caused by weather shall be approved by the Engineer. Plantings shall take place within six hours of delivery to the project site. If planting is delayed more than six hours after delivery, plants shall be placed in shade and protected from weather and mechanical damage and all roots shall be kept moist.

The Contractor shall notify the Engineer 24 hours prior to planting - no plants shall be installed prior to approval of the Engineer. All plants shall be installed at 12-inch intervals. Holes shall be dug large enough to allow spreading of roots. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water. Water thoroughly after planting, taking care not to cover plant crowns with wet soil. Plants shall be protected from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

Preen shall be applied to planted area per the manufacturer’s recommended rates.

Planting bed shall be mulched with 3-4 inches of hardwood bark mulch. Do not place mulch against plant stems. The cost of mulch placement shall be merged into the contract unit price per UNIT of Perennial Plant installation.

Contractor agrees to repair or replace plantings that fail in materials, workmanship, or growth within specified Warranty Period, which shall be one year from date of installation for all plant material. Failures include, but are not limited to, the following:

- Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect or abuse by the Village, or incidents that are beyond Contractor’s control.
- Structural failures including plantings falling or blowing over.

Full maintenance shall be provided by skilled employees of the Contractor for the duration of the Warranty Period. Maintenance shall begin immediately after plant installation and continue until all plantings are acceptably healthy, well established, and until Final Acceptance. Plantings shall be maintained by watering, weeding, fertilizing, mulching, and other operations as required to establish healthy, viable plantings. Final Acceptance shall be granted one year from the date of installation of all plant material, pending 95% survivorship.

**Method of Measurement:** This work will be measured for payment in units of 100 perennial plants of the type and size specified. Measurement for payment of this work will not be performed until the end of the 30 day establishment period for the replacement planting. Only plants that are in place and alive at the time of measurement will be measured for payment, except that if fewer than 25 percent of the plants are acceptable, NO PAYMENT WILL BE MADE AND THE WORK WILL BE REJECTED IN ITS ENTIRETY. Any/all dead plants shall be replaced as soon as is allowable depending on the planting window for the specific species.

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

**PERENNIAL PLANT INSTALLATIONS**

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

**SP-36 PIPE UNDERDRAIN**

**Description:** This work shall consist of construction of installation of a pipe underdrain as shown on the plans.

The contractor shall be responsible for the protection of the placed underdrain such that no damage occurs prior to final restoration and acceptance.

**Materials.** Materials shall meet the requirements of Section 601 of the SSRBC except for the following:

- a) Pipe underdrain (6") shall be perforated or slotted (SDR 26) polyvinyl chloride (PVC) pipe as noted.
- b) Pipe underdrain (6") shall be solid-wall (SDR 26) polyvinyl chloride (PVC) pipe as noted.

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

**PIPE UNDERDRAIN, 6"**

which price will include all PVC pipe, appurtenances, and all other labor and material required to complete the work as specified.

**SP-37 PERMEABLE PAVERS**

**Description:**

Section includes the following:

- Permeable Interlocking Concrete Pavers
- Permeable Joint Opening Aggregate
- Permeable Setting Bed Aggregate (Open-graded)
- Permeable Base Aggregate (Open-graded)
- Permeable Subbase Aggregate (Open-graded)

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

**Materials:**

The permeable paver units shall consist of Unilock, Eco-Optilock or approved equivalent. The color shall be standard, to be selected by the Village.

Soldier course and crosswalk paver units shall consist of Unilock, Hollandstone or approved equivalent. The color shall be standard, to be selected by the Village. Soldier course and crosswalk pavers may be different colors. The installation of soldier course and crosswalk pavers shall be considered incidental to Permeable Paver installation and shall be paid for at the contract unit price per **SQUARE YARD** of Permeable Pavers.

Provide pavers meeting the minimum material and physical properties set forth in ASTM C 936, Standard Specification for Interlocking Concrete Paving Units. Efflorescence shall not be a cause for rejection. Average compressive strength 8000 psi (55MPa) with no individual unit under 7,200 psi (50 MPa). Average absorption of 5% with no unit greater than 7% when tested according to ASTM C 140.

Resistance to 50 freeze-thaw cycles, when tested according to ASTM C1645-06, with no breakage greater than 1.0% loss in dry weight of any individual unit. Conduct this test method not more than 12 months prior to delivery of units.

Permeable Paver samples shall be submitted for verification. Three representative full-size samples of each paver type, thickness, color and finish that indicate the range of color variation and texture expected upon project completion. Accepted samples become the standard of acceptance for the product produced. Test results from an independent testing laboratory for compliance of concrete pavers with ASTM C 936.

Manufacturer's catalog product data, installation instructions, and material safety data sheets for the safe handling of the specified materials and products shall be submitted.

**Permeable Joint Opening Aggregate:**

- Provide three representative one pound samples, in containers, of aggregate materials that indicate the range of color variation and texture expected upon project completion. Accepted samples become the standard of acceptance for the product produced.
- Test results from an independent testing laboratory for sieve analysis, including washed gradations per ASTM C 136.
- Test results for void space percentage per ASTM C 29.

**Permeable Setting Bed, Base and Subbase Aggregate:**

- Test results from an independent testing laboratory for compliance with ASTM D 448 No. 8, No. 57 and No. 2.
- Test results from an independent testing laboratory for sieve analysis, including washed gradations per ASTM C 136.
- Test results for void space percentage per ASTM C 29.

Obtain Permeable Interlocking Concrete Pavers from one source location with the resources to provide products of consistent quality in appearance and physical properties.

Obtain Permeable Joint Opening Aggregate from one source with the resources to provide materials and products of consistent quality in appearance and physical properties.

Manufacturer shall be required to complete production of materials within 30 days after order has been placed to avoid construction delays. Permeable pavers shall be delivered in the manufacturer’s original, unopened and undamaged container packaging with identification labels intact and shall be delivered to the site in steel banded, plastic banded or plastic wrapped packaging capable of transfer by forklift or clamp lift. Delivery shall be coordinated with other construction activities to minimize interference with normal use of streets and sidewalks adjacent to paver installation. Unload pavers at job site in such a manner that no damage occurs to the product or adjacent surfaces. Materials shall be stored and protected such that they are kept free from mud, dirt and other foreign materials.

Provide Permeable Joint Opening Aggregate materials conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 8 as shown in Table 1 or IDOT CA-16.

**TABLE 1  
PERMEABLE JOINT OPENING AGGREGATE  
GRADATION REQUIREMENTS  
(CRUSHED LIMESTONE)**

<b>ASTM No. 8</b>	
<b>Sieve Size</b>	<b>Percent Passing</b>
1/2 in (12.5 mm)	100
3/8 in (9.5 mm)	85 to 100
No. 4 (4.75 mm)	10 to 30
No. 8 (2.36 mm)	0 to 10
No. 16 (1.18 mm)	0 to 5

**Permeable Setting Bed Aggregate (IDOT CA-16)**

Provide Permeable Setting Bed Aggregate materials conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 8 as presented in Table 3 or IDOT CA-16.

**TABLE 3  
PERMEABLE SETTING BED AGGREGATE  
GRADATION REQUIREMENTS  
(IDOT CA-16)**

<b>ASTM No. 8</b>	
<b>Sieve Size</b>	<b>Percent Passing</b>
½ in (12.5 mm)	100
3/8 in (9.5 mm)	85 to 100

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

No. 4 (4.75 mm)	10 to 30
No. 8 (2.36 mm)	0 to 10
No. 16 (1.18 mm)	0 to 5

**Construction Requirements:**

Paving Contractor Qualifications:

- Utilize an installer having successfully completed concrete paver installation similar in design, material, and extent indicated on this project. See **SP-2**.
- Utilize a Contractor conforming to all local, state/provincial licensing and bonding requirements.

Mockups:

- Install a 7 ft x 7 ft paver area. This area shall be used to determine surcharge of the bedding aggregate layer, joint sizes, lines, laying pattern(s) and levelness. This area will be used as the standard by which the work will be judged. Subject to acceptance by owner, mock-up may be retained as part of finished work. If mock-up is not retained, it shall be removed and properly disposed of by the contractor.

Environmental Requirements:

- Do not install permeable pavers on bedding sand.
- Do not install pavers on frozen permeable setting bed aggregate materials.
- Do not install pavers over frozen permeable base or subbase aggregates.
- Do not install permeable base or subbase aggregates over frozen subgrade.

Contractor shall provide a minimum of 5% additional material for overage to be used during construction and an additional 168 square feet of each product and size used to the Village for maintenance and repair. These additional pavers shall be furnished from the same production run as the installed materials. Additional material for Village use shall be delivered to 5101 Walnut Ave, Downers Grove, IL.

Contractor shall supply maintenance and reinstatement manuals for Permeable Paver units from the Manufacturer.

Contractor to examine areas indicated to receive paving for compliance with requirements for installation tolerances and other conditions affecting performance before placing the Permeable Pavers. Verify that subgrade preparation, compacted density and elevations conform to specified requirements. Verify that Geotextiles have been placed according to drawings and specifications. Verify that Permeable Base and Subbase Aggregate materials, thickness, compacted density, surface tolerances and elevations conform to specified requirements. Verify location, type, and elevations of edge restraints, concrete collars around utility structures, and drainage inlets. Proceed with installation only after unsatisfactory conditions have been corrected.

Verify that the soil subgrade is free from standing water.

Stockpile Permeable Setting Bed, Joint, Base and Subbase Aggregate materials such that they are free from standing water, uniformly graded, free of any organic material or sediment, debris, and ready for placement.

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

Remove any excess thickness of soil applied over the excavated soil subgrade to trap sediment from adjacent construction activities before placing the Geotextile and Permeable Subbase Aggregate materials.

Keep area where pavement is to be constructed free from sediment during entire job. Remove and replace all Geotextile, Permeable Joint, Setting Bed, Base and Subbase Aggregate materials contaminated with sediment with clean materials.

Complete all subdrainage of underground services within the pavement area in conjunction with subgrade preparation and before the commencement of Permeable Subbase Aggregate construction.

Do not damage underdrain pipes, overflow pipes, observation wells, or inlets and other drainage appurtenances during installation. Report all damage immediately.

Compact soil subgrade uniformly to at least 90 percent of Standard Proctor Density per ASTM D 698 for pedestrian areas. Compact soil subgrade uniformly to at least 95 percent Modified Proctor per ASTM D 1557 for vehicular areas.

Proof-roll prepared subgrade to identify soft pockets and areas of excess yielding. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting and replace with compacted backfill or fill as directed.

Provide concrete edge restraint along the perimeter of all paving as specified. Install the face of the concrete edge restraint, where it abuts pavers vertical down to the subbase. Construct concrete edge restraint to dimensions and level specified and support on a compacted subbase not less than 6 in thick. Provide separation geotextile on bottom and sides of prepared soil subgrade. Secure in place to prevent wrinkling or folding from equipment tires and tracks. Overlap ends and edges a minimum of 18 in. in the direction of drainage. Temporary edge restraint shall be provided, as necessary or as directed by the Engineer, to complete the permeable paver installation in the phases as described in the GENERAL SCOPE OF WORK. Temporary edge restraint will not be measured separately for payment and its cost shall be merged into the unit price per SQUARE YARD for PERMEABLE PAVERS.

Provide the Permeable Subbase Aggregate in uniform lifts not exceeding 6 in., loose thickness and compact to at least 95 percent as per ASTM D 4254 to depths as indicated. Compact the Permeable Subbase Aggregate material with at least two passes in the vibratory mode then at least two in the static mode with a minimum 10 ton vibratory roller until there is no visible movement. Do not crush aggregate with the roller. Do not exceed the specified surface grade of the compacted Permeable Subbase Aggregate material more than  $\pm 3/4$  in. over a 10 ft. long straightedge laid in any direction.

Provide the Permeable Base Aggregate material in uniform lifts not exceeding 6 in. over the compacted Permeable Subbase Aggregate material and compact to at least 95 percent as per ASTM D 4254 to depths as indicated. Compact the Permeable Base Aggregate material with at least two passes in the vibratory mode then at least two in the static mode with a minimum 10 ton vibratory roller until there is no visible movement. Do not crush aggregate with the roller. Do not exceed the specified surface grade of the compacted Permeable Base Aggregate material more than  $\pm 1/2$  in. over a 10 ft. long straightedge laid in any direction. Grade and compact the upper surface of the Permeable Base Aggregate material sufficiently to prevent infiltration of the Permeable Setting Bed Aggregate material both during construction and throughout its service life.



Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

Provide and spread Permeable Setting Bed aggregate evenly over the base course and screed to a nominal thickness of 1-1/2 in. Do not disturb screeded Permeable Setting Bed Aggregate. Do not substantially exceed screed area which cannot be covered by pavers in one day. Do not use Permeable Setting Bed Aggregate material to fill depressions in the base surface. Keep moisture content constant and density loose and constant until pavers are set and compacted. Inspect the Permeable Setting Bed Aggregate course prior to commencing the placement of the permeable interlocking concrete pavers.

Do not use unit pavers with chips, cracks, voids, discolorations, and other defects that might be visible in finished work. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures. Exercise care in handling face mix pavers to prevent surfaces from contacting backs or edges of other units. Provide permeable pavers using joint pattern as indicated at the end of this special provision. Adjust joint pattern at pavement edges such that cutting of edge pavers is minimized. Cut all pavers exposed to vehicular tires no smaller than one-third of a whole paver. **NO CONTINUOUS JOINTS WILL BE ALLOWED.** Place units hand tight against spacer bars. Adjust horizontal placement of laid pavers to align straight. When installation is performed with mechanical equipment, use only unit pavers with spacer bars on sides of each unit. Provide space between paver units of 1/32 in. wide to achieve straight bond lines. Do not exceed joint (bond) lines more than  $\pm 1/2$  in. over 50 ft. from string lines. Fill gaps between units or at edges of the paved area that exceed 3/8 inch with pieces cut to fit from full-size unit pavers. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. All cutting shall consist of dustless water cutting. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.

Standard Pavers (Unilock Hollandstone, or approved equivalent) installed within the crosswalks shall maintain the joint pattern as indicated at the end of this special provision.

Do not allow traffic on installed pavers until Permeable Joint Aggregate has been vibrated into joints. Keep skid steer and forklift equipment off newly laid pavers that have not received initial compaction and Permeable Joint Aggregate material. Vibrate pavers into leveling course with a low-amplitude plate vibrator capable of a to 5000-lbf (22-kN) compaction force at 80 to 90 Hz. Perform at least three passes across paving with vibrator. Vibrate under the following conditions:

- After edge pavers are installed and there is a completed surface or before surface is exposed to rain.
- Compact installed concrete pavers to within 6 feet (1,800 mm) of the laying face before ending each day's work. Cover pavers that have not been compacted and leveling course on which pavers have not been placed, with nonstaining plastic sheets to prevent Permeable Setting Bed Aggregate from becoming disturbed.

Remove any cracked or damaged pavers and replace with new units prior to installing Permeable Joint Opening Aggregate material. Provide, spread and sweep Permeable Joint Opening Aggregate into joints immediately after vibrating pavers into Permeable Setting Bed course until full. Vibrate pavers and add Permeable Joint Aggregate material until joints are completely filled, then remove excess material. This will require at least 4 passes with a plate compactor. Do not exceed 1/32-inch unit-to-unit offset from flush (lippage). Do not exceed 1/8 inch in 10 feet from level, or indicated slope, for finished surface of paving. Remove excess Permeable Joint Aggregate broom clean from surface when installation is complete.

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

Verify final elevations for conformance to the drawings after sweeping the surface clean. Do not deviate final surface tolerance from grade elevations more than  $\pm 3/8$  in. under a 10 ft straightedge or indicated slope, for finished surface of paving.

Set surface elevation of pavers  $3/8$  in. above adjacent drainage inlets, concrete collars or channels (no more than  $1/4$  in. in pedestrian areas). No greater than  $1/2$  in. difference in height shall exist between permeable pavers and adjacent paved surfaces (no more than  $1/4$  in. difference in pedestrian areas).

Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.

Remove excess dirt, debris, stains, grit, etc. from exposed paver surfaces; wash and scrub clean. Clean Permeable Concrete Pavers in accordance with the manufacturer's written recommendations. Apply Sealer for Permeable Concrete Pavers in accordance with the manufacturer's written recommendations.

Protect completed work, as necessary, from damage due to subsequent construction activity on the site.

Provide additional Permeable Joint Aggregate material after 120 days and before 150 days after date of Substantial Completion/Provisional Acceptance. At this time, Contractor shall fill permeable joint aggregate material full to the lip of the paver.

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)



Architectural Products

www.unilock.com 1-800-UNILOCK

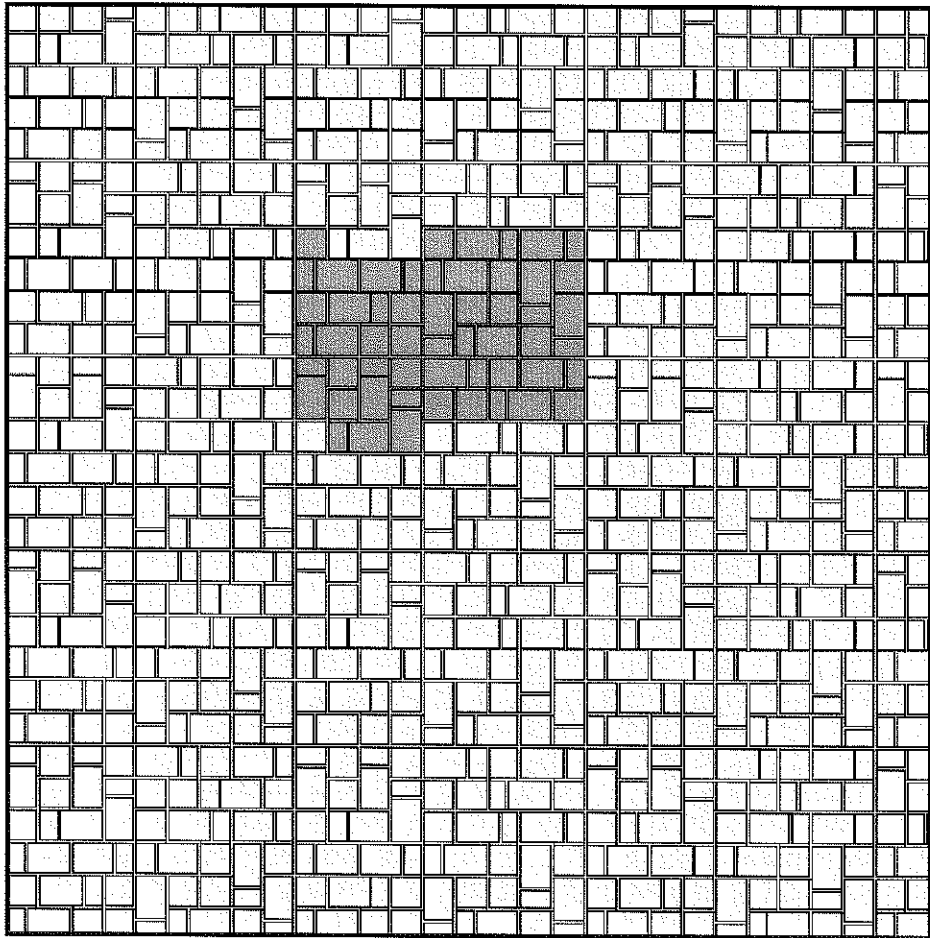
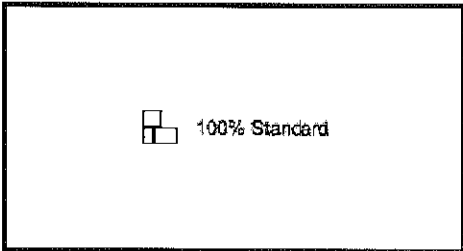
Notes

AutoCAD® hatch pattern files can be downloaded from www.unilock.com for use in architectural drawings.

Some patterns may not necessarily reflect the percentages of stone sizes within a particular bundle configuration. In some cases you may have extras in one or more of the sizes. This must be accounted for in your planning and design.

Eco-Optiloc®

Pattern A



Copyright 2010 Heigastone Holdings, Inc.

Boston Buffalo Chicago Cleveland Detroit New York Philadelphia Toronto

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)



**Architectural Products**

www.unilock.com 1-800-UNILOCK

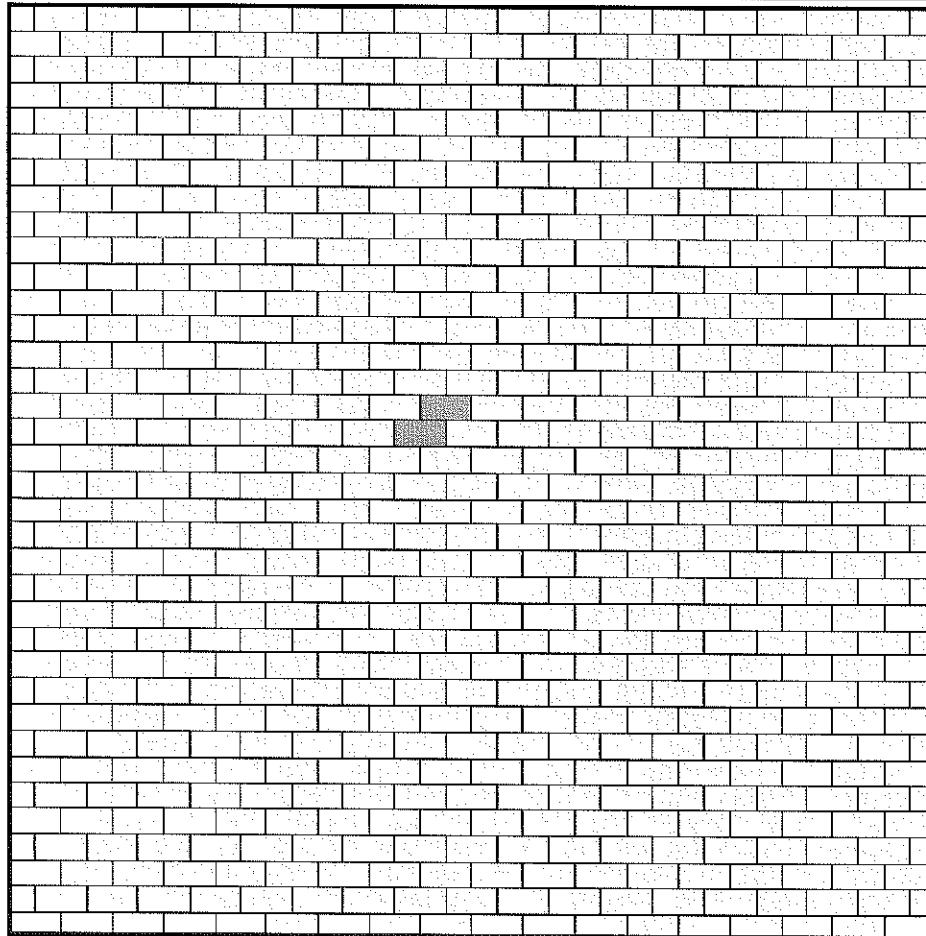
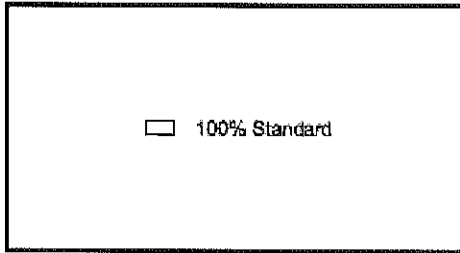
**Notes:**

AutoCAD® hatch pattern files can be downloaded from www.unilock.com for use in architectural drawings.

Some patterns may not necessarily reflect the percentages of stone sizes within a particular bundle configuration. In some cases you may have extras in one or more of the sizes. This must be accounted for in your planning and design.

Hollandstone®

Pattern B



Copyright 2010 Heidelberg Holdings, Inc.

Boston Buffalo Chicago Cleveland Detroit New York Philadelphia Toronto

**Method of Measurement:** Measurement for payment will be based on area of newly placed permeable pavers.

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

**PERMEABLE PAVERS,  
PERMEABLE JOINT OPENING AGGREGATE,  
PERMEABLE SETTING BED AGGREGATE,**

**PERMEABLE BASE COURSE,  
PERMEABLE SUB-BASE,  
STANDARD BASE COURSE**

which price shall include all backfilling, materials and transportation necessary to complete this item.

**SP-38 CONCRETE RIBBON**

**Description:** This work shall consist of all labor, material, and equipment required to install concrete headers at locations shown on the plans or as directed by the Engineer. All concrete headers shall be installed by methods and with materials in accordance with Articles 420 and 1020.04 of the SSRBC, except as amended herein.

The cost of all reinforcement bars shall be merged into the unit price per FOOT for CONCRETE HEADER.

**Method of Measurement:** Measurement for payment will be based on length of newly placed CONCRETE HEADER.

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

**CONCRETE RIBBON,**

which price shall be payment in full for all labor, material and equipment necessary for excavation, spoil removal and disposal, installing, bedding, backfilling, and all incidental work herein specified.

**SP-39 HOT-MIX ASPHALT PAVEMENT TRANSITION – 5”**

**Description:** This work shall consist of the construction of the HMA pavement transition and shall include excavation as necessary for the full width of the concrete sidewalk, placement and compaction of the four inches (4") of Type B, CA-6 aggregate base, and the placement and compaction of 5 inches (5") in two lifts of Hot-Mix Asphalt Surface, Mixture D, N50 (IL 9.5) per the applicable portions of Sec. 442 of the Standard Specifications.

HMA shall be placed by methods and materials outlined in Articles 406 and 1009 of the SSRBC. This work shall be completed by an IDOT certified asphalt contractor, in accordance with IDOT and Village public right-of-way specifications. All areas of work shall be properly excavated, prepared, and compacted. All edges that meet graded parkway areas shall be neatly tampered.

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

**HOT-MIX ASPHALT SIDEWALK TRANSITION – 5”,**

which price shall be payment in full for the proper removal and disposal of excavated and surplus materials, sawcutting, the preparation of the area to be paved and the placement of Hot Mix Asphalt.

**SP-40 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
- Elmhurst-Chicago Stone Company, 351 Royce Road, Bolingbrook, IL

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.

**Pollution Prevention Plan**



Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39<sup>th</sup> Street (SW-070)

<b>SITE DESCRIPTION</b>			
<b>Project Name and Location: (Latitude, Longitude, or Address)</b>	Forest Avenue Drainage Improvements from 41 <sup>st</sup> St to 39 <sup>th</sup> St 41° 48' 46"N, 88° 0' 45"W	<b>Owner Name and Address:</b>	Village of Downers Grove Public Works Department 5101 Walnut Ave. Downers Grove, IL 60515
<b>Description: (Purpose and Types of Soil Disturbing Activities)</b>	The proposed improvements are along the following streets: Forest Avenue. The project is located in the Village of Downers Grove, DuPage County, Illinois.		
<p>The following summarizes the improvements as part of the project:</p> <ul style="list-style-type: none"> <li>• Removal of exiting storm pipes, structures, culverts, and other collateral items</li> <li>• Construction of storm sewer system including approximately 1,700 linear feet of 12" storm sewer and storm sewer structures (MHs and CBs) ranging in diameter from 2' to 5'.</li> <li>• Full depth pavement removal and installation of approximately 320 square yards of permeable pavement.</li> <li>• Asphalt surface removal and replacement.</li> <li>• All other collateral work such as road patching, road shoulder, sidewalk, and turf restoration</li> </ul>			
<b>Runoff Coefficient:</b>	0.44 - Residential		
<b>Site Area:</b>	Area of disturbance = 1.57 acres Tributary area to project = 41 acres		
<b>Sequence of Major Activities</b>			
<p>The order of activities will be as follows:</p> <ol style="list-style-type: none"> <li>1. Video Tape Project Limits</li> <li>2. Tree Fence and Traffic Control</li> <li>3. Sediment &amp; Erosion Control</li> <li>4. Exploratory Trenches and utility adjustments</li> <li>5. Demolition and installation of proposed storm sewer</li> <li>6. Install new sidewalk and replace disturbed sidewalk</li> <li>7. Replace disturbed driveway aprons</li> <li>8. Pavement patching up to surface course</li> <li>9. Grading and parkway restoration</li> <li>10. Install surface course</li> </ol>			
<b>Name of Receiving Waters:</b>	East Branch of the DuPage River		

<b>CONTROLS</b>	
	<b>Erosion and Sediment Controls</b>
<b>Stabilization Practices</b>	
<p>Temporary Stabilization: Filter fabric shall be installed under open lid drainage structures to prevent siltation from entering downstream receiving systems. In addition, inlet protectors shall be placed at inlets located in low spots within the project area. Inlet protectors consist of a reinforced sediment bag with a frame that is inserted between the existing/proposed frame and grate.</p> <p>Permanent Stabilization: Disturbed portions of the site where construction has permanently ceased shall be stabilized with permanent sod. The permanent sodding shall conform to the standards set forth in the project specification book.</p>	
<b>Structural Practices</b>	
N/A	
<b>Storm Water Management</b>	
<p>Stormwater drainage will be provided by new storm sewer, extensions and upsizing.</p> <p>Downers Grove is a full waiver community and no detention is required.</p>	
<b>OTHER CONTROLS</b>	
<b>Waste Disposal:</b>	<p>No hazardous or any other kind of waste should be stored onsite. If any waste is found then it is the contractor's responsibility to remove it.</p>
<b>Offsite Vehicle Tracking:</b>	<p>This is an existing residential area. As such, construction vehicles will access the site along existing roads. Roads will be swept when needed.</p>
<b>TIMING OF CONTROL/MEASURES</b>	
<p>All sediment and erosion control measures shall be in place prior to earth disturbance. All other areas will be sodded.</p>	

**CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS**

The storm water pollution prevention plan reflects Downers Grove requirements for storm water management and erosion control requirements as established within the DuPage County Countywide Stormwater and Flood Plain Ordinance.

**MAINTENANCE/INSPECTION PROCEDURES**

**Erosion and Sediment Control Inspection and Maintenance Practices**

These are the inspection and maintenance practices that will be used to maintain sediment and erosion controls:

- All control measures will be inspected at least once each week and following any storm event of 0.5 inches or greater.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.
- Silt fence will be inspected for depth of sediment, tears and to see if the fabric is securely attached to the fence posts.
- Temporary and permanent sodding will be inspected for bare spots, washouts and healthy growth.
- A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector is attached.

**Non-Storm Water Discharges**

It is expected that the following non-storm water discharge will occur from the site during construction periods:

- Water from water line flushing.
- Pavement wash water (where no spills or leaks of toxic materials will have occurred)
- Uncontaminated groundwater (from dewatering excavation)

**Material:**

The materials or substances listed below are expected to be present onsite during construction:

- Concrete
- Reinforced Concrete Pipe
- Tar
- Fertilizers
- Masonry Block
- Ductile Iron Pipe
- Petroleum Based Products

**SPILL PREVENTION**

**Material Management Practices**

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to storm water runoff.

**Good Housekeeping:**

The following good housekeeping practices will be followed onsite during the construction project:

- An effort will be made to store only enough product required to do the job
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure
- Products will be kept in their original containers with the original manufacturer's label
- Substances will not be mixed with one another unless recommended by the manufacturer
- Whenever possible, all of a product will be used up before disposing of the container
- Manufacturers' recommendations for proper use and disposal will be followed
- The site superintendent will inspect daily to ensure proper use and disposal of materials onsite.

**Hazardous Products:**

These practices are used to reduce the risks associated with hazardous materials.

- Products will be kept in original containers unless they are not resealable
- Original labels and material safety data will be retained; they contain important product information
- If surplus product must be disposed of, manufacturers' or local and State recommended methods for proper disposal will be followed.

**SPILL PREVENTION (Continued)**

**Product Specific Practices**

The following product specific practices will be followed onsite:

**Petroleum Products:**

All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers, which are clearly labeled.

**Fertilizers:**

Fertilizers used will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to storm water. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

**Concrete Truck:**

Concrete trucks will not be allowed to wash out or discharge surplus concrete or drum wash water on the site.

**POLLUTION PREVENTION PLAN CERTIFICATION**


I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment for knowing violations.

Signed: 

Date: 7-21-14

**CONTRACTOR'S CERTIFICATION**

I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.


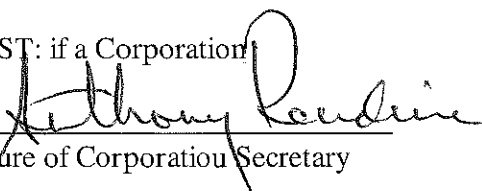
Signature	For	Responsible For
		
Date: <u>7-21-14</u>		
Date: _____		
Date: _____		

**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:**

<u>SWALLOW CONSTRUCTION</u> Company Name	<u>7-2-14</u> Date
<u>4250 LACEY RD</u> Street Address of Company	<u>ANTHONY@SWALLOWCONSTRUCTION.NET</u> E-mail Address
<u>DOWNERS GROVE, IL 60515</u> City, State, Zip	<u>ANTHONY RENDINA</u> Contact Name (Print)
<u>630-512-9900</u> Business Phone	<u>630-417-7883</u> 24-Hour Telephone
<u>630-512-9902</u> Business Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: if a Corporation  Signature of Corporation Secretary	<u>ANTONIO RENDINA, PRESIDENT</u> Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and 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:**

SWALLOW CONSTRUCTION  
Company Name

7-21-14  
Date

4250 LACEY RD  
Street Address of Company

ANTHONY@SWALLOWCONSTRUCTION.COM  
E-mail Address


DOWNERS GROVE IL 60515  
City, State, Zip


ANTHONY RENDINA  
Contact Name (Print)

630-512-9900  
Business Phone

630-417-7883  
24-Hour Telephone

630-512-9902  
Business Fax

  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation  
  
Signature of Corporation Secretary

ANTONIO RENDINA, PRESIDENT  
Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

**ATTEST:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39<sup>th</sup> Street (SW-070)

**SCHEDULE OF PRICES:**

**Demolition & Debris Removal**

#	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
67100100	MOBILIZATION	LSUM	1	50,000	50,000
SP-8	CONSTRUCTION STAKING AND RECORD DRAWINGS	LSUM	1	6,500	6,500
SP-5	PRECONSTRUCTION VIDEOTAPING	LSUM	1	3,500	3,500
SP-7	TREE PROTECTION	FOOT	1,410	4.50	6,345
SP-9	TREE ROOT PRUNING	FOOT	60	3	180
SP-10	TREE PRUNING	EACH	10	10	100
SP-11	STREET SWEEPING AND DUST CONTROL	HOUR	25	105	2,625
SP-6	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	LSUM	1	43,500	43,500
SP-12	STORM SEWER REMOVAL, 8"	FOOT	65	1	65
SP-12	STORM SEWER REMOVAL, 10"	FOOT	55	1	55
SP-12	STORM SEWER REMOVAL, 12"	FOOT	60	1	60
SP-13	CULVERT REMOVAL, 12"	FOOT	40	1	40
SP-14	DRAINAGE STRUCTURES TO BE REMOVED	EACH	15	145	2,175
SP-15	HMA DRIVEWAY REMOVAL AND REPLACEMENT (3")	SQ YD	215	48	10,320
SP-16	P.C.C. SIDEWALK REMOVE AND REPLACE	SQ FT	1,485	12.50	18,562.50
20200100	EARTH EXCAVATION	CUYD	485	37.50	18,187.50
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	20	24	480
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	40	28	1,120
44000100	FULL DEPTH PAVEMENT REMOVAL	SQ YD	1,350	6	8,100

Subtotal 171,915.00

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

Drainage Improvements

#	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
SP-17	SANITARY SERVICE RECONNECTION	EACH	10	525	5,250
SP-18	STORM SEWER, RCP, TYP 1, CL IV, 12"	FOOT	1816	67	121,672
542D0217	PIPE CULVERTS, CLASS D, TYPE 1, 12"	FOOT	35	50	1,750
SP-36	PIPE UNDERDRAIN, 6"	FOOT	460	22	10,120
SP-19	TRENCH BACKFILL	CU YD	1,195	41	48,995
SP-21	EXPLORATORY TRENCH	CU YD	185	5	925
60206905	CATCHBASIN, TYPE C, TYPE 1 FRAME, OL	EACH	1	850	850
60207605	CATCHBASIN, TYPE C, TYPE 8 GRATE	EACH	6	850	5,100
60211100	CATCHBASIN, TYPE C, 3'-DIAMETER, TYPE 8 GRATE	EACH	8	1,150	9,200
60218300	MANHOLE, TYPE A, 4'-DIAMETER, TYPE 1 F&G, OL	EACH	1	1,650	1,650
60218400	MANHOLE, TYPE A, 4'-DIAMETER, TYPE 1 F&G, CL	EACH	9	1,650	14,850
SP-20	CONFLICT MANHOLE, TYPE A, 5'-DIAMETER, TYPE 1 F&G, CL	EACH	1	4,350	4,350
SP-23	ADJUSTING DIP WATERMAIN, 6", CL52	FOOT	25	25	625
SP-24	WATER SERVICE REPLACEMENT	EACH	2	3,650	7,300
SP-25	RESILIENT-SEATED GATE VALVE (6") IN 5'-DIAM. VAULT	EACH	1	500	500
SP-26	STEEL CASING PIPE, 12"	FOOT	20	25	500
SP-27	ADJUSTING SANITARY SERVICE LINES	EACH	2	2,400	4,800
54215547	METAL END SECTION, 12"	EACH	4	165	660
54213657	PRECAST REINFORCED CONCRETE FES, 12"	EACH	1	850	850
SP-22	CONNECT EX STORM SEWER TO PROPOSED DRAINAGE STRUCTURE	EACH	13	650	8,450

Subtotal 248,397.00

Village of Downers Grove – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39<sup>th</sup> Street (SW-070)

**Pavement and Parkway Restoration Improvements**

#	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
40600100	BITUMINOUS MATERIALS, PRIME COAT	GAL.	2198	2.65	5,824.70
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	498	90	44,820
40603080	HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	306	105	32,130
SP-39	HOT-MIX ASPHALT PAVEMENT TRANSITION – 5"	SQ FT	150	9.50	1,425
44000155	HOT-MIX SURFACE REMOVAL, 1.5"	SQ YD	4,577	3.25	14,875.25
SP-37	PERMEABLE PAVERS (ECO-OPTILOC)	SQ YD	320	52.50	16,800
SP-37	PERMEABLE JOINT OPENING AGGREGATE (CRUSHED LIMESTONE)	SQ YD	320	2.50	800
SP-37	PERMEABLE SETTING BED AGGREGATE (CRUSHED LIMESTONE)	SQ YD	320	7.50	2,400
SP-37	PERMEABLE BASE COURSE	SQ YD	320	12	3,840
SP-37	PERMEABLE SUB-BASE	SQ YD	320	16.50	5,280
SP-38	CONCRETE RIBBON	FOOT	420	42	17,640
21001000	GEOTECH FAB F/GR STAB	SQ YD	350	4	1,400
SP-28	TEMPORARY SURFACE OVER TRENCH	SQ YD	955	7	6,685
SP-29	PARKWAY RESTORATION, SALT TOLERANT SOD, SPECIAL	SQ YD	420	15.50	6,510
SP-30	AGGREGATE SHOULDERS, TYPE B	SQ YD	40	35	1,400
SP-34	AMENDED SOIL FURNISH AND PLACE, 12"	SQ YD	320	10.50	3,360
SP-35	PERENNIAL PLANT INSTALLATION	UNIT	32	15.50	496
20400800	FURNISHED EXCAVATION	CU YD	20	50	1,000
SP-31	DETECTABLE WARNINGS	SQ FT	110	28	3,080
SP-32	POROUS GRANULAR EMBANKMENT, SUBGRADE SPECIAL	CU YD	100	43	4,300
SP-40	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	10	50	500

Subtotal 174,565.95

**Total Base #**

**Bid 594,877.95**

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

With regard to <sup>SW-070</sup> FOREST AVE DRAINAGE, Bidder SWALLOW 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 five (5) 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: ANTONIO RENDINA  
Bidder's Authorized Agent

34-3042988

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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



Subscribed and sworn to before me  
this 21<sup>st</sup> day of JULY, 2014  
[Signature]  
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 SUNFLOW CONSTRUCTION, CORP., and the full names of its Officers are as follows:

President: ANTONIO RENDINA

Secretary: ANTONIO RENDINA

Treasurer: ANTONIO RENDINA

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: GREAT MIDWEST INSURANCE CO  
AGENT: COLUMBIAN AGENCY  
Street Address: 1005 W. CARAWAY 70A  
City, State, Zip Code: NEW LENOX, IL 60451  
Telephone Number: 815-485-4100

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: SWALLOW CONSTRUCTION  
Print Name and Title of Authorizing Signature: ANTONIO PENDINGA, PRESIDENT  
Signature:   
Date: 7-21-14



4250 Lacey Road  
Downers Grove, IL 60515

Phone (630) 512-9900  
Fax (630) 512-9902

## REFERENCE LIST

Contact	Project	Telephone
Mr. Nicholas Kottmeyer, P.E., Dupage County Director of Public Works	York Township Water Main Imp., Approx. Value \$2,350,000	630-407-6804
Mark Dachsteiner, P.E., Baxter and Woodman and Associates	Village of South Elgin Well 12 Water System Imp. Approx. Value \$1,133,000	815-459-1260
Mark Dachsteiner, P.E., Baxter and Woodman and Associates	Village of Wood Dale, Deerpath Road Reconstruction Approx. Value \$1,014,000	815-459-1260
Mark Dachsteiner, P.E., Baxter and Woodman and Associates	Village of South Elgin, (2) 2012 and 2013 Street Improvements Approx. Value \$2,364,000 and \$2,000,000	815-459-1260
Brian A. Lovering, P.E., Senior Engineer, Village of Elk Grove Village	Greenleaf Avenue Water Main and Culvert Replacement Approx. Value \$995,000	847-734-8077
Brian A. Lovering, P.E., Senior Engineer, Village of Elk Grove Village	Busse Road Storm Sewer and Water System Interconnect Approx. Value \$364,000	847-734-8077
Mr. Bob Minix, P.E. Village Engineer, Village of Glen Ellyn	2013 Oak-Euclid-Forest-Alley Imp. Approx. Value \$2,588,000	630-547-5514

**MUNICIPAL REFERENCE LIST**

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: \_\_\_\_\_



**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) Geneva Const. Type of Work HMA  
Addr: P.O. Box 998 City Amara State IL Zip 60507

2) Digiola Brothers Type of Work PCC  
Addr: 27 W. 010 St. Charles Rd. City Wheaton State IL Zip 60188

3) C.R. Schmidt Type of Work Brick Pavers  
Addr: 29W030 Mark St. City Wernersville State IL Zip 60555

4) Ra'el Type of Work Landscaping  
Addr: 16800 Blairfield Dr. City Orland Park State IL Zip 60467

5) Level Technology Type of Work Lay out  
Addr: 3922 W. Main St. City Matteson State IL Zip 60050

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**

Project Team

Project Manager: Anthony Rendina

Construction Supervisor: Anthony Rendina

Team Member: Phil Feltz

Team Member: Larry Gibson

Team Member: Bill Feltz

Team Member: James Whylesworth

Team Member: \_\_\_\_\_

Team Member: \_\_\_\_\_



By checking this box, 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: [Signature] (Corporate Seal)

Title: PRESIDENT

Name & Address: SWALLOW CONSTRUCTION 4250 LACRYX  
DOWNERS GROVE, IL

of Contractor SWALLOW CONSTRUCTION

or Vendor \_\_\_\_\_

Subscribed and sworn to before me this 21<sup>st</sup> day of FEBRUARY, 2014

[Signature]  
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: SWALLOW CONSTRUCTION/INC  
ADDRESS: 4250 LALAY RD,  
CITY: DOWNERS GROVE  
STATE: ILL  
ZIP: 60512  
PHONE: 630-512-9900 FAX: 630-512-9902  
TAX ID #(TIN): 363042988

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

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

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

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

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

SIGNATURE: [Signature] DATE: 7-21-14

**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: SawALLOW 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.**

CHICAGO LAND LABORERS  
LOCAL 150 OPERATORS

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: ANTONIO RENDINA, PRESIDENT

Signature: 

Date: 7-21-14

# Printed States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Chicago and Laborers' J.A.T.C.

Carol Stream, Illinois

For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship established by the Secretary of Labor

April 12, 1999  
Date  
REVISED August 13, 2004

11017990001  
Registration No.



L. J. Cha  
Secretary of Labor

Anthony Sager  
Administrator, Apprenticeship Training, year and Labor Services

# United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Operating Engineer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



November 5, 2002  
Date

IL 005780173  
Registration No.

*Shi. Chao*  
Secretary of Labor

*Anthony Savage*  
Administrator, Apprenticeship Training, Employer and Labor Services

**BUY AMERICA CERTIFICATION**

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

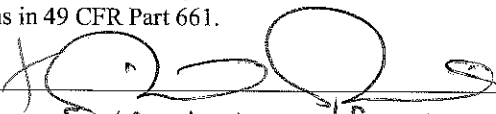
*Instructions:*

*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 \_\_\_\_\_

EVACON CONSTRUCTION

Title \_\_\_\_\_

PRESIDENT

Date \_\_\_\_\_

7-21-14

***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 – Forest Avenue Drainage Improvements from 41<sup>st</sup> Street to 39th Street (SW-070)

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: SWALLOW CONSTRUCTION, INC.

Address: 4250 LACEY RD

City: DOWNERS GROVE, IL Zip Code: 60515

Telephone: (630) 512-9900 Fax Number: (630) 512-9902

E-mail Address: ANTHONY@SWALLOWCONSTRUCTION.NET

Authorized Company Signature: 

Print Signature Name: ANTONIO RENDINA Title of Official: PRESIDENT

Date: 7-21-14



**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.

  
Signature

ANTONIO RENDON  
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.



# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62784

## Affidavit of Availability For the Letting of 72214

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	63507	60-I-22	✓	WA-028		
Contract With	707	PLATE 1 2007	GLEN ELLW	DOWNERS GRV		
Estimated Completion Date	8-31-14	8-31-14	8-31-14	8-31-14		
Total Contract Price	2,578,283	2,094,918	2,716,725	902,247		
Uncompleted Dollar Value if Firm is the Prime Contractor	73,599	0	507,974	492,707	0	Accumulated Totals
Uncompleted Dollar Value if Firm is the Subcontractor	0	610,690	0	0	0	
Total Value of All Work						

### 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.

	1	2	3	4	Awards Pending	Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage <u>SEWER WATER</u>	73,599	610,690	507,974	492,707	0	
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals	73,599	610,690	507,974	492,707	0	

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					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted	0	0	0	0	0
Total Uncompleted	0	0	0	0	0

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

Subscribed and sworn to before me  
 this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Type or Print Name \_\_\_\_\_  
 Officer or Director Title

Notary Public \_\_\_\_\_  
 My commission expires \_\_\_\_\_  
 (Notary Seal)

Signed \_\_\_\_\_  
 Company \_\_\_\_\_  
 Address \_\_\_\_\_

2016



# Illinois Department of Transportation

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

Affidavit of Availability  
For the Letting of 2-23-14

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.

Contract Number	5	6	7	8	Awards Pending	
Contract With	PW-1415-09	PW-1415-07	PW-1415-10	SW-056		
Estimated Completion Date	ELK GROVE	ELK GROVE	ELK GROVE	DOWNERS GROVE		
Total Contract Price	10-31-14	10-31-14	10-31-14	11-1-14		
Uncompleted Dollar Value if Firm is the Prime Contractor	1,102,738	573,383	1,320,888	198,653		Accumulated Totals
Uncompleted Dollar Value if Firm is the Subcontractor	1,102,738	573,383	1,320,888	198,653	X	
	X	X	X	X	X	
Total Value of All Work						

## 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						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage / SEWER / WATER	1,102,738	573,383	1,320,888	198,653	X	
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals	1,102,738	573,383	1,320,888	198,653	X	

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 62784

Affidavit of Availability  
For the Letting of 720-14

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.

	9	10	11	12	Awards Pending	
Contract Number	W03-002					
Contract With	WOODDALE AL					GRAND TOTALS
Estimated Completion Date	10-31-14					
Total Contract Price	2,102,438					Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	2,102,438					6,372,380
Uncompleted Dollar Value if Firm is the Subcontractor	0					619,690
Total Value of All Work						6,983,070

## 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					
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Highway, R.R. and Waterway Structures					
Drainage /SEWER/ WATER	2,102,438				6,983,070
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings (Paint)					
Other Construction (List)					
Totals	2,102,438				6,983,070

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.







July 23, 2014

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

Re: Swallow Construction Corporation – Forest Ave. Drainage Improvements – SW-070

To Whom It May Concern:

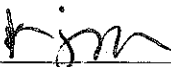
It is our understanding that Swallow Construction Corporation, intends to submit a bid proposal to you for the above referenced project.

As surety for Swallow Construction Corporation, the Merchants Bonding Company, at the request of Swallow Construction Corporation and subject to our normal underwriting considerations, will issue the required bid bond, and if Swallow Construction Corporation is awarded the contract a performance and payment bond will be issued on the forms provided by the owner in the full amount of the contract. It is understood that a surety relationship is strictly a matter between the surety and the principal and we cannot be held responsible to any third parties or to our principal itself if for whatever reason we elect not to execute a bond.

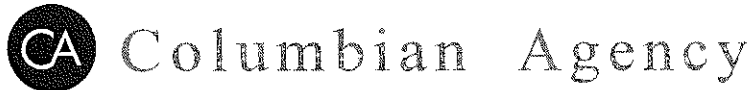
Merchants Bonding Company has a group rating of A/VII according to A.M. Best, is listed in the U.S. Treasury Circular as an approved surety and is licensed to transact surety business in all of the United States

Sincerely,

Merchants Bonding Company

By:  \_\_\_\_\_

Kevin J. Scanlon, Attorney-in-fact



Date: July 21, 2014

Attn: To whom it may concern

From: Kevin J. Scanlon

RE: Swallow Construction Corporation, 4250 Lacey Road, Downers Grove, IL 60515

Please be advised that we will be able to provide insurance as required in the contract documents for the Village of Downers Grove (SW-070, Forest Ave Drainage Improvements) if the job is awarded to the above insured.

Any questions, feel free to contact our office. Thank you!

Kevin J. Scanlon

A handwritten signature in black ink, appearing to read 'K. J. Scanlon'.

KJS/lis



# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Swallow Construction Corporation  
4250 Lacey Road  
Downers Grove, IL 60515

**SURETY:**

*(Name, legal status and principal place of business)*

Merchants Bonding Company  
2100 Fleur Drive  
Des Moines, Iowa 50321-1158

**OWNER:**

*(Name, legal status and address)*

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

**BOND AMOUNT:** \$ ---Five Percent of Accompanying Bid---5% of Bid---

**PROJECT:**

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

Forest Ave. Drainage Improvements  
SW-070

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

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.

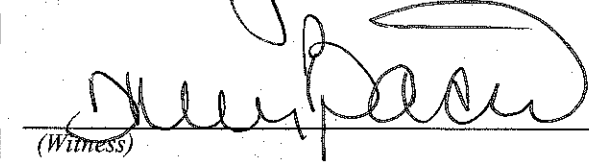
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

Init.

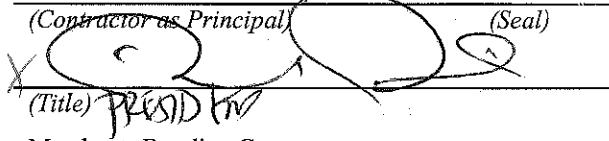
furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of July, 2014

  
(Witness)

  
(Witness)

Swallow Construction Corporation  
(Contractor as Principal) (Seal)

  
(Title) PRESIDENT

Merchants Bonding Company  
(Surety) (Seal)

  
(Title) Kevin J. Scanlon, Attorney-in-fact

STATE OF Illinois

SS.:

COUNTY OF Will

On this 23rd day of July 2014, before me personally appeared Kevin J. Scanlon, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in-fact of Merchants Bonding Company, the corporation described in and which executed and annexed instrument; that he know(s) the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



*Brandie Catlin*

(Notary Public in and for the above County and State)

Bond-3768-A

My commission expires 03/31/2018

Surety  
 Company  
 Acknowledgment

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Rob W. Kegley, Jr., Richard L. McWethy, Kevin J. Scanlon, Robert H. Walker, Gary A. Eaton

of New Lenox and State of Illinois its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TEN MILLION (\$10,000,000.00) DOLLARS**

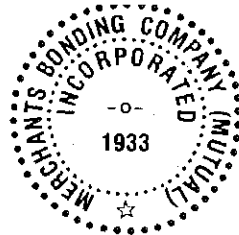
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 23rd day of Sept. , 2011.



MERCHANTS BONDING COMPANY (MUTUAL)

By

*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 23rd day of Sept. , 2011, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Cindy Smyth*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 23rd day of July , 2014.



*William Warner Jr.*

Secretary



# Village of Downers Grove

## Contractor Evaluation

---

Contractor: Swallow Construction

Project: Oakwood Ave Storm Sewer Replacement

Primary Contact: Anthony Rendina Phone: (630) 417-7883

Time Period: June 2012 - August 2012

On Schedule (allowing for uncontrollable circumstances)  Yes  No

Provide details if early or late completion:

Change Orders (attach information if needed): None

Difficulties / Positives:

Interaction with public:

Excellent  Good  Average  Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied  Satisfied  Not Satisfied

Reviewers:

Jim Tock

Date: 04/10/14

# 2014-2018 Capital Project Sheet

Project # **SW-070**

## Project Description **Storm Sewer Replacement, Annual Element**

Project summary, justification and alignment to Strategic Plan

This project accounts for future annual replacement of existing storm sewers, which have reached the end of their useful life. As individual projects are identified, project sheets are created and the amounts herein are reduced accordingly.

Cost Summary	New Maintenance Replacement			FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Years	TOTAL
Professional Services										-
Land Acquisition										-
Infrastructure			X	500,000	1,000,000	1,500,000	1,550,000	1,600,000		<b>6,150,000</b>
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
<b>TOTAL COST</b>				500,000	1,000,000	1,500,000	1,550,000	1,600,000	-	<b>6,150,000</b>

Funding Source(s)										
443-Stormwater Fund	▼		500,000	1,000,000	1,500,000	1,550,000	1,600,000			<b>6,150,000</b>
	▼									-
	▼									-
	▼									-
<b>TOTAL FUNDING SOURCES</b>			500,000	1,000,000	1,500,000	1,550,000	1,600,000		-	<b>6,150,000</b>

Project status and completed work

Ongoing Program.

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

None.

Impact-annual operating expenses	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Impact on the operating budget will be determined after the project is designed.

Map/Pictures of Project



Priority Score

A

Project Manager:

Andy Sikich

Program:

347

Department:

Public Works