

VILLAGE OF DOWNERS GROVE

Report for the Village Council Meeting

3/12/2024

SUBJECT:	SUBMITTED BY:
Award of Contract - Curtiss St/Glenview Av Drainage Improvements SW-098	Scott Vasko Director of Engineering

SYNOPSIS

A motion is requested to award a contract for the Curtiss Street & Glenview Avenue Drainage Improvements to Concept Plumbing, Inc. of Palatine, IL in the amount of \$1,658,000.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2023 to 2025 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY24 budget includes \$1,500,000 in the Stormwater Fund for this project. The required additional funds are available in the Stormwater Fund.

RECOMMENDATION

UPDATE & RECOMMENDATION
This item was discussed at the March 5, 2024 Village Council meeting. Staff recommends approval on the March 12, 2024 Consent Agenda.

BACKGROUND

The intersection of Curtiss St and Glenview Ave has flooded numerous times, particularly during large storms and long-duration storms. The intersection is a depressional area and lacks an outlet for stormwater. The Village is often required to barricade the street and pump the water toward the creek. Due to the topography and utility conflicts, a gravity stormwater system is not feasible. In addition to storm sewer, the drainage improvement project includes installation of a pump station / storage, as well as a generator/hook up for the pump station, so that the Village will not need to have staff onsite during storms and so the intersection will not flood.

The scope of the project is the construction of approximately 430 feet of 24” and 30” storm sewer, the installation of a precast underground storage vault, installation of an operable pump station with wet well, water quality storm structure, valve vault, control panel and natural gas generator, and incidental pavement patching, sidewalk replacement and restoration within the project limits.

The Village partnered with the Downers Grove Park District earlier in the year to secure easements at 1931 Curtiss Street, a parcel owned by the Park District, to construct the underground storage vault, pump station and a portion of the storm sewer.

A Call for Bids (CFB) was issued and published in accordance with the Village’s Purchasing Policy. Ten bids were received by the due date of February 21, 2024. A synopsis of the bids is as follows:

Contractor	Base Bid
Concept Plumbing	\$1,658,000.00
Scanlon Excavating	\$1,791,001.50
H Linden & Sons	\$1,827,773.00
Swallow Construction	\$1,882,614.21
A Lamp Construction	\$2,221,778.50
Berger	\$2,297,538.75
Lenny Hoffman Excavating	\$2,469,918.76
Bolder Contractors	\$2,678,368.00
Martam Construction	\$2,697,855.50
John Neri Construction	\$2,867,363.00

Staff recommends award of the project to Concept Plumbing, Inc. While Concept Plumbing has not performed work recently in Downers Grove, their references from the Village of Libertyville, Village of Wauconda, and Village of Schaumburg on similar projects have indicated that they are equipped to handle a project of this scope.

ATTACHMENTS

Contract



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Concept Plumbing Inc.
- II. Instructions and Specifications:
- A. Bid No.: SW-098
 - B. DemandStar Bid No.: CFB-40-0-2024/BG
 - C. For: CURTISS ST/GLENVIEW AV DRAINAGE IMPROVEMENTS
 - D. Bid Opening Date/Time: WEDNESDAY, FEBRUARY 21, 2024 @ 11:30AM
 - E. Pre-Bid Conference Date/Time: WEDNESDAY, FEBRUARY 14, 2024 @ 11:30AM (OPTIONAL)
 - F. Pre-Bid Conference Location: PUBLIC WORKS FACILITY: 5101 WALNUT AVENUE, DOWNERS GROVE IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: WEDNESDAY, FEBRUARY 7, 2024

This document comprises 91 pages

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

BRIAN GILMORE
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-2453
FAX: 630/434-5495
www.downers.us

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CALL FOR BIDS – FIXED WORKS PROJECT

Bid No.: SW-098

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.

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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: BRIAN GILMORE, 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, e-mail, 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.

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2. BID PREPARATION

- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.
- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the Work, and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the Bid resulting from their 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

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Documents in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.

- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.
- 2.7 The 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

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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 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 their Bid and according to the plans and specifications in case the contract shall be awarded to them.
- 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

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for a period of ninety (90) days from the date set for the bid opening.

6. BID REJECTION

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

7. BIDDER COMPETENCY

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

8. BIDDER DISQUALIFICATION

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.

8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.

8.1.2 Evidence of collusion among Bidders.

8.1.3 Unbalanced Bids in which the prices for some items are substantially out of proportion to the prices for other items.

8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.

8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.

8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

8.1.8 Failure to submit a signed Bidder's Certificate stating the following:

8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and

8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by

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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 thereof.

10. AWARD OF CONTRACT

10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience, and ability to complete the project within time frame required - lowest responsible bidder).

10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

11. RETURN OF BID DEPOSIT

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

12. FAILURE TO ENTER INTO CONTRACT

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

12.2 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

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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 their 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 their Bid is accepted, and they fail to enter into a contract forthwith, they 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

- 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 they may submit their Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

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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.

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25. NONDISCRIMINATION

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

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

25.1.2 By submission of this Bid, the Contractor certifies that they are 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

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any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

- 27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 27.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 27.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 27.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 27.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

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27.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

28. DRUG FREE WORK PLACE

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

28.1.1 Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

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

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

28.1.2 Establishing a drug free awareness program to inform employee's 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 11.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

28.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of paragraph 11.1 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

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required by section 5 of the Drug Free Workplace Act.

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

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

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

30. PREVAILING WAGE ACT

30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

30.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, 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.

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- 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 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
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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 32.9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

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

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be *Primary and Non-Contributory*.

- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A.M. Best rating of no less than A-VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 32.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 33. INDEMNITY AND HOLD HARMLESS AGREEMENT**
- 33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep, and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs, and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.

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- 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 their obligation or change the terms of this Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

35. TERMINATION OF CONTRACT

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

36. BILLING AND PAYMENT PROCEDURES

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

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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).

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- 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

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requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition, or price increase in writing.

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

46. SEVERABILITY OF INVALID PROVISIONS

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

47. GOVERNING LAW 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%

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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.

52. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at www.downers.us/vss. The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state, and zip code; company's contact person's name, title, telephone number and email address. NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED.

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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, January 1, 2023 (collectively the “SSRBC”); 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 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the Standard Specifications are hereby suspended.

2. COOPERATION OF CONTRACTOR

2.1 The Contractor will be supplied with a minimum of two (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:

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3.1.1 PROJECT SAFETY. Add the following to Article 107.28:

- 3.1.1.1 The Contractor shall conduct their work in such a manner as to provide an environment consistent with the safety, health, and well being of those engaged in the completion of the Work specified in this Contract.
- 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and/or regulations of the Occupation Safety and Health Administration (OSHA) and Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.
- 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
- 3.1.1.4 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 Section 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

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

4. PROSECUTION AND PROGRESS

4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:

4.1.1 The Contractor shall schedule their work such that all improvements shall be complete by **Friday, November 1st, 2024**. 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 their 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

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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 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

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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 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

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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.

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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.

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SP-1 SCOPE OF WORK

The Curtiss-Glenview Drainage Improvements Project shall generally consist of the following:

- Construction of approximately 430 linear feet of 24" and 36" storm sewer.
- Installation of precast underground storage vault
- Installation of operable pump station with wet well, valve vault, control panel, and natural gas generator
- All other collateral work such as driveway replacements, sidewalk replacements and restoration.

SP-2 GENERAL CONSTRUCTION REQUIREMENTS

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

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.

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

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 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.

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SP-3 QUALIFICATIONS OF BIDDER

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

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

Illinois Works Apprenticeship Initiative

This project is subject to the requirements of the Illinois Works Apprenticeship Initiative of the Illinois Works Jobs Program Act, 30 ILCS 559/20-1 et seq. The goal of the Illinois Works Apprenticeship Initiative is that, for projects estimated to cost \$500,000 or more, apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. In order to be considered a responsible bidder, bidder must take part in an apprenticeship program that meets the requirements of the Illinois Works Apprenticeship Initiative. By submitting a bid, bidder agrees that the bidder shall submit monthly reports of its hourly workforce utilization including all apprenticeship hours to the Village on Illinois Works Apprenticeship Initiative Reporting Forms. If, at any point during the project, the bidder determines that it may not meet the apprenticeship goal for any prevailing wage classification, the bidder shall submit a request for a reduction or waiver of that particular goal, indicating why the goal may not be met. The bidder shall include all documentation supporting the request. The request for a reduction or waiver of the goal shall be reviewed pursuant to the standards identified in 30 ILCS 559/20-20(b).

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Bidders and their subcontractors must submit a certification to the Village and the State of Illinois demonstrating that the bidder or subcontractor has:

- (1) met the apprentice labor hour goals,
- (2) received a reduction or waiver pursuant 30 ILCS 559/20-20(b); or
- (3) not complied with the labor hour goals and did not receive a reduction or waiver pursuant to 30 ILCS 559/20-20(b).

It shall be deemed to be a material breach of the contract and entitle the Village to declare default, terminate the contract, and exercise those remedies provided for in the contract, at law, or in equity if the bidder or any of its subcontractors fails to submit the certification required by the Illinois Works Apprenticeship Initiative Act or submits false or misleading information.

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CERTIFICATION OF QUALIFICATIONS**Project Team**Project Manager: Todd GallienConstruction Supervisor: Art Somodji

Team Member (Optional): _____

Team Member (Optional): _____

☒ By checking this box, the bidder hereby certifies that it complies with all requirements of SP-3, and has provided detailed supporting information.

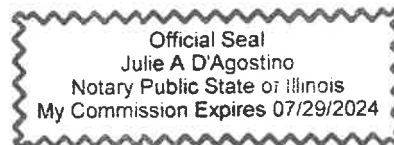


(Corporate Seal)

Signed by: *Mark J. Gallo*Title: PresidentName & Address: Concept Plumbing Inc.of Contractor 554 W. Wood Streetor Vendor Palatine, IL 60067

Subscribed and sworn to before
me this 21st day of February, 2024

Julie A. D'Agostino
Authorized Signature



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SP-4 CONSTRUCTION STAKING AND RECORD DRAWINGS

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

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

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

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

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

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

CONSTRUCTION STAKING AND RECORD DRAWINGS

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

SP-5 EROSION AND SEDIMENTATION CONTROL

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

All downstream ditches shall be protected from erosion and sedimentation by the installation of 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

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in the field by the Engineer.

Erosion and sedimentation control measures as indicated in the Erosion Control Plan, or as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site. All erosion and sedimentation control items must reference and be in accordance with the SWPPP standards and documentation. All contractors will be required to sign a document acknowledging this procedure. Any specific work done by each Contractor must comply with any SWPPP regulations. If erosion control items are deemed by the Engineer to not be in compliance and need to be replaced or repaired due to construction activities of each Contractor following the installation of initial erosion and sediment control items, these items shall be incidental to each Contractors' overall contract work.

Perimeter Erosion Barrier: Work shall consist of supplying, placement, maintenance, and removal of compost filter socks as shown on the plans or as directed by the Engineer.

Inlet Filters: Work shall consist of supplying, installing, maintaining/cleaning, and removal of inlet filters as shown on the plans or as directed by the Engineer. Inlet filters shall be ADS FLEXSTORM CATCH-IT IL Inlet Filters, or approved equal.

Basis of Payment: This work will be paid for at the contract **FOOT and EACH** price, respectively, for:

PERIMETER EROSION BARRIER

and

INLET FILTERS,

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

SP-6 PRECONSTRUCTION VIDEO

Description: This work shall consist of furnishing all materials and labor required to perform a video 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 video shall be furnished to the Owner separately on two (2) flash drives in a format approved by the Owner. The video recording shall be performed by a reputable company meeting the approval of the Owner, in the presence of a representative of the Owner, and shall be performed prior to the commencement of construction. The video 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:

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PRECONSTRUCTION VIDEO,

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

SP-7 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

Description: This item shall include the furnishing, installing, maintaining, relocating, and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. 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.

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 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 their operations in a manner such that traffic flow shall not be

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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.

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

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

TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS,

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

SP-8 STREET SWEEPING AND DUST CONTROL

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

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

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

STREET SWEEPING AND DUST CONTROL,

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

SP-9 ACCESS AND WATER SHUT-OFF NOTIFICATION

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

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

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

SP-10 PARKWAY RESTORATION, SOD, SPECIAL

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

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

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

In areas where driveways are to be removed but not replaced, at least 4" of topsoil shall be provided within the removed driveway pavement cross-section. Any additional topsoil necessary to install the sod at existing grades is incidental to this pay item.

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

All placement of sod shall meet the requirements of Sec. 252 of the Standard Specifications.

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

PARKWAY RESTORATION, SOD, SPECIAL,

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

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

SP-11 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.

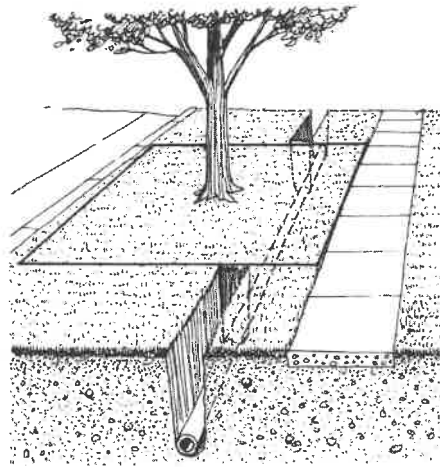
Tree protection shall include avoiding damage to the above ground tree branches and trunk, and the below ground root system and surrounding soil. Tree crowns and trunks shall not suffer any branch or bark loss. Roots shall be protected from compaction, storage of materials, severing, regrading of the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

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



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

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

Projects that require fencing (listed above) shall fence the public parkway trees with six (6) foot high chain link construction fence secured to metal posts driven in the ground which are spaced no further than ten (10) feet apart. The dimensions of the fence shall depend on the tree diameter size and shall follow the table listed for the CRZ above, or as large as practical dependent on

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driveways and other field conditions. The fenced rectangle shall have three (3) sides with the opening facing the adjacent residences for easy access for mowing or tree care. Under no circumstances shall any items be stored within the fence. All fence shall be maintained daily in an upright good condition. The size and location of all fencing shall be shown on the project plan sheets.

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

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

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

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

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

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

TREE PROTECTION,

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

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SP-12 TREE PRUNING

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

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

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

TREE PRUNING

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

SP-13 TREE ROOT PRUNING

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

Approval by the Village Forester of the equipment to be used for root pruning, as well as the proposed path of the root pruning work, is required prior to the work being performed. The Engineer or his representative shall permit no excavation until written approval is obtained by the Contractor from the Village Forester. No materials or equipment may be stored or kept in the Tree Protection Zone. Tree damage, as determined by the Village Forester, shall be assessed to the Contractor using the most recent edition of the Guide for Plant Appraisal, published by the International Society of Arboriculture.

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

TREE ROOT PRUNING,

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

SP-14 BRUSH AND BUSH REMOVAL

Description: This work shall consist of furnishing all labor and equipment for removal of brush and bushes shrub at the location shown on the plans in accordance with the applicable portions of Section 201 of the Standard Specifications. Bushes will be replaced in place and in kind and considered incidental to the contract.

Basis of Payment. This work will be considered clearing per Article 201.10(a) and will not be measured for payment.

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SP-15 CHAIN LINK FENCE TO BE REMOVED AND RE-ERECTED

Description: This work shall consist of furnishing all labor and equipment for removal and re-erection of chain link fence at the location shown on the plans in accordance with the applicable portions of Section 664 of the Standard Specifications.

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

CHAIN LINK FENCE TO BE REMOVED AND RE-ERECTED,

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

SP-16 TEMPORARY BITUMINOUS PATCH

This item shall be used at locations where storm sewer installation is not complete, but the trench must be patched due to weather, high vehicular traffic concentrations, or the direction of the Engineer. In these locations, three (3) inches of 'Asphalt Cold Patch', placed and compacted in one lift, shall be placed on the compacted CA-6 sub-base. This pavement shall be placed against a prepared saw-cut pavement. The surface of the finished patch shall be even with the existing finished pavement. Areas of pavement to be opened after November 15th shall be done so only with the approval of the Engineer. The maximum width paid for this item, shall be the maximum pavement replacement width permitted by the Standard Specifications for Water and Sewer Construction in Illinois, or as otherwise directed by the Engineer.

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

TEMPORARY BITUMINOUS PATCH,

which price shall include all labor, material, and equipment necessary for furnishing, placing, maintaining, removing and disposing of the asphalt patching material surface used in the construction of temporary road surfaces. This item shall also include the maintenance of the temporary pavement.

SP-17 TEMPORARY SURFACE OVER TRENCH – (AGGREGATE)

Description: This work shall consist of construction, maintenance, and removal of an aggregate surface course for temporary roads and approaches as specified in Section 107.09 of the SSRBC. The depth of the temporary surface over trench shall equal the depth of the adjacent existing pavement.

Construction Requirements:

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

Materials:

Aggregate used for temporary access shall be of CA-6 gradation and shall meet the requirements

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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-18 AGGREGATE SHOULDERS, TYPE B

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

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

The contractor shall install the aggregate shoulders such that the surface of the shoulder shall be one eighth inch (1/8") below the line of the cross slope of the finished road surface as it extends through the shoulder. The contractor will be required to place a straight-edged tool on the finished surface of the road and extend it at least 2' beyond the edge of pavement to ensure the aggregate shoulder is not placed above the line created by the road cross-slope. Installation of the aggregate shoulder in this manner may require hand placement and compaction, of which all labor and material required shall be included in the unit price for this item.

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

AGGREGATE SHOULDERS, TYPE B,

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

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SP-19 HOT-MIX ASPHALT DRIVEWAY REMOVAL & REPLACEMENT, 3"

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

The replacement of the driveways shall consist of preparing a subgrade at all required locations, shaping of slopes adjacent to the driveways, the placement and compacting of six inches of CA 6 Aggregate Base, and the placement and compacting of three inches (3") of Hot-Mix Asphalt Surface, Mixture D, N50 (IL 9.5). Areas of driveway removal without replacement indicated on the plans shall remove the full depth of the aggregate subbase of the driveway.

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

Where the edges of the new driveway pavement are exposed adjacent to the parkway, the edges shall have a neat forty-five (45) degree angle bevel shaped, compacted and tamped tight by mechanical and/or hand methods.

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

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

DRIVEWAY REMOVAL and HOT-MIX ASPHALT DRIVEWAY, 3"

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

SP-20 PORTLAND CEMENT CONCRETE SIDEWALK

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

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

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

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

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

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

P.C.C. SIDEWALK, 5 INCH and P.C.C. SIDEWALK, 6 INCH

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

SP-21 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.

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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 by vibratory plate or other approved mechanical device.
6. Coring into existing drainage structures where connections are called for on the plans.
7. Sawcutting of pavement and/or curb and gutter.

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

STORM SEWERS (CLASS, MATERIAL, SIZE SPECIFIED),

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

SP-22 DETECTABLE WARNINGS

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

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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 Director of Engineering (or their designee).

Detectable Warnings shall be:

- 1) Access-Tile Cast-In-Place Replaceable,
 - 2) Tuff Tile Wet-Set Replaceable Tile,
- or equivalent equal.

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

DETECTABLE WARNINGS,

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

SP-23 MANHOLES, CATCH BASINS, AND INLETS (SIZE AND TYPE SPECIFIED)

This work shall consist of the installation of precast concrete drainage structures with a cast-in, clamp-on type flexible boot meeting ASTM C923 requirements, 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, bedding, supplying and compacting of backfill materials. Backfill materials for new structures shall be CA-6 aggregate mechanically compacted. Unless otherwise specified, all manholes, catch basins, and inlets shall be their respective Type A design with cast-in-place, clamp-on type, flexible rubber boot(s).

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 (2) inches 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.

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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, frames shall be heavy duty Type 1 with either Type B closed lids or Type 11 frame and grates.

This work will be paid for at the contract unit price per **EACH** for:

MANHOLES, CATCH BASINS, and INLETS (SIZED AND TYPE SPECIFIED),

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

SP-24 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.

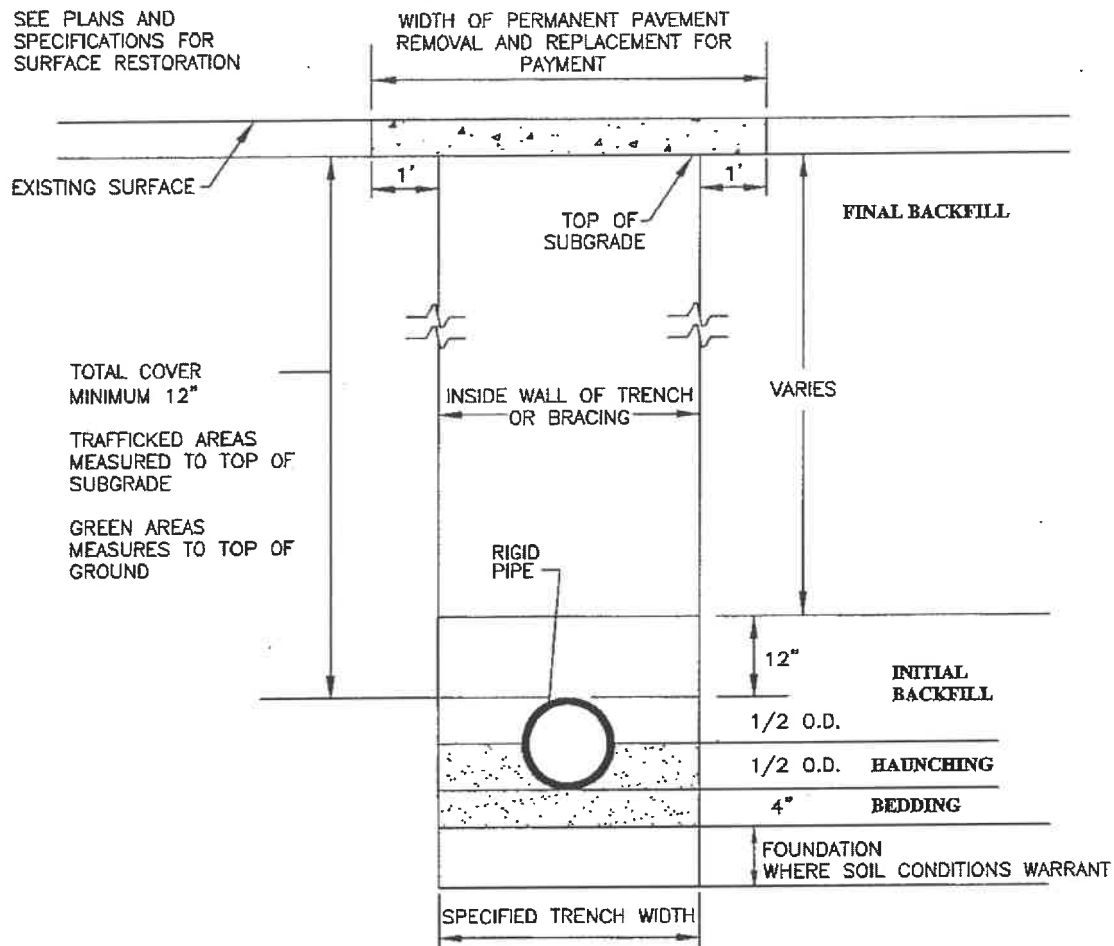
Materials: Trench Backfill, as defined in the Water and Sewer Specs, shall consist of Final Backfill, Initial Backfill, Haunching, and Bedding (see detail within this special provision). Allowable aggregate gradations, as defined in Sections 1003 and 1004 of the SSRBC, shall be as follows:

- 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.

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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 their 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.

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SP-25 IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

If construction activities will result in removal and disposal of excavation spoils, per Illinois Public Act 96-1416 and the Illinois Environmental Protection Agency, soil sampling and analysis, along with certification from a licensed professional engineer (PE) or licensed professional geologist (PG) that the soil is uncontaminated, will be required prior to clean construction and demolition debris (CCDD) facility acceptance. However, if the subject property has never been used for industrial or commercial purposes, and is not adjacent to Potentially Impacted Properties (PIP's), then the site owner or operator may certify that the soil is uncontaminated by use of IEPA form LPC-662.

To facilitate meeting the above requirements, the Village will supply a signed LPC-663 or LPC-662 form. Neither the LPC-663/662, nor the report shall be considered a guarantee that excavated material shall meet the requirements of Illinois Public Act 96-1416, and the Contractor shall be responsible for satisfactory removal and disposal of all material as specified herein. No additional environmental testing of the existing on-site material may be performed without prior written permission from the Engineer. In the event that Contractor performs any additional testing without the written permission of the Engineer, Contractor will be required to properly and legally dispose of all material from the project site, regardless of its suitability for disposal in a CCDD facility, at his own expense, without any additional payment for testing, hauling and disposal as specified below.

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

- Reliable Lyons CCDD, 4226 Lawndale Ave, Lyons, IL 60534
- Hanson Material Service, 125 N Independence Blvd Romeoville, IL 60446
- Bluff City Materials, 1245 Gifford Rd, Elgin, IL 60120
- Vulcan Materials, 5500 Joliet Rd, McCook, IL 60525
- Heartland Recycling Aurora CCDD, Mettel Rd, Aurora, IL 60505

Contractor shall consult with these facilities prior to submitting a bid for this project. Contractor shall base his bid on hauling all CCDD generated by this project to these facilities. No additional compensation will be allowed for hauling to any other facilities, for any reason, unless none of the above listed facilities will accept the material. If an alternate facility was approved by the Village prior to bid submittal, and that facility will no longer accept the material, the facilities listed above shall be used by the Contractor at no additional cost to the Village, unless none of the above facilities will accept the material. In the case where neither any of the above listed facilities, nor a pre-approved alternate facility, will accept the material, the Village and Contractor shall attempt to locate an alternate facility, unless the material is classified as unsuitable for disposal in a CCDD facility, in which case it shall be hauled to a landfill and paid for as specified below. Should the Contractor wish to haul material to an alternate facility, the name, location and contact information for the proposed facility shall be submitted to the Village for evaluation, a minimum of five (5) calendar days prior to submission of a bid. Any costs associated with additional sampling, analysis, and/or reporting to meet the acceptance requirements of the alternate facility shall be borne by the bidding Contractor and included within the Contractor's bid. By submitting a bid, Contractor agrees that at least one (1) of the above listed facilities, or an alternate facility approved

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by the Village in writing prior to the submission of the bid, will accept the material and shall be used for disposal of all CCDD from this project, unless otherwise determined to be non-hazardous special waste as specified below. In the event that the Contractor needs to alter the CCDD facility used for placement of excavated material, the Contractor shall notify the Engineer no later than three (3) days in advance of the planned alteration. In no event shall material be hauled to an alternate facility without the written permission of the Engineer.

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

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

The Contractor shall employ a licensed testing firm, as approved by Engineer, to screen each truck-load of material on-site, using a PID or FID field screen or other acceptable method. The PID shall be calibrated on a daily basis. The Contractor shall enter all truck-loads leaving the site into an on-site screening log including, but not limited to, project name, date, time, weather conditions, name of screener, hauling company, truck number, screening method, background PID reading, calibrated PID reading, truck/bucket PID reading, and description of materials screened. Each day prior to the first truck leaving the site, Engineer and Contractor's testing consultant shall agree on the allowable PID reading in accordance with the receiving CCDD facility procedures (typically 0.0 or daily background levels). The receiving CCDD facility may be consulted daily, or periodically, as needed to verify that the appropriate value is being used. If said screen indicates levels that will be unacceptable for disposal at the CCDD facility, the material shall be quarantined on-site for further evaluation. If material is rejected at the CCDD facility, it shall be returned to the project site and quarantined for further evaluation. No additional compensation shall be allowed for returning a rejected load back to the project site, or any other additional hauling, loading, unloading, etc, as may be required. Should it be determined by the Village or Village's agent that the material is not suitable for disposal in a CCDD facility, the Contractor shall be responsible for properly disposing of the material at an acceptable landfill, and providing the Village with all of the proper paperwork to document the material disposal with the IEPA. This work shall be paid for as specified below. If a truck-load is rejected by a CCDD facility after leaving the project site, and said truck-load is not identified in the on-site screening log, the Contractor shall still be required to properly dispose of the material and provide the Village with the necessary documentation, but shall not be additionally compensated as specified below.

All additional work to satisfy these requirements shall be the responsibility of the Contractor. All costs associated with meeting these requirements shall be paid for as specified herein. These costs shall include but are not limited to all required testing, lab analysis, and certification by a licensed professional engineer (PE) or licensed professional geologist (PG), if required, in addition to the

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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-26 UNDERCUTTING FOR UTILITIES

Description: This work shall consist of the excavation and disposal of unsuitable material during the construction of proposed utilities and backfilling with compacted CA-7. This work shall only be performed at the locations identified on the plans or designated by the Engineer. The Contractor shall notify the Engineer before commencing the work in order to permit accurate measurements. Any undercut and backfill performed before measurements have been made will not be paid for.

Method of Measurement: This work shall include all excavation required to remove unsuitable material as directed by the Engineer, except those portions paid for as pavement removal and/or combination concrete curb and gutter removal.

Basis of Payment: The excavation, disposal and replacement of unsuitable material from utility trenches will be paid for at the contract unit price per **CUBIC YARD** for:

UNDERCUTTING FOR UTILITIES

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

SP-27 EXPLORATORY TRENCH, SPECIAL

Description: 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 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

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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-28 WATER SERVICE REPLACEMENT

Description: All 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

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FCD202, or Ford FS323. The roadway key stop shall be Ford B44, with a buffalo style size 100E (6') or 94E (5') service box. Only cast iron buffalo style boxes and lids will be allowed. The roadway 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 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-29 ADJUSTING SANITARY SERVICE LINES

Description. This work shall consist of adjusting (replacing) sanitary service lines required where the proposed storm sewer is in direct conflict with the existing sanitary service line in accordance with Section 563 of the Standard Specifications and as specified herein, with the exception that adjustments (replacements) shall be constructed in addition to the "Sewer and Water Specs" per the Downers Grove Sanitary District's specifications for sewer construction, and that this item will be paid for per EACH adjustment. **Excavation, removal of excavation from site, support of trenches, material (pipe, fittings, etc.), trench backfill, compacting of trench backfill, and all other items required to perform the work will be considered incidental. NO SANITARY ADJUSTMENT SHALL BE BACKFILLED UNTIL INSPECTED AND APPROVED BY A REPRESENTATIVE**

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OF THE DOWNERS GROVE SANITARY DISTRICT (630-969-0664). 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-30 RELOCATE EXISTING MAILBOX

Description: This work shall consist of removing existing mailboxes and installing them at locations approved by the post office. It is the responsibility of the Contractor to coordinate their work with the post office.

Basis of Payment: This work will be paid for at the contract unit price per **EACH** for RELOCATE EXISTING MAILBOX, which price shall include furnishing the wood post and installing the box to the satisfaction of the Engineer.

SP-31 FIRE HYDRANTS TO BE ADJUSTED

Description: This work shall consist of vertical adjustment of fire hydrants as indicated by the plans. This work shall follow all applicable portions of Section 561 of the Standard Specifications and also in accordance with the Standard Specifications for Sewer and Water Construction in Illinois, latest edition.

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

FIRE HYDRANTS TO BE ADJUSTED,

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

SP-32 DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED

Description: This work shall consist of vertical adjustment of domestic water service boxes as indicated by the plans. This work shall follow all applicable portions of Section 561 of the Standard Specifications and also in accordance with the Standard Specifications for Sewer and Water Construction in Illinois, latest edition.

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

DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED,

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

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SP-33 TRIPLEX STORMWATER PUMP SYSTEM

GENERAL

Furnish and install a Triplex Metro-Rail System as manufactured by the Metropolitan Pump Company, Romeoville, Illinois. The system shall include two submersible pumps, with sealing flanges, discharge elbow, upper and lower guide rail supports, lifting handle, pump lifting chains with hooks, access frame with covers and wiring bracket. Only two submersible pumps are to be supplied as part of this contract, but other necessary appurtenances are to be provided as part of this contract for a third future backup pump, including control panel items, as shown on the drawing. The controls shall be housed in a NEMA-3R, weatherproof, painted steel pad mounted traffic box enclosure with the Nema 1 automatic transfer switch and in place generator set. The structure and dimensions are to be as shown on the drawing.

WET WELL AND VALVE VAULT

General:

A concrete wet well basin and external valve vault shall be supplied by the contractor. The wet well shall have an inside diameter of 12 feet 0 inches and an inside height as shown on the plan drawings. The valve vault shall be as shown on the drawings. It shall also have a sump pit with steel grate, and GFI outlet for use with the sump pump. The access frame and hinged covers shall be cast into each basin top. Pump base elbows shall be bolted to basin bottom. Discharge piping from pump bases shall be mounted in the basin and extended through the basin wall.

Piping:

Piping in the basin shall be 12 inch ductile and shall terminate with a flange outside the basin wall for connection to the valves in an external valve vault. The valve vault shall include three (3) 12" full body check valves with outside lever and spring and three (3) 12" plug valves. Inlet or inlets into basin shall be grout sleeves for 36" inch inlet pipe. The pump guide rails shall be 3" stainless steel pipe. Intermediate guide rail supports shall be used if basin is more than 15 feet deep. Lift station discharge pipe shall be plain steel pipe.

Metal-To-Metal Rail System:

The MTM rail system shall include a discharge base elbow, sealing flange with rail guide, upper guide bracket, stainless steel lifting chain, and stainless steel guide rails.

The discharge base elbow shall have mounted directly on the sump floor and sized according to the plans. It shall have a standard 125 lb flange, with machined face. The design shall be such that the pump to discharge connection is made without the need for any nuts, bolts, or gaskets. The base elbow shall also anchor two (2) 3" stainless steel guide rails.

The sealing flange/rail guide bracket shall be mounted on each pump discharge. It shall have a machined mating flange which matches the base elbow discharge connection. Sealing of this discharge connection shall be accomplished by simple linear downward motion of the pump culminating with the entire weight of the pumping unit supported entirely by the base elbow.

The upper guide bracket shall align and support the two guide rails at the top of the sump. It shall bolt directly to the hatch frame and incorporate an expandable rubber grommet.

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Each pump shall be provided with a stainless steel lifting chain, and be of sufficient length to extend from the pump to the top of the wet well. The access frame shall provide a hook to attach the chain when not in use. The lifting chain shall be sized according to the pump weight.

Access Frame and Cover (Wet Well & Valve Vault):

Four single door access frame assemblies supplied for the wet and valve vault. Access frame and covers shall be fabricated of aluminum, bolted to basin. Frame shall support guide rails and electrical wiring bracket. A separate hinged cover shall be provided for each pump. Cover shall be provided with lifting handle and safety latch to hold cover in the open position. Locking hasps shall be furnished for each cover.

Fall-Through Prevention System (Safety Grate):

The wet well and valve vault access openings shall be fitted with a permanently installed fall through prevention SAFETY GRATE for access to the opening below. The system shall be Hatch Safety Grate as manufactured by USF Fabrication, Inc., or equal. The system shall consist of the following components:

- * Hatch Safety Grate rotates 90 degrees.
- * Safety Grate designed for 300 p.s.f. loading.
- * Hold Open Rods
- * Aluminum Grate has an OSHA safety orange finish
- * Hardware components are made of stainless steel to resist corrosion.

SUBMERSIBLE PUMPS

General:

Each pump shall be of the sealed submersible type KSB Model KRT K 200. Pump shall be capable of handling unscreened storm water with multi-vane impellers. The impellers shall be of grey cast iron construction, class 35B. Pump casing shall be fitted with grey cast iron wear ring. Pump shall have two mechanical seals. Pump motor shall be air filled and shaft shall be of stainless steel. Pump shall be a standard production pump with attached rail guides and discharge lifting loads will come on the guide supports and not on the pump or motor housing. A lifting chain and hook shall be supplied for each pump. Each pump motor will be provided with heat sensing units which shall trip the starter if the motor overheats. Seal chamber shall be fitted with an electrode probe to detect water in the seal chamber.

Power Cord:

The power cable entry into the cord cap assembly shall first be made with a compression fitting. Each individual lead shall be stripped down to bare wire, at staggered intervals, and each strand shall be individually separated. This area of the cord cap shall then be fitted with an epoxy compound potting which will prevent water contamination to gain entry even in the event of wicking or capillary attraction. There shall be an additional epoxy compound potting area separating the motor housing from the cord cap assembly for added protection.

Operating Conditions:

Each pump shall have a capacity of 2,244 GPM @ 16' TDH when operating at 1184 RPM. (Two pumps operating together to achieve 4488 GPM with third pump as back up). Pump motor shall 15 HP, 1184 RPM, 3 PH, 60 Hz, 460 VOLTS.

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Wiring Bracket:

A stainless steel wiring bracket shall provide cord grip holders for the pump cords and the control cords. All cords shall extend from bracket through conduit to control box. No splices shall be made in the wiring. Continuous cords must be used from control panel to pumps and controls. Wiring bracket shall be fastened to access frame.

ELECTRICAL/CONTROL EQUIPMENT

This section of the specifications covers acceptable materials and methods for installation of the sewage pump control system including the following components:

- Traffic Box Enclosure (Steel Painted Green)
- PLC-based Pump Control Panel
- Three Variable Frequency Drives
- Instrumentation for Level controls.
- Automatic Transfer Switch (provided with generator set)
- Provide adequate DIN rail space for SCADA cellular router installation within Pump Control Panel (to be provided by Concentric Integration)
- MIMO antenna to be mounted on top of traffic box enclosure (to be provided by Concentric Integration)

The manufacturer shall assume “Unit Responsibility” for the complete control package. The manufacturer shall be responsible to provide all controls and appurtenances required for a fully functional system. In order to ensure compatibility and overall system function it is the intent of this specification that all components specified herein be supplied by a single vendor.

The equipment shall be as manufactured and furnished by Metropolitan Industries, Inc. Romeoville, IL.

Traffic Box Enclosure (Painted Steel Green):

The triplex control panel and all of the associated equipment mentioned in this section shall be mounted in a NEMA 3R painted steel green, pad-mounted, free standing, weather-protected, vandal-resistant, main enclosure. The traffic box shall include a light within the enclosure and insulation and temperature controlled. An automatic transfer switch shall be included with the traffic box. The enclosure doors shall be lockable and provided with locking arms on each door. Utility metering, main local disconnect shall be supplied by contractor and located outside the traffic box enclosure.

Triplex Pump Control Panel Construction

The triplex control panel shall have a NEMA-1 enclosure with inside sub panel to protect electrical equipment. The enclosure shall be constructed of 16 gauge steel and finished with ANSI 61 gray polyester powder coat inside and out and shall be located in a NEMA 3R pad mounted painted steel traffic box enclosure. A lock hasp shall be provided on outside door of the traffic box. Each pump shall also come equipped with a VFD, including 3-leg overload protection. All of the pilot-devices, operators, interfaces and indicators shall be installed on the face of the door, to accommodate the operating personnel, as listed:

- A door-interlocked main power disconnect-switch;

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- An integral color touch-screen operator interface panel.
- A 3-position control-mode selector switch.
- A Hand-Off-Automatic selector switch for each pump.
- A Pump-Running indicator-light for each pump.
- A Seal-Failure indicator-light for each pump.
- A Motor-Over-Temperature indication.
- An Elapsed-Time-Meter for each pump.

A terminal strip shall be provided for connecting pump and control wires. The panel shall include a GFI convenience outlet. The PLC shall include a DC power supply with battery back-up. The enclosure shall be protected from condensation through the use of a pre-wired thermostatically-controlled 30-watt anti-condensation heater. The control components shall be mounted on a 12 gauge painted steel subpanel. Individual electrical components shall be mounted in accordance with the manufacturer's recommendations. Wiring within the enclosure shall be run through plastic wiring duct or tied and bundled to prevent strain and abrasion. All customer connections shall be wired to individually numbered terminals and wires shall be numbered at both ends for ease of trouble shooting. The control panel manufacturer shall be listed with underwriters laboratories under UL508 (type I) listing category for the manufacture of control equipment. The control panel shall contain UL listed components wherever practical. The entire control panel assembly shall be approved by UL and labeled to that effect.

Integrated Level-Management Pump Control System

Furnish a Metropolitan LMS-II microprocessor based electronic Level-Management operational control system within the control panel. The level-management system shall be furnished as a complete factory assembled unit requiring only field installation and required electrical and sensor connections. The level-management system shall sequence the pumps automatically, in response to changing wet well levels. The control system shall be a complete automatic control package consisting of pump sequencing logic, operator interface terminal, and discreet operator controls. The system shall operate completely unattended, and shall provide annunciation of abnormal conditions. The entire assembly shall be completely pre-wired and function-tested at the factory prior to shipment.

The LMS-II shall receive an analog signal proportional to the level in the wet-well and sequence the pumps as required in order to maintain the desired level set-point. The level management system shall provide totally automated sequencing of the pumps. The LMS-II shall be easily configured for pump-down applications. The analog input shall be provided for wet well level reference, via(1) submersible transducer provided with cords which shall be 50-foot long, or longer if required by jobsite conditions. All cords must extend the entire distance from the transducers to the control panel terminals, without junction boxes or splices. The input signals shall be 0-5 vdc scalable or 4-20 mA. The transducer shall serve as the primary level-sensor and a float back up system shall serve as a fail-safe secondary unit.

The level management system shall alternate the lead pump after each cycle. The LMS-II shall alternate each available pump, as scheduled by the operator's preference. Pumps which are faulted or out of service shall automatically be omitted from the alternation scheme. The operator shall also be capable of manually selecting the lead pump.

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The wet well level shall be displayed on the controller's color touch-screen operator interface terminal. Each pump and alarm set point shall also be displayed accordingly. Pump-on and pump-off set points shall be independently adjustable providing true differential level control. All set points shall be adjusted via the LMS-II operator-interface color touch-screen.

The programmable logic controller (PLC) shall include integral processor, power supply, input and output circuits and communications ports. This specification requires the use of a non-proprietary, commercially available PLC and touch screen operator interface device. Universal, proprietary controllers and/or displays with separate function buttons, indicators and complex multi-level function trees will not be considered equal or acceptable. A built in real time clock shall provide reference for time based control applications. The unit shall include a memory module for backup and portability of user program. Processor on board memory shall be non-volatile. The unit shall provide a minimum of 4K user program space, 4K user data space, 128K data logging and up to 64K for recipe. The processor shall function as specified over an ambient temperature range of -4°F to +140°F with a relative humidity up to 95%, non-condensing. The PLC shall be UL listed for industrial control equipment. To facilitate inter-connectivity the PLC shall include two communications channels, an isolated RS-232/485 communication port and an Ethernet/IP port.

The operator interface panel shall show system status, and shall provide the operator with convenient soft screen touch keys for the entry of pass codes, set points, and commands. Screen menu keys shall produce instructional screens that will guide the operator in set point entry and alarm diagnosis. Multi-level password protection shall be available to prevent unauthorized set point changes. All information displayed on the screen shall be in plain English and simple graphic representations of the system components. An alarm log shall be provided at the operator interface. This screen shall allow the user to view a summary of a minimum of 20 alarm occurrences. The screen shall show the time and date at the onset of the alarm.

The operator interface shall consist of an 800 x 600 pixel, color transmissive, TFT active matrix LCD with backlight. The viewing area shall be a minimum of 5.55" x 4.16". The touch panel shall be sealed from dirt & moisture and shall not exhibit parallax within the viewing angle.

Statistical Display Screen:

- Pump Status (Off/Running/Alarm) (Each Pump)
- Pump Running Hours (Each Pump)
- Wet-Well Level
- Alarm Conditions
- Transducer Failure

Set-Point Screens:

- Level Set-Points
- Alarm Set-Points

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High Water Alarm:

A high water alarm light shall be supplied for mounting on the control box. Alarm light shall glow bright and flash under alarm conditions. Alarm light shall have reset button. In case of power failure, alarm light shall be powered by a gel-cell battery.

SCADA

Concentric Integration to furnish, install, and integrate the SCADA system within the control panel at Metropolitan Industries' facility in Romeoville, IL per the following specifications:

- Ingrate the Curtiss and Glenview Pump Station into the Village's existing Ignition SCADA system
- Metropolitan Industries to provide Concentric Integration with Excel spreadsheet detailing the PLC tag registers for SCADA to read/write data from.
- Develop Station Overview Graphic that displays the following station status:
 - Pump Status (Off/Running/Alarm) for each pump
 - Pump Running Hours for each pump
 - Pump Lead/Lag/Standby Status
 - Wet-Well Level with historical trend
- Develop Pop-Up Screen(s) that contain the following user adjustable setpoints:
 - Wet Well Level Pump Start/Stop Setpoints
 - Pump Lead/Lag/Standby Assignments
 - Pump Hand/Off/Auto
 - Alarm Setpoints
- Add station alarms to the Village's existing Storm Station alarm pipeline
- All graphics shall adhere to the Village's SCADA Graphic Style Guide.
- Desktop and Mobile versions of the SCADA displays above shall be created.

This system shall be supplied, installed, and supported by Concentric Integration

VARIABLE FREQUENCY DRIVES

The drive package as specified herein and defined on the drive schedule shall be enclosed in a UL Type enclosure.

The drive shall provide full rated output from a line of +10% to -15% of nominal voltage across an ambient temperature range of -15 to 40° C (5 to 104° F).

All drives shall utilize the same Advanced Control Panel (keypad) user interface. (Plain English text)

The display shall be in complete English words for programming and fault diagnostics.

Safety interlock and run permissive status shall be displayed using predetermined application specific nomenclature, such as:

Damper end switch or vibration trip. Customized terms, such as: AHU-1 End Switch or CT-2 Vibration shall also be available.

The control panel shall include at minimum the followings controls:

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Four navigation keys (Up, Down, Left, Right) and two soft keys.
 Hand-Off-Auto selection, Fault Reset, and manual speed control.
 A Help key shall include assistance for programming and troubleshooting.
 There shall be a built-in time clock in the control panel with 10-year battery backup.

I/O Summary display with a single screen shall indicate and provide:
 The status/values of all analog inputs, analog outputs, digital inputs, and relay outputs.
 The function of all analog inputs, analog outputs, digital inputs, and relay outputs.
 The ability to force all inputs and outputs to either a high, low, or specific value.

The drive shall automatically backup parameters to the control panel. The drive shall allow two additional unique manual backup parameter sets to be stored.

The control panel shall be removable, capable of remote mounting.

The drive shall be able to support a Bluetooth Advanced Control Panel. The Bluetooth control panel shall be FCC and QDL (Qualified Design Listing) certified.

A free app (iOS and Android) shall replicate the control panel on a mobile device or tablet. The control panel's programming and control functionality shall function on the device. Customizing text, such as AHU-1 End Switch, shall be supported by the device's keyboard.

Bluetooth connectivity shall allow uploading, downloading, and emailing of parameters.
 Bluetooth connectivity shall include two pairing modes: Always discoverable with a fixed passcode, and manual discovery with a unique generated passcode every pairing.

All drives shall have the following hardware features/characteristics as standard:
 Two (2) programmable analog inputs, two (2) programmable analog outputs, six (6) programmable digital inputs, and three (3) programmable Form-C relay outputs.

The drive shall include an isolated USB port for interface between the drive and a laptop.

An auxiliary power supply rated at 24 VDC, 250 mA shall be included.
 At a minimum, the drives shall have internal impedance equivalent to 5% to reduce the harmonics to the power line. 5% impedance may be from dual (positive and negative DC link) chokes, or AC line reactor. Drives with only one DC link choke shall add an AC line choke integral to the drive enclosure. Reference the drive schedule to determine if additional harmonic mitigation is required for the system to comply with IEEE 519-2014.

The drive shall have variable speed primary cooling fans.

The overload rating of the drive shall be 110% of its normal duty current rating for 1 minute every 10 minutes, 135% overload for 2 seconds every minute.

The input current rating of the drive shall not be greater than the output current rating.
 Circuit boards shall be coated per IEC 60721-3-3; Chemical gasses Class 3C2 and Solid particles

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Class 3S2.

Coordinated AC transient surge protection system consisting of 4 MOVs (phase-to-phase and phase-to-ground), a capacitor clamp, and internal chokes. The MOVs shall comply with UL 1449 4th Edition.

The drive shall include a robust DC bus to provide short term power-loss ride through. An inertia-based ride through function should help maintain the DC bus voltage during power loss events. Drives with control power ride through only, are not acceptable.

All drives shall have the following software features as standard:

A Fault Logger that stores the last 16 faults in non-volatile memory. The most recent 5 faults save at least 9 data points, including but not limited to: Time/date, frequency, DC bus voltage, motor current, DI status, temperature, and status words.

An Event Logger that stores the last 16 warnings or events that occurred, in non-volatile memory. Events shall include, but not limited to: Warning messages, checksum mismatch, run permissive open, start interlock open, automatic reset of a fault, power applied, auto start command, auto stop command, modulating started, and modulating stopped.

Programmable start method. Start method shall be selectable based on the application and function even if the motor was freewheeling in the reverse direction: Flying-start, Normal-start, and Brake-on-start.

Programmable loss-of-load (broken belt / coupling) indication. This function to include a programmable time delay to eliminate false loss-of-load indications.

Motor heating function to prevent condensation build up in the motor. Motor heating adjustment, via parameter, shall be in “Watts.”

There shall be a run permissive circuit for damper or valve control.

Four separate start interlock (safety) inputs shall be provided. The control panel will display the specific safety(s) that are open.

The drive shall include a switching frequency control circuit that reduces the switching frequency based on actual drive temperature. It shall be possible to set a minimum and a target switching frequency.

The ability to automatically restart after non-critical faults.

PID functionality shall be included in the drive.

Drive shall be compatible with an accessory that allows the control board to be powered from an external 24 VDC/VAC source.

A computer-based software tool shall be available to allow a laptop to program the drive. The drive shall be able to support programming without the need for line voltage. All necessary power shall be sourced via the laptop USB port.

The drive shall include a fireman’s override mode.

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Security Features

The drive manufacture shall clearly define cybersecurity capabilities for their products. The drive shall include passcode protection against parameter changes. There shall be multiple levels of passcode protection including: End User, Service, Advanced, and Override.

A checksum feature shall be used to notify the owner of unauthorized parameter changes made to the drive.

The “Hand” and “Off” control panel buttons shall have the option to be individually disabled (via parameter) for drives mounted in public areas.

Network Communications

The drive shall have an EIA-485 port with removable terminal blocks. The onboard protocols shall be BACnet MS/TP, Modbus, and Johnson Controls N2. Optional communication cards for BACnet/IP and LonWorks shall be available.

The drive shall have the ability to communicate via two protocols at the same time, one onboard protocol and one option card based protocol.

The drive shall not require a power cycle after communication parameters have been updated. The embedded BACnet connection shall be a MS/TP interface. The drive shall be BTL Listed to Revision 14 or later.

Disconnect – A circuit breaker or disconnect switch shall be provided when indicated on the drive schedule. The disconnect shall be door interlocked and padlockable. Drive input fusing shall be included on all packaged units that include a disconnecting means. All disconnect configurations shall be UL Listed by the drive manufacturer as a complete assembly and carry a UL508A label.

Bypass – Bypass drive packages shall be provided when indicated on the drive schedule. All drive/bypass configurations shall be UL Listed by the drive manufacturer as a complete assembly and carry a UL508A label.

The drive and bypass package shall be a complete factory wired and tested bypass system consisting of a padlockable disconnect device, drive output contactor, bypass contactor, and drive input fuses.

The bypass control shall be powered by a three-phase switch mode power supply with a voltage tolerance of +30%, -35%. Single-phase power supplies and control power transformers (CPT) are not acceptable.

The drive and bypass package shall be seismic certified and labeled to the IBC with a seismic importance factor of 1.5. Seismic certification shall include HCAI (formerly OSHPD) preapproval.

All bypass packages shall utilize a LCD bypass control panel (keypad) user interface. The bypass control panel must be a separate display from the drive control panel.

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All bypasses shall have the following hardware features/characteristics as standard:

Six (6) digital inputs and five (5) Form-C relay outputs.

Drive isolation fuses shall be provided. Bypass designs which have no such fuses, or that only incorporate fuses common to both the drive and the bypass are not acceptable.

The bypass shall be able to detect a single-phase input power condition while running in bypass, disengage the motor, and provide a single-phase input power indication.

The bypass shall be designed for stand-alone operation and be completely functional in both Hand and Automatic modes, even if the drive and/or drive's control board has failed.

All bypasses shall have the following software features as standard:

Programmable loss-of-load (broken belt / coupling) indication shall be functional in drive and bypass mode.

Run permissive and start interlock control functionality shall be functional in bypass mode.

The bypass control shall monitor the status of the drive and bypass contactors and indicate when there is a welded contactor contact or open contactor coil.

The bypass shall include a selection for either manual or automatic transfer to bypass.

The drive and bypass shall be designed to operate as an integrated system when in Override mode. There shall be four selectable Override modes: Bypass only, drive only, drive then transfer-to-bypass upon fault, and force to stop.

Level Management System:

Submersible Level Transducer (Primary):

Wet well level shall be sensed with a submersible level transducer. The transducer housing shall be 316 stainless steel fitted with a SS cable support bracket.

Liquid level shall be sensed by the deflection of a stainless steel diaphragm having a displacement of less than 5 cu.mm from 0 to full scale. The atmospheric pressure side of the diaphragm shall be bonded to a silicon strain sensor coupled to an integral bridge circuit. Atmospheric venting shall be through the signal cable, directly to atmosphere. Transmitters requiring separate, sealed, expansion breathing systems shall not be accepted.

Electrical connection shall be 2 wire, 4-20 mdc, and shall be reverse polarity and surge protected. Accuracy shall be 0.6 percent of full scale. Full scale range shall be 0 to 14 feet (or as shown on the plans). Temperature compensated range shall be -20 to 122 degrees f., maximum operating temperature shall be -40 to 176 degrees f.

Float Switch (Back-up System)

Sealed float type mechanical switches shall be supplied for back-up in case of transducers failure. The mechanical tube switches shall be sealed in a solid polyurethane float for corrosion and shock resistance. The support wire shall have heavy neoprene jacket and a weight shall be

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attached to the cord above the float to hold switch in place in sump. The weight shall be above the float to prevent sharp bends in the cord when the float operates under water. The float switches shall hang in the sump supported only by the cord that is held to the wiring channel. Five (5) float switches shall be used to control level. One for pump turn-on lead pump, one for turn on lag pump, One for turn on lag lag, One for turn on at high water, and one for pump turn-off. Float switches shall be Model No. 2900.

Operation of System

On sump level rise, the pressure shall energize and start lead pump. With lead pump operating sump level shall lower until the off level is reached, thereby de-energizing the lead pump. Alternating relay shall index on stopping of pump so that lag pump will start on next operation. If the sump level still continues to rise, the lag pump shall turn on. Both lead and lag pump will then pump down to the off level. If the sump level still continues to rise, the lag lag pump shall turn on. If the sump level still continues to rise and the high level is reached, the alarm light shall be activated. If one pump should fail for any reason, the second pump shall operate on the override control. All levels shall be adjustable, through the Level Management System located in the control panel.

STAND-BY GENERATOR:

The stand-by generator system shall be prototype tested, factory built, production tested, site tested, and incorporate the latest features in commercial design. The equipment supplied shall meet the requirements of the National Electric Code, along with all applicable local codes and regulations.

Equipment:

Metropolitan Pump Company shall furnish a stand-by generator set, Model GS100 as manufactured by MTU/INTERSTATE. The unit shall consist of the components listed below, new and current production, all assembled and tested as a complete unit by the set manufacturer. The unit shall be rated 100 KW standby and output shall be 460 volts connected for 3 phase, 4wire, 60 hertz, at .8 power factor. The generator shall be placed outside on a concrete pad.

Fuel:

The fuel shall be natural gas.

Engine:

The engine shall be liquid cooled with v-belt driven water pump circulating 50% glycol, 50% water coolant through a radiator with pusher fan system. Engine shall be equipped with remote-controlled positive engaging electric starter system. Positive pressure oiling lubrication system with oil filter, injectors, or carburetor for specified fuel, recharging alternator with automatic static voltage regulator, cooling thermostat; a mechanical speed governor with maximum droop not to exceed 5% at full load. In addition, engine will be equipped with high temperature, low oil pressure, low coolant level and over-speed safety shutdowns latch off until manually reset. A dry type air cleaner shall be furnished.

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Exhaust:

The exhaust system shall include a critical type muffler sized so that back-pressure does not exceed the engine manufacturer's recommendation when installed.

Generator:

There shall be provided a salient-pole, revolving field, open drip-proof, synchronous, alternating current generator with brushless exciter and static automatic silicon controlled rectifier voltage regulator, with minimum adjustment rate of 5%. Unit shall be of single bearing construction, directly connected to the engine by a semi-flexible steel drive disc. The stator and the armature shall be laminated silicon steel, and all windings shall be vacuum impregnated with class h insulating varnish and baked. The units shall have a centrifugal blower to force air through the generator, which is to operate at 105 degrees centigrade continuous rated temperature rise. Insulation shall be Class H. Temperature rise shall not exceed NEMA MGI-22.40 at the standby rating. Generator unit shall be of the three phase, 12 lead broad range re-connectable and shall have a transient overload capacity of 300% of rated KVA at low power factor for motor starting. Voltage change shall not exceed 12% on application or removal of full load with two-cycle recovery. Maximum voltage variation shall not exceed plus or minus 2%.

Unit Mounting & Accessories:

The entire unit shall be assembled and mounted on a steel frame base of rigid construction. The base shall include a unit mounted battery rack, complete with one battery for 12 volts operation. A unit mounted vibration isolated control box including equipment for voltage regulation and engine control, field excitation protection; over-cranking protection; terminal board for remote control connections; oil pressure gauge; coolant temperature gauge; static regulated battery charging alternator with battery charging ammeter; safety shutdown for low oil pressure and high coolant temperature, low coolant level, over-speed with failure indicators; an output junction box for power connections; voltmeter; ammeter and meter transfer switch, frequency meter, hour meter and a local/off remote switch shall be furnished. In addition, the unit manufactured shall provide properly sized vibration isolators for placement between the base and engine/generator. In addition to the above operation specifications, the system shall be equipped with the following accessories.

- A. Automatic cycle cranking to allow 3 fifteen second cranking cycles with fifteen seconds rest periods between cranking attempts. Cranking shall lock out and light an indicator after 3 attempts. It shall reset automatically if engine starts or manually if engine does not start after 3 attempts. No thermal devices will be permitted.
- B. Exerciser timer with load/no load switch with minimum operation of 30 minutes once per week—located inside the automatic transfer switch.
- C. Regulated constant voltage static temperature compensated battery charger rated 10 amps minimum D.C., charging ammeter and voltmeter; battery charger shall taper to trickle for fully charged battery, and shall be automatically disconnected from the battery during cranking.
- D. Breaker.

Controls – Generator Set Mounted

Provide a fully solid-state, microprocessor based, generator set control. The control panel shall be designed and built by the engine manufacturer. The control shall provide all operating,

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monitoring, and control functions for the generator set. The control panel shall provide real time digital communications to all engine and regulator controls via SAE J1939.

Environmental

The generator set control shall be tested and certified to the following environmental conditions.

1. -40°C to +70°C Operating Range
2. 95% humidity non-condensing, 30°C to 60°C
3. IP22 protection
4. 5% salt spray, 48 hours, +38°C, 36.8V system voltage
5. Sinusoidal vibration 4.3G's RMS, 24-1000Hz
6. Electromagnetic Capability (89/336/EEC, 91/368/EEC, 93/44/EEC, 93/68/EEC, BS EN 50081-2, 50082-2)
7. Shock: withstand 15G

Functional Requirements

The following functionality shall be integral to the control panel.

1. The control shall include a 33 x 132 pixel, 24mm x 95mm, positive image, transfective LCD display with text based alarm/event descriptions.
2. Audible horn for alarm and shutdown with horn silence switch
3. Standard ISO labeling
4. Multiple language capability
5. Remote start/stop control
6. Local run/off/auto control integral to system microprocessor
7. Cooldown timer
8. Speed adjust
9. Lamp test
10. Push button emergency stop button
11. Password protected system programming

Digital Monitoring Capability

The controls shall provide the following digital readouts for the engine and generator.

All readings shall be indicated in either metric or English units

Engine

1. Engine oil pressure
2. Engine coolant temperature
3. Engine RPM

Generator

1. Generator AC volts (Line to Line, Line to Neutral and Average)
2. Generator AC current (Avg and Per Phase)
3. Generator AC Frequency
4. Generator kW (Total and Per Phase)
5. Generator kVA (Total and Per Phase)
6. Generator kVAR (Total and Per Phase)
7. Power Factor (Avg and Per Phase)
8. Total kW-hr

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9. Total kVAR-hr
10. % kW
11. % kVA
12. % kVAR

Alarms and Shutdowns

The control shall monitor and provide alarm indication and subsequent shutdown for the following conditions. All alarms and shutdowns are accompanied by a time, date, and engine hour stamp that are stored by the control panel for first and last occurrence:

Engine Alarm/Shutdown

1. Low oil pressure alarm/shutdown
2. High coolant temperature alarm/shutdown
3. Overspeed
4. Low coolant level alarm
5. Emergency stop depressed shutdown
6. Low coolant temperature alarm
7. Low battery voltage alarm
8. High battery voltage alarm
9. Control switch not in auto position alarm

Inputs and Outputs

Programmable Digital Inputs

The Controller shall include the ability to accept six (6) digital input signals. The signals may be programmed for either high or low activation using programmable Normally Open or Normally Closed contacts.

Digital Outputs

The control shall include the ability to operate six (6) programmable relay output signals, integral to the controller. The output relays shall be rated for 2A @ 30VDC.

Discrete Outputs

The control shall include the ability to operate one (1) discrete outputs, integral to the controller, which are capable of sinking up to 300mA.

Maintenance

All engine, voltage regulator, control panel and accessory units shall be accessible through a single electronic service tool. The following maintenance functionality shall be integral to the generator set control:

1. Engine running hours display
2. Service maintenance interval (running hours or calendar days)
3. Engine crank attempt counter
4. Engine successful starts counter
5. 20 events are stored in control panel memory
6. Programmable cycle timer that starts and runs the generator for a predetermined time.
The timer shall use 14 user-programmable sequences that are repeated in a 7-day

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cycle. Each sequence shall have the following programmable set points:

- a. Day of week
- b. Time of day to start
- c. Duration of cycle

Installed Accessories Shall Include:

☒ Housing: ☒ Weather Protective (**SOUND ATTENUATED**) ☐ Weather Proof
☒ Silencer: ☐ Industrial ☐ Residential ☐ Critical
☒ Tail Pipe & Rain Cap
☒ Flexible Exhaust
☐ Duct Adapter Flange (not required for outdoor installation)
☒ Block Heater
☒ Flex Fuel Lines
☐ Fuel System: ☐ Solenoid Valve ☐ Strainer (Diesel Only)
☒ Electronic Governor
☐ Fuel Tank: ☐ Day Tank ☐ Subbase Tank
☒ Breaker: ☒ Safeguard ☐ Molded Case Line
☒ Common Failure Relay
☒ Battery & Rack
☒ Battery Charger
☒ Oil Drain Extension
☒ 2 year warranty
☐ Louver Control Relay (not required for outdoor installation)
☐ Trailer
☒ Fuel Regulator ☐ Primary ☒ Secondary
☐ Automatic Fuel Changeover
☒ Emergency Stop
☒ Automatic Transfer Switch NEMA-1 (located inside the traffic box control enclosure as shown on the plans)

Testing:

Prior to shipment, the generator set manufacturer shall set up and test the generator and shall certify that the unit has performed satisfactorily at full rated load at .8 power factor. After installation system shall be tested with maximum available site load.

This system shall be supplied and supported by Metropolitan Industries, Inc.

Concrete Pad

This work shall consist of the installation of new concrete pad for the control box enclosure and generator as shown on the plans. All P.C.C. pads shall be placed by methods and with materials in accordance with Articles 424 and 1020.04 of the IDOT Standard Specifications, except as modified herein. Placement of concrete pads shall include the following:

- a) any necessary excavation, clearing, and proper disposal of excavated materials;
- b) The placement of four inches (8") of Type B, CA-6 compacted aggregate base;
- d) The placement of six inch (6") thick, Class SI Portland Cement Concrete, 6.05

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- cwt/cy mix, with 6% air entrainment, 3" slump;
- e) The proper curing of all concrete work utilizing methods and materials outlined in Articles 424 and 1022.01 of the SSRBC,

EQUIPMENT RESPONSIBILITY

All controls, pumps, and motors shall be furnished by one equipment supplier. The equipment supplier shall have responsibility for the complete and proper operation of the new and existing pumping equipment, control equipment, and program as specified and furnished. The system supplier shall furnish 24 hour service for the complete system, and shall stock all parts used of the installation. Start-up services shall be included, and shall include operating instruction to the operators. The equipment shall be as manufactured and furnished by Metropolitan Equipment Co. (Division of Metropolitan Pump Co., Romeoville, IL,) or equal.

SHOP DRAWINGS

The contractor shall submit a minimum of one (1) electronic copy of all drawings to the engineer for approval. Of these, one electronic copies will be returned to the contractor with appropriate action taken. Receipt of less than the minimum required number of copies will be cause for withholding the shop drawings from being checked until receipt of the necessary additional copies.

Each set of shop drawings shall include, but not necessarily be limited to:

Drawings showing the dimensions of all equipment. Control details and electrical schematic diagrams. Performance data including, when applicable, pump curves, and motor data.

All other information necessary to enable the engineer to determine whether the proposed equipment meets the requirements.

INSTALLATION AND OPERATING INSTRUCTIONS

One (1) electronic copy of a manual containing installation instructions, operating instructions, wiring diagrams, parts list, and, where applicable, test data and curves shall be provided.

The contractor shall provide the services of factory-trained representative for a maximum period of one (1) day to start up the station and to instruct the owner's operating personnel in the operation and maintenance of the equipment provided.

WARRANTY

The manufacturer shall warrant his product to be free from defects in workmanship for a period of one (1) year from date of completion.

Warranties and guarantees by the suppliers of various components in lieu of a single source responsibility by the contractor shall not be accepted. The contractor shall be solely responsible for the warranty.

In the event a component failure to perform as specified or is proven defective in service during the warranty period, excluding items of supply normally expended during operation, the manufacturer shall provide a replacement part without cost to the owner.

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This warranty shall be valid only if the product is installed, serviced, and operated under normal conditions, in accordance with the manufacturer instructions.

EQUIPMENT MANUFACTURER

In order to establish a standard of quality and to ensure a uniform basis of bidding, pump station equipment shall be supplied by metropolitan pump company or a written approval equal.

To be considered an approved equal, complete details and shop drawings must be submitted to the engineer no later than ten (10) days prior to the bid date. Sufficient data must be submitted so that the engineer has the required information available to determine that the alternate station meets the required specifications.

The contractor shall prepare his bid on the basis of the specific equipment and materials specified for the purpose of determining the low bid.

After the execution of the contract, substitution of non-specified equipment will be considered, if the substitution is, in the opinion of the engineer, equal in quality to that named. If such substitution is approved by the engineer, all savings affected by the contractor in the purchase of the substituted equipment shall be passed on to the owner by reducing the contract price. In submitting for substitution, the contractor shall provide certified copies of equipment proposals from the named manufacturer.

Basis of Payment: The work shall conform to the details in the plans and the specifications. Payment shall be made at the contract unit price per lump sum of TRIPLEX STORMWATER PUMP SYSTEM which price shall be payment in full for all work described in this specification and for all labor, materials, transportation, handling, and incidentals necessary to furnish, and install and make operational the pump station and generator per the details in the plans and the above specifications. No additional compensation will be allowed.

SP-34 WATER QUALITY UNIT

Furnish and install a SiteSaver water quality as manufactured by StormTrap per the detail sheets included in the plans. All necessary items as called out in the water quality unit detail and detail notes, as well as the specifications included in Appendix A, shall be included in the lump sum pricing for the installation of the SiteSaver water quality unit. No item shown in the details for the SiteSaver water quality unit shall be paid for separately, including but not limited to excavation, overdig excavation, aggregate base, aggregate backfill, or delivery and installation of precast vault system itself. Excavation spoils, including excavation spoils for necessary overdig, shall be hauled offsite and also included in the lump sum pricing for the SiteSaver water quality unit.

The contractor shall submit a minimum of one (1) electronic copy of all drawings to the Engineer for approval. Of these, one electronic copies will be returned to the contractor with appropriate action taken.

Basis of Payment: The work shall conform to the details in the plans. Payment shall be made at the contract unit price per lump sum of WATER QUALITY UNIT

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SP-35 STORMTRAP VAULT

Furnish and install an underground storage vault as manufactured by StormTrap per the detail sheets included in the plans. All necessary items as called out in the underground storage details and detail notes shall be included in the lump sum pricing for the installation of the StormTrap vault system. No item shown in the details for the StormTrap system shall be paid for separately, including but not limited to excavation, overdig excavation, aggregate base, aggregate backfill, or delivery and installation of precast vault system itself. Excavation spoils, including excavation spoils for necessary overdig, shall be hauled offsite and also included in the lump sum pricing for the StormTrap vault system.

The contractor shall submit a minimum of one (1) electronic copy of all drawings to the Engineer for approval. Of these, one electronic copies will be returned to the contractor with appropriate action taken.

Basis of Payment: The work shall conform to the details in the plans. Payment shall be made at the contract unit price per lump sum of STORMTRAP VAULT

SP-36 WOOD SCREENING FENCE

This work shall consist of all labor, equipment and materials required to install a screening fence as shown on the plans. Any damage to the fence will be replaced at the contractor's expense.

Basis of Payment. This work shall be paid for at the contract unit price per foot for WOOD SCREENING FENCE.

Village of Downers Grove

APPENDIX A

Village of Downers Grove – Curtiss St/Glenview Av Drainage Improvements

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:**

Concept Plumbing Inc.
Company Name

554 W Wood Street
Street Address of Company

Palatine, IL 60067
City, State, Zip

847-776-6180
Business Phone

847-776-6189
Business Fax

ATTEST: if a Corporation


Signature of Corporation Secretary

February 21, 2024
Date

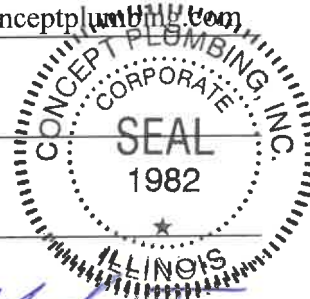
mjuliano@conceptplumbing.com
E-mail Address

Mark Juliano
Contact Name (Print)

847-774-2093
24-Hour Telephone


Signature of Officer, Partner or Sole Proprietor

Mark J. Juliano President
Print Name & Title



We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by **November 1, 2024** 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.

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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:**

Concept Plumbing Inc.
Company Name

554 W Wood Street
Street Address of Company

Palatine, IL 60067
City, State, Zip

847-776-6180
Business Phone

847-776-6189
Business Fax

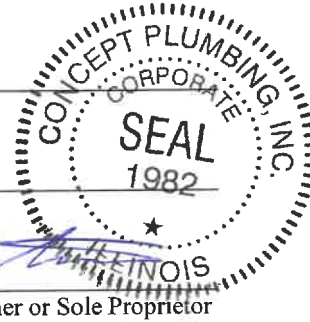
February 21, 2024
Date

mjuliano@conceptplumbing.com
E-mail Address

Mark J. Juliano
Contact Name (Print)

847-774-2093
24-Hour Telephone


Signature of Officer, Partner or Sole Proprietor



ATTEST: if a Corporation

Signature of Corporation Secretary

Mark J. Juliano President
Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by **November 1, 2024** 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.

SCHEDULE OF PRICES:

Item	Description	Units	Quantity	Unit Price	Total Price
20100110	TREE REMOVAL UNITS (6 TO 15 UNITS DIAMETER)	UNIT	197	\$ 52.00	\$ 10,244.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	152	\$ 62.00	\$ 9,424.00
SP-3	TRAINEES	HOUR	100	\$ 106.00	\$ 10,600.00
SP-4	CONSTRUCTION STAKING AND RECORD DRAWING	L.SUM.	1	\$ 11,472.00	\$ 11,472.00
SP-5	INLET FILTERS	EACH	9	\$ 338.50	\$ 3,046.50
SP-6	PRECONSTRUCTION VIDEO	L.SUM.	1	\$ 3,128.00	\$ 3,128.00
SP-7	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC DETOURS	L.SUM.	1	\$ 18,772.00	\$ 18,772.00
SP-8	STREET SWEEPING AND DUST CONTROL	HOUR	50	\$ 250.00	\$ 12,500.00
SP-10	PARKWAY RESTORATION, SOD, SPECIAL	SQ.YD.	3,000	\$ 21.00	\$ 63,000.00
25200200	SUPPLEMENTAL WATERING	UNIT	21	\$ 63.00	\$ 1,323.00
SP-11	TREE PROTECTION	FOOT	500	\$ 15.50	\$ 7,750.00
SP-12	TREE PRUNING	EACH	15	\$ 573.00	\$ 8,595.00
SP-13	TREE ROOT PRUNING	FOOT	200	\$ 10.55	\$ 2,110.00
28100101	STONE RIPRAP, CLASS A1	SQ.YD.	18	\$ 185.00	\$ 3,330.00
SP-15	CHAIN LINK FENCE TO BE REMOVED AND RE-ERECTED	FOOT	15	\$ 26.00	\$ 390.00
SP-16	TEMPORARY BITUMINOUS PATCH	TON	45	\$ 292.00	\$ 13,140.00
SP-17	TEMPORARY SURFACE OVER TRENCH - (AGGREGATE)	SQ.YD.	65	\$ 71.00	\$ 4,615.00
SP-18	AGGREGATE SHOULDERS, TYPE B	SQ.YD.	164	\$ 60.50	\$ 9,922.00
35100700	AGGREGATE BASE COURSE, TYPE A 8"	SQ YD	322	\$ 36.50	\$ 11,753.00
SP-19	DRIVEWAY REMOVAL	SQ.YD.	360	\$ 12.00	\$ 4,320.00
SP-19	HMA DRIVEWAY, 3"	SQ.YD.	266	\$ 36.50	\$ 9,709.00
44220103	CLASS D PATCH, 6"	SQ.YD.	65	\$ 85.00	\$ 5,525.00
40604010	HMA SURFACE COURSE, IL - 9.5FG, MIX "D", N50, 2"	TON	35	\$ 130.00	\$ 4,550.00
44000157	HMA SURFACE REMOVAL, 2 INCH (SQ YD)	SQ.YD.	308	\$ 10.50	\$ 3,234.00
44000600	SIDEWALK REMOVAL	SQ. FT.	1,085	\$ 3.00	\$ 3,255.00
SP-20	P.C.C. SIDEWALK, 5 INCH	SQ.FT.	1,085	\$ 17.00	\$ 18,445.00
SP-21	STORM SEWERS, TYPE 2, 12", RCP	FOOT	150	\$ 54.50	\$ 8,175.00
SP-21	STORM SEWERS, TYPE 2, 16", DIP	FOOT	175	\$ 340.00	\$ 59,500.00
SP-21	STORM SEWERS, TYPE 2, 15", RCP	FOOT	95	\$ 60.50	\$ 5,747.50
SP-21	STORM SEWERS, TYPE 2, 24", RCP	FOOT	385	\$ 80.00	\$ 30,800.00
SP-21	STORM SEWERS, TYPE 2, 30", RCP	FOOT	17	\$ 105.50	\$ 1,793.50
SP-21	STORM SEWERS, TYPE 2, 30", PVC C-900	FOOT	100	\$ 267.00	\$ 26,700.00
54213669	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	1	\$ 2,879.00	\$ 2,879.00
SP-22	DETECTABLE WARNINGS	SQ.FT.	20	\$ 57.00	\$ 1,140.00
SP-23	INLET, TYPE A	EACH	2	\$ 2,318.00	\$ 4,636.00
SP-23	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 5,730.00	\$ 17,190.00

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SP-23	CATCH BASINS, TYPE A, 4'-DIAMETER, R- 4342 GRATE	EACH	5	\$ 4,590.00	\$ 22,950.00
SP-23	MANHOLES, TYPE A, 5' DIAMETER, R-4342 GRATE	EACH	2	\$ 8,528.00	\$ 17,056.00
SP-23	MANHOLES, TYPE A, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 8,622.00	\$ 17,244.00
SP-23	MANHOLES, TYPE A, 6' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 17,027.00	\$ 17,027.00
SP-24	TRENCH BACKFILL	CU.YD.	300	\$ 74.00	\$ 22,200.00
SP-25	ADDITIONAL HAULING SURCHARGE, NON- HAZARDOUS SPECIAL WASTE	LOAD	50	\$ 1,883.50	\$ 94,175.00
SP-26	UNDERCUTTING FOR UTILITIES	CU.YD.	50	\$ 95.00	\$ 4,750.00
SP-27	EXPLORATORY TRENCH, SPECIAL	CU.YD.	10	\$ 57.00	\$ 570.00
SP-28	WATER SERVICE REPLACEMENT	EACH	5	\$ 3,445.00	\$ 17,225.00
SP-29	ADJUSTING SANITARY SERVICE LINES	EACH	5	\$ 367.00	\$ 1,835.00
SP-30	RELOCATE EXISTING MAILBOX	EACH	2	\$ 261.00	\$ 522.00
SP-31	FIRE HYDRANT TO BE ADJUSTED	EACH	1	\$ 1,705.00	\$ 1,705.00
SP-32	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	\$ 362.00	\$ 362.00
SP-33	TRIPLEX STORMWATER PUMP SYSTEM	L.SUM.	1	\$ 598,082.00	\$ 598,082.00
SP-34	WATER QUALITY UNIT	EACH	1	\$ 89,124.00	\$ 89,124.00
SP-35	STORMTRAP VAULT	L.SUM.	1	\$ 321,810.00	\$ 321,810.00
SP-37	WOOD SCREENING FENCE	FOOT	82	\$ 73.00	\$ 5,986.00
67100100	MOBILIZATION	L.SUM.	1	\$ 12,663.50	\$ 12,663.50

Total = \$ 1,658,000.00

EXCEPTIONS TO PLANS AND SPECIFICATIONS BY CONCEPT PLUMBING INC.

- 1 Ductile Iron Pipe specification calls for sewer coat lining which is not available. Quote includes Protecto 401 ceramic epoxy
- 2 Com Ed service and meter to lift station controls by others. Not Included
- 3 Gas connection and meter to by others. Not Included
- 4 Equipment included in our scope does not meet the Buy America requirement. Concept takes exception to the Buy America requirement.
- 5 Well Pointing is not included.

Village of Downers Grove – Curtiss St/Glenview Av Drainage Improvements

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to Curtiss St/Glenview Ave Drainage Improvements, Bidder Concept Plumbing 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 – Curtiss St/Glenview Av Drainage Improvements

BIDDER'S CERTIFICATION (page 2 of 3)

BY: _____

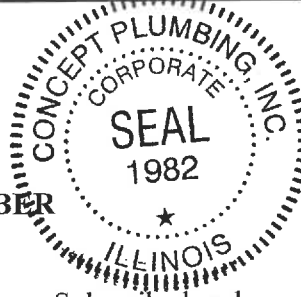
Bidder's Authorized Agent

3	6	-	3	1	6	5	2	7	2
---	---	---	---	---	---	---	---	---	---

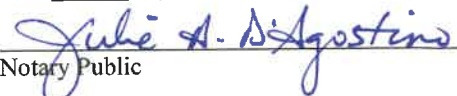
FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____

Social Security Number



Subscribed and sworn to before me

this 21st day of February, 2024.

 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 Concept Plumbing Inc., and the full names of its Officers are as follows:

President: Mark J. JulianoSecretary: Mark J. JulianoTreasurer: Mark J. Juliano

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

(b) Limited Liability Company (LLC)

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 – Curtiss St/Glenview Av Drainage Improvements

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

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

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: Concept Plumbing Inc.

AGENT: Service Insurance Agency, LLC

Street Address: 1111 N Plaza Drive Suite 100

City, State, Zip Code: Schaumburg, IL 60173

Telephone Number: 847-870-0400

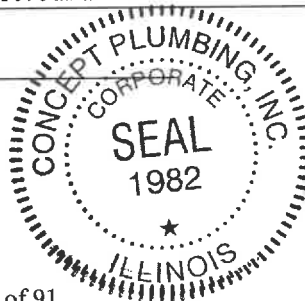
I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Concept Plumbing Inc.

Print Name and Title of Authorizing Signature: Mark J. Juliano President

Signature: *Mark J. Juliano*

Date: February 21, 2024



Village of Downers Grove – Curtiss St/Glenview Av Drainage Improvements

MUNICIPAL REFERENCE LIST

Municipality: Village of Libertyville
 Address: 118 W Cook Avenue
 Contact Name: Jim Ewers Phone #: 217-557-9982
 Name of Project: Rockland Road Corridor Flood Reduction Project
 Contract Value: \$2,556,931.00 Date of Completion: June 2023

Municipality: Village of Palatine
 Address: 200 E. Wood Street
 Contact Name: George Ruppert Phone #: 847-620-4129
 Name of Project: 2022 Water Main Replacement
 Contract Value: \$1,573,772.00 Date of Completion: December 2022

Municipality: Maine Township High School District 207
 Address: 1177 S. Dee Road Park Ridge, IL 60068
 Contact Name: Todd Vallerie Phone #: 847-609-7914
 Name of Project: Maine West High School Site Utilities
 Contract Value: \$1,464,781.00 Date of Completion: August 2021

Municipality: Village of Wauconda
 Address: 101 N Main Street Wauconda, IL 60084
 Contact Name: Jacon Mann Phone #: 847-526-9600
 Name of Project: 2023 Drainage Improvements
 Contract Value: \$485,127.00 Date of Completion: December 2023

Municipality: Village of Schaumburg
 Address: 101 Schaumburg Court Schaumburg, IL 60193
 Contact Name: Joshua Orin Phone #: 847-923-6632
 Name of Project: Sewer & Water Maintenance Contract
 Contract Value: \$1,340,804.00 to date Date of Completion: Ongoing Contract

Village of Downers Grove – Curtiss St/Glenview Av Drainage Improvements

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) Chicago Cut Concrete Cutting Inc. Type of Work Saw Cutting

Addr: 190 Gordon Street City Elk Grove Village State IL Zip 60007

2) Chadwick Contracting Co. Type of Work Concrete & Asphalt

Addr: 12 Prosper Court City Lake in the Hills State IL Zip 60156

3) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

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 – Curtiss St/Glenview Av Drainage Improvements

**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: Concept Plumbing Inc.ADDRESS: 554 W Wood StreetCITY: PalatineSTATE: IllinoisZIP: 60067PHONE: 847-776-6180 FAX: 847-776-6189TAX ID #(TIN): 36-3165272

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: Mark J. Julianio PresidentDATE: February 21, 2024

Village of Downers Grove – Curtiss St/Glenview Av Drainage Improvements

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: Concept Plumbing 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.**

Local 130 Journeyman Plumbers - We do not have an apprentice at this time

International Union of Operating Engineers Local 150 - We do not have an apprentice at this time

Chicago Laborers Union Local 2 - We do not have an apprentice at this time

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: Mark J. Juliano President

Signature: 

Date: February 21, 2024

Village of Downers Grove – Curtiss St/Glenview Av Drainage Improvements

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  _____
Mark J. Juliano

Company Name Concept Plumbing Inc.

Title President

Date February 21, 2024

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 – Curtiss St/Glenview Av Drainage Improvements

Suspension or Debarment Certificate
--

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

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

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

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

Company Name: Concept Plumbing Inc.

Address: 554 W. Wood Street

City: Palatine, IL Zip Code: 60067

Telephone: (847) 776-6180 Fax Number: (847) 776-6189

E-mail Address: mjuliano@conceptplumbing.com

Authorized Company Signature: 
Mark J. Juliano

Print Signature Name: Mark J. Juliano Title of Official: President

Date: February 21, 2024

Village of Downers Grove – Curtiss St/Glenview Av Drainage Improvements

CAMPAIGN DISCLOSURE CERTIFICATE
--

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

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

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

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

Under penalty of perjury, I declare: _____

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


Signature

Mark J. Juliano 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 – Curtiss St/Glenview Av Drainage Improvements

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. See attached COI of coverage in place.
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.

BID BOND**Nationwide Mutual Insurance Company**

1100 Locust St., Dept 2006
Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:

Concept Plumbing, Inc.
554 West Wood Street
Palatine, IL 60067

SURETY:

Nationwide Mutual Insurance Company
1100 Locust Street, Department 2006
Des Moines, IA 50391

OWNER: Village of Downers Grove

5101 Walnut Avenue
Downers Grove, IL 60515

BOND AMOUNT: 5% of the amount bid**PROJECT:**

Curtiss St. & Glenview Ave Drainage Improvements (SW-098)

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 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 a 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 16th day of February

2024

Julie A. Magistino
(Witness)

Vally Olu
(Witness)

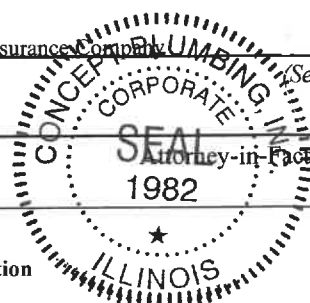
Concept Plumbing, Inc.
(Principal)

PRESIDENT

(Title)

Nationwide Mutual Insurance Company
(Surety)

Darin D Bell
(Title) DARIN D BELL



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

DARIN D BELL

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024



Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 16th day of February, 2024.



Assistant Secretary

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

FOR

CURTISS ST. & GLENVIEW AVE. DRAINAGE IMPROVEMENTS
BID # SW-098
February 19, 2024

ITEM AND DESCRIPTION:

1. **ADD:**
The following geotechnical soil borings were performed for the subject site and shall be included with the bid submittal. See attached Exhibit A.
2. **REPLACE:**
Page 47, "STORM SEWERS (CLASS, MATERIAL, SIZE)" of the Call for Bid document with the attached revisions. Replace the last sentence of the first paragraph of SP-21 with: "... or Polyvinyl Chloride (PVC) Pipe SDR 26 conforming to AWWA C900 of the diameter shown on the Drawings". **This would allow for PVC C-900 in lieu of HDPE as shown on the plans.**
3. **REPLACE:**
Page 49, "MANHOLES, CATCH BASINS, AND INLETS" of the Call for Bid document with the attached revisions. Delete the last sentence of the first paragraph of SP-23: ~~"Unless otherwise specified, all manholes, catch basins, and inlets and shall be their respective Type A design with cast in place, clamp on type, flexible rubber boot(s)".~~
4. **RESPONSE:**
A question was asked at the pre-bid meeting regarding the completion date of November 1, 2024. The Village is open to extending the completion date based on items with long lead times once the Contract is awarded and we understand lead times for those items.
5. **RESPONSE:**
A question was asked at the pre-bid meeting regarding the use of PID screening. The special provision for "ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE" indicates that field screening is included in the work of that pay item.

The Acknowledgement of Receipt of Addendum for this addendum **MUST** be included in the bid package. Bid packages not including signed Acknowledgement Sheets may be **REJECTED**.

End of Addendum No. 1
February 19, 2024



Village of Downers Grove Curtiss and Glenview Drainage Improvements



Exhibit A

1 inch = 100 feet

BORING LOG

CLIENT Village of Downers Grove				PROJECT Proposed Storm Sewer			
ENGINEER Village of Downers Grove				LOCATION Curtiss Street and Glenview Avenue, Downers Grove, IL			

DEPTH ELEVATION	SAMPLE NO.	SAMPLER TYPE	SAMPLE REC. (%)	SOIL GRAPHIC LOG	BORING NUMBER B-1		OVM ppm	Unconfined Compressive Strength, Tons/Ft. ²					REMARKS	
					SURFACE ELEVATION (M.S.L.) + -			12345 PLMCLL ▲×▲ STD "N" PENETRATION BLOWS PER FT. 1020304050						
					STATION			OFFSET						
					DESCRIPTION OF MATERIALS (LABORATORY CLASSIFICATION)									
		HS		SOIL GRAPHIC LOG	24" FILL: CLAY TOPSOIL, Dark Brown, Trace Sand and Gravel									
1	SS	58			SILTY CLAY, Dark Brown and Brown, Trace Sand and Gravel, Very Stiff, Moist									
2.5		HS												
5.0	2	SS	67		SILTY CLAY, Brown, Trace Sand and Gravel, Very Stiff, Moist (CL)									
7.5		HS												
10.0	3	SS	67		POORLY GRADED SAND, Brown, Fine, Little Gravel, Trace Clay, Medium Dense, Moist (SP)									
12.5		HS												
15.0	4	SS	67		POORLY GRADED SAND, Brown and Gray, Little Gravel, Trace Clay, Medium Dense, Moist (SP)									
		HS												
	5	SS	58											
					End of Boring at 15 Feet									

Calibrated Penetrometer Unconfined Compression

Water Level Observations				SEECO Consultants, Inc. 7350 Duvan Drive, Tinley Park, IL 60477 Approved CWG Job No. 13301G		Boring Started 5/22/23	
W.L. Dry WS/WD Dry ACR						Boring Completed 5/22/23	
W.L.						Driller EN	Rig D-50
W.L.						Drawn By GG	Sheet 1 of 1

BORING LOG

CLIENT Village of Downers Grove				PROJECT Proposed Storm Sewer			
ENGINEER Village of Downers Grove				LOCATION Curtiss Street and Glenview Avenue, Downers Grove, IL			

DEPTH ELEVATION	SAMPLE NO.	SAMPLER TYPE	SAMPLE REC. (%)	SOIL GRAPHIC LOG	BORING NUMBER B-2		Unconfined Compressive Strength, Tons/Ft. ²					REMARKS
					SURFACE ELEVATION (M.S.L.)		1 2 3 4 5					
					STATION OFFSET		PL MC LL					
					DESCRIPTION OF MATERIALS (LABORATORY CLASSIFICATION)		STD "N" PENETRATION BLOWS PER FT.					
						10 20 30 40 50						
		HS			18" CLAY TOPSOIL, Dark Brown, Trace Sand and Gravel							
1	SS	67			SILTY CLAY, Brown and Gray, Trace Sand and Gravel, Stiff, Moist							
2.5												
	HS											
5.0	2	SS	67		SILTY CLAY, Gray and Brown, Trace Sand and Gravel, Stiff, Moist							
	HS											
7.5	3	SS	67		POORLY GRADED SAND, Brown and Gray, Little Gravel, Trace Clay, Loose to Medium Dense, Moist (SP)							
	HS											
10.0	4	SS	67									
	HS											
12.5												
	5	SS	67									
15.0					End of Boring at 15 Feet							

Calibrated Penetrometer Unconfined Compression

Water Level Observations			SEECO Consultants, Inc. 7350 Duval Drive, Tinley Park, IL 60477 Approved CWG Job No. 13301G		Boring Started 5/22/23		
					Boring Completed 5/22/23		
W.L.					Driller EN	Rig D-50	
W.L.	Dry WSWD	Dry ACR			Drawn By GG	Sheet 1 of 1	
W.L.							

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

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM #1

**PROPOSAL/BID: CURTISS ST. & GLENVIEW AVE. DRAINAGE
IMPROVEMENTS**

PROPOSAL/BID NUMBER: BID # SW-098

PROPOSAL/BID OPENING: February 21, 2024, 11:30 AM

ADDENDUM NO.: 1

PROPOSER/BIDDER: Concept Plumbing Inc.

ADDRESS: 554 W. Wood Street Palatine, IL 60067

RECEIVED BY: Mark J. Juliano
(NAME)


(SIGNATURE)

DATE: February 19, 2024



Illinois Department of Transportation

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

Affidavit of Availability For the Letting of _____

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					2023.12.12	
Contract With					NWMAD	
Estimated Completion Date					TBD	
Total Contract Price					291,897.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

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

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

						Accumulated Totals
Earthwork					291,897.00	\$291,897.00
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals					\$291,897.00	\$291,897.00

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

Part III. Work Subcontracted to Others.

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

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

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

Subscribed and sworn to before me

this 21 day of February, 2024

Type or Print Name Mark J. Juliano
Officer or Director

President
Title

Julie A. D'Agostino
Notary Public

My commission expires 07/29/2024

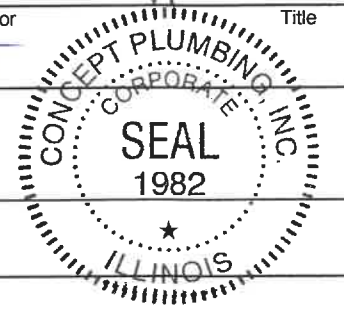
Signed

Mark J. Juliano

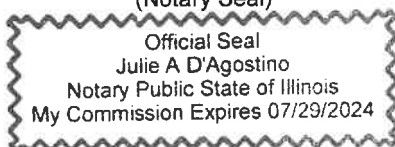
Company Concept Plumbing Inc.

Address 554 W. Wood Street

Palatine, IL 60067



(Notary Seal)





Illinois Department of Transportation

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

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	1	2	3	4	Awards Pending	
Contract Number					2023.12.12	
Contract With					NWMAD	
Estimated Completion Date					TBD	
Total Contract Price					\$187,731.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

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						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition					\$187,731.00	\$187,731.00
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals					\$187,731.00	\$187,731.00

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

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	1	2	3	4	Awards Pending
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Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
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Subscribed and sworn to before me

this 21 day of February, 2024

Type or Print Name Mark J. Juliano

President

Officer or Director

Title

Julie A. D'Agostino
Notary Public

My commission expires 07/29/2024

(Notary Seal)

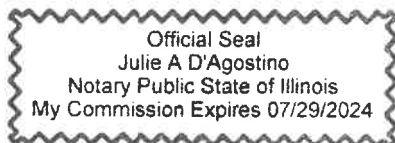
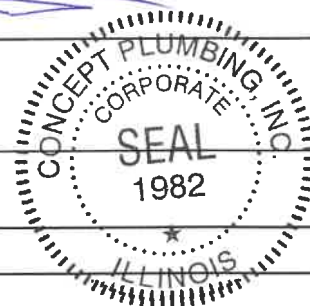
Signed

Mark J. Juliano

Company Concept Plumbing Inc.

Address 554 W. Wood Street

Palatine, IL 60067



LARGE EQUIPMENT LIST

LARGE EQUIPMENT LIST	OWNED	RENTAL
Komatsu PC 300 Excavator	Yes	
Komatsu PC220LC-7L Excavator	Yes	
Komatsu PC160LC-7 Excavator	Yes	
Kobelco SK 200 Excavator Mark IV Excavator	Yes	
Caterpillar 963 Track Loader	Yes	
Komatsu Wheel loader WA250L-5	Yes	
Komatsu Wheel loader WA200L-5	Yes	
Caterpillar 430 D Combination backhoe	Yes	
Komatsu PC35MR2 mini excavator serial 7212	Yes	
Komatsu PC35MR2 mini excavator serial 325091	Yes	
Case skid steer unloader	Yes	
Case 1840 skid steer	Yes	
Case 1846 skid steer	Yes	
Horizontal drilling machine	Yes	
Compaction equipment	Yes	
Assorted trench box protection (various sizes)	Yes	
Diesel Air Compressor (160 CFM)	Yes	
48 KV Diesel generator	Yes	
4" Diesel water pump (45 HP)	Yes	
NPK concrete breaker attachment	Yes	
Assorted buckets/breakers for excavators	Yes	
International tractor truck w/ dump body 16 wheels	Yes	
International tractor truck w/dump body 10 wheels	Yes	
Vactor Truck for Sewer and CB Cleaning & Hydro Excavating	Yes	



Nationwide®
is on your side

Nationwide Mutual Insurance Co.
1100 Locust Street, Dept. 2006
Des Moines, IA 50391-2006
Phone: (515) 508-2636
Email: jesse.huston@nationwide.com

February 16, 2024

RE: Concept Plumbing, Inc. – Curtiss St. & Glenview Ave Drainage Improvements

To Whom It May Concern:

It has been the privilege of Nationwide Mutual Insurance Company to provide surety bonds on behalf of Concept Plumbing, Inc for over six years. In our opinion, Concept Plumbing, Inc. remains properly financed, well equipped, and capably managed.

At the present time, Nationwide Mutual Insurance Company provides a \$5,500,000 single project / \$8,500,000 aggregate surety program to Concept Plumbing, Inc. I've provided a bid bond for this Curtiss St. & Glenview Ave Drainage Improvements Project and if they're awarded, it would be my intention to provide the required Performance and Payment Bonds. However, as always, Nationwide Mutual Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to Concept Plumbing, Inc., it's affiliates, or any other parties, if for any reason we do not execute such bonds.

Nationwide Mutual Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (2023 Department Circular 570) and is rated A XV by A.M. Best Company.

Very Truly Yours,
Nationwide Mutual Insurance Company

By: 
Jesse Huston – Sr. Territory Manager, Surety
Nationwide Mutual Insurance Company



CONCE-5

OP ID: DB

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 02/19/2024

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 Service Insurance Agency, LLC 1111 N. Plaza Dr., Suite 100 Schaumburg, IL 60173-4916 Daniel Smith	CONTACT NAME: Darin Bell PHONE (A/C, No, Ext): 847-870-0400 FAX (A/C, No): 847-870-0562 E-MAIL ADDRESS: DarinB@serviceinsuranceagency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Acuity A Mutual Ins. Company	
INSURER B: Westchester	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 CERTIFICATION 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ X,C,U. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			ZM9906	05/11/2023	05/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ZM9906	05/11/2023	05/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ZM9906	05/11/2023	05/11/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ZM9906	05/11/2023	05/11/2024	☒ 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
A	Leased/Rented Eqpt			ZM9906	05/11/2023	05/11/2024	Limit 500,000
B	Pollution Liab.			G7180625A003	05/11/2023	05/11/2024	Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
DOWNERS

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

CANCELLATION

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



554 W. Wood Street • Palatine, Illinois 60067-4959
Phone: 847-776-6180
Fax: 847-776-6189

February 20, 2024

Certification of Qualifications

Project Manager:

Todd Gallien has been with Concept Plumbing for 14 years but his overall construction experience spans over 50 years. He is a civil engineer and brings his in-depth knowledge and experience to every job. He has developed and maintained courteous and effective working relationships with customers and vendors. He has a strong level of professional and attention to detail.

Construction Supervisor:

Art Somodji has been with Concept Plumbing for 28 years. He holds a Local 150 Operator's card and brings a variety of construction site experiences, including awareness of inspection codes and standards, equipment maintenance, and OSHA site safety regulations. He is OSHA certified and holds many additional safety cards. He is always safety conscious. He has in-depth knowledge and construction ability on all aspects of the job.

OSHA

This card certifies that the holder has successfully completed a 10-hour Occupational Safety and Health Training Course in

Construction Safety and Health

Arthur Somodji

J. Esposito 1/28/11
(Trainer) (Course end date)

OSHA

U.S. Department of Labor
Occupational Safety and Health Administration

Arthur Somodji

has successfully completed a 10-hour Occupational Safety and Health Training Course in

Construction Safety & Health

Edward Burke 3/10/11
(Trainer) (Date)

CERTIFICATION

Holder meets requirements of

OSHA Hazardous Waste Training

29 CFR 1910.120/1926.65

40 AR

www.ETC-HOME.com

Environmental Training Consultants, Inc.
1050 Granville, Itasca, Ill. 60191 (630) 773-2833

SAFETY TRAINING

ARTHUR SOMODJI

Has successfully completed the Silica Hazards Awareness training- CFR 1926.1153

Completed on: October 12, 2017

David J. Soderman (Safety Alliance, Ltd.)

500 Park Blvd Ste 154C
Itasca, IL 60143
(847) 951-3244

SIGNAL PERSON SAFETY TRAINING

Arthur Somodji

Has successfully completed QUALIFIED SIGNAL PERSON TRAINING-CRANES-Subpart CC

Completed on: February 21, 2011
(HAND SIGNALS)

David J. Soderman 2/21/11
02/21/11

Safety Alliance, Ltd.
500 Park Blvd Ste 154C
Itasca, IL 60143
T (630) 450-2440

Certificate of Completion

This card confirms that

Art Smodji

has completed the

NUCA Competent Person Training Program

on **May 11, 1996**

Instructor **Steven J. Lafkas**

Issued by
The National Utility Contractors Association

Certificate of Completion

This card confirms that

Art Somodji

has completed the

NUCA Confined Space Entry Program

on **June 20, 1996**

Instructor **Steven J. Lafkas**

Issued by
The National Utility Contractors Association

QUALIFIED OPERATOR
Powder Actuated Tools

DATE: 1-2-11

U.S. SOCIAL SECURITY NO. OR CANADA SOCIAL INSURANCE NO.

This certifies that **Art Somodji** (NAME OF OPERATOR-PRINT)

has received the prescribed training in the operation of powder operated tools manufactured by **HILTI, INC.**

☐ DX E37 / DX E72	☐ DX A70R	☐ DX A40 / DX A41
☐ DX 350 / DX 35	☐ DX 600N	☐ DX A40HM / DX A40CS
☐ DX 450 / DX 451	☐ DX 36M	☐ DX 750HM / DX 750H
☐ DX 750 / DX 750MC		☐ DX 650

CROSS OFF INAPPLICABLE TOOLS

(SIGNATURE OF AUTHORIZED INSTRUCTOR)

I have received the instruction in the safe operation and maintenance of powder actuated fastening tools from HILTI, Inc. and models specified and agree to conform to all rules and regulations governing their use.

PRIMI SIGNATURE: **Art Somodji**

Revocation of card - Failure to comply with any of the rules and regulations for safe operation of powder actuated fastening tools shall be cause for the immediate revocation of this card, and it must be surrendered upon demand of the proper authority.



Dear Valued Customer;

As we are all very aware of, the pricing of all goods and services continue to be impacted by such rising costs as energy, transportation, steel, and other commodity items that all contribute to the products that we provide to our customers every day. These historic increases are being felt in every industry and regrettably we must address these concerns on our equipment and projects.

Due to the volatility of some materials, we can only hold our quoted prices for a maximum of 30 days on our proposals, unless otherwise stipulated on the quote form.

In order to try to provide some level of comfort for our valued customers, we will confirm and lock-in pricing at the time of release to production, but there may even be instances where additional charges may apply for longer duration projects with extended job completion dates. We welcome a dialogue with our customers and end users in an attempt to find opportunities to hold our pricing as long as possible.

Issues such as additional freight costs/fuel surcharges and/or any possible storage or handling fees will be determined at the earliest possible time frame and the customer will be made aware of these instances as they occur as our vendors pass these costs along.

We will however, do everything in our power to minimize these costs and any increases will only be passed along "at our cost" without any additional mark-up to our customers.

We hope that this present "business phase" is a short term/temporary one, but it presently appears to be a trend and one that we hope levels off soon.

Metropolitan Industries, Inc.

