

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**8/2/2022**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Award of Contract - Wisconsin Avenue Stormwater Improvements (SW-080)	Andy Sikich Public Works Director

**SYNOPSIS**

A motion is requested to award a contract for the Wisconsin Avenue Drainage Improvement project to John Neri Construction Co., Inc. of Addison, IL in the amount of \$808,173.71, which includes a 5% contingency.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2021-2023 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

Budgeted funds and a grant from DuPage County will cover the cost of this contract. The FY22 budget includes a total of \$515,000 for this contract from the Stormwater Fund and Capital Projects Fund (ARPA Funds). In addition, the Village applied for and will receive a grant from DuPage County in the amount of \$381,094 for the contract as part of its American Rescue Plan Act (ARPA) Municipal Grant Program.

**RECOMMENDATION**

Approval on the August 2, 2022 consent agenda.

**BACKGROUND**

Wisconsin Avenue east of Belmont Avenue drains poorly due to a lack of storm sewer. The existing ditch system does not adequately convey a large tributary area from the south and east, resulting in frequent private property and road flooding. The existing pavement is narrow in certain locations and is also in need of maintenance. This project includes new storm sewer installation and roadway reconstruction.

A new storm sewer will be constructed within the Village's right-of-way and within easements on private property south of Wisconsin Avenue. The new storm sewer system will intercept water flowing from the south side of Wisconsin Avenue, which will be directed across Park District property into St. Joseph Creek. The road will also be reconstructed slightly wider than it is currently and with a new cul-de-sac at the east end to facilitate vehicle turn-around. The project will improve drainage and the pavement condition as well as facilitate future private stormwater cost share projects.

Village staff is partnering with the Downers Grove Park District on this project. The Village and the Park District have a long history of partnering to construct stormwater projects that benefit the Village's residents. The storm sewer outfall for this project will be constructed across Park District property. The project also

includes installation of a bark mulch walking path on Park District property along the route of the new storm sewer from Wisconsin Avenue to St Joseph Creek.

Several trees will need to be removed to facilitate these improvements. The trees are low quality due to species and/or condition. 14 trees within the Village's right-of-way will be removed, 7 trees will be removed within private residential property, and 5 trees within Downers Grove Park District property will be removed. The project will also require the clearing of some brush, saplings, and dead trees. Staff will work with the contractor and the Village Forester to minimize tree removal to the greatest extent possible. Furthermore, although free space along Wisconsin Avenue east of Belmont Road is limited, staff will coordinate the planting of as many new trees as possible in the Village's right-of-way and/or within Park District property to offset the tree removals to the greatest extent practicable.

A call for bids (CFB) was issued and published in accordance with the Village's Purchasing Policy. Three bids were received on July 14, 2022 and a synopsis of the bids is as follows:

<b>Contractor</b>	<b>Total Bid</b>	
<b>John Neri Construction Co., Inc.</b>	<b>\$769,689.25</b>	<b>Low Bid</b>
ALamp Concrete Contactors, Inc.	\$838,327.86	
Mauro Sewer Construction	\$1,199,745.05	

Staff recommends award of the project to John Neri Construction Co., Inc., who has completed various road and underground utility projects for the Village over the past ten years, most recently the 2018 Hitchcock and Warren Stormwater Improvements.

#### **ATTACHMENTS**

Contract Documents  
Contractor Evaluation

VILLAGE OF DOWNERS GROVE  
COUNCIL ACTION SUMMARY

INITIATED: Public Works DATE: August 2, 2022  
(Name)

RECOMMENDATION FROM: \_\_\_\_\_ FILE REF: SW-080  
(Board or Department)

**NATURE OF ACTION:**

**STEPS NEEDED TO IMPLEMENT ACTION:**

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize execution of a contract for the Wisconsin Avenue Drainage Improvement project (SW-080) to John Neri Construction Co., Inc. in the amount of \$769,689.25 plus a 5% contingency in the amount of \$38,484.46 for a total not-to-exceed \$808,173.71



**SUMMARY OF ITEM:**

Adoption of this motion shall authorize execution of a contract for the Wisconsin Avenue Drainage Improvement project (SW-080) to John Neri Construction Co., Inc. in the amount of \$769,689.25 plus a 5% contingency in the amount of \$38,484.46 for a total not-to-exceed \$808,173.71.

**RECORD OF ACTION TAKEN:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)



## CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: JOHN NEKI CONSTRUCTION CO., INC.
- II. Instructions and Specifications:
- A. Bid No.: SW-080-20A
  - B. DemandStar Bid No: CFB-84-0-2022/JPT
  - C. For: WISCONSIN AVENUE DRAINAGE IMPROVEMENTS
  - D. Bid Opening Date/Time: THURSDAY, JULY 14, 2022 @ 10:00AM
  - E. Pre-Bid Conference Date/Time: THURSDAY, JULY 7, 2022 @ 10:00AM (OPTIONAL)
  - F. Pre-Bid Conference Location: 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: THURSDAY, JUNE 30, 2022

This document comprises 79 pages.

RETURN ORIGINAL BID (NO STAPLES) IN SEALED ENVELOPE MARKED WITH THE BID NUMBER AS NOTED ABOVE TO:

KATHERINE ZIRBEL  
 STAFF ENGINEER II  
 VILLAGE OF DOWNERS GROVE  
 5101 WALNUT AVE.  
 DOWNERS GROVE, IL 60515  
 PHONE: 630/434-5488  
 FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

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

**SURETY:**

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

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

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

**OWNER:**

*(Name, legal status and address)*

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

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

**BOND AMOUNT:** 10% Ten Percent of Amount Bid

**PROJECT:**

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

Bid no. SW-080-20A -Wisconsin Avenue Drainage Improvements.

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

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

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

Signed and sealed this 14th day of July, 2022.

*[Handwritten Signature]*  
\_\_\_\_\_  
*(Witness)*

John Neri Construction Co., Inc.  
*(Principal)* \_\_\_\_\_ *(Seal)*  
By: *Nicholas Neri Pres.*  
\_\_\_\_\_  
*(Title)*

*[Handwritten Signature]*  
\_\_\_\_\_  
*(Witness)* Karen E. Bogard

Ohio Farmers Insurance Company  
*(Surety)* \_\_\_\_\_ *(Seal)*  
By: *[Handwritten Signature]*  
\_\_\_\_\_  
*(Title)* William Reidinger, Attorney-in-Fact



General  
Power  
of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **William Reidinger SEVERALLY**

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

Surety Bond No.: **Bid Bond**  
Principal: **John Neri Construction Co., Inc.**  
Obligee: **Village of Downers Grove**

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

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

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

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

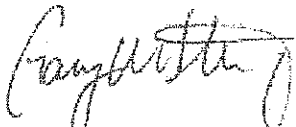
"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of DECEMBER A.D., 2019 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY


By:   
**Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this 17th day of DECEMBER A.D., 2019 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



  
**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 14th day of July A.D., 2022



  
**Frank A. Carrino, Secretary**



**Kyle R. Smith**  
Regional Surety Leader  
100 Illinois St., Suite 242  
St. Charles, IL 60174  
630-443-2418  
KyleRSmith@westfieldgrp.com

July 13, 2022

Katherine Zirbel  
Village of Downers Grove  
5101 Walnut Ave.  
Downers Grove, IL 60515

**Re: John Neri Construction Co., Inc.  
Wisconsin Avenue Drainage Improvements**

Ms. Zirbel / Whom It May Concern:

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

This letter is to advise that we are aware of John Neri Construction Co. Inc.'s desire to bid on the referenced project; and should John Neri Construction Co., Inc. be fortunate enough to be low and awarded the above noted project, Ohio Farmers Insurance Company would be willing to provide the necessary performance and payment bonds on acceptable forms. Naturally, the issuance of any bid or final bonds is subject to normal underwriting review, including acceptable contract terms and bond forms, confirmation of financing, and favorable review of underwriting information at the time of the bond request. This letter is not an assumption of liability, nor is it a performance bond. We have issued it only as a bonding reference requested by our client.

Ohio Farmers Insurance Company carries a Best Rating of A (Excellent) XV, and is also on the Federal Treasury List of approved surety companies.

We do not hesitate in our recommendation of John Neri Construction Co., Inc.'s abilities and professionalism.

Sincerely,

Kyle R. Smith  
Regional Surety Leader  
Attorney in Fact



Chicago Office  
111 North Canal Street  
Suite 550  
Chicago, IL 60606  
assuranceagency.com

---

July 11, 2022

Attn: Katherine Zirbel  
Village of Downers Grove  
5101 Walnut Ave  
Downers Grove, IL 60515

RE: Bid # SW-080-20A

Assurance Agency, Ltd. is the binding agent for John Neri Construction Company. Upon review, their current policies are compliant with the specifications provided by our insured set forth for this job. If additional coverage is required it will be provided, upon request.

We have read the insurance requirements set forth in the contract and attest to all provisions. The Certificate of Insurance and policy binders can be obtained upon award of any future request of services.

If you have any questions regarding the above, please do not hesitate to contact our office.

Sincerely,

Cheryl S. Nolan  
Senior Account Manager  
P) 847-463-7134  
Cheryl.Nolan@MarshMMA.com





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Assurance, a Marsh & McLennan Agency LLC company  
20 N Martingale Road  
Suite 100  
Schaumburg IL 60173

**CONTACT NAME:** Alyssa Skrycki  
**PHONE (A/C, No, Ext):** (847) 463-7840 **FAX (A/C, No):** (847) 440-9127  
**E-MAIL ADDRESS:** Alyssa.Skrycki@marshmma.com

**INSURED**  
John Neri Construction Company, Inc.  
770 Factory Road  
Addison IL 60101

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance	20478
INSURER B : Continental Casualty Co	20443
INSURER C : American Casualty Company of R	20427
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:** 1998799578      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	7018495778	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7018495781	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			7018495800	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	7018495795	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Wisconsin Avenue Drainage Improvements Bid# SW-080-20A

It is agreed that the following is Additional Insured, when required by written contract, on the General Liability and Automobile with respect to operations performed by the Named Insured in connection with this project:  
\* Village of Downers, its officers, officials, employees and volunteers

General Liability and Automobile insurance is Primary and Non-Contributory over any other valid and collectible insurance.

See Attached...

CERTIFICATE HOLDER	CANCELLATION
Village of Downers Grove 5101 Walnut Ave Downers Grove IL 60515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Assurance, a Marsh & McLennan Agency LLC company		NAMED INSURED John Neri Construction Company, Inc. 770 Factory Road Addison IL 60101	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation, General Liability and Automobile policies, when required by written contract and where allowed by law.

30-Day Notice of Cancellation Applies in Favor of the Certificate Holder.

Umbrella follows form.



CNA PARAMOUNT

## Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. in the performance of your ongoing operations subject to such **written contract**; or
- B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
  - 1. the **written contract** requires you to provide the additional insured such coverage; and
  - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: JOHN NERI CONSTRUCTION COMPANY

Policy No: 7018495778

Endorsement No: 5

Effective Date: 04/01/2022

00020007870184957788942




**CNA PARAMOUNT**
**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**
**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA 75079XX (10-16)

Page 2 of 2

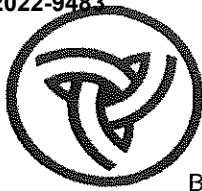
Nat'l Fire Ins Co of Hartford

Insured Name: JOHN NERI CONSTRUCTION COMPANY

Policy No: 7018495778

Endorsement No: 5

Effective Date: 04/01/2022



# Illinois Department of Transportation

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

**Affidavit of Availability**  
 For the Letting of 7/14/2022  
 (Letting date)

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

**Part I. Work Under Contract**

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

	1	2	3	4	Awards Pending	
Contract Number						
Contract With	Des Plaines- Maple	Des Plaines Water Sys. Sep	Westchester	Des Plaines -Lake Opeka		
Estimated Completion Date	10/15/22	10/15/22	10/15/22	11/1/22		
Total Contract Price	\$ 1,111,350.00	\$ 588,911.00	\$ 5,816,097.50	696,550.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$ 1,111,350.00	\$ 588,911.00	\$ 5,816,097.50	696,550.00		\$ 8,212,908.50
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
<b>Total Value of All Work</b>						<b>\$ 8,212,908.50</b>

**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	\$ 51,325.00	\$ 35,000.00	\$ 310,000.00	\$ 75,050.00	\$ -	\$ 471,375.00
Portland Cement Concrete Paving						\$ -
HMA Plant Mix						\$ -
HMA Paving						\$ -
Clean & Seal Cracks/Joints						\$ -
Aggregate Bases & Surfaces			\$ 465,000.00			\$ 465,000.00
Highway,R.R. and Waterway Structures						\$ -
Drainage	\$ 30,000.00	\$ 25,000.00	\$ 750,000.00	\$ 70,000.00	\$ -	\$ 875,000.00
Electrical						\$ -
Cover and Seal Coats						\$ -
Concrete Construction						\$ -
Landscaping		\$ 8,291.00		\$ 15,000.00	\$ -	\$ 23,291.00
Fencing						\$ -
Guardrail						\$ -
Painting						\$ -
Signing						\$ -
Cold Milling, Planning & Rotomilling						\$ -
Demolition	\$ 70,000.00					\$ 70,000.00
Pavement Markings (Paint)						\$ -
Lift Stations				\$ 495,000.00	\$ -	\$ 495,000.00
Sanitary Sewers			\$ 375,000.00			\$ 375,000.00
Watermains	\$ 750,000.00	\$ 455,000.00	\$ 2,715,965.00			\$ 3,920,965.00
<b>Totals</b>	<b>\$ 901,325.00</b>	<b>\$ 523,291.00</b>	<b>\$ 4,615,965.00</b>	<b>\$ 655,050.00</b>	<b>\$ -</b>	<b>\$ 6,695,631.00</b>

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	Homstead Electric	Traffic Contol & Prot	Haeger Engineering	Homstead Electric	
Type of Work	electrical work	Traffic Contol	layout	electical work	
Subcontract Price	84,775.00	22335.00	\$43,000.00	41,500.00	
Amount Uncompleted	84,775.00	22335.00	\$43,000.00	41,500.00	
Subcontractor	Wunderlich Malec	Orange Crush	Maintenance Coatings		
Type of Work	elec control panels	misc bituminous pav	pavemnt marking		
Subcontract Price	106,750.00	\$ 43,285.00	\$6,527.50		
Amount Uncompleted	106,750.00	\$ 43,285.00	\$6,527.50		
Subcontractor	Schubert and Son		DiNatale Const		
Type of Work	cast in place concrete		concrete		
Subcontract Price	\$26,500.00		\$552,100.00		
Amount Uncompleted	\$26,500.00		\$552,100.00		
Subcontractor			Builders Paving		
Type of Work			bituminous		
Subcontract Price			\$482,000.00		
Amount Uncompleted			\$482,000.00		
Subcontractor			Schollmeyer Land		
Type of Work			landscapig		
Subcontract Price			\$80,050.00		
Amount Uncompleted			\$80,050.00		
Subcontractor			Steve Piper		
Type of Work			tree removal		
Subcontract Price			\$25,955.00		
Amount Uncompleted			\$25,955.00		
Subcontractor			Highway Tech		
Type of Work			traffic control		
Subcontract Price			\$10,500.00		
Amount Uncompleted			\$10,500.00		
<b>Total Uncompleted</b>	<b>\$218,025.00</b>	<b>\$65,620.00</b>	<b>\$1,200,132.50</b>	<b>\$41,500.00</b>	<b>0.00</b>

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

Subscribed and sworn to before me

this 14<sup>th</sup> day of July, 2022.

Maria Failla  
Notary Public

My commission expires: 02/02/2026

(Notary Seal)



Type or Print Name NICHOLAS NERI PRESIDENT  
Officer of Director Title  
 Signed Nicholas Neri  
 Company JOHN NERI CONST. CO., INC.  
 Address 770 N. FACTORY ROAD  
ADDISON, IL 60101



# Illinois Department of Transportation

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

Affidavit of Availability  
For the Letting of 7/14/2022  
(Letting date)

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

**Part I. Work Under Contract**

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

	1	2	3	4	Awards Pending	
Contract Number						
Contract With	Des Plaines - 2022 CIP MFT	Arlington Heights	Palatine			
Estimated Completion Date						
Total Contract Price	4,120,230.50	6,521,255.50	1,155,092.50			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	4,120,230.50	6,222,520.21	1,115,092.50			\$ 19,670,751.71
Uncompleted Dollar Value if Firm is the Subcontractor						\$ -
<b>Total Value of All Work</b>						<b>\$ 19,670,751.71</b>

**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	\$ 350,000.00	\$ 738,445.71	\$ 15,000.00		\$ 1,574,820.71
Portland Cement Concrete Paving					\$ -
HMA Plant Mix					\$ -
HMA Paving					\$ -
Clean & Seal Cracks/Joints					\$ -
Aggregate Bases & Surfaces		\$ 350,000.00			\$ 815,000.00
Highway,R.R. and Waterway Structures					\$ -
Drainage	\$ 395,000.00	\$ 2,350,000.00	\$ 97,000.00		\$ 3,717,000.00
Electrical					\$ -
Cover and Seal Coats					\$ -
Concrete Construction					\$ -
Landscaping					\$ 23,291.00
Fencing					\$ -
Guardrail					\$ -
Painting					\$ -
Signing					\$ -
Cold Milling, Planning & Rotomilling					\$ -
Demolition					\$ 70,000.00
Lift Stations					\$ -
Other Construction (List)Storm Sewer					\$ 495,000.00
Water Mains	\$ 1,855,917.93	\$ 950,000.00	\$ 833,114.00		\$ 4,014,031.93
Sanitary Sewers	\$ 90,000.00	\$ 350,000.00	\$ 18,000.00		\$ 4,378,965.00
<b>Totals</b>	<b>\$ 2,690,917.93</b>	<b>\$ 4,738,445.71</b>	<b>\$ 963,114.00</b>	<b>\$ -</b>	<b>\$ 15,088,108.64</b>

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	Arrow Road	Arrow Road	TCP		
Type of Work	bit paving	bit paving	traffic control		
Subcontract Price	\$735,405.05	\$1,069,550.50	6,000.00		
Amount Uncompleted	\$735,405.05	\$1,069,550.50	6,000.00		
Subcontractor	DiNatale	DuraBilt	SRN Testing		
Type of Work	concrete	temp fence	testing		
Subcontract Price	\$513,980.50	\$49,725.00	3,600.00		
Amount Uncompleted	\$513,980.50	\$49,725.00	3,600.00		
Subcontractor	Haeger Eng	Highway Tech	Steve Piper		
Type of Work	layout	traffic control	tree removal		
Subcontract Price	19,400.00	\$58,599.00	1,500.00		
Amount Uncompleted	19,400.00	\$58,599.00	1,500.00		
Subcontractor	TCP	Lamp & Son	Orange Crush		
Type of Work	traffic control	concrete	bit Paving		
Subcontract Price	34,005.00	\$161,720.00	140,878.50		
Amount Uncompleted	34,005.00	\$161,720.00	140,878.50		
Subcontractor	Reliable Landsc	Schollmeyer Land			
Type of Work	landscaping	landscaping			
Subcontract Price	91,885.00	\$96,350.00			
Amount Uncompleted	91,885.00	\$96,350.00			
Subcontractor	Steve Piper	Steve Piper & Son			
Type of Work	tree removal	tree removal			
Subcontract Price	14,670.00	\$30,730.00			
Amount Uncompleted	14,670.00	\$30,730.00			
Subcontractor	Marking Specialist	Mackie Consult			
Type of Work	pavemnt mark	layout			
Subcontract Price	\$19,967.02	\$17,400.00			
Amount Uncompleted	\$19,967.02	\$17,400.00			
Total Uncompleted	\$1,429,312.57	\$1,484,074.50	151,978.50	0.00	0.00

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

Subscribed and sworn to before me

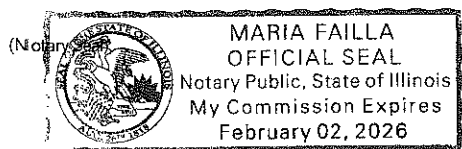
this 14<sup>TH</sup> day of JULY, 2022.

Maria Failla  
Notary Public

Type or Print Name NICHOLAS NERI PRESIDENT  
Officer or Director Title

Signed Nicholas Neri

My commission expires: 02/02/2026



Company JOHN NERI CONSTRUCTION CO., INC.  
Address 770 N. FACTORY ROAD  
ADDISON, IL 60101



Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**CALL FOR BIDS – FIXED WORKS PROJECT**

Bid No.: PROJECT #SW-080-20A

The VILLAGE OF DOWNERS GROVE will receive bids Monday through 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.**

**PLEASE DO NOT BIND ANY PORTION OF THE BID WITH STAPLES.**

**ALL PAGES OF THE BID MUST BE SUBMITTED SINGLE-SIDED.**

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**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 the time and date set forth on the cover page of this Call for Bids.
  - 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: Katherine Zirbel, 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

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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

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

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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 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 "Mandatory" 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

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

in Section 2.5 above.

- 3.3 No Contract Documents will be issued after a mandatory 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. Please do not bind any portion of the bid with staples.

- 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 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 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.

**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

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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 Failure on the part of the successful Bidder to provide the Village a construction schedule for approval within ten (10) calendar days from the date of receipt of the Notice of Award from the Village, and, if required, provide a modified construction schedule as requested by the Village within an additional five (5) calendar days, may be considered as just cause for the revocation of the award. In such case, 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.
- 12.3 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.
- 12.4 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 that guarantees 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**

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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.



Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

## **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 Sundays or legal holidays. The Contractor shall do no work on Saturdays, unless otherwise approved in writing by the Village. If approved by the Village, allowed work hours on Saturdays shall be between the hours of 8:00 a.m. and 3:00 p.m. 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, which shall be deducted from the value of work completed.

### **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 INCLUDED IN THE TOTAL COST, 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:

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

- 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, 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. 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,

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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, the last four digits of the worker's social security number, gender, race, ethnicity, veteran's status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor (IDOL) 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 IDOL no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Filing false records is a Class A misdemeanor.
- 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 that guarantees 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

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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 – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

- 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

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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



## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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 and pursuant to section 30.4 of this Call For Bid, the Contractor shall provide an IDOL certification and case number to the Village 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, Public Works, 5101 Walnut Ave., 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).

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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.

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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 AND VENUE**

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 does 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.

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**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, Seventh Edition, 2014 (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, 2022; along with Supplemental Specifications and Recurring Special Provisions as adopted by the Illinois Department of Transportation; and
  - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised January 2017.
  - 1.1.4 Standard Detail Drawings, Village of Downers Grove, Illinois revised January, 2019.
- 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 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby ineffective and not a part of this Contract.

**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 assign a superintendent for the work per Sections 105.06 and 108.06 of the SSRBC and as amended herein. The Contractor's superintendent shall be involved in the work to the extent necessary to prosecute the work per the Contract. Furthermore, the superintendent shall be required to attend weekly progress meetings, provide two-week schedules of expected construction activities, provide updated overall construction schedules and, if required by the Engineer, acknowledge and sign IDOT Form BC-239 Weekly Report of Resident. The Contractor shall not replace the superintendent without prior written notification to the Village.

**3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC**

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

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

- 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and/or regulations of the Occupation Safety and Health Administration (OSHA) and Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.
- 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
- 3.1.1.4 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:

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

- 4.1.1 The Contractor shall schedule his work such that all improvements shall be complete by **November 4, 2022**. 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 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 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. In addition, the Contractor shall be liable for additional costs incurred by the Village due to the delay for construction engineering services, which shall be deducted from the value of work completed.
- 4.1.4 Upon substantial completion of the project, the Engineer will deliver to the Contractor a punch list as well as a due date for completion of the punch list. If the Contractor fails to complete the punch list by the stated punch list completion date, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.
- 4.1.5 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.
- 4.1.6 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

## **5. MEASUREMENT AND PAYMENT**

- 5.1 Section 109 of the SSRBC shall govern measurement and payment, with the following additions:
  - 5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)
  - 5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project and certified payroll records, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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.

- 5.1.3 For each progress payment made to the Contractor prior to acceptance of the Work by the Village, the Village shall have the right to retain ten percent (10%) of the amount due to the Contractor for each such payment. The Village may, in its sole discretion, reduce the amount to be retained at any time.

Typically, upon completion of 50% of the work, as determined by the Engineer, retainage may be reduced to 5%. Upon substantial completion, as determined by the Engineer, retainage may be reduced to 2%. Additionally, the Village has the right to withhold an amount of money equivalent to complete unfinished work and/or work that may need to be redone.

## 6. SCOPE OF WORK

- 6.1 In addition to the Special Provisions in the Detailed Specifications Section below, Section 104 of the SSRBC shall govern scope of work, with the following revisions:

- 6.1.1 Modify Article 104.02 as follows:

### **104.02 Alterations, Cancellations, Extensions, Deductions, and Extra Work.**

The Department reserves the right to make, in writing, at any time during work, changes in quantities, alterations in work, and the performance of extra work to satisfactorily complete the project. Such changes in quantities, alterations, and extra work shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If alterations or changes in quantities do not significantly change the character of the work to be performed under contract, the altered work will be paid for as provided elsewhere in the contract. The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction ~~or when a major item, defined as an item whose total original contract cost plus any additions exceeds ten percent of the total original contract amount, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.~~

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Engineer before work is started. Such authorizations shall set up the items of work

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

involved and the method of payment for each item. The Contractor shall accept payment for alterations which result in an increase or decrease in the quantities of work to be performed according to the following.

(a) All increases in work of the type which appear in the contract as pay items accompanied by unit prices will, except as provided under paragraph (d) herein, be paid for at the contract unit prices. Decreases in quantities included in the contract will be deducted from the contract at the unit bid prices. No allowance will be made for delays or anticipated profits.

(b) Major items of work for which the quantities are increased by not more than 125 percent or reduced to not less than 75 percent of the original contract quantities OR DECREASED will be paid for as specified in paragraph (a) above. ~~Any adjustments for increased quantities for major items of work increased more than 125 percent shall only apply to that portion in excess of 125 percent of original contract quantities. Any adjustments made for major items of work which are decreased to less than 75 percent of the original contract quantities shall apply to the actual amount of work performed.~~

(c) Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for according to Article 109.04.

(d) Extra work for which there is a pay item at unit price in the contract which for any one or more of the following reasons materially increases or decreases the cost of the pay item as bid and which is not included in the prices bid for other items in the contract will be paid for according to Article 109.04. This includes:

- (1) Work involving a substantial change of location.
- (2) Work which differs in design.
- (3) Work requiring a change in the type of construction.

(e) In cases where the Department cancels or alters any portion of the contract items, items which are partially completed will be paid for as specified in Article 109.06.

Claims for extra work which have not been authorized in writing by the Engineer will be rejected.



Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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

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

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

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

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

The Wisconsin Avenue Drainage Improvements Project shall generally consist of the following:

1. Installation of soil erosion and sediment control practices, as called out on the plans.
2. Full depth pavement removal.
3. Sidewalk, and driveway removal as called out on plans.
4. Construction of a new proposed storm sewer system along Wisconsin Avenue along with driveway culvert replacement and cross road culvert replacement.
5. Re-shaping the ditches on the north and south side of the road, where specified on the plans.
6. Installation of new full depth pavement, driveway aprons, grind and overlay.
7. All other collateral work such as erosion control maintenance

##### **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.

No more than three hundred linear feet (300 LF) of pavement may be open-cut and closed to use by the motoring public. Access to **all** individual drives within the current work zone must be restored at the end of each workday except when access is subject to placement of and curing of concrete pavement, sidewalk and/or curb and gutter. In such case, the Contractor shall provide the Engineer a daily schedule of construction activities impacting access.

The Contractor shall maintain traffic flow on ALL STREETS during the day in accordance with the applicable special provision, unless stated otherwise by a Village-approved traffic control plan. Adequate signing and flagging is of particular importance for safe travel of all residents.

##### **Protection of Work**

The Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Cleaning Up

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

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

**SP-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; full depth pavement removal and construction, driveway pavement and sidewalk removal and construction, storm sewer installation, installation and maintenance of erosion control measures, restoration, and grading and shaping ditches. 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 superintendent (can be the same person) on the Certification of Qualifications form. Bidder must also provide qualifications of the project manager and full-time onsite superintendent. 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 ACCESS AND WATER SHUT-OFF NOTIFICATION**

**Description of Work:** If access to a driveway will be blocked, or water will be turned off, the Contractor shall give that resident or business proper written notification at least 24 hours in advance. The Contractor must provide them the opportunity to remove their cars from the drive or make other arrangements, and prepare for any shutdown of the water system. Samples of written notices shall be submitted to the Engineer for approval.

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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

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

**SP-5 STATUS OF UTILITIES**

Effective: 4/8/2022

Revised:

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information regarding their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

Utilities to be adjusted

Conflicts noted below have been identified. The owner of the utility has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The owner of the utility must relocate, or complete new installations as noted below; this work has been deemed necessary for the Village's Contractor to complete the improvements.

Location	Type	Description	Owner	Duration of Time	Agency Responsible for Resolution
Sta 5+91; Offset LT 23.8	Power pole	Overhead utility	COMED	6 months	COMED

Utilities to be watched and protected

The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some cases, the Contractor will be responsible to notify the utility owner in advance of the work to take place so necessary staffing on the utility owner's part can be secured.

Stage / Location	Type	Description	Owner
Entire Project	Sanitary Services	Possible Conflict/Adjustments	Downers Grove Sanitary District
Entire Project	Water Main Services	Possible Conflict/Adjustments	Village of Downers Grove, Public Works

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

Entire Project	Gas	Possible Conflict/Adjustments	Nicor Gas
Sta 2+37; Offset LT 27 Sta 4+67; Offset LT 24	Power Poles	Possible Conflict/Adjustments	COMED

The following contact information is what was used during the preparation of the plans as provided by the owner of the utility.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
AT&T Technology Operation, Construction & Engineering	Janet C. Ahern Anthony Sandoval	630-573-6414 630-267-3924	<a href="mailto:ja1763@att.com">ja1763@att.com</a> <a href="mailto:as6835@att.com">as6835@att.com</a>
COMCAST	MARTHA GIERAS	224-229-5862	<a href="mailto:MARTHA_GIERAS@COMCAST.COM">MARTHA_GIERAS@COMCAST.COM</a>
USIC Locating Services	Quinanda Candler	773-869-2418	<a href="mailto:QuinandaCandler@usicllc.com">QuinandaCandler@usicllc.com</a>
Downers Grove Sanitary District	Keith Shaffner	630-969-0664	<a href="mailto:kshaffner@dgsd.org">kshaffner@dgsd.org</a>
ComEd-Chicago North	Emily Craven	312-718-8391	<a href="mailto:Emily.Craven@exceloncorp.com">Emily.Craven@exceloncorp.com</a>
Nicor Gas <b>ENG#SC20434</b>	Sakibul Forah	630-388-2903	<a href="mailto:sforah@southernco.com">sforah@southernco.com</a>

The above represents the best information available to the Village and is included for the convenience of the Contractor. The Contractor is responsible for contacting J.U.L.I.E. prior to all excavation work. The Contractor is also responsible for investigating/verifying any and all potential conflicts with existing utilities per special provision for EXPLORATORY TRENCH, SPECIAL.

#### **SP-6 EXPLORATORY TRENCH, SPECIAL**

**Description of Work.** This item shall consist of excavating an area for the purpose of locating existing utilities within the construction limits of the proposed improvements. The Contractor shall perform exploratory trenching for all existing utilities potentially in conflict with the proposed improvements. The Contractor shall proactively perform exploratory trenching in a timely fashion to help mitigate delays, if any, caused by conflicts with existing utilities. The Contractor shall also perform exploratory trenching as directed by the Engineer. It shall be the responsibility of the Contractor to immediately inform the Engineer of any conflicts with existing utilities in conflict with the proposed improvements. 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 within 2' of 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

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

satisfaction of the Engineer. Any excess material shall be disposed of in accordance with Article 202.03 of the IDOT Standard Specifications.

Exploratory trenching will be measured in its original position and the volume calculated in cubic yards based upon the dimensions of the excavation. Trench Backfill will not be measured for payment and shall be included in the unit price of EXPLORATORY TRENCH, SPECIAL.

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

#### **SP-7 PRECONSTRUCTION VIDEOTAPING**

**Description of Work.** 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 on a flash drive. 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-8 CONSTRUCTION STAKING AND RECORD DRAWINGS**

**Description of Work.** 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

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS**

This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 and Section 701 of the Standard Specifications and included Highway Standards. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices and as indicated on the Traffic Control Plan. No waiving of these requirements will be allowed without prior written approval of the Engineer.

Below are IDOT traffic control standards to be used during construction:

- Standard 701006-05
- Standard 701011-04
- Standard 701101-05
- Standard 701301-04

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

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

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

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

In the event that 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

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

route and shall issue written authorization prior to closure. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.

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

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

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

In the event public sidewalk must be closed, the Contractor shall provide SIDEWALK CLOSED AHEAD signs adjacent to the closure and at the nearest intersections to the closure. If the closure occurs an intersection, the Contractor shall provide SIDEWALK CLOSED USE OTHER SIDE signs at the corner(s) opposite the closed sidewalk.

Access to all properties shall remain open at all times unless work is taking place in the immediate vicinity, requiring that access be restricted on a temporary basis. Full access must be restored immediately upon the completion of any work blocking said access, and full access must be restored to all properties over weekends and legal holidays unless approved by the Engineer. Special consideration to hours and location of work near school shall be made to allow for full and safe access during normal student arrival and departure schedules. The Contractor is responsible for all traffic control and this item is incidental to the cost of the overall contract work.

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

**DEFICIENCY CHARGE:**

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

Failure to comply with the Contract or as directed by the Engineer as it relates to corrections or modifications to the traffic control and protection will result in a deduction of either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater, in accordance with Article 105.03. This charge is

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

separate from the cost of any corrective work ordered. The Contractor shall not be relieved of any contractual responsibilities by the Village's actions.

**Basis of Payment:** This work shall be paid for at the contract **Lump Sum** price for **TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS**, which price shall be payment in full for the installation and maintenance of proper traffic control to protect the work and public for the duration of the Project.

#### **SP-10 STREET SWEEPING AND DUST CONTROL**

**Description of Work.** 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-11 ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE**

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 Materials 125 N Independence Boulevard, Romeoville, IL 60446
- Bluff City Materials, 1245 Gifford Rd, Elgin, IL 60120
- Vulcan Materials, 5500 Joliet Rd, McCook, IL 60525 (concrete only)



## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

disposal with the IEPA. This work shall be paid for as specified below. If a truck-load is rejected by a CCDD facility after leaving the project site, and said truck-load is not identified in the on-site screening log, the Contractor shall still be required to properly dispose of the material and provide the Village with the necessary documentation, but shall not be additionally compensated as specified below.

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

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

#### **SP-12 MOBILIZATION**

**Description of Work.** This work shall be in accordance with applicable portions of Section 671 of the Standard Specifications for Road and Bridge Construction, except as modified herein and in the plans. This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site for the establishment of temporary facilities necessary for work on the project and for all other work or operations which must be performed or costs incurred when beginning work on the project.

**Method of Measurement.** This item of work shall not be measured. It is a **LUMP SUM** item.

**Basis of Payment.** This work will be paid for at the contract lump sum price for MOBILIZATION and per Section 671.02 of the Standard Specifications for Road and Bridge Construction.

#### **SP-13 TREE ROOT PRUNING**

**Description of Work.** 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 ten inches (10") 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. A nominal quantity has been added to establish a contractor unit price.

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**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-14 TREE REMOVAL 6 TO 15 UNITS DIA. INCHES OR TREE REMOVAL OVER 15 UNITS DIA. INCHES**

**Description of Work.** Tree Removal shall consist of the cutting, grubbing, removal and disposal of all trees and stumps as hereinafter defined.

A tree shall be defined as a woody, perennial plant having a single main stem or trunk, the diameter of which is six (6) inches or more at a point 4-1/2 feet (diameter breast height) above the highest ground level at the tree. Trees having a diameter less than six (6) inches will be considered as shrubs. A tree stump with a diameter at cut off of six (6) inches or more will be considered as a tree for purposes of measurement and removal. All trees, stumps, shrubs and bushes designated for removal shall be removed to a depth of not less than 12 inches below the elevation of the sub-grade, the finished earth surface of the ground line.

Trees to be removed as a payment item will be measured per inch of diameter. The diameter will be measured at a point 4-1/2 feet (DBH) above the highest ground level at the tree. The accumulated total inches of diameter will be the pay quantity.

**Basis of Payment.** Tree removal will be paid for at the contract unit prices per **UNIT** diameter for **TREE REMOVAL 6 TO 15 UNITS DIA. INCHES, or TREE REMOVAL OVER 15 UNITS DIA. INCHES.**

**SP-15 TREE PROTECTION**

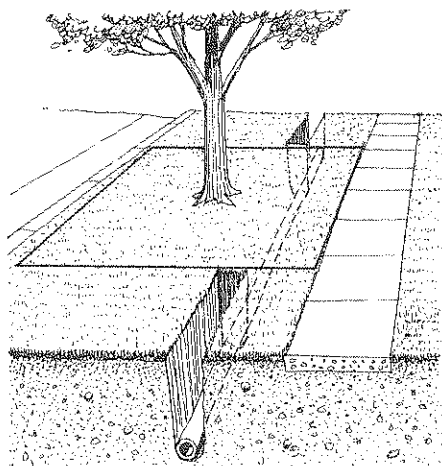
Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. The Village Forester shall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

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

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

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

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)



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

For projects that involve excavations of two (2) or more feet in depth in the parkway or street or both, fencing of the public parkway trees shall be required. Example projects include, but are not limited to, watermain replacements with new roadway keystops and domestic service box installations, sanitary line replacements and new service connections, new or replacement natural gas services, new or replacement phone or fiber optic lines, or new or replacement storm sewers, or projects that widen roads which in turn decreases the parkway soil volume around public parkway trees.

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

In cases when severing of roots within a portion of the CRZ may be unavoidable (ex. sidewalk installation, curb replacement, water or sanitary service replacement), subject to the approval of the Village Forester, sharp clean cuts shall be made on root ends to promote wound closure and root regeneration. Root pruning

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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-16 CLEARING AND GRUBBING:**

**Description of Work.** This work shall be performed in accordance with the applicable portions of Section 201 of the Standard Specifications for Road and Bridge Construction, except as modified herein or in the plans. Clearing shall consist of the removal and disposal of all obstructions to the project, including natural vegetation inclusive of shrubs, stumps and trees less than 6 inches in diameter and all non-natural obstructions to the work such as fences, walls, foundations, accumulations of rubbish of whatever nature and other existing structures, the removal of which is not otherwise provided for in Section 501 of the Standard Specifications for Road and Bridge Construction. The clearing of all logs, shrubs, bushes, trees, saplings, grass, weeds, other vegetation, and stumps from trees less than 6 inches in diameter are also included in this work.

Clearing shall be limited to the construction limit area shown on the plans or as directed by the ENGINEER. Any damage to areas outside of the construction limits shall be repaired/replaced by the CONTRACTOR to the ENGINEER'S satisfaction at the CONTRACTOR'S expense.

**Method of Measurement.** This item shall be measured in place in acres.

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**Basis of Payment.** This work will be measured and paid for at the contract unit price per **ACRE** for **CLEARING AND GRUBBING**, which price shall include all labor, materials, and equipment necessary to complete the work as specified on the plans and described herein.

**SP-17 GRADING AND SHAPING DITCHES**

**Description of Work.** This item shall consist of the excavation and shaping of existing or proposed ditch lines as shown on the plans or directed by the engineer. The ditches will be 1-2 feet deep depending on elevations of adjacent structures and culverts. All ditches will be completed to allow for positive drainage to proposed structures and culverts. All excavation, shaping and disposal of excavated material will be included. Parkway restoration will be paid for separately under the appropriate bid item.

**Basis of Payment.** This work will be paid for at the contract unit price per **FOOT** for **GRADING AND SHAPING DITCHES**, which price shall include all the labor, material, and equipment necessary for the work described herein.

**SP-18 POROUS GRANULAR EMBANKMENT, SUB-GRADE**

**Description of Work.** This work shall consist of placing and compacting porous granular material installed on geotextile fabric to the lines and grades shown on the plans or as directed by the Engineer in accordance with the applicable portions of Section 207 of the IDOT Standard Specifications. The material shall be used as a bridging layer over soft, unstable or loose soil areas and for placement under water.

The geotextile fabric shall be in accordance with the specifications contained in Article 1080.02 of the IDOT Standard Specifications. The PGE material shall conform to Article 1004.05 of the IDOT Standard Specifications except the gradation shall be as follows:

1. Crushed Stone, Crushed Blast Furnace Slag, and Crushed Concrete

Sieve Size	Percent Passing
*6"	97 ± 03
*4"	90 ± 10
2"	45 ± 25
#200	5 ± 5

2. Gravel, Crushed Gravel and Pit Run Gravel

Sieve Size	Percent Passing
*6"	97 ± 03
*4"	90 ± 10
2"	45 ± 25
#4	30 ± 20
#200	5 ± 5

\*For undercut greater than eighteen inches (18"), the percent passing the 6" sieve may be 90 ± 10, and the

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

4" sieve requirements eliminated.

The porous granular material shall be placed in one lift when the total thickness to be placed is 6" or less or as directed by the Engineer. Each lift of the porous granular material shall be rolled with a vibratory roller meeting the requirements of Article 1101.01 of the IDOT Standard Specifications to obtain the desired keying or interlock and compaction. The Engineer shall verify that adequate keying has been obtained.

A 3" nominal thickness top lift of capping aggregate having a gradation of CA-6 will be required when Sub-base Granular Material is not specified in the contract and Porous Granular Embankment, Sub-Grade will be used under the pavement and shoulders. Capping aggregate will not be required when embankment meeting the requirements of Section 207 of the Standard Specifications or granular sub-base is placed on top of the porous granular material.

Unnecessary construction equipment for the completion of the replacement material will not be allowed on the undercut areas until compaction of the recommended thickness of the porous granular sub-grade.

Full-depth sub-grade undercut should occur at limits determined by the Engineer. A transition slope to the full depth of undercut shall be made outside of the undercut limits at a taper of 1 foot longitudinal per 1 inch depth below the proposed sub-grade or bottom of the proposed aggregate sub-grade when included in the contract.

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

**Basis of Payment.** This work will be paid for at the contract unit price per **CUBIC YARD** for **POROUS GRANULAR EMBANKMENT, SUB-GRADE**, which price shall include all equipment, labor and materials required to complete this work as specified, including geotextile fabric and capping aggregate.

PGE 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.

#### **SP-19 DETECTABLE WARNINGS**

**Description of Work.** 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.

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**SP-20 PORTLAND CEMENT CONCRETE SIDEWALK REMOVE AND REPLACE or PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, NEW**

**Description of Work.** 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).
- c) 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;
- d) 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



Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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 **SIDEWALK REMOVAL** or **PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH**, which price shall be payment in full for the work as specified herein.

#### **SP-21 FENCE SALVAGE AND REINSTALLATION**

**Description of Work.** This work shall be in accordance with all applicable portions of Section 664 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

The existing fence shall be removed and the length of fence removed shall not extend beyond the nearest logical post which still provides enough room to complete the required improvements. All fencing and posts which are removed shall be salvaged and reset upon completion of the project.

Materials to be salvaged for reuse shall be carefully removed in transportable sections and stockpiled near the site at a location designated by ENGINEER. If the material for reuse is unfit, through no fault of the CONTRACTOR, the material shall be disposed of according to Article 202.03 of the Standard Specifications for Road and Bridge Construction and replaced with the same kind of fence as approved by the ENGINEER at a cost per lineal foot under FENCE REMOVAL AND REINSTALLATION. Any of the material deemed salvageable to be reused which has been damaged by the CONTRACTOR shall be replaced at his/her expense with new material of the same kind.

**Method of Measurement.** This item shall be measured in place in lineal feet.

**Basis of Payment.** This work shall be paid for at the contract unit price per **FOOT** for **FENCE REMOVAL AND REINSTALLATION**, the price shall include all labor, materials, and equipment necessary to remove, store and reset the fence and any other items required to complete the work as specified on the plans and described herein.

#### **SP-22 FENCE REMOVAL AND NEW FENCE INSTALLATION**

**Description of Work.** This work shall be in accordance with all applicable portions of Section 664 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

The existing fence shall be removed. All fencing and posts which are removed shall be disposed of according to Article 202.03 of the Standard Specifications for Road and Bridge Construction. The replacement fence shall be a 2-rail wooden split rail fence. The CONTRACTOR shall coordinate with the ENGINEER on the style, material and height of the replacement fence.

**Method of Measurement.** This item shall be measured in place in lineal feet.

**Basis of Payment.** This work shall be paid for at the contract unit price in **LINEAL FEET** for:

**FENCE REMOVAL AND NEW FENCE INSTALLATION**

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

The price shall include all labor, materials, and equipment necessary to remove, store and reset the fence and any other items required to complete the work as specified on the plans and described herein.

#### **SP-23 PLUG EXISTING STORM SEWER**

**Description of Work.** This work shall consist of providing a plug when applicable in the existing pipe to be removed as specified on the plans and then filling the pipe with CLSM to be paid for separately.

**Method of Measurement.** This work will be measured for payment in place per each plug.

**Basis of Payment.** Work shall be paid for at the contract unit price per **EACH** for **PLUG EXISTING STORM SEWER**, which price shall include all labor, equipment, materials and incidentals necessary to complete the work as described above.

#### **SP-24 CONNECT TO EXISTING STRUCTURE**

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

**Basis of Payment.** This work will be paid for at the contract unit price per **EACH** for **CONNECT TO EXISTING STRUCTURE**, which includes all work specified herein.

#### **SP-25 MANHOLES, CATCH BASINS, AND INLETS (SIZE AND TYPE SPECIFIED)**

**Description:** This work shall consist of the installation of precast concrete drainage structures of the size and type shown on the plans or specified by the Engineer. Included in the contract unit price shall be all excavation, removal and disposal of existing storm structures, connection of existing pipes (as shown on the plans or specified by the Engineer), bedding, supplying and compacting of backfill materials. Backfill materials for new structures shall be CA-6 aggregate mechanically compacted.

All structures in excess of four feet in depth shall be equipped with cast iron steps meeting the standards of ASTM A48.

Precast sections shall conform with ASTM C 478 and shall be substantially free from fractures, large or deep cracks and surface roughness. Slabs shall be sound and free from gravel pockets. Joints between precast sections shall be designed for rubber gaskets or bituminous mastic material.

Adequate foundation for all structures shall be obtained by removal and replacement of unsuitable materials with well graded granular material; or by tightening with coarse ballast rock, or by such other means as provided for foundation preparation of the connected sewers.

Precast base sections shall be placed on a well graded granular bedding of not less than two inches (2) in thickness. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and support of the precast element.

Prefabricated benches in structures will not be allowed. Benches shall be poured after installation.

All lift holes shall be completely filled with mortar to ensure water tightness.

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

Castings shall be set in mortar or bituminous mastic beds. The adjustment of the casting to the required final grade shall be made with precast concrete adjusting rings. Maximum adjustment with rings shall be twelve inches (12). Brick, concrete block, or wooden shims will not be permitted. Pre-cast concrete adjusting rings shall be set in mortar or bituminous mastic beds.

In pavements, Type 1 frames shall be heavy duty with either cast closed lids or cast open lids, or shall be as specified on the plans, or approved equal.

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

**MANHOLES, CATCH BASINS, or INLETS**, of the type and size specified,

which price shall include all material, labor and equipment necessary to complete the work.

#### **SP-26 DROP INLET WITH GRATE**

**Description of Work.** This work shall consist of the installation of a modified precast concrete drainage structures Standard 542001-06. Included in the contract unit price shall be modification and construction of the endwall, and all excavation, removal and disposal of existing storm structures, bedding, supplying and compacting of backfill materials. Backfill materials for new structures shall be CA-6 aggregate mechanically compacted.

Precast sections shall conform with ASTM C 478 and shall be substantially free from fractures, large or deep cracks and surface roughness. Slabs shall be sound and free from gravel pockets. Joints between precast sections shall be designed for rubber gaskets or bituminous mastic material.

The hole for connecting the existing sewer is to be cored with the smallest possible hole.

Adequate foundation for all structures shall be obtained by removal and replacement of unsuitable materials with well graded granular material; or by tightening with coarse ballast rock, or by such other means as provided for foundation preparation of the connected sewers.

Precast base sections shall be placed on a well graded granular bedding of not less than two inches (2") in thickness. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and support of the precast element.

All lift holes shall be completely filled with mortar to ensure water tightness.

**Basis of Payment.** This work will be paid for at the contract unit price per **EACH** for **DROP INLET WITH GRATE**, of the type and size and grate as specified which price shall include all material, labor, and equipment necessary to complete the work.

#### **SP-27 PRECAST REINFORCED CONCRETE FLARED END SECTIONS**

**Description of Work.** This work shall consist of the installation of a precast reinforced concrete flared end section for a 24" diameter pipe. Included in the contract unit price shall be, concrete end section, grating, grading, toe block, bedding, supplying and compacting of backfill materials. Backfill materials for new structures shall be CA-6 aggregate mechanically compacted.

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

Precast sections shall conform with ASTM C 478 and shall be substantially free from fractures, large or deep cracks and surface roughness.

Adequate foundation for all structures shall be obtained by removal and replacement of unsuitable materials with well graded granular material; or by tightening with coarse ballast rock, or by such other means as provided for foundation preparation of the connected sewers.

All lift holes shall be completely filled with mortar to ensure water tightness.

**Basis of Payment.** This work will be paid for at the contract unit price per **EACH** for **PRECAST REINFORCED CONCRETE FLATED END SECTIONS W/ GRATE, 24"**, of the type and size and grate as specified which price shall include all material, labor, and equipment necessary to complete the work.

#### **SP-28 DRAINAGE STRUCTURE TO BE REMOVED**

**Description of Work.** 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 **CATCH BASIN REMOVAL & INLET REMOVAL**, the word **DRAINAGE STRUCTURE** shall be understood to mean manhole, catch basin, inlet or end section as the case may be.

#### **SP-29 INLET AND PIPE PROTECTION**

**Description of Work.** This work shall be in accordance with Section 280 of the Standard Specifications except as modified herein.

The Inlet Protector shall be a reinforced sediment bag with a frame that is inserted between the existing frame and grate. The Inlet Protector shall have an overflow feature to prevent ponding during heavy storms.

The Engineer has pre-approved the IPP Inlet Filter as manufactured by Inlet & Pipe Protection, Inc., 24137 West 11<sup>th</sup> Street Unit A, Naperville, IL 60564. Other manufacturers may be used with prior approval from the Engineer.

Inlet protectors, as described above, shall be used unless there is an unusual structure or circumstance which prevents the baskets from being properly installed.

**Basis of Payment.** Payment will be made at the contract unit price per **EACH** for **INLET PROTECTION**, which price shall include all costs associated with the installation and any necessary relocation of the protection system.

Cleaning and/or replacement of the Inlet Protector will be at the discretion of the Engineer and shall be

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

measured for payment only once regardless of the number of cleanings and/or replacements. Payment will be made at the contract unit price per EACH for **INLET PROTECTION CLEANING**, which price shall include all costs associated with the maintenance and cleaning of the protection system regardless of the number of cleanings and/or replacements.

### **SP-30 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.

Any work performed on a potable water supply shall be done under the direction of a plumber licensed by the State of Illinois. The contractor shall furnish the Engineer with the plumber's license number prior to starting any work on any potable water supply.

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

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

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

The service line shall be of one (1) inch, one and one-half (1 1/2) inch, or two (2) inch type K (soft) copper tubing as noted on plans or directed by Engineer. All copper connections shall be made with 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 saddle of the correct size depending on diameter of water main and size of new service tap. The tapping saddle shall be one of the following: Cascade Style CNS2 epoxy coated, double strap, ductile iron saddle or Cascade Style CS22 wide double band saddle or Ford FCD202, or Ford FS323. 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 feet (7') 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

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

inspection and final payment. No buffalo-box shall be located in a driveway or in the sidewalk without the approval of the Engineer.

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

For locations where a sample station is called out on the plans the contractor will install the ¾" water service to a b-box. From the b-box the contractor will install a sample station. The sample station will be provided by the Village. All necessary material needed to make the connection from the b-box to the sample station shall be included in the price of installation.

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 REPLACEMENT**, 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-31 ADJUSTING SANITARY SERVICE LINES**

**Description of Work.** 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-32 SANITARY SERVICE RECONNECTION**

**Description of Work.** 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 (18") above or any distance below the service. **THE CONTRACTOR MUST MAKE AN ATTEMPT TO AVOID DISTURBING THE SERVICE. ANY SERVICES DETERMINED BY THE**

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**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 including trench backfill.

### **SP-33 EROSION AND SEDIMENTATION CONTROL**

**Description of Work.** 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. Please note: pay item AGGREGATE DITCH CHECK shall be paid for separately per the SSRBC.

All downstream ditches shall be protected from erosion and sedimentation by the installation of an Engineer-approved compost filter sock. 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 a compost filter sock. Storm sewer inlet structures or manholes shall be protected by temporary placement of filter baskets or compost filter socks as authorized in the field by the Engineer. Dewatering and bypass pumping and all sediment control measures required, in addition to measures shown on plans, shall be incidental to the installation of storm sewer pipes and structures.

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.

**Perimeter Erosion Barrier:** Items include placement, maintenance, and removal of silt fence at areas designated on the plans and by the Engineer.

**Basis of Payment.** This work will be paid for at the contract **FOOT** price, respectively, for **PERIMETER**

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**EROSION BARRIER**, which price shall be payment in full for the work as specified herein.

**SP-34 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION:**

**Description of Work.** This work shall be in accordance with all applicable portions of Section 210 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans. A nominal quantity of geotechnical fabric has been included in the schedule of prices for the purpose of establishing a unit price for this item of work.

**Basis of Payment.** The work shall be paid for at the contract unit price per **SQUARE YARD** for **GEOTECHNICAL FABRIC FOR GROUND STABILIZATION**, which shall include all labor, materials, and equipment necessary to install the fabric and any other items required to complete the work as specified on the plans and described herein.

**SP-35 EROSION CONTROL BLANKET**

**Description of Work.** This work shall consist of providing an erosion control cover over all permanently seeded areas and temporarily seeded areas as specified in the erosion control plan, and at the locations shown in the plans, and as directed by the Engineer.

**Material.** Erosion control blanket shall be BioNET SC75BN as manufactured by North American Green Inc. or an approved equal. Secure blanket with non-metal biodegradable stakes.

**Method of Measurement.** Erosion control blanket will be measured in place in square yards. Overlap on the erosion control blanket will not be measured for payment.

**Basis of Payment.** Erosion Control Blanket will be paid for at the contract unit price per **SQUARE YARD** for **EROSION CONTROL BLANKET**, which price shall include materials, placement, anchoring, labor, tools, equipment and incidentals required to complete the work as specified.

**SP-36 BARK MULCH WALKING PATH**

**Description of Work.** This work shall consist of preparing the ground surface, including removal of existing vegetation, and placing of bark mulch in location as specified on the plans as per the typical section

**Bark Mulch.** The bark mulch shall include wood grindings and shall be approved by the Engineer.

**Method of Measurement.** Bark Mulch as specified on the plans will be measured for payment in square yards.

**Basis of Payment.** This work will be paid for at the contract unit price per **SQUARE YARD** for **BARK MULCH WALKING PATH**, which price shall include materials, labor, tools, equipment and incidentals required to complete the work as specified.

**SP-37 STONE RIPRAP, CLASS A3**

**Description of Work.** This work shall be in accordance with all applicable portions of Sections 281 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans. All furnished riprap shall be stone. Broken concrete riprap shall not be allowed. Filter fabric shall be installed upon the prepared subgrade prior to placing aggregate materials. Filter fabric shall be paid for in accordance with the Special Provision for **FILTER FABRIC**.



Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**Method of Measurement.** This work will be measured in place in square yards.

**Basis of Payment.** The work shall be paid for at the contract unit price per **SQUARE YARD** for **STONE RIPRAP, CLASS A3**, of class and thickness specified. The price shall include all labor, materials, and equipment necessary to complete the work as specified on the plans and described herein.

**SP-38 HOT-MIX ASPHALT PAVEMENT:**

**Description of Work.** This work shall be in accordance with all applicable portions of Section 406 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

Roadway pavements to be fully reconstructed shall include the following pavement section:

- 6" Aggregate Base Course, Type B
- 6" Hot-Mix Asphalt Binder Course, IL-19.0, N50
- 2" Hot-Mix Asphalt Surface Course, Mix "D", IL- 9.5, N50

The aggregate base course shall be paid for according to the **AGGREGATE BASE COURSE, TYPE B** special provision.

**Basis of Payment.** The work shall be paid for at the contract unit price per **TON** for **HOT-MIX ASPHALT SURFACE COURSE**, and at the contract unit price per **SQUARE YARDS** for **HOT MIX ASPHALT BASE COURSE**, of the mix design and depth specified. The price shall include all labor, materials, and equipment necessary to construct the hot-mix asphalt pavement and any other items required to complete the work as specified on the plans and described herein.

The aggregate base course shall be paid for according to the **AGGREGATE BASE COURSE, TYPE B** special provision.

**SP-39 PRIME COAT:**

**Description of Work.** This work shall be in accordance with all applicable portions of Sections 403, 406 and 408 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

The **CONTRACTOR** shall remove all dust, dirt and all deleterious material from the surface with a mechanical vacuum sweeper before the prime coat is applied. At no time will the **CONTRACTOR** use a blower to remove the dust from the pavement. The **CONTRACTOR** shall protect the motoring public, adjoining pavement, curbs, or structures during the application of bituminous materials prime coat. After application, the truck shall then be weighed again in order to determine the net weight of the prime coat that has been placed. **FRESH OIL** signs shall be installed in advance of the area to be primed with bituminous materials and shall be maintained until the prime coat is adequately cured.

Applications rates for bituminous materials (prime coat) shall be 0.1 gallons per square yard on Hot-Mix Asphalt surfaces and 0.50 gallons per square yard on aggregate surfaces. Bituminous materials (prime coat) shall be MC-30.

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**Method of Measurement.** This work will be measured in GALLONS for BITUMINOUS MATERIALS (PRIME COAT) and in place in POUNDS for BITUMINOUS MATERIALS (TACK COAT).

**Basis of Payment.** The work shall be paid for at the contract unit price per GALLON for BITUMINOUS MATERIALS (PRIME COAT) and per POUND for BITUMINOUS MATERIALS (TACK COAT), the price shall include all labor, materials, and equipment necessary to place the prime coat and any other items required to complete the work as specified on the plans and described herein.

**SP-40 ADJUST FRAME AND LID:**

**Description of Work.** This work consists of the adjustment of existing storm, sanitary, or water main structure frames within the construction limits. The adjustment shall include the use of a preformed bituminous joint sealant, which shall be placed between the frame and the PCC adjusting rings. Grout shall be acceptable for use between each PCC adjusting ring. The inside of the structure will be grouted with mortar mix no more than 2 feet below the bottom of the frame, the price of which shall be included in the price of the adjustment item.

**Method of Measurement.** This work will be measured per EACH item completed.

**Basis of Payment.** The work shall be paid for at the contract unit price per each for ADJUST FRAME AND LID, the price shall include all labor, materials, and equipment necessary to adjust any drainage and utility structures as necessary and any other items required to complete the work as specified on the plans and described herein.

**SP-41 TOPSOIL FURNISH AND PLACE**

**Description of Work:** This work shall consist of furnishing, transporting, and placing additional topsoil material obtained from an off-site source to be used in the final shaping and trimming operations. This material shall be pulverized topsoil and shall be used to final shape and trim areas which are to be seeded or sodded only. All work and materials shall conform to applicable provisions of Section 211 of the Standard Specifications. Suitable excavated topsoil material shall be used for the initial backfilling and shaping of areas to be restored which shall be considered included in the cost of the furnished topsoil. Furnished topsoil shall be used for shaping and trimming of the final surface, and as directed by the ENGINEER.

In all areas where the depth of the topsoil to be placed is less than four inches in thickness, as directed by the ENGINEER, all existing grass, sod and other vegetation shall be cut, stripped and removed prior to the placement of the topsoil. After placement of the topsoil, the surface shall be worked to a depth of not less than the depth specified as required in Sections 250.05 and 252.03 of the Standard Specifications. The cost of removal of existing grass, sod and other vegetation, as required, shall be considered included in TOPSOIL FURNISH AND PLACE – 4” and TOPSOIL, FURNISH AND PLACE, 6”.

**Basis of Payment:** This work will be paid for at the Contract Unit Price per SQUARE YARD, measured in-place, for

**TOPSOIL, FURNISH AND PLACE, 4”  
TOPSOIL, FURNISH AND PLACE, 6”**

which price shall be full compensation for all work and materials required.

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**SP-42 MAILBOXES**

**Description of Work.** The Contractor may remove mailboxes in the RIGHT-OF-WAY within the construction limits that interfere with construction operations; however, the contractor shall immediately relocate all mailboxes at temporary locations approved by the Engineer and in accordance with applicable requirements in Section 107.20 of the Standard Specifications. The signs shall be secured such that they will not fall over and endanger the public.

As soon as construction operations permit, the Contractor shall reset the mailboxes and street signs at their permanent locations. All mailboxes shall be placed at a height of 36 inches to 42 inches measured from the bottom of the mailbox to the top of the curb or to the surface of the roadway if there is no curb. The face of the mailbox shall be placed 9 inches to 12 inches behind the curb measured horizontally from the back of the curb or the edge of pavement if there is no curb. The Contractor shall replace at his own expense any mailbox, mailbox post, or signs that has been damaged by the Contractor's operation. The street signs shall be placed according to the MUTCD or as approved by the Engineer.

**Basis of Payment.** The work shall be paid for at the Contact unit price **EACH** for **MAILBOX REMOVE AND REPLACE**, for removal, temporary relocation, and permanent re-setting of mailbox, which compensation shall be for all work required,

**SP-43 MODULAR BLOCK RETAINING WALL REMOVAL**

**Description of Work.** The Contractor may remove stone wall in the location indicated on the plans within the construction limits that interfere with construction operations. All material shall be hauled and disposed of offsite.

**Basis of Payment.** The work shall be paid for at the Contact unit price **LUMP SUM** for **MODULAR BLOCK RETAINING WALL REMOVAL**, for removal and disposal of stone wall, which compensation shall be for all work required,

**SP-44 SANITARY SEWER REMOVAL**

**Description of Work.** This work shall consist of the removal of sanitary sewers in location specified on the plans. Work shall also include plugging hole in manhole with brick and mortar.

Backfilling for the removed sanitary sewer shall be considered incidental to Sanitary Sewer Removal.

**Basis of Payment.** This work shall be measured and paid for at the contract unit price per **FOOT** for **SANITARY SEWER REMOVAL**, of the size specified, which price shall be payment in full for performing this task as specified, including all material, labor and equipment

**SP-45 FILTER FABRIC**

**Description of Work.** This work shall consist of the furnishing and installing geotechnical filter fabric on a prepared earth surface. The filter fabric shall be according to Article 1080.03

**Basis of Payment.** This work shall be measured and paid for at the contract unit price per **SQUARE YARD** for **FILTER FABRIC**, which price shall be payment in full for performing this task as specified, including all material, labor and equipment.

**SP-46 PAVED SHOULDER REMOVAL**

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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

The work shall include removal of and disposal offsite of the asphalt,

**Basis of Payment.** This work shall be paid for at the contract unit price per **SQUARE YARD** for **PAVED SHOULDER REMOVAL**, which price shall be payment in full for the work as specified herein.

#### **SP-47 CONNECT EXISTING TO PROPOSED STRUCTURE**

**Description of Work.** This work includes the connection of the existing drains from the residents that currently outlet to the existing ditch to the proposed storm sewer structure. This work shall include digging back into the backslope a proper distance, connection of a proposed PVC pipe (or similar material pipe) of the same diameter with a Fernco coupler (or approved equal), and placement of bends to provide appropriate cover and connection into proposed storm sewer structure at locations shown on the plans

The following specific items shall be considered incidental to connect existing to proposed structure construction and their costs shall be merged into the contract unit price per EACH of the connection.

1. Removal of all surplus trench excavation from site.
2. Digging back into backslope of ditch to connect to existing pipe.
3. Placement and compaction of backfill.
4. Coring into proposed drainage structures where connections are called for on the plans.
5. All pipe material including Fernco couplers, pipes, and bends.

**Basis of Payment.** This work will be paid for at the contract unit price per **EACH** for **CONNECT EXISTING TO PROPOSED STRUCTURE**, which includes all work specified herein.

#### **SP-48 HOT-MIX ASPHALT DRIVEWAY PAVEMENT**

**Description of Work.** This work shall consist of placement of hot-mix asphalt driveways at locations indicated on the plan and/or as required by the Engineer.

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

Placement of bituminous material (prime coat) at 0.5 gal per square yard shall be considered incidental to the pay item.

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

**Basis of Payment.** This work shall be paid for at the contract unit price per **SQUARE YARD** for **HOT-MIX ASPHALT DRIVEWAY PAVEMENT**, which price shall be payment in full for the work as specified herein.

#### **SP-49 STORM SEWER, (CLASS, TYPE, SIZE) WATERMAIN QUALITY PIPE**

**Description of Work:** This work consists of constructing storm sewer adjacent to or crossing a water main, at the locations shown on the plans. The material and installation requirements shall be according to the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

the applicable portions of Section 550 of the Standard Specifications; which may include concrete collars and encasing pipe with seals if required.

Pipe materials shall meet the requirements of Sections 40 and 41-2.01 of the "Standard Specifications for Water and Sewer Main Construction in Illinois." Ductile-Iron pipe shall meet the minimum requirements for Thickness Class 50.

Encasing of standard type storm sewer, according to the details for "Water and Sewer Separation Requirements (Vertical Separation)" in the "STANDARD DRAWINGS" Division of the "Standard Specifications for Water and Sewer Main Construction in Illinois", may be used for storm sewers crossing water mains.

**Method of Measurement.**

This work shall be measured for payment per **FOOT**.

**Basis of Payment.**

This work will be paid at the contract unit price per foot for **STORM SEWER (CLASS, TYPE, SIZE) WATER MAIN QUALITY PIPE**; which price shall include all labor, equipment, materials, and incidentals necessary to complete the work as described above.

**SP-50 SODDING AND SUPPLEMENTAL WATERING**

**Description of Work.** This work shall consist of restoring all grass areas noted on the plans with sod over a minimum of four inches (4") of pulverized topsoil. This work shall be done in accordance with the appropriate articles of Sections 211 and 252 of the Standard Specifications.

Areas disturbed by the Contractor, exceeding six inches (6") from new sidewalks and driveways, shall be restored with full width sections of sod. One rolling of the entire topsoil surface will be required before placement of the sod in accordance with Article 211.05 of the Standard Specifications. An additional rolling of the sod shall be done after placement.

All scraps of sod, either existing or new, and all construction debris shall be removed from the jobsite. Under NO circumstances shall either be used as backfill or covered with topsoil.

If existing ground is to be used as topsoil, the existing sod is to be removed and the ground shall be rototilled to a minimum depth of 4 inches. This work shall be included in the cost of sodding.

The sod shall be fertilized in accordance with Section 250.04 of the Standard Specifications and shall be included in the cost of sodding.

Sod watering shall be in accordance with Section 252.08 of the Standard Specifications with respect to number of waterings and application rates (gal/sq yd), however, the frequency of watering in ALL cases shall be on an every other day basis regardless of the time of year the sod is placed. Supplemental watering shall be done in accordance with Article 252.09 of the Standard Specifications and applied at a minimum rate of five (5) gallons per square yard.

**Method of Measurement.** This work will be measured for payment for sod placed as directed by the Engineer, on a **SQUARE YARD** basis.

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**Basis of Payment.** This work shall be paid for at the contract unit price per **SQUARE YARD** for **SODDING AND SUPPLEMENTAL WATERING**. The initial watering and all work required to complete the work as described herein shall be included in the cost of the **SODDING AND SUPPLEMENTAL WATERING**. If it is determined by the Engineer that additional watering are required for survival of the sod, they shall be paid for at the contract unit price per **EACH** for **ADDITIONAL SUPPLEMENTAL WATERING, SOD**.

#### **SP-51 TRENCH BACKFILL**

**Description:** All trenches and excavations under or within 2' of paved areas or structures, as shown on plans or as directed by the ENGINEER in the field, will require aggregate Trench Backfill.

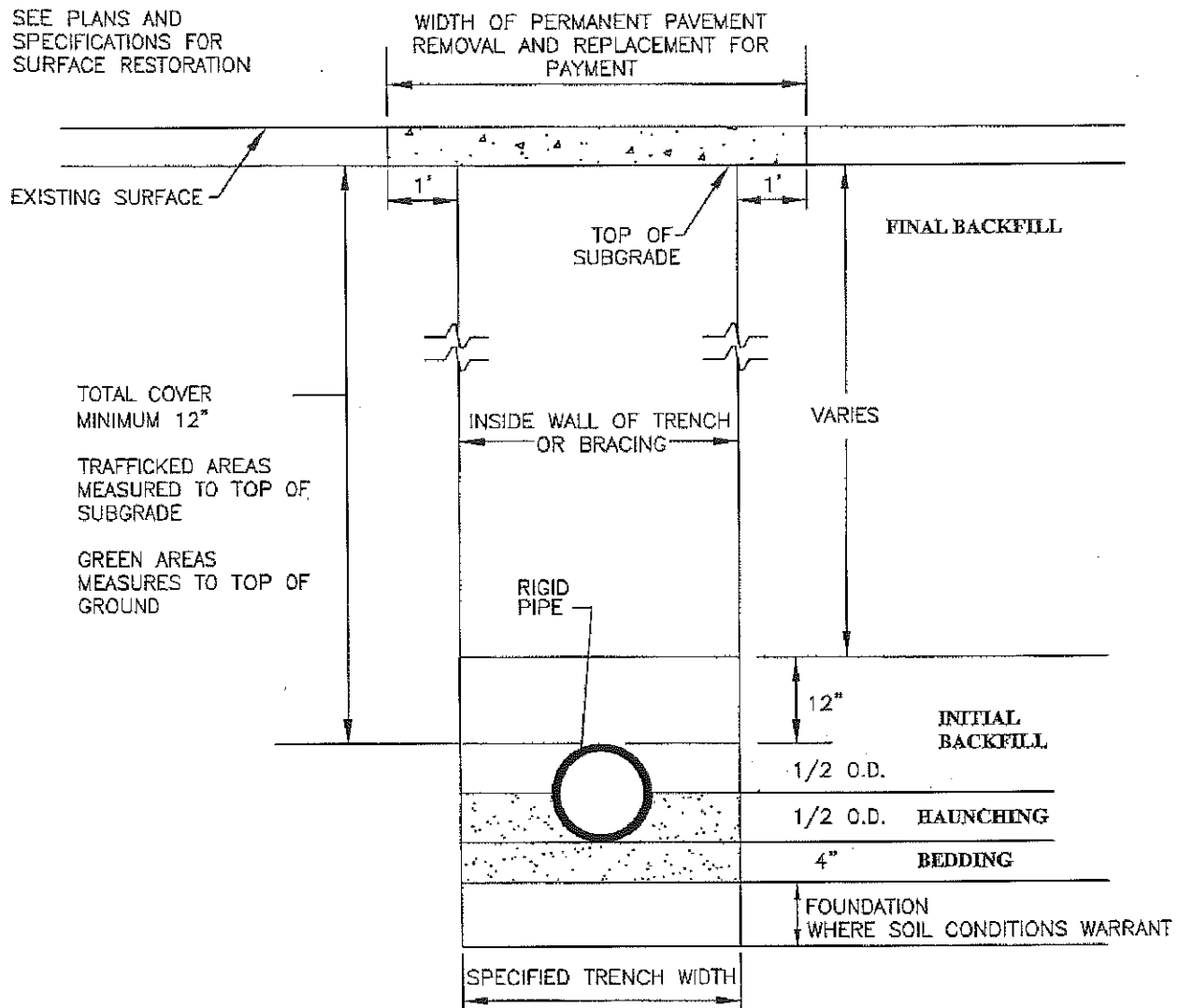
**Materials:** Trench Backfill, as defined in the Water and Sewer Specs, shall consist of Final Backfill, Initial Backfill, Haunching and Bedding (see detail within this special provision). Allowable aggregate gradations, as defined in Sections 1003 and 1004 of the SSRBC, shall be as follows:

- Final Backfill: CA-6 or FA-6
- Initial Backfill: CA-6 or FA-6
- Haunching: CA-7
- Bedding: CA-7

All trench backfill material shall be placed and compacted in accordance with Section 550.07 of the SSRBC. Per the SSRBC, compaction Method 3 (jetting) of Initial Backfill and Final Backfill shall not be used with CA-6 material. Compaction Method 3 (jetting) of Initial Backfill and Final Backfill shall only be used with FA-6 material. Per the SSRBC, trench backfill material that has been compacted with Method 3 (jetting) shall be allowed to settle and dry for at least 10 days before any pavement or structure is placed above it.

All backfilling shall be done in accordance with Section 20-4.06 of the Water and Sewer Specs. All trenches and excavations not under or within 2' of paved areas or structures shall be backfilled by any acceptable method which will not dislodge or damage the pipe, or cause bridging action in the trench. In turf areas, Trench Backfill shall consist of Initial Backfill, Haunching and Bedding and the balance of the backfill may be approved excavated material.

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)



**Basis of Payment:** Payment shall be made for the furnishing and placement of Final Backfill only as defined in the Water and Sewer Specs. Furnishing and placement of Bedding, Haunching and Initial Backfill shall be considered incidental to the contract price for installation of the utility pipe. Final Backfill 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. Trench Backfill material exceeding of the maximum quantity herein specified shall be furnished by the CONTRACTOR at his own expense. Disposal of the surplus excavated material that is replaced by Trench Backfill shall be incidental to payment for Trench Backfill. This work will be paid for at the contract unit price per **CUBIC YARD** for

**TRENCH BACKFILL**

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

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

### **SP-52 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.

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. The depth of the temporary surface over trench shall equal the depth of the proposed, final asphalt patch.

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

Aggregate used for temporary access shall be of CA-6 gradation and shall meet the requirements of Section 1004.04 of 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-53 STABILIZED CONSTRUCTION ENTRANCE**

**Description:** This work shall consist of furnishing, installation, maintenance, and removal of a stabilized pad of aggregate underlain with filter fabric as shown on the plans or directed by the ENGINEER. The stabilized construction entrance will be as detailed on IUM Standard IL-630. This work shall be in accordance with all applicable portions of Sections 1004 and 1080 of the Standard Specification for Road and Bridge Construction, except as modified herein and on the plans.

**Materials:** Materials for aggregate fill and bedding shall meet the requirements of Section 1004 of the Standard Specifications. The aggregate materials shall be gradations for CA-1, CA-2, CA-3, or CA-4. The aggregate shall be placed and compacted using Method I and Class III, respectively, according to the requirements of Specification 25 of the IUM Standard Specifications.

The filter fabric shall be placed under the aggregate fill and shall conform to the requirements of Specification 592 of the IUM Standard Specifications.

**Placement and Compaction:** The aggregate shall be placed and compacted using Method I and Class III, respectively, according to the requirements of Specification 25 of the IUM Standard Specifications. The aggregate fill shall be dumped and spread into position over the filter fabric in approximately horizontal layers not to exceed six (6) inches in thickness. It shall be placed in a manner to produce a



Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

reasonably homogeneous stable fill that contains no segregated pockets of large or small fragments or large unfilled spaces caused by bridging of the larger rock fragments.

Aggregate fill shall be compacted as described below:

Each layer of fill shall be compacted by a minimum of four (4) passes over the entire surface by a track of a crawler-type tractor weighing a minimum of twenty (20) tons.

Compaction by means of drop weights operating from a crane, hoist or similar equipment will not be permitted.

Basis of Payment: The work to construct the stabilized construction entrance will be paid for at the contract unit price **SQUARE YARD** for

#### **STABILIZED CONSTRUCTION ENTRANCE,**

which price shall include excavation, bedding, aggregate fill, filter fabric, placing and compacting, labor, tools, equipment and incidentals required to complete the work as specified.

#### **SP- 54 EARTH EXCAVATION**

This special provision revises Section 202 of the Standard Specifications for Road and Bridge Construction. This work shall consist of excavation of material to construct the subgrade of the roadway to finished elevation. Removal and disposal of unsuitable material shall be used for export of all unsuitable material from construction of the improvements including but not limited to earth excavation for subgrade preparation, grading and shaping ditches, and removing earth in preparation for sod.

Modify Article 202.08 Basis of Payment:

Earth and Rock excavation will be paid for at the contract unit price per **CUBIC YARD** for

#### **EARTH EXCAVATION**

And

Removal and Disposal of unsuitable material will be paid for at the contract unit price per **CUBIC YARD** for

#### **REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL**

which price shall include all labor, equipment, materials, and incidentals necessary to complete the work as described above.

#### **SP-55 AGGREGATE FOR TEMPORARY ACCESS**

**Description:** This work shall consist of construction and maintenance of an aggregate surface course for abutting properties as part of construction operations, per the applicable portions of Article 107.09 of the

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

SSRBC except as amended herein.

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

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

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

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

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

**AGGREGATE FOR TEMPORARY ACCESS,**

which price shall include all costs of furnishing, placing, maintaining, removing and reusing, and removing and disposing of aggregate used in the construction of temporary access.

**SP-56 PROPERTY PIN RESET**

**Description:** This work shall consist of the resetting of property pins that are moved, lost, or covered as a result of the construction of the project. At the direction of the Engineer, property pins that are moved, lost or covered shall be reset by the Contractor's licensed surveyor once the area surrounding the impacted property pin(s) will no longer be disturbed. The new property pin(s) shall be a 17" long,  $\frac{3}{4}$ "-diameter open-ended steel pipe. The pipe shall be driven into the ground such that the top of the pipe is 1" below finished grade.

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

**PROPERTY PIN RESET,**

which shall include all labor, material, and equipment necessary to complete the work.

**SP-57 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

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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),**

of which 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-58 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.

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 as Haunching and Initial Backfill, as defined in the Water and Sewer Specs, by vibratory plate or other approved mechanical device.

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

6. Coring into existing drainage structures where connections are called for on the plans or as directed by the Engineer
7. Any fittings, caps, etc. as shown on the plans or directed by the Engineer
8. 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-59 DRIVEWAY PAVEMENT REMOVAL**

**Description:** This work shall consist of removing driveway pavement. This work shall be in accordance with Section 440 of the Standard Specifications, except as modified herein:

Add the following to Section 440.07 (b):

Driveway Pavement removal shall include excavation and removal of aggregate base.

Initial saw-cutting of pavement and cleaning of edges prior to pavement replacement shall be included in the cost of **DRIVEWAY PAVEMENT REMOVAL**.

**Method of Measurement:** This work will be measured for payment in accordance with Section 440 of the Standard Specifications with the following revisions.

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

**DRIVEWAY PAVEMENT REMOVAL,**

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

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**V. BID and CONTRACT FORM (Village)**

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

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

**BIDDER:**

JOHN NERI CONSTRUCTION CO., INC.

Company Name

07/14/2022

Date

770 W. FACTORY ROAD

Street Address of Company

nneri@johnnericonstruction.com

E-mail Address

ADDISON, IL 60101

City, State, Zip

NICHOLAS NERI

Contact Name (Print)

(630) 629-8384

Business Phone

(630) 514-1778 ANTHONY NERI

24-Hour Telephone

(630) 629-7001

Business Fax

Nicholas Neri

Signature of Officer, Partner or Sole Proprietor

NICHOLAS NERI, PRESIDENT

Print Name & Title

ATTEST: if a Corporation

Anthony Neri

Signature of Corporation Secretary

ANTHONY NERI, V.P. / SECRETARY

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 – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**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:**

<u>JOHN NERI CONSTRUCTION Co., INC.</u> Company Name	<u>07/14/2022</u> Date
<u>770 W. FACTORY ROAD</u> Street Address of Company	<u>nneri@johnnericonstruction.com</u> E-mail Address
<u>ADDISON, IL 60101</u> City, State, Zip	<u>NICHOLAS NERI</u> Contact Name (Print)
<u>(630) 629-8384</u> Business Phone	<u>(630) 514-1778 ANTHONY NERI</u> 24-Hour Telephone
<u>(630) 629-7001</u> Business Fax	<u><i>Nicholas Neri</i></u> Signature of Officer, Partner or Sole Proprietor
	<u>NICHOLAS NERI, PRESIDENT</u> Print Name & Title

ATTEST: if a Corporation  
*Anthony Neri*  
 Signature of Corporation Secretary  
 ANTHONY NERI, V.P. / SECRETARY

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 – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**SCHEDULE OF PRICES:**

CODED PAY ITEMS	NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
SP-14	1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	133	\$ 23.00	\$ 3,059.00
SP-14	2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	170	\$ 28.00	\$ 4,760.00
SP-13	3	TREE ROOT PRUNING	FOOT	105	\$ 10.00	\$ 1,050.00
SP-18	4	POROUS GRANULAR EMBANKMENT, SUBGRADE	CU YD	120	\$ 48.00	\$ 5,760.00
SP-51	5	TRENCH BACKFILL	CU YD	672	\$ 42.00	\$ 28,224.00
SP-34	6	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	120	\$ 4.00	\$ 480.00
SP-41	7	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	3,861	\$ 9.50	\$ 36,679.50
SP-41	8	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	486	\$ 12.00	\$ 5,832.00
SP-17	9	GRADING AND SHAPING DITCHES	FOOT	911	\$ 12.00	\$ 10,932.00
25000100	10	SEEDING, CLASS 1	ACRE	0.10	\$ 6,000.00	\$ 600.00
SP-29	11	INLET AND PIPE PROTECTION	EACH	22	\$ 150.00	\$ 3,300.00
SP-37	12	STONE RIPRAP, CLASS A3	SQ YD	43	\$ 90.00	\$ 3,870.00
SP-45	13	FILTER FABRIC	SQ YD	43	\$ 4.00	\$ 172.00
35101800	14	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	2,136	\$ 11.50	\$ 24,564.00
SP-38	15	HOT-MIX ASPHALT BASE COURSE, 6"	SQ YD	2,136	\$ 36.00	\$ 76,896.00
SP-39	16	BITUMINOUS MATERIALS (PRIME COAT)	POUND	7,689	\$ 1.25	\$ 9,611.25
SP-39	17	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,922	\$ 1.00	\$ 1,922.00
SP-38	18	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	199	\$ 125.00	\$ 24,875.00
SP-20	19	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	63	\$ 15.00	\$ 945.00
SP-19	20	DETECTABLE WARNINGS	SQ FT	10	\$ 60.00	\$ 600.00
44000100	21	PAVEMENT REMOVAL	SQ YD	1,614	\$ 18.00	\$ 29,052.00
SP-59	22	DRIVEWAY PAVEMENT REMOVAL	SQ YD	869	\$ 13.50	\$ 11,731.50
44000600	23	SIDEWALK REMOVAL	SQ FT	76	\$ 8.00	\$ 608.00
SP-46	24	PAVED SHOULDER REMOVAL	SQ YD	154	\$ 14.00	\$ 2,156.00
50105220	25	PIPE CULVERT REMOVAL 12"	FOOT	557	\$ 5.00	\$ 2,785.00
SP-25	26	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 5,200.00	\$ 10,400.00

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

SP-25	27	MANHOLES, TYPE A, 4'- DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 4,500.00	\$ 13,500.00
SP-25	28	MANHOLES, TYPE A, 4'- DIAMETER, TYPE 8 GRATE	EACH	2	\$ 4,300.00	\$ 8,600.00
SP-25	29	MANHOLE, TYPE A, 4'- DIAMETER, WITH MEDIAN INLET (604101)	EACH	2	\$ 4,650.00	\$ 9,300.00
SP-25	30	MANHOLES, TYPE A, 5'- DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 5,400.00	\$ 5,400.00
SP-25	31	MANHOLES, TYPE A, 5'- DIAMETER, TYPE 8 GRATE	EACH	1	\$ 5,300.00	\$ 5,300.00
SP-25	32	INLETS, TYPE A, TYPE 8 GRATE	EACH	4	\$ 1,800.00	\$ 7,200.00
SP-12	33	MOBILIZATION	L SUM	1	\$ 25,000.00	\$ 25,000.00
SP-58	34	PIPE CULVERT, CLASS C, TYPE 1, 12" (HDPE)	FOOT	330	\$ 68.00	\$ 22,440.00
SP-58	35	PIPE CULVERT, CLASS C, TYPE 1, 12" (PVC)	FOOT	92	\$ 125.00	\$ 11,500.00
54262712	36	METAL FLARED END SECTIONS 12"	EACH	26	\$ 225.00	\$ 5,850.00
SP-58	37	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	19	\$ 85.00	\$ 1,615.00
SP-58	38	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	11	\$ 95.00	\$ 1,045.00
SP-58	39	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	79	\$ 112.00	\$ 8,848.00
SP-58	40	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	225	\$ 160.00	\$ 36,000.00
SP-58	41	STORM SEWERS, CLASS A, TYPE 3 24"	FOOT	385	\$ 210.00	\$ 80,850.00
SP-58	42	STORM SEWERS, CLASS B, TYPE 1 12"	FOOT	121	\$ 85.00	\$ 10,285.00
SP-58	43	STORM SEWERS, CLASS B, TYPE 1 18"	FOOT	274	\$ 95.00	\$ 26,030.00
SP-16	44	CLEARING AND GRUBBING	ACRE	0.2	\$ 10,000.00	\$ 2,000.00
SP-31	45	ADJUSTING SANITARY SEWER SERVICE LINES	EACH	5	\$ 600.00	\$ 3,000.00
SP-31	46	MAILBOX REMOVE AND REPLACE	EACH	13	\$ 90.00	\$ 1,170.00
SP-44	47	SANITARY SEWER REMOVAL, 8"	FOOT	8	\$ 10.00	\$ 80.00
SP-6	48	EXPLORATION TRENCH, SPECIAL	CU YD	11	\$ 25.00	\$ 275.00
SP-35	49	EROSION CONTROL BLANKET (SPECIAL)	SQ YD	486	\$ 5.00	\$ 2,430.00
SP-48	50	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	783	\$ 38.00	\$ 29,754.00



## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

SP-53	51	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	167	\$ 12.00	\$ 2,004.00
SP-9	52	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS	L SUM	1	\$ 12,800.00	\$ 12,800.00
SP-8	53	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1	\$ 13,500.00	\$ 13,500.00
SP-7	54	PRECONSTRUCTION VIDEOTAPING	L SUM	1	\$ 1,500.00	\$ 1,500.00
SP-10	55	STREET SWEEPING AND DUST CONTROL	HOUR	53	\$ 1.00	\$ 53.00
SP-29	56	INLET PROTECTION CLEANING	EACH	21	\$ 20.00	\$ 420.00
SP-33	57	PERIMETER EROSION BARRIER, SILT FENCE	FOOT	319	\$ 5.00	\$ 1,595.00
SP-33	58	PERIMETER EROSION BARRIER, ROLLED EXCELSIOR	FOOT	600	\$ 8.00	\$ 4,800.00
SP-28	59	CATCH BASIN REMOVAL	EACH	2	\$ 500.00	\$ 1,000.00
SP-21	60	FENCE SALVAGE AND REINSTALLATION	FOOT	46	\$ 100.00	\$ 4,600.00
SP-22	61	FENCE REMOVAL AND NEW FENCE INSTALLATION	FOOT	46	\$ 140.00	\$ 6,440.00
SP-43	62	MODULAR BLOCK RETAINING WALL REMOVAL	L SUM	1	\$ 1,500.00	\$ 1,500.00
SP-28	63	INLET REMOVAL	EACH	1	\$ 100.00	\$ 100.00
SP-23	64	PLUG EXISTING STORM SEWER	EACH	3	\$ 250.00	\$ 750.00
SP-49	65	STORM SEWERS, CLASS C, TYPE 1 12" (WATERMAIN QUALITY)	FOOT	35	\$ 125.00	\$ 4,375.00
SP-27	66	PRECAST REINFORCED CONCRETE FLARED END SECTIONS W/GRATE, 24"	EACH	1	\$ 3,600.00	\$ 3,600.00
SP-26	67	DROP INLET WITH GRATE	EACH	1	\$ 9,500.00	\$ 9,500.00
SP-47	68	CONNECT EXISTING TO PROPOSED STRUCTURE	EACH	4	\$ 350.00	\$ 1,400.00
SP-24	69	CONNECT TO EXISTING STRUCTURE	EACH	1	\$ 500.00	\$ 500.00
SP-40	70	ADJUST FRAME AND LID	EACH	3	\$ 450.00	\$ 1,350.00
SP-32	71	SANITARY SERVICE RECONNECTION	EACH	5	\$ 600.00	\$ 3,000.00
SP-30	72	WATER SERVICE REPLACEMENT	EACH	2	\$ 2,400.00	\$ 4,800.00
SP-50	73	SODDING AND SUPPLEMENTAL WATERING	SQ YD	3,300	\$ 11.00	\$ 36,300.00
SP-36	74	BARK MULCH WALKING PATH	SQ YD	260	\$ 12.00	\$ 3,120.00
SP-15	75	TREE PROTECTION	FOOT	120	\$ 10.00	\$ 1,200.00
SP-11	76	ADDITIONAL HAULING SURCHARGE, NON - HAZARDOUS SPECIAL WASTE	LOAD	10	\$ 1.00	\$ 10.00

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

SP-57	77	SANITARY SERVICE CONFLICT MANHOLE	EACH	1	\$ 4,000.00	\$ 4,000.00
SP-50	78	ADDITIONAL SUPPLEMENTAL WATERING	EACH	1	\$ 5.00	\$ 5.00
SP-52	79	TEMPORARY SURFACE OVER TRENCH – (AGGREGATE)	SQ YD	310	\$ 0.10	\$ 31.00
SP-54	80	EARTH EXCAVATION	CU YD	32	\$ 50.00	\$ 1,600.00
SP-54	81	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	606	\$ 40.00	\$ 24,240.00
SP-55	82	AGGREGATE FOR TEMPORARY ACCESS	CU YD	100	\$ 0.10	\$ 10.00
SP-56	83	PROPERTY PIN RESET	EACH	5	\$ 250.00	\$ 1,250.00

**Total**                      \$ 769,689.25

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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

With regard to WISCONSIN AVENUE DRAINAGE IMPROVEMENTS, NO. SW-080-20A, Bidder JOHN NEKI CONST. CO., INC.  
 (Name of Project) (Name of Bidder)

hereby certifies the following:

1. Bidder is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of each worker's name, address, telephone number when available, the last four digits of the worker's social security number, gender, race, ethnicity, veteran's status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. This record shall be sent to the Illinois Department of Labor no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. The records 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.

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**BIDDER'S CERTIFICATION (page 2 of 3)**

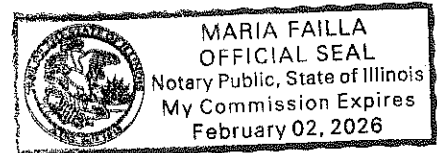
BY: Nicholas Neri  
NICHOLAS NERI, Bidder's Authorized Agent PRESIDENT

36 - 2978772

FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Subscribed and sworn to before me  
this 14<sup>th</sup> day of JULY, 2022.  
Maria Failla  
Notary Public



(Fill Out Applicable Paragraph Below)

**(a) Corporation**

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

President: NICHOLAS NERI

Secretary: ANTHONY NERI

Treasurer: VINCENZINA NERI

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

**Limited Liability Company (LLC) n/a**

The Bidder is a LLC organized and existing under the laws of the State of \_\_\_\_\_, which operates under the legal name of \_\_\_\_\_, and the full names of its managers or members are as follows:

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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

(c) **Partnership** N/A

The partnership does business under the legal name of: \_\_\_\_\_,  
which name is registered with the office of \_\_\_\_\_ in the State of \_\_\_\_\_.

Names and Addresses of All Partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) **Sole Proprietor** N/A

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 10 days of the award of the contract?  YES  NO (circle one)

INSURER'S NAME: NATIONAL FIRE INSURANCE COMPANY

AGENT: ASSURANCE A MARSH & MCLENNAN AGENCY LLC COMPANY

Street Address: 20 N. MARTINGALE ROAD, SUITE 100


City, State, Zip Code: SCHAUMBURG, IL 60173

Telephone Number: 888-429-0999

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

Print Name of Company: JOHN NERI CONSTRUCTION CO., INC.

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

Signature: 

Date: 07/14/2022

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

MUNICIPAL REFERENCE LIST

(SEE ATTACHED)

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

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

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

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

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

***John Neri Construction Company, Inc.***

770 Factory Road, Addison, IL 60101

Phone (630) 629-8384 Fax (630) 629-7001

**PROJECT EXPERIENCE:**

**Name of Project:** **Apple Orchard Pump Station Upgrade**  
**General:** John Neri Construction Co., Inc.  
**Owner:** Village of Bartlett, 228 S. Main Street, Bartlett, IL 60103  
**Reference:** Tyler Isham, Assistant Director of Public Works (630) 540-5401  
**Contract Amount:** \$779,745.00  
**Completion Date:** 07/2021

**Name of Project:** **Chicago Avenue Watermain Improvement**  
**General:** John Neri Construction Co., Inc.  
**Owner:** Village of Hinsdale, 19 E. Chicago Avenue, Hinsdale, IL 60521  
**Reference:** Al Diaz, Asst Village Engineering, (630)789-7000  
**Contract Amount:** \$1,200,443.85  
**Completion Date:** 11/2020

**Name of Project:** **2019 CIP – Contract C Street and Utility Improvements**  
**General:** John Neri Construction Co., Inc.  
**Owner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016  
**Reference:** Jon Duddles, Assistant Director of Public Works and Engineering (847) 391-5300  
**Contract Amount:** \$4,008,359.38  
**Completion Date:** 11/2020

**Name of Project:** **2019 CIP – Contract A Street and Utility Improvements**  
**General:** John Neri Construction Co., Inc.  
**Owner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016  
**Reference:** Jon Duddles, Assistant Director of Public Works and Engineering (847) 391-5300  
**Contract Amount:** \$6,588,507.62  
**Completion Date:** 11/2020

**Name of Project:** **Supreme (LS13) & Spruce (LS17) Lift Station Improvements**  
**General:** John Neri Construction Co., Inc.  
**Owner:** Village of Bensenville, 717 E. Jefferson St., Bensenville, IL 60106  
**Reference:** Joe Caracci, Director of Public Works (708) 865-0300  
**Contract Amount:** \$834,250.00  
**Completion Date:** 10/2020

**Name of Project:** **2018 Watermain Replacement Project**  
**General:** John Neri Construction Co., Inc.  
**Owner:** Village of Bensenville,  
**Reference:** Joe Caracci, Public Works Director, (630) 766-8200  
**Contract Amount:** \$1,248,859.12  
**Completion Date:** 10/2020

**Name of Project:** **Dunhurst Relief Storm Sewer Project**  
**General:** John Neri Construction Co., Inc.  
**Owner:** Village of Wheeling  
**Reference:** Jon Tack, Village Engineer, (847)279.6900  
**Contract Amount:** \$881,085.13  
**Completion Date:** 09/25/20

**Name of Project:** **Bluff City Combined Sewer Separation Phase II Project**  
**General:** John Neri Construction Co., Inc.  
**Owner:** City of Elgin, 150 Dexter Ct., Elgin, IL 60120

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

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 CONSTRUCTION COMPANY Type of Work HMA PAVING

Addr: P.O. BOX 998 City AURORA State IL Zip 60507-0998

2) RELIABLE LANDSCAPING, LLC Type of Work LANDSCAPING

Addr: P.O. BOX 479 City PLAINFIELD State IL Zip 60544

3) NAFISCO, INC. Type of Work TRAFFIC CONTROL & PROTECTION

Addr: 808 FORESTWOOD DRIVE City ROMEONVILLE State IL Zip 60446

4) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

5) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

6) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

7) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

8) \_\_\_\_\_ Type of Work \_\_\_\_\_

Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_



Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**CERTIFICATION OF QUALIFICATIONS**

Project Team (SEE ATTACHED)

Project Manager: \_\_\_\_\_

Superintendent: \_\_\_\_\_

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

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

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

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

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 can provide detailed supporting information upon request.

Signed by: Nicholas Neri (Corporate Seal)

Title: NICHOLAS NERI  
PRESIDENT

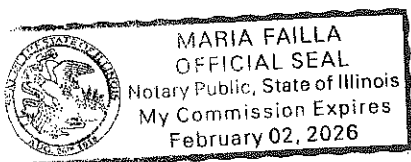
Name & Address: JOHN NERI CONSTRUCTION CO., INC.

of Contractor 770 W. FACTORY ROAD  
ADDISON, IL 60101

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

Subscribed and sworn to before me this 14TH day of JULY, 2022

Maria Failla  
Notary Public





***JOHN NERI CONSTRUCTION CO., INC.***

***Sewer & Water Contractors***

***770 Factory Road \* Addison, IL 60101***

***Tel: 630 629-8384 \* Fax: 630 629-7001***

***www.johnnericonstruction.com***

**Company Contact Information/Experience:**

***John Neri Construction Co., Inc. maintains a permanent place of business for over 43 years at: 770 W. Factory Road, Addison, Illinois 60101 phone (630) 629-8384, fax (630) 629-7001***

**\*Owner/President/Estimator/Project Manager**.....Nicholas Neri  
Cell (630) 514-1777 / email: nneri@johnnericonstruction.com  
43+ years - John Neri Construction Company, Inc.

**\*Owner/V. P. /Field Superintendent/Project Manager**.....Anthony (Nando) Neri  
Cell (630) 514-1778 / email: aneri@johnnericonstruction.com  
43+ years - John Neri Construction Company, Inc.

**\*Field Supervisor/Project Manager**.....Niko Neri  
Cell: (630) 688-1258  
10+ years - John Neri Construction Company, Inc.

**\*Project Foreman / Operator** .....James (Jimmy) Rizzo  
Cell: (630) 330-9373  
Foreman/Operator 15+ years - John Neri Construction Company, Inc.  
Foreman/Operator 12+ years - Patnick Construction

**\*Project Foreman/Laborer**.....Antonio (Junior) Luna  
Cell: (630) 514-1782  
33+ years - John Neri Construction Company, Inc.

**\*Project Foreman/Laborer**.....Ezequiel Banuelos  
Cell: (630) 514-0011  
26+ years - John Neri Construction Company, Inc.

**\*Project Foreman/Laborer**.....Michael Neri  
Cell: (630) 333-2953  
8+ years - John Neri Construction Company, Inc.

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)



**VENDOR W-9 REQUEST FORM**

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

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

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: JOHN NERI CONSTRUCTION CO., INC.  
 ADDRESS: 770 W. FACTORY ROAD  
 CITY: ADDISON, IL  
 STATE: IL  
 ZIP: 60101  
 PHONE: 630-629-8384 FAX: 630-629-7001  
 TAX ID #(TIN): 36-2978772

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

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

NAME: (SAME)  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

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

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

SIGNATURE: Nicholas Neri DATE: 07/14/2022

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

### Apprenticeship and Training Certification

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

Name of Bidder: JOHN NERI CONSTRUCTION CO., INC.

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

CHICAGO LAND LABORERS' TRAINING & APPRENTICESHIP PROGRAM FOR THE TRADE OF CONSTRUCTION CRAFT LABORER.

OPERATING ENGINEERS LOCAL #150 FOR THE TRADE OF OPERATING ENGINEER.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS JOINT COUNCIL NO. 25 TRAINING FUND FOR THE TRADE OF CONSTRUCTION DRIVER.

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

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

Signature: Nicholas Neri

Date: 07/14/2022

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**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

*Nicholas Neri*Company Name JOHN NERI CONSTRUCTION CO., INC.Title NICHOLAS NERI, PRESIDENTDate 07/14/2022**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.

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

<b>Suspension or Debarment Certificate</b>
--

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

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

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

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

Company Name: JOHN NERI CONSTRUCTION CO., INC.

Address: 770 W. FACTORY ROAD

City: ADDISON, IL Zip Code: 60101

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

E-mail Address: nneri@johnnericonstruction.com

Authorized Company Signature: Nicholas Neri

Print Signature Name: NICHOLAS NERI Title of Official: PRESIDENT

Date: 07/14/2022

Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**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.

*Nicholas Meri*  
Signature

NICHOLAS MERI, PRESIDENT  
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

## Village of Downers Grove – Wisconsin Ave Drainage Improvements (Project Number SW-080-20A)

**BID SUBMITTAL CHECKLIST**

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

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





# Village of Downers Grove

## Contractor Evaluation

---

Contractor: JOHN NERI CONSTRUCTION CO., INC

Project: Area 12 Hitchcock Ave. & Warren Ave. Stormwater Improvements

Primary Contact: Anthony Neri Phone: 630 629-8384

Time Period: October 2018 to April 2019

On Schedule (allowing for uncontrollable circumstances)  Yes  No

Provide details if early or late completion: Delay in project due to BNSF permitting for utility crossing. Crossing BNSF ROW moved to spring of 2019 at no fault of the contractor.

Change Orders (attach information if needed): None

Difficulties / Positives: Coordinated and worked well with staff and BNSF regarding permit and re-scheduling work as needed. Worked well with residents. Well experienced sewer crew.

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: Nate Hawk

Date: 12/2/2019