



Village of Downers Grove

Report for the Village Council Meeting

Table 1 - Council Agenda item.

Subject	Award of Contract - Linda Kunze Plaza / Main Street Train Station (S-013)
Submitted By	Scott Vasko, Director of Engineering

Synopsis

A motion is requested to award a contract for the Linda Kunze Plaza / Main Street Train Station (S-013) to Copenhaver Construction of Union, IL in the amount of \$2,922,367.98, which includes a 15% contingency.

Strategic Plan Alignment

The Strategic Goals for 2025 to 2027 include *A Beautiful Community, Top Quality Infrastructure, and A Safe and Welcoming Community.*

Fiscal Impact

The Fiscal Year 2026 budget includes \$5,000,000 in the Capital Fund for these improvements. The Village also was awarded a grant from the Illinois Department of Commerce & Economic Opportunity in the amount of \$525,000 for work on this project.

Recommendation

Approval on the June 16, 2026 active agenda.

Background

Improvements to the public spaces at the Linda Kunze Plaza/Main Street Train Station are a top priority identified in the Guiding DG Streetscapes plan. These improvements will enhance an important gateway to the community and gathering space.

The scope of the project includes removal and replacement of concrete sidewalk, hot-mix asphalt patching, installation of a fountain feature and gateway signage, landscaping, irrigation, lighting, foundation for public art, repair of the clock, seat walls, and all other associated and incidental work to complete the project.

A Call for Bids was issued and published in accordance with the Village's Purchasing Policy. Four bids were received by the due date of May 19, 2026. A synopsis of the bids is as follows:

Contractor	Base Bid
Landworks Ltd.	\$2,451,279.00 (non-compliant bid)
Copenhaver Construction	\$2,541,189.55
Landmark Contractors	\$3,868,391.40
Schaefges Brothers	\$3,042,092.00

After review of the bids staff recommends award of the project to Copenhaver Construction. This contractor has satisfactorily completed projects within the Village, including the 2025 and 2026 Brick Street Maintenance projects and the 2021 Jefferson-Brookbank Sidewalk Connection. Landworks Ltd. did not meet certain bid requirements.

Attachments

Contract

Contractor Evaluation



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: Copenhaver Construction, Inc.
- II. Instructions and Specifications:
- A. Bid No.: S-013
- B. DemandStar Bid No.: CFB-22-0-2026/SG
- C. For: Linda Kunze Plaza/Main Street Train Station
- D. Bid Opening Date/Time: Tuesday, May 19, 2026 @ 9:00AM
- E. Pre-Bid Conference Date/Time: Tuesday, May 5, 2026 @ 9:00AM (Mandatory)
- 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: Thursday, April 23, 2026

This document comprises 145 pages.

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

STEPHANIE GRAVES
ENGINEERING MANAGER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5487
FAX: 630/434-5495
www.downers.us

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Copenhaver Construction, Inc.
17622 Depot Street
Union, IL 60180

OWNER:

(Name, legal status and address)

Village of Downers Grove
850 Curtiss Street
Downers Grove 60515

SURETY:

(Name, legal status and principal place of business)

West Bend Insurance Company
1900 South 18th Avenue
West Bend, WI 53095
Mailing Address for Notices
1411 Opus Place, Suite 450
Downers Grove, IL 60515

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

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

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

PROJECT:

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

Linda Kunze Plaza / Main Street Train Station

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

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

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

Signed and sealed this 19th day of May, 2026



(Witness) Livia Nelson



(Witness) Alexa Costello

Copenhaver Construction, Inc.
(Principal)

By: 
(Title) Ken Copenhaver - President

West Bend Insurance Company
(Surety) *(Seal)*

By: 
(Title) James T. Moore Attorney-in-Fact



State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry L Bacskai Notary Public of DuPage County, in the State of Illinois,

do hereby certify that James I. Moore Attorney-in-Fact, of the West Bend Insurance

Company who is personally known to me to be the same person whose

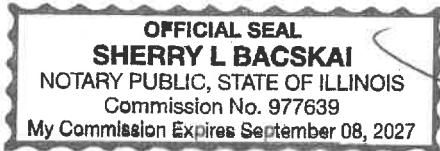
name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

West Bend Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in

said County, this 19th day of May, 2020.



[Handwritten Signature]

Notary Public Sherry L Bacskai

My Commission expires: September 8, 2027



Principal: Copenhaver Construction, Inc.

Obligee: Village of Downers Grove

Bond No. Bid Bond

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

James I. Moore

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

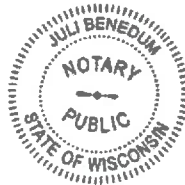
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Julie Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 19th day of May 2026



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit https://www.thesilverlining.com/annual-meeting for details regarding the annual membership meeting and your voting rights.

CALL FOR BIDS – FIXED WORKS PROJECT**Bid No.: S-013**

The VILLAGE OF DOWNERS GROVE will receive bids Monday through Friday, 7:30 A.M. to 4:30 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.

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: STEPHANIE GRAVES, in a sealed envelope marked "SEALED BID." The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.

1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.

1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

2. BID PREPARATION

2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.

2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the Work and become fully acquainted with the detailed requirements

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

2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*

2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.

2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids or the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.

2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of

work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.

2.7 The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.

2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.

2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.

2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.

2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.

2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.

3. PRE-BID CONFERENCE

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

3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.5 above.

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

4. BID SUBMISSION

4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village. Please do not bind any portion of the bid with staples.

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

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

5. BID MODIFICATION OR WITHDRAWAL

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

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

6. BID REJECTION

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

7. BIDDER COMPETENCY

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

8. BIDDER DISQUALIFICATION

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

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

8.1.2 Evidence of collusion among Bidders.

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

- 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
- 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
- 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
- 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
- 8.1.8 Failure to submit a signed Bidder's Certificate stating the following:
- 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
- 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and
- 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this Contract; and
- 8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

9. BASIS OF AWARD

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

10. AWARD OF CONTRACT

10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience, whether the Bidder participates in an apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training 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 forfeited to the Village, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

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

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

13. SECURITY FOR PERFORMANCE

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

14. TAX EXEMPTION

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

15. RESERVED RIGHTS

15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

16. CATALOGS AND SHOP DRAWINGS

16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the work or material he proposes to furnish.

17. TRADE NAMES AND SUBSTITUTIONS

17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Bidder's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

II. TERMS AND CONDITIONS

18. VILLAGE ORDINANCES

18.1 The successful Bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

19. USE OF VILLAGE'S NAME

19.1 The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

20. HOURS OF WORK

20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Sundays or legal holidays. The Contractor shall do no work on Saturdays, unless otherwise approved in writing by the Village. If approved by the Village, allowed work hours on Saturdays shall be between the hours of 8:00 a.m. and 3:00 p.m. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village. Any work, including the starting and/or idling of vehicles or machinery, or a congregation of workers prior to starting work, which may cause any noise level that can be heard by adjacent residents, performed outside of these hours of work and not authorized by the Village shall be subject to a fine of \$250 per day, per violation, which shall be deducted from the value of work completed.

21. PERMITS AND LICENSES

21.1 The Contractor shall obtain all necessary permits and licenses required to complete the Work. The cost of acquisition of all necessary permits, bonds, insurance and services as specified herein shall be considered INCLUDED IN THE TOTAL COST, and no additional compensation will be allowed the Contractor.

22. INSPECTION

22.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

23. DELIVERIES

23.1 All materials shipped to the Village must be shipped F.O.B. designated location, Downers Grove, Illinois.

24. SPECIAL HANDLING

24.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

25. NONDISCRIMINATION

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

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

25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

25.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 *et seq.*, The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 *et seq.*, and The Americans with Disabilities Act, 42 U.S.C. Secs. 12101 *et seq.*

26. SEXUAL HARASSMENT POLICY

26.1 The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

26.1.4 Describes the Contractor's internal complaint process including penalties;

26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

27. EQUAL EMPLOYMENT OPPORTUNITY

27.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

27.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

27.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.

27.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

27.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

27.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

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

28. DRUG FREE WORK PLACE

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

28.1.1 Publishing a statement:

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

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

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

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

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace

no later than five (5) days after such conviction.

28.1.2 Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Village's or Contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance programs;
- (4) the penalties that may be imposed upon employees for drug violations.

28.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

28.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.

28.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

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

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

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

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

30. PREVAILING WAGE ACT

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

30.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, the last four digits of the worker's social security number, gender, race, ethnicity, veteran's status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each

day, the starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor (IDOL) and must be preserved for five (5) years from the date of the last payment on the public work.

30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to IDOL no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Filing false records is a Class A misdemeanor.

30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

30.6 Any bond furnished as security for performance shall include a provision that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

31. PATRIOT ACT COMPLIANCE

31.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

32. INSURANCE REQUIREMENTS

32.1 Prior to starting the Work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by

law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section.9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

32.2 Comprehensive General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a “Per Project Basis”.

32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.

32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers, its officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.

32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

32.10 Any deductibles or selfinsured 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 selfinsured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

33. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

33.2 The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its subcontractors.

34. SUBLETTING OF CONTRACT

34.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of this Contract. All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

35. TERMINATION OF CONTRACT

35.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason.

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

36. BILLING AND PAYMENT PROCEDURES

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

36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 *et seq.* The notice shall identify the defect and any additional information necessary to correct it.

36.3 As this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2 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 AND STEEL PRODUCTS PROCUREMENT ACT

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

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

40.3 Any steel products used or supplied in accordance with this Contract shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*).

41. CAMPAIGN DISCLOSURE

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

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

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

41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any

Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

42. GUARANTEE PERIOD

42.1 The Contractor shall guarantee all work and provide a maintenance bond for the full amount of the contract, covering a minimum period of one (1) year after approval and acceptance of the Work. The bond shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantee periods are required, they will be noted in the Special Provisions for this project.

43. SUCCESSORS AND ASSIGNS

43.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

44. WAIVER OF BREACH OF CONTRACT

44.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

45. CHANGE ORDERS

45.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.

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

46. SEVERABILITY OF INVALID PROVISIONS

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

47. GOVERNING LAW 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
850 Curtiss St.
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 As the work contemplated by this Contract is funded or financed in whole or in part with State Funds or funds administered by the State, Contractor agrees to comply with the terms of the Employment of Illinois Workers on Public Works Act by employing at least 90% Illinois laborers on the project. 30 ILCS 570/1 *et seq.* Contractor agrees further to require compliance with this Act by all of its subcontractors.

52. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

52.1 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.**

53. DCEO BEP UTILIZATION PLAN

53.1 The Village has received a grant in the amount of \$525,000 from the Department of Commerce and Economic Opportunity (DCEO), which shall be used to fund the work subject to this Contract. The Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01 *et seq.*) requires certain DCEO grants include goals for contracting with businesses that have been certified as Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE), Women/Minority Business Enterprise (WMBE) and/or Persons with disabilities-owned Business Enterprises (PBE) ("BEP vendors" collectively). As a condition of being awarded grant funds, the Village must submit a Business Enterprise Program (BEP) utilization plan evidencing that the work to be completed under this Contract meets the grant's goal for BEP vendor utilization. **The BEP utilization goal for the work to be completed under this Contract is 28%, with 18% of grant dollars going to minority-owned business enterprises, and 10% going to women-owned business enterprises or persons with disabilities-owned business enterprises.** The goal is based on the availability of certified vendors to perform the anticipated work opportunities providing for in the grant. All bidders shall submit

a completed utilization plan identifying whether the bidder, and each of its proposed subcontractors are certified with the Commission on Equity and Inclusion, the type of certification held, and the price of work to be allocated to the bidder and each subcontractor. If the Contractor intends to use a subcontractor that is a certified vendor to fulfill the contract goal, a participation agreement executed between the Contractor and the certified subcontractor must be included with the utilization plan. Failure to complete and include a utilization plan, including documentation demonstrating good faith efforts when requesting a waiver, shall render the bid or offer non-responsive.

54. ILLINOIS WORKS REVIEW PANEL

54.1 As a condition of being awarded this Contract, Contractor and all subcontractors shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel.

55. COMPLIANCE WITH ILLINOIS WORKS JOBS PROGRAM ACT

55.1 The goal of the Illinois Apprenticeship Initiative is that 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. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Preapprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Contractor shall comply with, and aide the Village in compliance with, all requirements of the Illinois Works Apprenticeship Initiative, including but not limited to providing documentation evidencing compliance with the Illinois Works Apprenticeship Initiative's requirements, or seeking a waiver from said requirements.

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, 2020 (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, 2024 (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 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby ineffective and not a part of this Contract.

2. COOPERATION OF CONTRACTOR

2.1 The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.

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

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

3.1 Section 107 of the SSRBC shall govern the Contractor’s legal regulations and responsibility to the public, with the following additions:

3.1.1 PROJECT SAFETY. Add the following to Article 107.28:

3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well-being of those engaged in the completion of the Work specified in this Contract.

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 WilliamsStelger 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. Any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

3.1.3 OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS. The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.

3.1.4 BARRICADES AND WARNING SIGNS. The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

4. PROSECUTION AND PROGRESS

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

4.1.1 The Contractor shall schedule his work such that all improvements shall be complete by **Friday, November 13, 2026.** The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.

4.1.2 The total duration of disturbance for work related to means of public egress through the project site

or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed ten (10) calendar days. The Contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.

4.1.3 The Contractor shall also make special note of the following work schedule requirements:

4.1.3.1 The Contractor shall not begin work prior to July 6, 2026.

4.1.3.2 Refer to Sheet 5 of the plans for required phasing of work operations.

4.1.4 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1, 4.1.2, 4.1.3, or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC. 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.

4.1.5 Upon substantial completion of the project, the Engineer will deliver to the Contractor a punch list as well as a due date for completion of the punch list. If the Contractor fails to complete the punch list by the stated punch list completion date, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.

4.1.5 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.

4.1.6 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

5. MEASUREMENT AND PAYMENT

5.1 Section 109 of the SSRBC shall govern measurement and payment, with the following additions:

5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)

5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project and certified payroll records, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors **MUST** accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

5.1.3 For each progress payment made to the Contractor prior to acceptance of the Work by the Village,

the Village shall have the right to retain ten percent (10%) of the amount due to the Contractor for each such payment. The Village may, in its sole discretion, reduce the amount to be retained at any time.

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

6. SCOPE OF WORK

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

6.1.1 Modify Article 104.02 as follows:

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

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

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

If alterations or changes in quantities do not significantly change the character of the work to be performed under contract, the altered work will be paid for as provided elsewhere in the contract. The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction.

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 OR DECREASED will be paid for as specified in paragraph (a) above.
- (c) Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for according to Article 109.04.
- (d) Extra work for which there is a pay item at unit price in the contract which for any one or more of the following reasons materially increases or decreases the cost of the pay item as bid and which is not included in the prices bid for other items in the contract will be paid for according to Article 109.04. This includes:
 - (1) Work involving a substantial change of location.

- (2) Work which differs in design.
- (3) Work requiring a change in the type of construction.
- (e) In cases where the Department cancels or alters any portion of the contract items, items which are partially completed will be paid for as specified in Article 109.06.

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

IV. SPECIAL PROVISIONS

INDEX OF SPECIAL PROVISIONS

GENERAL REQUIREMENTS

SP-01 SCOPE OF WORK

SP-02 GENERAL CONSTRUCTION REQUIREMENTS

SP-03 ACCESS AND WATER SHUT-OFF NOTIFICATION

SP-04 DRIVEWAY ACCESS NOTIFICATION

SP-05 STATUS OF UTILITIES

SP-06 UTILITIES TO BE ADJUSTED

SP-07 UTILITIES TO BE WATCHED AND PROTECTED

SP-08 PRECONSTRUCTION VIDEOTAPING

SP-09 STORAGE OF MATERIALS AND EQUIPMENT

SP-10 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC

SP-11 CONSTRUCTION STAKING

SP-12 TREE PROTECTION

SP-13 TREE ROOT PRUNING

SP-14 EROSION AND SEDIMENTATION CONTROL

SP-15 EXPLORATORY TRENCH, SPECIAL

SP-16 STREET SWEEPING AND DUST CONTROL

SP-17 CLEANING UP

SITE PREPARATION AND REMOVALS

SP-18 IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

SP-19 AGGREGATE FOR TEMPORARY ACCESS

SP-20 SAW CUTTING

SP-21 REMOVAL OF EXISTING STRUCTURES

SP-22 DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED

SP-23 SANITARY MANHOLES TO BE REMOVED

TECHNICAL SPECIFICATIONS

SP-24 EARTH EXCAVATION, SPECIAL

SP-25 TRENCH BACKFILL

SP-26 SEWER CONNECTIONS

SP-27 SANITARY SEWER, PVC

SP-28 WATER SERVICE LINE

SP-29 CONCRETE CURB TYPE B, 6"

SP-30 PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH

SP-31 CLASS B PATCHES, 10 INCH

SP-32 CLASS D PATCHES (SPECIAL)

SP-33 DETECTABLE WARNINGS

SP-34 PAVEMENT MARKINGS, SPECIAL

SP-35 CONCRETE FOUNDATION

SP-36 MASONRY SEAT WALL

SP-37 PLAZA GATEWAY, COMPLETE

SP-38 REINSTALL SALVAGED DEDICATION PLAQUES

SP-39 BENCH

SP-40 TRASH RECEPTACLE

SP-41 RECYCLING RECEPTACLE

SP-42 PLANTER POT

SP-43 TREE GRATE ASSEMBLY, COMPLETE

SP-44 TREE WELL SYSTEM, COMPLETE

SP-45 REPAIR STREET CLOCK, COMPLETE

SP-46 TOPSOIL FOR LANDSCAPE BED

SP-47 WEED CONTROL, PRE-EMERGENT

SP-48 PLANTING WOODY PLANTS

SP-49 PLANTING PERENNIAL PLANTS

SP-50 WATER SERVICE, METER, BACKFLOW PREVENTOR

SP-51 AUTOMATIC IRRIGATION SYSTEM, COMPLETE

SP-52 LIGHTING UNIT COMPLETE, SPECIAL

SP-53 LIGHTING UNIT, FLOOD

SP-54 REMOVAL OF LIGHTING UNIT, SALVAGE

SP-55 REMOVAL OF LIGHTING UNIT FOUNDATION

SP-56 CONDUIT IN TRENCH

SP-57 CONDUIT PUSHED

SP-58 HANDHOLE COMPOSITE CONCRETE

SP-59 GFCI POWER PEDESTAL

SP-60 GFCI POWER PEDESTAL FOUNDATION, METAL

SP-61 WIRE AND CABLE

SP-62 UNDERGROUND RACEWAYS

SP-63 UNIT DUCT

SP-64 FOUNTAIN

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.

GENERAL REQUIREMENTS

SP-01 SCOPE OF WORK

The 2026 Plaza Improvement project shall generally consist of the following:

1. Fountain replacement, sidewalk upgrades, lighting, and amenities for the Linda Kunze Plaza at Main Street and Burlington Avenue adjacent to the Metra train station.

The project generally consists of modifications to curb and gutter and sidewalk configurations to provide additional pedestrian space for amenities and landscape improvements. The work includes P.C.C. Sidewalk removal and replacement, earth excavation, combination concrete curb and gutter removal and replacement, concrete planter curb installation, masonry seat wall installation, storm sewer utility modifications, electrical and lighting installation, fountain removal and replacement, fabrication and installation of gateway structure, furnishings, landscape, irrigation, and all collateral work and restoration.

All work must comply with the latest requirements of the Americans with Disabilities Act (ADA), Public Right-of-Way Accessibility Guidelines (PROWAG), the Illinois Accessibility Code (IAC) and Manual on Uniform Traffic Control Devices (MUTCD).

The Village reserve the right to award based on any bid, combination of bids or all bids, whatever is deemed to be in the best interest of the Village.

SP-02 GENERAL CONSTRUCTION REQUIREMENTS

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

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

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

Protection of Work

The Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Cleaning Up

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

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

SP-03 ACCESS AND WATER SHUT-OFF NOTIFICATION

Description. 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.

Measurement. This work shall not be measured for payment and shall be considered INCIDENTAL to the project.

Basis of Payment. This work shall not be paid for separately and shall be considered INCIDENTAL to the project.

SP-04 DRIVEWAY ACCESS NOTIFICATION

Description. If access to a driveway will be blocked, 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 driveway or make other arrangements. 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.

Samples of written notices shall be submitted to the Engineer for approval before Notice to Proceed is

given.

Measurement. This work shall not be measured for payment and shall be considered INCIDENTAL to the project.

Basis of Payment. This work shall not be paid for separately and shall be considered INCIDENTAL to the project.

SP-05 STATUS OF UTILITIES

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

SP-06 UTILITIES TO BE ADJUSTED

Description. Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The responsible agency must relocate, or complete new installations as noted below; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

STAGE LOCATION /	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
MAIN ST STA 13+57 TO STA 13+95	Nicor 2" Gas Main	Potential Conflict with Proposed Seat Wall and Nicor Gas Main	Nicor	1 week

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
AT&T Distribution			g11629@att.com
AT&T Transmission	Ken Caudill		Ken.Caudill@kci.com
CenturyLink			NATIONALRELO@CENTURYLINK.COM
ComEd			PlanSubmittalsandMapRequests@exeloncorp.com
Crown Castle			FIBER.DIG@CROWNCastle.COM
Downers Grove Sanitary District	Keith Shaffner	630-353-3610	kshaffner@dgsd.org
MCI/Verizon			INVESTIGATIONS@VERIZON.COM
Nicor Gas			gasmaps@agresources.com

SP-07 UTILITIES TO BE WATCHED AND PROTECTED

Description. The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances, the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owner's part can be secured.

No facilities requiring extra consideration

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be considered in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided above for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation duration must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor, and the utility companies when necessary.

The contractor is responsible for contacting JULIE prior to any excavation work. Please note that IDOT electrical facilities are not part of the one-call locating services, such as JULIE.

Please note, the marking of underground facilities does not absolve the contractor of their responsibility to repair or replace any facilities damaged during construction at their expense.

The Contractor is also responsible for investigating/verifying any and all potential conflicts with existing utilities per special provision for EXPLORATORY TRENCH, SPECIAL.

SP-08 PRECONSTRUCTION VIDEOTAPING

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

Measurement. This work shall not be measured for payment and will be considered a LUMP SUM including all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per LUMP SUM for

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

SP-09 STORAGE OF MATERIALS AND EQUIPMENT

Description. At no time shall the Contractor store materials and equipment in private or public rights-of-way. Parking or storing construction vehicles and equipment overnight is strictly prohibited including, but not limited To, box trucks, dump trucks, pavers, trailers, etc.

SP-10 TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC

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.

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.

HIGHWAY STANDARDS: 701501, 701701, 701801, 701901

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.

One through lane with a minimum driving width of 10 feet must be maintained at all times when concrete crossings or any other concrete on the driving surface is curing. Adequate traffic control signage shall be placed to direct traffic through the intersection. In the event that one direction of vehicular travel must be closed, with the approval of the Engineer, and when the Contractor is working, 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.

No street closure shall be permitted without the express written permission of the Engineer. No street closure may exceed 800 linear feet, nor be in effect from Friday at 3:30PM to Monday at 9:00AM.

The Contractor shall maintain their operations in a manner such that traffic flow shall not be substantially impeded during the construction of the proposed improvements. Where traffic must cross open trenches during a given workday, the Contractor shall provide steel plates at street intersections and driveways. Prior to the end of a given workday, 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, directional information and other controls or directions necessary for safe passage of traffic around or through 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.

Unless approved in writing by the Village and as directed by the Engineer, no more than two corners at each intersection may be closed to the pedestrian traffic at any time. Contractor shall provide SIDEWALK CLOSED AHEAD signs at the nearest intersection to each end of the closure. Additional SIDEWALK CLOSED AHEAD signs may be requested at various locations, such as mid-block or wherever necessary by Engineer. Where closure occurs at the corners, SIDEWALK CLOSED USE OTHER SIDE shall be placed for every point of egress leading up to the work area. Temporary stone will be required at all locations from time of removal to final pour. A sign with "CAUTION UNEVEN GRAVEL SURFACE" shall be placed on Type 1 barricade in advance of temporary stone.

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 business arrival and departure schedules. The Contractor is responsible for all traffic control and this item is incidental to the cost of the overall contract work.

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

DEFICIENCY CHARGE:

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

Failure to comply with the Contract or as directed by the Engineer as it relates to corrections or modifications to the traffic control and protection will result in a deduction of either \$1,000 or 0.05 percent

of the awarded contract value, whichever is greater, in accordance with Article 105.03. This charge is separate from the cost of any corrective work ordered. The Contractor shall not be relieved of any contractual responsibilities by the Village's actions.

Measurement. This work shall not be measured for payment and will be considered a LUMP SUM including all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC which price shall be payment in full for the installation and maintenance of any and all traffic control devices, including but limited to those specified herein, to protect the work and public for the duration of the Project.

SP-11 CONSTRUCTION STAKING

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.

Measurement. This work shall not be measured for payment and will be considered a LUMP SUM including all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per LUMP SUM for CONSTRUCTION STAKING which price shall be payment in full for the work as specified herein.

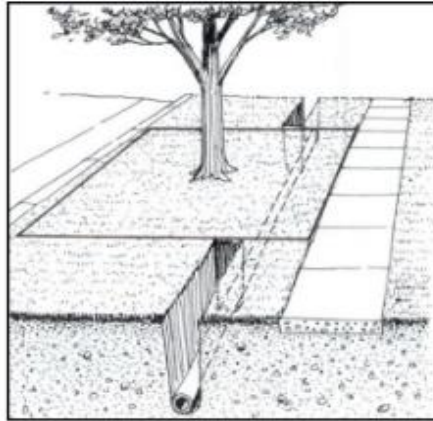
SP-12 TREE PROTECTION

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

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

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

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



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

For projects that involve excavations of one (1) foot or more in depth in the parkway or street or both, fencing of the public parkway trees shall be required. Example projects include, but are not limited to, watermain replacements with new roundway keystops and domestic service box installations, sanitary line replacements and new service connections, new or replacement natural gas services, new or replacement phone or fiber optic lines, or new or replacement storm sewers, or projects that widen roads which in turn decreases the e fencing (listed above) shall fence the public parkway trees with six (6) foot high chain link construction fence secured to metal posts driven in the ground which are spaced no further than ten (10) feet apart. The dimensions of the fence shall depend on the tree diameter size and shall follow the table listed for the CRZ above, or as large as practical dependent on driveways and other field conditions. The fenced rectangle shall have three (3) sides with the opening facing the adjacent residences for easy access for mowing or tree care. Under no circumstances shall any items be stored within the fence. All fencing shall be maintained daily in an upright good condition. The size and location of all fencing shall be shown on the project plan sheets.

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

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

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

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

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

Measurement. This work shall not be measured for payment and shall be considered INCIDENTAL to the project.

Basis of Payment. This work shall not be paid for separately and shall be considered INCIDENTAL to the project.

Tree removal as defined by the standard specifications, which will be paid for separately.

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 ten inches (10") from the tree-side edge of the proposed sidewalk.

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

Measurement. This work will be as measured in place per FOOT and shall include all materials, labor, and equipment required to complete this work.

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 no additional compensation will be allowed.

SP-14 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 in the field by the Engineer. Dewatering and bypass pumping and all sediment control measures required, in addition to measures shown on plans, shall be incidental to the installation of storm sewer pipes and structures.

Erosion and sedimentation control measures as indicated in the Erosion Control Plan, or as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site. Failure to properly install and maintain erosion control measures per the Erosion Control Plan, or as directed by the Engineer, shall result in a \$1000/day fine, which shall be deducted from the value of work completed, until deficiencies are rectified as approved by the Engineer.

Perimeter Erosion Barrier and Inlet Filters: Items include placement, maintenance, and removal of compost filter socks and filter baskets at areas designated by the Engineer.

Measurement. This work will be as measured in place per FOOT for PERIMETER EROSION BARRIER and per EACH for INLET FILTERS and shall include all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per FOOT for PERIMETER EROSION BARRIER and per EACH for INLET FILTERS, which price shall be payment in full for the work as specified herein and no additional compensation will be allowed.

SP-15 EXPLORATORY TRENCH, SPECIAL

Description. This work shall consist of excavating a trench for the purpose of verifying clearances and locations of existing private and public utilities and storm sewers prior to constructing proposed

utilities. The exploration trench shall be constructed at the locations as determined by the Engineer and in accordance with Article 213.02 of the Standard Specifications, except as modified herein.

The depth of the trench shall be variable, but shall be deep enough to locate all potential conflicts. The width of the trench shall be sufficient to allow proper investigation of the entire trench. The exploration trench shall be backfilled with gradation CA 6 stone, the cost of which shall be included in the item of EXPLORATION TRENCH (SPECIAL).

Measurement. This work will be measured for payment per horizontal lineal foot of actual trench constructed.

Basis of Payment. This work will be paid for at the contract unit price per foot for EXPLORATION TRENCH (SPECIAL), regardless of the depth required, and no extra compensation will be allowed for any delays, inconveniences or damages sustained by the Contractor performing the work.

SP-16 STREET SWEEPING AND DUST CONTROL

Description. 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.

Measurement. This work shall not be measured for payment and will be considered per HOUR including all materials, labor, and equipment required to complete this work.

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-17 CLEANING UP

Description. 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.

SITE PREPARATION AND REMOVALS

SP-18 IEPA CLEAN CONSTRUCTION OR DEMOLITION DEBRIS

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 truckload 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 truckloads 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 truckload is rejected by a CCDD facility after leaving the project site and said truckload is not identified in the on-site screening log, the Contractor shall still be required to properly dispose of the material and provide the Village with the necessary documentation but shall not be additionally compensated as specified below.

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

Measurement. This work shall not be measured for payment per LOAD including all materials, labor, and equipment required to complete this work.

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-19 AGGREGATE FOR TEMPORARY ACCESS

Description. This work shall consist of the construction and maintenance of an aggregate surface course for maintaining access to intersecting streets and driveways as specified in Article 107.09 of the Standard

Specifications. During construction, the Contractor shall provide access at all times for emergency vehicles, school buses, and all abutting properties.

Aggregate for temporary access roads and driveway aprons shall be removed and/or reused at the direction of the Engineer. Aggregate surface shall be constructed in accordance with the applicable portions of Section 402 of the Standard Specifications excepting that the coarse aggregate shall meet CA-6 gradation, and 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.

Measurement. This work shall be measured per TON including all materials, labor, and equipment required to complete this work.

Basis of Payment. This work will be paid for at the contract unit price per TON for AGGREGATE FOR TEMPORARY ACCESS, which price shall include furnishing, transporting, placing, maintaining, and removing, reusing, or disposing of the aggregate as herein specified and as directed by the Engineer. Payment for aggregate will be made for its initial use only, regardless of the number of times it may be moved.

SP-20 SAW CUTTING

Description. This work shall consist of saw cutting existing sidewalk along the limits of removal as indicated by the Engineer. Saw cutting shall be full depth for bituminous pavement and 1-1/2 inch depth for concrete through drive approaches for removal of driveway necessary for sidewalk installation for the purpose of delineating sidewalk edges and contraction joints where none currently exist.

Measurement. This work shall not be measured for payment and shall be considered INCIDENTAL to the project.

Basis of Payment. This work shall not be paid for separately and shall be considered INCIDENTAL to the project.

The Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the 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. Driveways shall be kept barricaded for a minimum of four (4) days after placement of concrete or as determined by the Engineer. The curing time may be reduced if High Early Strength PCC is used.

SP-21 REMOVAL OF EXISTING STRUCTURES

Description. This work shall consist of removing existing site components including landscape, irrigation, hma pavement, pcc sidewalk, unit paving, pcc curbs, seat walls, columns, and fountain basin, piping, mechanicals, and equipment as depicted on the plan and detail sheets. This work shall be completed in accordance with Section 501 of the Standard Specifications except as indicated herein and on the plans.

Measurement. The contract unit price for removal of existing structures shall include all excavation, removal, and disposal of the entire component, including all reinforcement and accessory items, and all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per UNIT for ITEMS AS

INDICATED ON THE PLANS, and no additional compensation will be allowed.

SP-22 DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED

Description. This work shall be done in accordance with Section 602 of the Standard Specifications except as modified herein.

602.01 Description. Revise this Article to read:

“**602.01 Description.** This work shall consist of adjusting existing catch basins, manholes, inlets, or valve vaults.”

602.02 Materials. Revise Note 2 to read:

Note 2. Riser rings fabricated from recycled rubber may be used to adjust the frames and grates of drainage and utility structures up to a maximum of 50 mm (2 in.). They shall be installed and sealed underneath the frames according to the manufacturer’s specifications.

Recycled rubber products shall consist of no less than 80 percent by weight recycled rubber. The riser shall meet or exceed the following when maintained at $23 \pm 2^\circ\text{C}$ ($73 \pm 3^\circ\text{F}$) for at least 24 hours prior to and during testing.

Physical Property	Test Standard	Value
Density	ASTM C 642-90	1.10 ± 0.034 g/cu cm (68.63 ± 2.11 lb/cu ft)
Durometer Hardness	ASTM D 2240-97 Shore A	72 ± 6^1
Compression Deformation under 1000 kPa (145 psi)	ASTM D 575 – Test Method B Test of Specified Force	9 ± 4 %
Compression Set	ASTM D 395 – Illinois Modified Test Method B Compression Set under Constant Deflection in Air	5 ± 3 % ²
Weathering (70 hrs at 70 °C (158 °F)) Hardness retained	ASTM D 573	98 %, minimum
Freeze/thaw when exposed to deicing chemicals	ASTM C 672-91	3 % loss, maximum

¹ Average of three tests over a 28 mm (1.12”) diameter sample.

² Samples compressed to 75 percent of initial height.

Recycled rubber adjusting rings shall have no void areas, cracks, or tears, and have no effects due to exposure to ultraviolet light. The actual diameter or length shall not vary more than 3 mm (0.125”) from the specified diameter or length. Variations in height are limited to ± 1.6 mm (0.063”) for parts up to 50 mm (2”).”

602.11 Furnishing and Placing Castings. Revise the last three sentences of the second paragraph of part (c) of this Article to read:

“Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class SI concrete to the elevation of the

surface of the base course or binder course. The Class SI concrete shall be cured for a period of 72 hours. HMA materials will not be allowed to backfill around an adjusted casting.”

602.16 Basis of Payment. Revise the second paragraph of this Article to read:

“This work shall be paid for at the contract unit price each for DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED, which price shall include the adjustment of existing catch basins, manholes, inlets or valve vaults, resetting the frame and grate or lid, removing and resetting the existing external chimney seal, and excavation and backfilling.”

SP-23 SANITARY MANHOLES TO BE ADJUSTED

This work shall consist of the adjustment of sanitary manholes. This work shall be done in accordance with the detail included in the plans and Section 602 of the Standard Specifications. Rings and frames shall be completely sealed iwth preformed bituminous mastic (Easy Stik or approved equal). Mortar shall not be used

Basis of Payment. This work will be paid for at the contract unit price per each for SANITARY MANHOLES TO BE ADJUSTED, which price shall include all of the above.

TECHNICAL SPECIFICATIONS

SP-24 EARTH EXCAVATION, SPECIAL

Description. This work shall consist of the excavation, removal, and disposal of existing materials located on site required for installation of sidewalks and other site improvements. Earth Excavation shall include removal of existing aggregate base and underlying soil to the depth specified on the plans. Removal of existing concrete shall be paid for under SIDEWALK REMOVAL. This work shall be as specified and in accordance with Sections 202, 204, 205 and 440 of the SSRBC and as specified herein.

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

Basis of Payment. This work shall be paid for at the contract unit price per CUBIC YARD for EARTH EXCAVATION, SPECIAL, which shall include all labor, materials, and equipment necessary to do the work.

SP-25 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.

Method of Measurement and Basis of Payment. This work shall not be paid for separately and shall be included in the cost of the applicable utility pay item. Re-use of excavated materials for Trench Backfill, as allowed by the Engineer, will not be paid for separately but shall be considered included in the underground installation cost.

SP-26 SEWER CONNECTIONS

This work shall be done in accordance with applicable Sections of the Standard Specifications for proposed sewer or drainage structures, except as modified herein.

Description. This work shall consist of making sewer and/ or underdrain connections to existing or proposed sewer or drainage structures at the locations shown on the plans or as determined by the Engineer.

Basis of Payment. The cost of making sewer connections to existing or proposed sewer or drainage structures shall be included in the cost of the sewer or structure being constructed.

SP-27 SANITARY SERVICE PVC

Description. This work shall consist of removal of the existing sanitary sewer service and constructing polyvinyl chloride (PVC) sanitary sewer as shown on the plans. All work shall be performed in accordance with Section 550 of the Standard Specifications and Section 31 and 41 of the Water and Sewer Specifications. Excavation and trench backfill necessary for sewer installation shall be considered incidental to this pay item. Removal of any any existing pipe shall be considered incidental to this pay item.

Materials. PVC pipe shall be homogenous throughout and free from cracks, holes, foreign matter or other defects. The pipe shall be shipped with one coupling factor applied. Pipe shall have a ring painted around the uncoupled end in such a manner as to allow field checking the settling depth of pipe in the socket. Material shall be as follows:

- PVC pipe SDR 26 complying with ASTM D2241, 160 psi pressure pipe push-on bell and spigot type with rubber ring seal gasket ASTM D3139.

Joints shall be gasketed push-on joints, meeting the requirements of ASTM F477. A non-shear mission coupling, such as MaxAdapter as manufactured by Gripper Gasket, or StrongBack as manufactured by Fernco, shall be used to secure each connection between dissimilar pipe material as necessary.

Couplings shall be specifically sized for the materials being connected and shall include two stainless steel

adjustable bands.

Construction. All sewer and water mains shall be constructed in accordance with the standard specifications and construction details and ordinances of Downers Grove Sanitary District (DGSD), Illinois Recommended Standards for Sewage Works, latest edition, Standard Specifications for Sewer and Water Construction in Illinois, latest edition, and the Standard Specifications for Road and Bridge Construction in Illinois, latest edition. Contractor shall notify DGSD at least two (2) working days (48 hours) prior to the start of water and/or sewer construction at 630-969-0664. DGSD shall be granted access to all parts of the construction site and shall have the authority to inspect, approve, and/or reject all sanitary sewer and sanitary service improvements. All sanitary sewer shall be inspected and approved by DGSD prior to backfill. Pipe bedding and trench backfill shall be in accordance with detail provided.

Record Drawings. All Manholes shall be numbered with record rim and invert elevations. All pipes shall include lineal footage between center of manholes, diameter of pipe, material type, and record slope.

Method of Measurement. This work shall be measured per linear FOOT for sanitary sewer to be installed based on pipe diameter as indicated on plans.

Basis of Payment. This work will be paid for at the contract unit price per linear FOOT for SANITARY SERVICE REMOVAL & REPLACEMENT, PVC of the size indicated. Prices shall include all labor, materials, and equipment necessary to satisfactorily complete the Work as specified herein. TRENCH BACKFILL shall not be paid for separately but included in the cost of this pay item.

SP-28 WATER SERVICE LINE

Description. This work shall consist of furnishing and installing water service lines at each location as shown on the plans. This work shall include all labor, material, equipment, tools, transportation, permits, and services to install water service lines via horizontal directional drilling or open cut methods, in accordance with sections 561, 562, 563, and 565 of the Standard Specification for Road and Bridge Construction and the Standard Construction Details, except as herein modified.

Materials.

Water Service Line.

Provide 1.5" water service line, Type K.

Construction.

Installation of Main and Lateral Piping.

Pipe must be free of all dust, dirt, moisture, grease, oil, or any other foreign material.

Install water service lines with a minimum depth of cover of five feet and six inches below finished grade ground level unless otherwise indicated on the Drawings.

Water service will be installed by horizontal directional drilling method under street pavements.

Do not splice the water service pipe.

Measurement. This work will be as measured in place per FOOT along the centerline of the pipe.

Basis of Payment. This work shall be paid for at the contract unit price per FOOT for WATER SERVICE LINE, of the type and installation method specified, including all labor, material, equipment, and services necessary, and no additional compensation will be allowed.

SP-29 CONCRETE CURB TYPE B, 6”

Description. This work shall consist of the placement of Concrete Curb, of the type, size and location shown on the plans. All Concrete Curb shall be placed by methods and materials as specified in Articles 606 and 1020 of the SSRBC, except as amended herein.

The curb shall be placed on a bed of six inches compacted CA-6 Aggregate. Backfill shall consist of CA-6 aggregate and shall be incidental to Concrete Curb installation. Backfill shall be tamped in place with a mechanical tamper.

Placement of Concrete Curb Type B shall include the following:

- a) Concrete colorant to be added to cement mix. Concrete colorant shall be “Harvest Wheat” (Product #U16) supplied by Butterfield Color (1-800-282-3388). Contractor shall provide a sample of their proposed cured colored concrete, which shall be approved by the Engineer prior to ordering or placing any material.
- b) The use of Class SI Portland cement concrete, 6.05 cwt/cy mix, with 6% air entrainment, 3" slump;
- c) The saw cutting of 2 inch deep joints at not more than 15-foot intervals, within 24 hours after being placed;
- d) The placement of 2 dowel bars spaced at 6” on center equal distance from top and bottom of the curb of existing concrete curb, and at expansion joints, in accordance with the detail shown on the plans;
- e) The placement of 3/4 inch pre-molded expansion joint filler perpendicular to the centerline of the roadway for the full depth of the curb, where abutting existing concrete curb and gutter, at 10 feet either side of a utility structure, at construction joints at the ends of pours, at not more than 90 foot intervals;
- f) The proper curing of all concrete work utilizing the methods and materials outlined in Articles 424 and 1022.01 of the SSRBC (Type 2 membrane curing with red dye is preferred);
- g) The backfilling of all curb work with materials approved by the Engineer.

At locations shown on the plans or where directed by the Engineer the contractor will use High-early strength concrete. The desired concrete mix shall have a minimum compressive strength of 3,000 psi at 24 hours. Mix design shall be submitted to the Engineer for review and approval.

Measurement. This work will be measured in place at the contract unit price per FOOT and shall include all earth excavation, subgrade preparation, base material, formwork, reinforcement, finishing, cleanup, and all materials, labor, and equipment required to complete this work.

Basis for Payment. This work shall be paid for at the contract unit price per FOOT for CONCRETE CURB TYPE B, 6”, which price shall be payment in full for the work as specified herein.

SP-30 PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH

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

Removal of existing sidewalk shall include saw cutting and disposal of existing concrete as directed by the Engineer, as well as bituminous paved sidewalks and/or bituminous overlayment of existing sidewalks and shall be paid for separately in accordance with the specification for SIDEWALK REMOVAL.

Excavation for sidewalk shall be performed as to limit impacts to the parkway as much as possible.

The unit price for placement of sidewalk shall include the following:

- a. Excavation to proposed sub-grade and removal of existing material. Removal of existing concrete and brick/paver sidewalks shall be paid for separately.
- b. Furnishing, placement and compaction of four inches (4") of AGGREGATE BASE COURSE, TYPE B with the methods and with materials in accordance with Section 351 and of Article 1004.04 of the SSRBC, use of recycled materials shall not be allowed unless with a prior written permission by the Engineer;
- c. All work must comply with the latest requirements of the Americans with Disabilities Act (ADA), Public Right-of-Way Accessibility Guidelines (PROWAG), the Illinois Accessibility Code (IAC) and Manual on Uniform Traffic Control Devices (MUTCD). Specifically, the setup of form work such that the maximum running slope of the finished walk does not exceed 5 percent (1:20) or not to exceed the general grade established for the roadway, and the cross slope is not more than 2 percent (1:50). Sidewalks with running slope exceeding 5% shall meet all the ramp requirements. Except in areas noted on plans and approved by the Engineer.
- 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, 1/2-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. 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 continuously 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.
- h. 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), WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR;
- i. All other work labor, material, tools, and equipment required to perform the work specified herein and as shown on the plans.

When sidewalks are closed to pedestrians the Contractor shall refer to the Sidewalk Phasing and Maintenance of Traffic plan and Highway Standard 701801.

A concrete washout shall be furnished by the Contractor and shall be located on site in a location that does not interfere with traffic or access to businesses. Furnishing and disposing of the concrete washout(s) shall be included in the unit price for sidewalk.

Portland Cement Concrete Sidewalk, 5 inch, California Finish

As above in addition to the following:

- a) Concrete colorant to be added to cement mix. Concrete colorant shall be “Harvest Wheat” (Product #U16) supplied by Butterfield Color (1-800-282-3388). Contractor shall provide a sample of their proposed cured colored concrete, which shall be approved by the Engineer prior to ordering or placing any material.
- b) California Finish. Sidewalk shall have a 4” Troweled smooth border with light broom finish perpendicular to direction of path.

Measurement. This work will be measured in place at the contract unit price per SQUARE FOOT and shall include all earth excavation, subgrade preparation, base material, formwork, reinforcement, finishing, cleanup, and all materials, labor, and equipment required to complete this work.

Basis of Payment: This work shall be paid for at the contract unit price per SQUARE FOOT for PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, CALIFORNIA FINISH, which price shall be payment in full for the work as specified herein.

Portland Cement Concrete Sidewalk, 5 inch, Scored Pattern

As above (excluding California Finish) in addition to the following:

- a) Contractor shall saw cut sidewalk within 24 hours of placement, or as directed by the Engineer, to the pattern as shown on the plans or as directed by the Engineer. Contractor shall provide a sample of the proposed saw cut pattern along with the Contractor’s method for saw cutting the pattern, which shall be approved by the Engineer prior to placement of any PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, SCORED PATTERN.

Measurement. This work will be measured in place at the contract unit price per SQUARE FOOT and shall include all earth excavation, subgrade preparation, base material, formwork, reinforcement, finishing, cleanup, and all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per SQUARE FOOT for PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, SCORED PATTERN, which price shall be payment in full for the work as specified herein.

SP-31 CLASS D PATCHES AND CLASS D PATCHES (SPECIAL)

Description. This work shall be done in accordance with Section 442 of the Standard Specifications except as modified herein.

442.01 Description. Delete all reference to a specified “type” in this Article.

Delete Note 2 from Article 442.02 of the Standard Specification and replace with the following:

“Note 2. The mixture composition of the HMA used shall be binder course and surface course as specified in the Hot-Mix Asphalt Mixtures Requirements table in the plans.”

442.11 Basis of Payment. Revise the second paragraph of this Article to Read:

“This work will be paid for at the contract unit price per square yard for CLASS D PATCHES or CLASS D PATCHES (SPECIAL), of the thickness specified.”

SP-32 IDOT D1 HMA SPECIFICATIONS
Hot-Mix Asphalt Binder and Surface Course (D1)

Effective: November 1, 2019

Revised: April 1, 2026

Add the following to the end of Article 406.06(c) of the Standard Specifications:

“ The amount of HMA binder course placed shall be limited to that which can be surfaced during the same construction season.”

Revise the fifteenth through eighteenth paragraphs of Article 406.14 of the Standard Specifications to read:

“ The mixture used in constructing acceptable HMA test strips will be paid for at the contract unit price. Unacceptable HMA test strips shall be removed and replaced at no additional cost to the Department.”

Revise Article 1004.03(c) to read:

“(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0; Stabilized Subbase IL-19.0	CA 11 ^{1/}
	SMA 12.5 ^{2/}	CA 13 ^{4/} , CA 14, or CA 16
	SMA 9.5 ^{2/}	CA 13 ^{3/4/} or CA 16 ^{3/}
	IL-9.5	CA 16, CM 13 ^{4/}
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 ^{1/}
	IL-9.5L	CA 16

1/ CA 16 or CA 13 may be blended with the CA 11.

2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.

- 3/ The specified coarse aggregate gradations may be blended.
- 4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.”

Revise Article 1004.03(e) of the Standard Specifications to read:

“(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent.”

Revise the “High ESAL” portion of the table in Article 1030.01 to read:

“High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, SMA 9.5 Stabilized Subbase IL-19.0
	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5”

Revise Note 2. and add Note 6 to Article 1030.02 of the Standard Specifications to read:

“Item	Article/Section
(g)Performance Graded Asphalt Binder (Note 6)	1032
(h)Fibers (Note 2)	

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 6. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein..”

Revise table in Article 1030.05(a) of the Standard Specifications to read:

“MIXTURE COMPOSITION (% PASSING) ^{1/}												
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-9.5FG		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max	min	max

1 1/2 in. (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 ^{6/}	90	100
#8 (2.36 mm)	20	42	16	24 ^{4/}	16	32 ^{4/}	34 ^{5/}	52 ^{2/}	45	60 ^{6/}	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 µm)			12	16	12	18			15	30		
#50 (300 µm)	6	15					4	15	8	15	15	30
#100 (150 µm)	4	9					3	10	6	10	10	18
#200 (75 µm)	3.0	6.0	7.0	9.0 ^{3/}	7.5	9.5 ^{3/}	4.0	6.0	4.0	6.5	7.0	9.0 ^{3/}
#635 (20 µm)			≤ 3.0		≤ 3.0							
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.
- 6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing.”

Revise Article 1030.05(b) of the Standard Specifications to read:

- (b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 and SMA mixtures it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the

design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

Mix Design	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign				
	30	50	70	80	90
IL-19.0		13.5	13.5		13.5
IL-9.5		15.0	15.0		
IL-9.5FG		15.0	15.0		
IL-4.75 ^{1/}		18.5			
SMA-12.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}	
SMA-9.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}	
IL-19.0L	13.5				
IL-9.5L	15.0				

- 1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.
- 2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.
- 3/ Applies when specific gravity of coarse aggregate is ≥ 2.760 .
- 4/ Applies when specific gravity of coarse aggregate is < 2.760 .
- 5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone”

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

“IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steel slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours.”

Revise the first and second paragraphs of Articles 1030.06(c)(2) of the Standard Specifications to read:

- “(2) Personnel. The Contractor shall provide a QC Manager who shall have overall responsibility and authority for quality control. This individual shall maintain active certification as a Hot-Mix Asphalt Level II technician.

In addition to the QC Manager, the Contractor shall provide sufficient personnel to perform the required visual inspections, sampling, testing, and documentation in a timely manner. Mix designs shall be developed by personnel with an active certification as a Hot-Mix Asphalt Level III technician. Technicians performing mix design testing and plant sampling/testing shall maintain active certification as a Hot-Mix Asphalt Level I technician. The Contractor may provide a technician trainee who has successfully completed the Department’s “Hot-Mix Asphalt Trainee Course” to assist in the activities completed by a Hot-Mix Asphalt Level I technician for a period of one year after the course completion date. The Contractor may also provide a Gradation Technician who has successfully completed the Department's "Gradation Technician Course" to run gradation tests only under the supervision of a Hot-Mix Asphalt Level II Technician. The Contractor shall provide a Hot-Mix Asphalt Density Tester who has successfully completed the Department's "Nuclear Density Testing” course to run all nuclear density tests on the job site.”

Add Article 1030.06(d)(3) to the Standard Specifications to read:

“(3) The Contractor shall take possession of any Department unused backup or dispute resolution HMA mixture samples or density specimens upon notification by the Engineer. The Contractor shall collect the HMA mixture samples or density specimens from the location designated by the Engineer and may add these materials to RAP stockpiles according to Section 1031.”

Revise the second paragraph of Articles 1030.07(a)(11) and 1030.08(a)(9) of the Standard Specifications to read:

“When establishing the target density, the HMA maximum theoretical specific gravity (Gmm) will be based on the running average of four available Department test results for that project. If less than four Gmm test results are available, an average of all available Department test results for that project will be used. The initial Gmm will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project, the Department mix design verification test result will be used as the initial Gmm.”

Revise the Quality Control Limits table in Article 1030.09(c) to read:

CONTROL LIMITS						
Parameter	IL-19.0, IL-9.5, IL-9.5FG, IL-19.0L, IL-9.5L		SMA-12.5, SMA-9.5		IL-4.75	
	Individual Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4
% Passing ^{1/}						
1/2 in. (12.5 mm)	± 6 %	± 4 %	± 6 %	± 4 %		
3/8 in. (9.5mm)			± 4 %	± 3 %		
# 4 (4.75 mm)	± 5 %	± 4 %	± 5 %	± 4 %		
# 8 (2.36 mm)	± 5 %	± 3 %	± 4 %	± 2 %		
# 16 (1.18 mm)			± 4 %	± 2 %	± 4 %	± 3 %

# 30 (600 μm)	$\pm 4 \%$	$\pm 2.5 \%$	$\pm 4 \%$	$\pm 2.5 \%$		
Total Dust Content # 200 (75 μm)	$\pm 1.5 \%$	$\pm 1.0 \%$			$\pm 1.5 \%$	$\pm 1.0 \%$
Asphalt Binder Content	$\pm 0.3 \%$	$\pm 0.2 \%$	$\pm 0.2 \%$	$\pm 0.1 \%$	$\pm 0.3 \%$	$\pm 0.2 \%$
Air Voids ^{2/}	$\pm 1.2 \%$	$\pm 1.0 \%$	$\pm 1.2 \%$	$\pm 1.0 \%$	$\pm 1.2 \%$	$\pm 1.0 \%$
Field VMA ^{3/}	-0.7 %	-0.5 %	-0.7 %	-0.5 %	-0.7 %	-0.5 %

1/ Based on washed ignition oven or solvent extraction gradation.

2/ The air voids target shall be 3.2 to 4.8 percent.

3/ Allowable limit below minimum design VMA requirement.

Revise Article 1030.09(g)(1) of the Supplemental Specifications with the following:

“(1) The Contractor shall sample approximately 200 lb (91 kg) of mix as required for the Department’s random mixture verification tests according to Article 1030.09(h)(1).”

Revise Article 1030.09(g)(2) of the Standard Specifications to read:

“(2) The Contractor shall complete split verification sample tests listed in the Limits of Precision table in Article 1030.09(h)(1).”

Revise the second sentence of Article 1030.09(h)(1) of the Supplemental Specifications with the following:

“The random verification mixture sampling interval will be a maximum of 3,000 tons (2,720 metric tons). The Engineer will randomly identify one sample per interval, with a minimum of one sample per mix. If the remaining mix quantity is 600 tons (544 metric tons) or less, the quantity will be combined with the previous interval in the Engineer’s random sample identification. If the required tonnage of a mixture for a single pay item is less than 250 tons (225 metric tons) in total, the Engineer will waive mixture verification sampling and testing.”

Revise the third paragraph of Article 1030.09(h)(1) of the Standard Specifications to read:

“If comparisons of the mixture verification test results are outside the above limits of precision, the Department will verify the results by testing the retained split sample. The retest results will replace all the original results.”

In the Supplemental Specifications, replace the revision for the end of the third paragraph of Article 1030.09(h)(2) with the following:

“When establishing the target density, the HMA maximum theoretical specific gravity (G_{mm}) will be the Department mix design verification test result.”

Add after third sentence of Article 1030.09(b) to read:

“ If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure.”

Revise Table 1 and Note 4/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 ^{1/}	V _D , P, T _B , 3W, O _T , O _B	V _S , T _B , T _F , O _T	As specified in Section 1030
IL-4.75 and SMA ^{3/ 4/}	T _B , 3W, O _T	T _F , 3W	As specified in Section 1030
Mixtures on Bridge Decks ^{2/}	T _B	T _F	As specified in Articles 582.05 and 582.06.

“4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T_B), and/or three-wheel (3W) rollers for breakdown, except one of the (T_B) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (T_B) or (3W) rollers can be substituted for an oscillatory roller (O_T). T_F rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T_B rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T_B rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver.”

Add the following after the fourth paragraph of Article 406.13 (b):

“The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design’s G_{mb}.”

Revise first paragraph of Article 1030.10 of the Standard Specifications to read:

“A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials “Hot Mix Asphalt Test Strip Procedures”. At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results.”

Revise fourth paragraph of Article 1030.10 of the Standard Specifications to read:

“When a test strip is constructed, the Contractor shall collect and split the mixture according to the document “Hot-Mix Asphalt Test Strip Procedures”. The Engineer, or a representative, shall deliver split

sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document “Hot-Mix Asphalt Mixture Design Verification Procedure“ Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production. To be considered acceptable to remain in place, the Department’s mixture test results shall meet the acceptable limits stated in Article 1030.09(i)(1). In addition, no visible pavement distress such as, but not limited to, segregation, excessive coarse aggregate fracturing outside of growth curves, excessive dust balls, or flushing shall be present as determined by the Engineer.”

Hot-Mix Asphalt – Mixture Design Verification and Production (D1)

Effective: January 1, 2019

Revised: January 1, 2026

Add to Article 1030.05 (d)(3) of the Standard Specifications to read:

“During mixture design, prepared samples shall be submitted to the District laboratory by the Contractor for verification testing. The required testing, number and size of prepared samples submitted, shall be according to the following tables.

High ESAL – Required Samples for Verification Testing	
Mixture	Hamburg Wheel and I-FIT Testing ^{1/2/}
Binder	total of 3 - 160 mm tall bricks
Surface	total of 4 - 160 mm tall bricks

Low ESAL – Required Samples for Verification Testing	
Mixture	I-FIT Testing ^{1/2/}
Binder	1 - 160 mm tall brick
Surface	2 - 160 mm tall bricks

- 1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be 7.5 ± 0.5 percent air voids.
- 2/ If the Contractor does not possess the equipment to prepare the 160 mm tall brick(s), twice as many 115 mm tall compacted gyratory bricks will be acceptable.

In the Supplemental Specifications, replace the addition of the paragraph between the third and fourth paragraphs of Article 1030.10 with the following:

“When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the “High ESAL - Required Samples for Verification Testing” table in Article 1030.05(d)(3) above.”

Replace the eleventh paragraph of Article 1030.10 of the Standard Specifications with the following:

“ If an initial Hamburg wheel or I-FIT test fails to meet the requirements of Article 1030.05(d), the Department will verify the results by testing the retained gyratory cylinders. Upon notification by the Engineer of a Hamburg wheel or I-FIT test failure on the retained gyratory cylinders, the Contractor shall substitute an approved mix design, submit a new mix design for mix verification testing according to Article 1030.05(d), or pave 250 tons with or without an adjustment and resample for Department Hamburg wheel and I-FIT testing as directed by the Engineer. Paving may continue as long as all other mixture criteria is being met. If Hamburg wheel or I-FIT tests on the resampled HMA fail, production of the affected mixture shall cease and the Contractor shall substitute an approved mix design or submit a new mix design for mix verification testing according to Article 1030.05(d).”

Add the following to the end of Article 1030.10 of the Standard Specifications to read:

“Mixture sampled during first day of production shall include approximately 60 lb (27 kg) of additional material for the Department to conduct Hamburg wheel testing and approximately 80 lb (36 kg) of additional material for the Department to conduct I-FIT testing. Within two working days after sampling, the Contractor shall deliver prepared samples to the District laboratory for verification testing. The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the “High ESAL - Required Samples for Verification Testing” table in Article 1030.05(d)(3) above.”

Friction Aggregate (D1)

Effective: January 1, 2011

Revised: December 1, 2021

Revise Article 1004.03(a) of the Standard Specifications to read:

“1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	<u>Allowed Alone or in Combination</u> ^{5/ 6/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}

Use	Mixture	Aggregates Allowed	
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/}	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite
75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone		
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} : Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Dolomite ^{2/}	Any Mixture E aggregate
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

Use	Mixture	Aggregates Allowed	
		75% Crushed Gravel ^{2/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} : Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i> 50% Crushed Gravel ^{2/} or Dolomite ^{2/}	<i>With...</i> Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

1/ Crushed steel slag allowed in shoulder surface only.

2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.

3/ Crushed concrete will not be permitted in SMA mixes.

4/ Crushed steel slag shall not be used as binder.

5/ When combinations of aggregates are used, the blend percent measurements shall be by volume.”

6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80.”

SP-33 DETECTABLE WARNINGS

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

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

Detectable Warnings shall be:

a. Manufacturer, Fabricator, Supplier: Access Tile

Address: 325 Corporate Drive, Elgin IL 60123

Phone: 844-697-2920

Website: www.accesstile.com

Product Description: Replaceable cast in place composite panels with inline dome pattern.
Color/Finish: Brick Red (RD) FED 22144 / RAL 3016

b. Manufacturer, Fabricator, Supplier: TufTile
Address: 905 Telser Road, Lake Zurich IL 60047
Phone: 888-960-8897
Website: www.tuftile.com

Product Description: Polymer Wet-Set Replaceable cast in place composite panels with inline dome pattern.
Color/Finish: Brick Red FED 22144 Color ID: BRD

c. Or approved equal

Measurement. This work will be measured in place at the contract unit price per SQUARE FOOT and shall include all materials, labor, and equipment required to complete this work.

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

SP-34 PAVEMENT MARKINGS, SPECIAL

Description. This work consists of construction of a Methyl Methacrylate based system in crosswalks areas. The material shall consist of applying a pattern that is imprinted with a stencil to create the appearance of hand laid decorative paving. This system may be applied to HMA and PCC Concrete surfaces.

This multiple step process involves the application of a base course (98:2) in the color specified followed by the application of a second course (1:1) in the specified color sprayed thru a stencil to achieve the desired print. Each lift of binder will receive a lift of broadcast aggregate per the parameters below.

Edge lines to be installed in White MMA (Sprayable 1:1) at the width specified (6"). Retroreflective beads at a rate of 12 pounds per 100 square foot with Swarco's Megalux glass beads with T-13 Coating. Do not use other beads as they are not designed to work with the specific curing properties of this MMA material.

System Recycled Material Composition

The total system is to be guaranteed to be 50% recycled material by weight.

Base Course Binder

Methyl Methacrylate (98:2) Area Marking Material. Color as specified below.

COLOR: White or as specified by Village.

VISCOSITY @ 77°F, Brookfield LV #4 Spindle 60 RPM: 90-100 KU's

WEIGHT PER GALLON @ 77°F, Lb.: 13.0 +/- 0.2

TOTAL SOLIDS, % By Weight: 99.0 Minimum

PROPERTIES: (After combination at 98:2 Part “A” to Part “B” BPO Catalyst by weight and appropriately 18-lbs of stone aggregate) CATALYST, Part “B”: Benzoyl Peroxide

GEL TIME, Minutes @ 77°F: 10 Maximum

SKID RESISTANCE (ASTM E 303) 60 Minimum

CURE TIME, Minutes @ 77°F: 30 Maximum

DAYTIME LUMINANCE FACTOR (Y): 7-35

CHEMICAL RESISTANCE: No effect after seven days immersion in antifreeze, motor oil, diesel fuel, gasoline, calcium chloride or transmission fluid.

APPLICATION: Batch mixed and applied with squeegee and back rolled for more aggressive aggregate texture.

Print / Design Course Binder

Methyl Methacrylate (1:1 Sprayable) Area Marking Material. Color as specified below.

COLOR: Brick Red or as specified by Village

VISCOSITY @ 77°F, Brookfield LV #4 Spindle 60 RPM: 85-105 KU's

WEIGHT PER GALLON @ 77°F, Lb.: 13.2 +/- 0.2

TOTAL SOLIDS, % By Weight: 99.0 Minimum

PROPERTIES: (After combination at 1:1 Part “A” to Part “B” with 4 parts Benzoyl Peroxide added to Part “B”)

GEL TIME, Minutes @ 77°F: 10 Maximum

CURE TIME, Minutes @ 77°F: 30 Maximum

DRY FILM REFLECTANCE, % of Magnesium Oxide: 85 Minimum

CHEMICAL RESISTANCE: No effect after seven days immersion in antifreeze, motor oil, diesel fuel, gasoline, calcium chloride or transmission fluid

APPLICATION: Sprayed with 1:1 Plural-Component Sprayer in multiple passes at a rate of approx. 25 ft²/gallon at 60 mils.

Broadcast Aggregate for Base Course and Print / Design Course

100% Recycled Color Coated Glass aggregate. The Aggregate is to be clean, dry, and free from deleterious material. The aggregate must meet the following requirements and be certified to be 100% recycled and be warranted to be fade free for the duration of the installation warranty.

COLOR: Multiple color blend (2 Colors on base course and 4 Colors on Print / Design Course) matching the binder as chosen by Village

SPECIFIC GRAVITY : 2.5

BULK DENSITY : Avg 86lb/ft

VOLUME / TON : Avg 26.5/ft

SOFTENING POINT : 1350 Degrees Fahrenheit

SHAPE : Sub Angular, Non Porous

HARDNESS : 7.0 MOHS

PHYSICAL COMPOSITION : Amorphous Silica

CHEMICAL COMPOSITION : Sodium Oxide 12 – 15%

ALUMINUM / OTHER OXIDES : Oxide : 1 – 2 %

COLOR RETENTION : 100%

SIZE RANGE AVAILABLE : Multiple mesh ranges available between .4 to 3 MM

APPLICATION : To be broadcasted evenly into binder so as not to disturb / push binder. Broadcasted at 1.5 lb per sf before recovery of loose aggregate.

RECYCLED MATERIAL : 100%

COLOR SELECTION : Varied, customized

ENVIRONMENTALLY SOUND : 100 % Recycled Material

Stencil

Stencils should be cut from 10' x 5' LDPE plastic in 1/8" thickness. Stencil to be designed to emulate the desired print or design per Village. Stencils to be designed to "lock" together to ensure continuity of print course.

Herringbone Pattern



6" white edge, 6" soldier course, 8" herringbone pattern, 6" soldier course, 6" white edge

Surface Preparation / New pavement / Open to traffic / Loose Aggregate

The asphalt or concrete surface to be free of all contaminants. In such instance where contaminants are present, appropriate steps are to be taken for their removal. Scarification of the surface to be applied over, to take place previous to friction course application.

Temperature to be 20 degrees Fahrenheit (-7 C) and rising with moisture free substrate to facilitate installation.

New pavement must remain idle for 30 days before the application of this system to ensure adequate curing of either an asphalt or concrete substrate previous to application.

Binder is to be cured and loose aggregate is to be removed previous to opening back to traffic.

It is expected that there will be further loosening (shedding) of the balance of the aggregate for 1 to 2 days post installation. It is the responsibility of the contractor to capture and remove this aggregate.

Warranty / Approved Installation

A minimum 7-year warranty to be granted with additional year(s) potential based on the specific aspects of the installation / project. Installations over new HMA or Concrete Surface Course will carry a 10-year warranty. Warranty to cover all material and installation cost. Warranty is only valid when installation is completed by an approved installer with 10 years' experience with Methyl Methacrylate Broadcast (Bonded) Aggregate systems. Warranty is to be agreed to and Warranty Documentation is to be submitted to project stakeholders previous to installation commencement.

Measurement. This work will be measured in place at the contract unit price per SQUARE FOOT and shall include all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per SQUARE FOOT for PAVEMENT MARKINGS, SPECIAL, which price shall be payment in full for the work as specified herein.

SP-35 CONCRETE FOUNDATION

Description. This work shall consist of constructing cast-in-place concrete foundation for Foundation for

Public Art, Masonry Retaining Walls, Masonry Seat Walls, and Masonry Fountain Walls in accordance with Section 503 of the Standard Specifications except as specified herein, as shown on the plans, and as directed by the Engineer. Work shall include all excavation, subgrade preparation, base material, formwork, reinforcement, finishing, and cleanup necessary for construction of concrete foundations.

Materials. Materials provided for concrete foundation shall be in accordance with Section 1020 of the Standard Specifications. Use class SI Portland Cement Concrete unless otherwise directed by the Engineer.

Admixture for Masonry Fountain Wall Only: Xypex C-500/C-500NF

Construction. This work shall be performed in accordance with Article Section 503 of the Standard Specifications except as modified herein.

Layout all locations and obtain approval from the Engineer prior to excavation for concrete foundations.

Construct concrete foundations to dimensions as shown on the plans.

Add Xypex Admix C-500/C-500NF to Masonry Fountain Wall concrete per manufacturer's specifications.

Measurement. This work will be measured in place at the contract unit price per CUBIC YARD and shall include all earth excavation, subgrade preparation, base material, formwork, reinforcement, cleanup, and all other materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per CUBIC YARD for FOUNDATION FOR PUBLIC ART, FOUNDATION FOR MASONRY SEAT WALL, FOUNDATION FOR MASONRY RETAINING WALL, and MASONRY FOUNTAIN WALL and no additional compensation will be allowed.

SP-36 MASONRY WALL

Description. This work shall consist of furnishing, transporting, and placing components to construct Masonry Seat Walls, including cast-in-place concrete core, face brick, and cast stone coping, as specified herein, as shown on the plans, and as directed by the Engineer. Work shall include preparation of all shop drawings, mortar, anchoring, reinforcement, caulk, finishing, and cleanup necessary for construction of the Masonry Seat Wall.

Submittals. Submit product samples representing the size, shape, and color of each unit type along with Manufacturer's product data to the Engineer for approval prior to construction.

Prior to fabrication, prepare and submit shop drawings for each type of cast stone based on field measurements. Submit Manufacturer's product data for each type of material specified before ordering. Submit a sample of the cast stone representing the finish texture and color for review and approval by the Engineer prior to fabrication.

Materials.

Face Brick (Seat Wall, Gateway Sign)

Match Train Station Brick

Manufacturer, Fabricator, Supplier: Illinois Brick Company

Phone: 708-237-5600

Website: www.illinoisbrick.com

Product Description: Yankee Hill Brick

Product: Face Brick – Blend – Modular Size: 70% - 106 Oxide Sandface Smooth; 30% Medium Smoke Bronze Smooth

Size: 3-5/8" deep, 2-1/4" high, 7-5/8" long

Cast Stone Cap (Seat Wall, Gateway Sign)

Description: Cast stone to match the Civic Center, dimensions as shown on the plans

Location: All seat walls and gateway sign components

Color/Finish: Acid Washed Finish, color to match Civic Center – Limestone as selected by the Engineer from the fabricator's full range of color options.

Mortar

Provide Type S mortar suitable for exterior concrete masonry unit work and submit manufacturer's product data to the Engineer for approval prior to construction.

Match Train Station Mortar

Manufacturer, Fabricator, Supplier: Spec Mix

Phone: 800-466-4303

Website: www.specmix.com

Product Description: Colored Mortar

Product Number: As selected from standard color options to match train station

Veneer Anchors

Provide veneer anchors appropriate for attachment to cast-in-place concrete backing, hot dipped galvanized steel finish. Submit product information for approval by the Engineer.

Fabrication.

Cast Stone

Fabricator to be a qualified company that assumes responsibility for engineering cast stone units to comply with the required performance requirements.

Fabricate cast stone units straight and true to size and shape as shown on the plans.

Provide reinforcement to resist handling, transportation, and erection stresses and cast-in anchorage hardware as required for applications as shown on the plans.

Place concrete in a continuous operation to prevent seams or planes of weakness from forming in cast stone units. Thoroughly consolidate placed concrete by internal and external vibration without dislocating or damaging reinforcement and built-in items, and minimize pour lines, honeycombing, or entrapped air on surfaces.

Cure concrete by moisture retention without heat, or by accelerated heat curing using low-pressure live steam, or radiant heat and moisture. Cure units until compressive strength is high enough to ensure that stripping does not have an effect on performance or appearance of final product.

Construction.**Cast-in-Place Concrete**

Construct cast-in-place concrete wall on concrete foundation to the dimensions as shown on the plans.

Face Brick

Inspect face brick units before placing and remove any units that do not comply with requirements relating to aesthetic effects, physical properties, or fabrication, or that is otherwise unsuitable for intended use. Arrange units with color and size variations uniformly dispersed for an evenly blended appearance. Perform necessary field cutting and trimming as units are set.

Arrange units in pattern as shown on the plans. Maintain uniform joint widths except for variations due to different unit sizes and where minor variations are required to maintain bond alignment if any. Maintain joints at 3/8 inch.

Place weep holes where moisture may accumulate, including at base of cavity walls and above shelf angles. Use wicking material to form weep holes. Turn wicking down at lip of foundation to be as inconspicuous as possible. Space weep holes 24 inches on center.

Variation from Plumb: For vertical lines and surfaces, do not exceed 1/4 inch in 10 feet.

Variation from Level: For bed joints, do not exceed 1/4 inch in 20 feet.

Anchor face brick to unit masonry with metal veneer anchors. Attach anchors to cast-in-place concrete backing as recommended by anchor manufacturer.

Provide 1-inch minimum cavity between stone masonry and cast-in-place concrete. Keep cavity free of mortar droppings and debris. Slope beds toward cavity to minimize mortar protrusions into cavity.

Rake joints to depth of approximately 3/8 inch deep to uniform depths with square bottoms and clean sides unless otherwise shown on the plans.

Clean face brick as work progresses. Remove mortar fins and smears before tooling joints.

After mortar is thoroughly set and cured, clean face brick by removing large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels. Further clean by bucket and brush hand-cleaning method using job-mixed detergent solution unless otherwise approved by the Engineer.

Cast Stone

Erect cast stone level, plumb, and square within specified allowable tolerances. Provide temporary supports and bracing as required to maintain position, stability, and alignment as units are being permanently connected. Maintain horizontal and vertical joint alignment and uniform joint width as erection progresses. Unless otherwise indicated, provide for uniform joint widths of 3/8 inch.

Connect cast stone units in position by grouting or as otherwise indicated on shop drawings. Remove temporary shims, wedges, and spacers as soon as practical after connecting and grouting are completed.

Grout connections where required or indicated. Retain grout in place until hard enough to support itself. Pack spaces with stiff grout material, tamping until voids are completely filled. Place grout to finish smooth, level, and plumb with adjacent concrete surfaces. Keep grouted joints damp for not less than 24

hours after initial set. Promptly remove grout material from exposed surfaces before it affects finishes or hardens.

Measurement. This work will be measured in place at the contract unit price per FOOT and shall include all cast-in-place concrete wall work, all face brick work, and all cast stone work including mortar, reinforcement, finishing, cleanup, materials, labor, and equipment required to complete this work.

Basis of Payment. This work will be paid for at the contract unit price per FOOT for MASONRY SEAT WALL, MASONRY RETAINING WALL, and MASONRY FOUNTAIN WALL and no additional compensation will be allowed.

Concrete Foundation will be measured and paid for separately.

SP-37 PLAZA GATEWAY, COMPLETE

Description. This work shall consist of furnishing, fabricating, transporting, and erecting the plaza gateway as specified herein, as shown on the plans, and as directed by the Engineer.

Submittals.

Product Data. Submit product data for each type of product specified.

Shop Drawings. Gateway drawings are provided to indicate design intent only. Provide shop drawings showing form, size, color, plan, sections, internal structure and bracing, foundations, mounting structures (given site conditions) support and attachment mechanisms, electrical wiring, and connections.

Samples. For each sign type and for each color and texture required.

Quality Assurance.

The documents herein are intended to show design intent only. The fabricator shall be solely responsible for preparing shop drawings, in conformance with the general design intent, including assurances that all structural and electrical conditions are met as required by applicable codes and requirements.

The fabricator will review and evaluate all installation site conditions prior to preparation of shop drawings to determine if any modifications to installation sites or sign components are required.

Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

The fabricator will provide the owner with a written warranty against any cracking, chipping, chalking, peeling, visible fading of all finishes as well as rusting, rattling, warping, loosening of installation and overall construction of entire components excluding intentional and incidental wear and tear. The warranty sign fabricator shall correct, to the Village's satisfaction at the sign fabricator's expense, all defects in fabrication and installation of signage work for a period of three years after completion of installation of signage work.

Materials. Materials provided for signage shall be in accordance with Section 720, 1091, and 1092 of the Standard Specifications except as indicated herein.

Dimensional Characters.

Cutout Logos and Characters: Characters with uniform faces; square-cut, smooth edges; precisely formed lines and profiles; and as follows:

1. Character Material: Sheet aluminum.
2. Character Height: as indicated on drawings.
3. Thickness: as indicated on drawings.
4. Finish and color: as indicated on drawings.
5. Mounting: Concealed, painted aluminum back bar or bracket assembly.
6. City logo artwork to be provided by Owner.

Fabricated Characters and Logos: Form exposed faces and sides of characters to produce surfaces free from warp and distortion. Include internal bracing for stability and attachment of mounting accessories.

Comply with the following requirements:

1. Illuminated halo-lighted Channel Characters: Manufacturer's standard LED lighting including transformers, insulators, and other components. Basis of design assumes 100 watts per wall side (total for individual letters). Make provisions for servicing and concealing connections to electrical system.
3. Aluminum Sheet: Not less than 0.125 inch thick.
4. Provide manufacturer's hardware for projection mounting of halo-lighted channel characters at distance from wall surface as indicated on plans.
6. Provide translucent acrylic back sheet of thickness indicated. Attach characters individually to wall face.

Dimensional Sign. Sign with smooth, uniform surfaces; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:

1. Sign Illumination: Fabricate notch to accommodate LED bar lighting at Entryway Signs as shown in plans, including transformers, insulators, and other accessories for operability, with provision for servicing and concealing connections to electrical system. Use tight or sealed joint construction to prevent unintentional light leakage. Space lamps apart from each other and away from sign surfaces as needed to illuminate evenly per manufacturer recommendations. Basis of design assumes white LEDs w/ 12V 60W 120/277V power supplies.
2. Sign Power: (1) 20 amp @ 120 volts electrical circuit to each location. Village will provide power to each sign location under a separate contract. Signage fabricator to connect to power at each location.
3. Bar Light Fixture
 - a. Manufacturer: Illuminii
 - b. Model: KRMW - Kendo M Recessed Wet Static White
 - c. Color: Bronze Powder Coated
 - d. Output: HE48HO – High
 - e. CCT: 30K-3000K
 - f. Lens: G-Graze
 - g. Include PURE DC Universal Power Supply by Illuminii as required.
4. Solar Power Solar Power (Entryway Sign 1 Only)
 - a. Manufacturer: Solarilluminations
 - b. Model: FL09 Solar Light System
 - c. Include battery size appropriate to illuminate specified bar lights for Entryway Sign.
5. Aluminum Sheet: Not less than 0.125 inch thick.
6. Aluminum Tube: 1 ½" x 1 ½" x 1/8" wall 6061-T6 aluminum.
7. Character Height: as indicated on drawings.
8. Finish and Color: Painted aluminum as indicated on drawings.

9. Mounting: Concealed, painted aluminum back bar or bracket assembly.
10. Logo artwork to be provided by the Village.
11. Provide manufacturer's hardware for mounting as indicated on plans.

Accessories.

Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signage, noncorrosive and compatible with each material joined, and complying with the following:

1. Use concealed fasteners and anchors unless indicated to be exposed.
2. Exposed Metal-Fastener Components, fabricated from same basic metal and finish of fastened metal unless otherwise indicated.

Sign Mounting Fasteners:

1. Concealed Studs: Concealed (blind), threaded studs welded or brazed to back of sign material or screwed into back of sign assembly, unless otherwise indicated.
2. Projecting Studs: Threaded studs with sleeve spacer, welded or brazed to back of sign material or screwed into back of sign assembly, unless otherwise indicated.
3. Through Fasteners: Exposed metal fasteners matching sign finish, with type of head indicated, installed in predrilled holes.
4. Provide nonferrous-metal or hot-dip galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Use toothed steel or lead expansion-bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete or masonry work.

Concrete: IDOT class SI Portland Cement Concrete unless otherwise directed by the Village, minimum compressive strength of 3000 PSI at 20 days. Reinforcing steel to be ASTM A-615 Gr. 60.

Fabrication.

General: Provide manufacturer's standard sign assemblies according to requirements indicated.

1. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
2. Provide fully welded joints/edges behind finished surfaces without distorting or discoloring exposed side where possible. Exposed welded and brazed connections shall be cleaned and ground smooth. No tack welds shall be accepted.
3. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.
4. Internally brace signs for stability and for securing fasteners.
5. Provide rebates, lugs, and brackets necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.
6. Castings: Fabricate castings free of warp, cracks, blowholes, pits, scale, sand holes, and other defects that impair appearance or strength. Grind, wire brush, sandblast, and buff castings to remove seams, gate marks, casting flash, and other casting marks before finishing.
7. Rear access doors/panels shall be listed as "weather resistant".

Brackets: Fabricate brackets, fittings, and hardware for bracket-mounted signs to suit sign construction and mounting conditions indicated. Modify manufacturer's standard brackets as required.

Baked-Enamel Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below). Apply baked enamel complying with paint manufacturer's written instructions for cleaning, conversion coating, and painting.

1. Organic Coating: Thermosetting, modified-acrylic enamel primer/topcoat system complying with AAMA 2603 except with a minimum dry film thickness of 1.5 mils, satin finish.

Construction.

Location: Locate as indicated on the plans. Stake locations for review and approval by Village representative prior to installation. Fabricator/installer is responsible for locating all utilities and conditions prior to installation. Use mounting methods of types described and complying with approved shop drawings. Install signs level, plumb, and at heights indicated, with sign surfaces free of distortion and other defects in appearance.

The Contractor shall complete installation of the gateway following authorization by the Village to perform work.

General: Install signs using mounting methods indicated and according to approved shop drawings. Install signs level, plumb, true to line, and at locations and heights indicated, with surfaces free of distortion and other defects in appearance. Before installation, verify that surfaces are clean and free of materials or debris that would impair installation.

Mounting Methods:

1. Concealed Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.
2. Through Fasteners: Drill holes in substrate using predrilled holes as template. Countersink holes if required. Place in position and flush to surface. Install through fasteners and tighten.
3. Brackets: Remove loose debris from substrate surface and install backbar or bracket supports in position so that gateway is correctly located and aligned.

Remove temporary protective coverings and strippable films as signs are installed.

Provide electric service provisions and wiring as required to make a fully functional system. Refer to 2.3(A)1. Above.

The Contractor will provide the Village with complete finish and component care instructions for cleaning and maintenance.

Measurement. This work will be measured in place at the contract unit price per EACH and shall include preparation of shop drawings, fabricating, furnishing, transporting, layout, and installation of gateway including all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for PLAZA GATEWAY, COMPLETE and no additional compensation will be allowed.

SP-38 REINSTALL SALVAGED DEDICATION PLAQUES

Description. This work shall consist of reinstalling salvaged dedication plaques in accordance with the Standard Specifications except as specified herein, as shown on the plans, and as directed by the Engineer.

Materials. Provide all materials as shown on the plans and as required to properly prepare, support, and reinstall the plaques to the substrate material.

Construction. Install the dedication plaques in the locations as shown on the plans. Attach the plaques to the substrate materials as shown on the plans using materials appropriate for the application to form a

permanent installation.

Measurement. The contract unit price for Reinstall Salvaged Dedication Plaque shall include all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per Each for REINSTALL SALVAGED DEDICATION PLAQUE, and no additional compensation will be allowed.

SP-39 BENCH

Description. This work shall consist of furnishing, transporting, assembling, and placing benches as specified herein, as shown on the plans, and as directed by the Engineer.

Materials.

Manufacturer, Fabricator, Supplier: Maglin Site Furniture
 Address: 999 18th Street, Suite 3000, Denver CO 80202
 Phone: 866-950-3954
 Website: www.maglin.com

Product Description: 900 Series – 970 Backed Bench, cast aluminum ends, metal seat and back, two end arms, center arm

Product Number: MBE-0970-00011
 Size: 32.88” height x 70” length x 22.6” depth
 Options: Center arm
 Color/Finish: Powder coat black

Construction. Assemble and install benches at locations as shown on the plans. Anchor benches with appropriately sized fasteners as recommended by the manufacturer, and as shown on the plans. Hardware to be [black] to match bench color.

Measurement. This work will be measured in place at the contract unit price per EACH and shall include assembly and all hardware necessary to attach the bench as recommended by the manufacturer and as shown on the plans, including all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for BENCH and no additional compensation will be allowed.

SP-40 TRASH RECEPTACLE

Description. This work shall consist of furnishing, transporting, assembling, and placing trash receptacles as specified herein, as shown on the plans, and as directed by the Engineer.

Materials.

Manufacturer, Fabricator, Supplier: Landscape Forms
 Address: 7800 E. Michigan Ave., Kalamazoo, MI 49048
 Phone: 800.521.2546
 Website: www.landscapeforms.com

Product Description: Petosky Litter: 30 Gallon Container: Steel frame, hinged lid, side opening.
 Color: Powder Coat Black

Text Options: N/A
 Mounting: Surface Mount

Construction. Assemble and install trash receptacles at locations as shown on the plans. Anchor with appropriately sized fasteners as recommended by the manufacturer, and as shown on the plans. Hardware to match trash receptacle color.

Measurement. This work will be measured in place at the contract unit price per EACH and shall include assembly and all hardware necessary to attach the bench as recommended by the manufacturer and as shown on the plans, including all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for TRASH RECEPTACLE, and no additional compensation will be allowed.

SP-41 RECYCLING RECEPTACLE

Description. This work shall consist of furnishing, transporting, assembling, and placing recycling receptacles as specified herein, as shown on the plans, and as directed by the Engineer.

Materials.

Manufacturer, Fabricator, Supplier: Landscape Forms
 Address: 7800 E. Michigan Ave., Kalamazoo, MI 49048
 Phone: 800.521.2546
 Website: www.landscapeforms.com

Product Description: Petosky Recycling: 30 Gallon Container: Steel frame, side opening.
 Color: Powder Coat Black
 Opening: 5" Side Opening
 Text Options: Recycling Signage
 Mounting: Surface Mount

Construction. Assemble and install recycling receptacles at locations as shown on the plans. Anchor with appropriately sized fasteners as recommended by the manufacturer, and as shown on the plans. Hardware to match trash [recycling] receptacle color.

Measurement. This work will be measured in place at the contract unit price per EACH and shall include assembly and all hardware necessary to attach the bench as recommended by the manufacturer and as shown on the plans, including all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for RECYCLING RECEPTACLE, and no additional compensation will be allowed.

SP-42 PLANTER POT

Description. This work shall consist of furnishing, transporting, and placing planter pots as specified herein, as shown on the plans, and as directed by the Engineer.

Manufacturer, Fabricator, Supplier: Landscape Forms, Inc
 Address: 7800 East Michigan Avenue, Kalamazoo, MI 49048
 Phone: 800-430-6209

Website: www.landscapeforms.com

Product Description: Kornegay Design Larkspur Series Landscape Planters
 Product Number: 3 sizes: LS-24, LS-30, LS-48
 Size: 3 sizes: (small) 24" ht x 36" w; (medium) 30" ht x 48" w; (large) 48" ht x 32" w
 Drainage: Standard diameter hole: approximately 2-3/8"
 Color: To be selected from standard colors – confirm with Village

Construction. Deliver and install planter pots at locations as shown on the plans.

Measurement. This work will be measured in place at the contract unit price per EACH and shall include delivery and installation as shown on the plans, including all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for PLANTER POT, SMALL, PLANTER POT, MEDIUM, and PLANTER POT, LARGE, and no additional compensation will be allowed.

SP-43 TREE GRATE ASSEMBLY, COMPLETE

Description. This work shall consist of furnishing, transporting, assembling, and placing tree grate as specified herein, as shown on the plans, and as directed by the Engineer.

Materials.

Tree Grate

Manufacturer/

Supplier: Ironsmith

www.ironsmith.cc

(800) 338-4766

Product: 606 Olympian Tree Grate, 60"x60" with 16" tree opening and 6000F frame model.

Finish/color: natural, undipped

Construction. Assemble and install tree grates at locations as shown on the plans. Anchor tree grates with appropriately sized fasteners as recommended by the manufacturer, and as shown on the plans.

Method of Measurement. The contract unit price for tree grate shall include assembly and all hardware necessary to attach the tree grates as recommended by the manufacturer and as shown on the plans, including all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per each for TREE GRATE ASSEMBLY, COMPLETE and no additional compensation will be allowed.

SP-44 TREE WELL SYSTEM, COMPLETE

Description. This work shall consist of furnishing, transporting, and placing the Tree Well System, including excavation, subgrade compaction, installation of geotextile over subgrade, installation of aggregate subbase below Silva Cell bases, installation of Silva Cell bases/posts/strongbacks/deck, and geotextile in accordance with the Standard Specifications except as specified herein, as shown on the plans, and as directed by the Engineer.

Materials.Tree Well System

Manufacturer/

Supplier: DeepRoot Green Infrastructure, LLC

www.deeproot.com

(415) 781-9700

Product: Silva Cell System:

Silva Cell - Base (48" x 24" x 3") Units (MC05701F) – 30

Silva Cell - Deck (48" x 24" x 4") Units (MC05800F) – 30

Silva Cell - 2X Post (Height 28.5") Units (MC05401F) – 180

Silva Cell - .5x Post (Height 6.5") Units – 180

10" (250mm) long X 19/64" diameter galvanized Spiral timber spikes. ~225 per carton (Item# 33272) – 1

Silva Cell Cable/Zip Ties 25" long. ~100 per bag – 1

Silva Cell Strongbacks – 20

12" x 2' Universal Tree Root Guide (40 Panels (80 LF/24.2m) per carton) – 1

Bi/Uniaxial GeoGrid 12'x150' (1,800SF/166.8SM) – 1

High-tenacityPP yarns, woven geotextile 15x300 (4500SF/418SM) – 1

Construction.Examination

Examine the conditions under which the Silva Cells are to be installed. Carefully check and verify dimensions, quantities, and grade elevations. Carefully examine the Drawings to become familiar with the existing underground conditions before digging. Verify the location of aboveground and underground utility lines, infrastructure, other improvements, and existing trees, shrubs, and plants to remain including their root system.

Preparation

Take proper precautions as necessary to avoid damage to existing improvements and plantings. Prior to the start of Work, layout and stake the limits of excavation and horizontal and vertical control points sufficient to install the complete Silva Cell system. Coordinate installation with other trades that may impact the completion of the Work.

Temporary Protection

Protect open excavations and Silva Cell system from access and damage both when Work is in progress and following completion, with highly visible construction tape, fencing, or other means until related construction is complete. Do not drive vehicles or operate equipment over the Silva Cell system until the final surface material has been installed.

Excavation

Excavate to the depths and shapes indicated on the Drawings. Provide smooth and level excavation base free of lumps and debris. Confirm that the depth of the excavation is accurate and includes the full section of materials required to place the subbase aggregate, Silva Cells, and pavement profile as indicated on the Drawings. Over-excavate beyond the perimeter of the Silva Cell to allow for: The extension of aggregate subbase beyond the Silva Cell layout as shown on the Drawings. Adequate space for proper compaction of backfill around the Silva Cell system. If unsuitable subgrade soils are encountered, consult the Owner's geotechnical consultants for directions on how to proceed. If conflicts arise during excavation, notify the Owner in writing and make recommendations for action. Proceed with Work only when action is approved in writing.

Subgrade Compaction

Compact subgrade with a minimum of 3 passes with a vibratory plate compactor; or as directed by the project geotechnical consultant. Do not exceed 10 percent slope for subgrade profile in any one direction. If the 10 percent slope is exceeded, contact manufacturer's representative for directions on how to proceed.

Installation of Geotextile Over Subgrade

Install geotextile over compacted subgrade. Lay geotextile flat with no folds or creases. Install the geotextile with a minimum joint overlap of 18 inches (450 mm).

Installation of Aggregate Subbase Below Silva Cell Bases

Install aggregate subbase to the depths indicated on the Drawings. Extend subbase aggregate a minimum of 6 inches (150 mm) beyond the base of the Silva Cell layout. Compact aggregate subbase to a minimum of 95 percent of maximum dry density at optimum moisture content in accordance with ASTM D698, Standard Proctor Method. Do not exceed 10 percent slope on the surface of the subbase. Where proposed grades are greater than 10 percent, step the Silva Cells to maintain proper relation to the finished grade.

Installation of Silva Cell Base

Install the Silva Cell system in strict accordance with manufacturer's instructions and as specified herein; where requirements conflict or are contradictory, follow the more stringent requirements.

Layout and Elevation Control: Provide layout and elevation control during installation of the Silva Cell system to ensure that layout and elevations are in accordance with the Drawings.

Establish the location of the tree openings in accordance with the Drawings. Once the trees are located, mark the inside dimensions of the tree openings on the prepared subbase.

Locate and mark other Project features located within the Silva Cell layout (e.g. light pole bases, utility pipes). Apply marking to identify the extent of the Silva Cell layout around these features. Follow the layout as shown on the Drawings to ensure proper spacing of the Silva Cell bases. Refer to the Drawings for offsets between these features and the Silva Cells.

Check each Silva Cell component for damage prior to placement. Reject cracked or chipped units.

Place the Silva Cell bases on the compacted aggregate subbase. Start at the tree opening and place Silva Cell bases around the tree openings as shown on the Drawings.

Working from tree opening to tree opening, place Silva Cell bases to fill in the area between tree openings. Maintain spacing no less than 1 inch (25 mm) and no more than 6 inches (150 mm) apart, assuming geotextile covering the decks meets the manufacturer's requirements.

Installation of Silva Cell Post Assemblies

Silva Cell Post Assembly: Attach posts to the installed Silva Cell base in the order shown in Table 2. Each base will receive 6 primary posts. Place the end of the primary post with tabs into the base. Rotate primary post clockwise to snap in place. Where post extensions are required to meet system height, install one layer of post extension at a time. Each post assembly will receive 6 post extensions per layer. Place the end of the post extension with tabs into the primary post or post extension. Rotate post extension clockwise to snap in place. Place all required strongbacks, geogrid, backfill, and planting soil for each

layer of required post assembly, as described herein, before adding subsequent post extensions or decks.

Installation of Strongbacks, Geogrid, Backfill, and Planting Soil

Consult Drawings for layout and details for perforated underdrain requirements. Following the placement of primary posts, place strongbacks by snapping into place over installed posts prior to installing planting soil and backfill. Strongbacks are only required during the placement and compaction of the planting soil and backfill. Move strongbacks as the Work progresses across the installation. Remove strongbacks prior to the installation of the Silva Cell decks.

Install geogrid around the perimeter of the Silva Cell system where the compacted backfill and planting soil interface. Do not place geogrid between the edge of the Silva Cells and adjacent planting areas. Cut the geogrid to allow for a 6-inch (150 mm) overlap at the Silva Cell base and a 12-inch (300 mm) overlap at the Silva Cell deck. Provide a minimum 12-inch (300 mm) overlap between adjacent sheets of geogrid. Secure geogrid with cable ties below the top of the posts, along the post ridges.

Place the first lift of backfill material loosely around the perimeter of the Silva Cell system, between the geogrid and the sides of the excavation. Place backfill to approximately the midpoint of the Silva Cell post. Do not compact.

Place the first lift of planting soil in the Silva Cell system to approximately the midpoint of the Silva Cell post. Level the planting soil throughout the system. Walk-through the placed planting soil to remove air pockets and settle the soil. Lightly compact soils by walking through the soil following placement. Walk-through compaction shall result in 75% to 85% of maximum dry density at optimum moisture content in accordance with BS 1344 Part 4. Do not exceed root limiting compaction for the given soil type.

Compact the first lift of backfill material, previously spread, to 95% of maximum dry density at optimum moisture content in accordance with BS 1344 Part 4 or in accordance with Project Specifications for hardscape areas, whichever is greater.

Add and compact additional backfill material so that the final finished elevation is at approximately the same level of the placed planting soil within the Silva Cells. Maintain the geogrid between the Silva Cell system and the backfill material at all times.

Place the second lift of backfill material loosely around the perimeter of the Silva Cell system, between the geogrid and the sides of the excavation so that the material is 2 to 3 inches (50 to 75 mm) below the top of the posts. Do not compact.

Place the second lift of planting soil inside of the Silva Cell to the bottom of the strongbacks. Walk through compact.

Remove strongbacks. Place the first or final post extension into the primary post. Rotate clockwise to snap in place. Immediately reinstall strongbacks on top of the post assembly. Repeat the process of adding post extensions, planting soil, and backfill, as described herein, until the requirements of the drawings and Table 2 are met. Alternately place backfill and planting soil so that elevation of the compacted backfill and the walked-through compacted planting soil are just below the level of the strongbacks at each required post extension and when the full post assembly is installed per the drawings and Table 2.

Installation of Silva Cell Deck

Obtain final approval by the Owner of planting soil installation prior to installation of the Silva Cell decks. Remove strongbacks, level out the planting soil, and immediately install decks over the post assemblies below. Place deck over the top of the post assemblies. Push decks down until the deck clips lock into the posts, snapping the deck into place. Fold the 12 inches (300 mm) of geogrid onto the top of the decks.

Final Backfill Placement and Compaction

Place and compact final lift of backfill material to 95 percent of maximum dry density in accordance with ASTM D698, Standard Proctor Method, such that the backfill is flush with the top of the installed deck. Do not allow compacting equipment to come in contact with the decks.

Installation of Geotextile and Aggregate Base Course over the Deck

Ensure geotextile meets manufacturer's requirements. Place geotextile over the top of the deck and extend to the edge of the excavation. Overlap joints a minimum of 18 inches (450 mm). Leave enough slack in the geotextile for the aggregate base course to push the geotextile down in the gaps in between the decks. Install the aggregate base course (including aggregate setting bed if installing unit pavers) over the geotextile immediately after completing the installation of the fabrics. Work the aggregate from one side of the layout to the other so that the fabric and aggregate conform to the Silva Cell deck contours.

Maintain equipment used to place aggregate base course completely outside the limits of the Silva Cell excavation area to prevent damage to the installed system. For large or confined areas, where aggregate cannot easily be placed from the edges of the excavated area, obtain approval for the installation procedure and types of equipment to be used in the installation from the Silva Cell manufacturer. Compact aggregate base course(s) to 95 percent of maximum dry density in accordance with ASTM D698, Standard Proctor Method. Utilize a vibration or plate compactor with a maximum weight of 800 lbs (362.87 kg). Do not drive vehicles or operate equipment over the completed aggregate base course.

Installation of concrete at Tree Openings, Aggregate Subbase and Pavement Above the Silva Cell System

Place concrete curbs along planting areas and tree openings as shown on the Drawings to retain the aggregate base course from migrating into the planting soil. When staking concrete forms (e.g. curbs around the tree openings), prevent stakes from penetrating the Silva Cell decks. Turn down edge of concrete paving to the Silva Cell deck along the edges of tree openings or planting areas to retain the aggregate base course material. Place paving material over Silva Cell system in accordance with the Drawings. The Silva Cell system does not fully meet loading strength until the final paving is installed. Do not operate construction equipment on top of the Silva Cell system until paving installation has been completed. Use care when placing paving or other backfill on top of Silva Cell system to prevent damage to the Silva Cell system or its components.

Installation of Root Barriers

Install root barrier in accordance with manufacturer's installation instructions.

Installation of Planting Soil Within the Tree Planting Area

Remove rubble, debris, dust and silt from the top of the planting soil within the tree opening that may have accumulated after the initial installation of the planting soil within the Silva Cells. Install additional planting soil within the tree openings, to the depths indicated on the Drawings. Use the same soil used within the Silva Cells for planting soil within the tree openings. Compact planting soil under the tree root ball as needed to prevent settlement of the root ball. Place trees in accordance with the Drawings.

Protection

Keep construction traffic away from the limits of the Silva Cells until the final pavement profile is in place.

The Silva Cell system does not fully meet loading strength until the final paving is installed. Do not operate equipment directly on top of the Silva Cell system until paving installation has been completed. Provide fencing and other barriers to prevent vehicles from entering into the Silva Cell area. When the Silva Cell installation is completed and the permanent pavement is in place, limit traffic and construction related activities to only loads less than the design loads.

Cleanup

Perform clean up during installation and upon completion of the Work. Maintain the site free of soil, sediment, trash and debris. Remove excess soil materials, debris, and equipment from the site following completion of the Work of this Section. Repair damage to adjacent materials and surfaces resulting from installation of this Work using mechanics skilled in remedial work of the construction type and trades affected.

Measurement. The contract unit price for Tree Well System, Complete shall include furnishing, transporting, and placing the Tree Well System, including excavation, subgrade compaction, installation of geotextile over subgrade, installation of aggregate subbase below Silva Cell bases, installation of Silva Cell bases/posts/strongbacks/deck, and geotextile and including all materials, labor, and equipment required to complete this work.

Placing of Topsoil will not be measured for payment and shall be included in the pay item cost per unit for TOPSOIL FOR LANDSCAPE BED.

Submittals. Submit the following in accordance per the Submittals Specification Section in this project manual.

Action Submittals:

Submit these to the Owner for review and acceptance not less than 45 days prior to start of installation of materials and products specified in this Section.

1. Product Data: For each type of product, submit manufacturer's product literature with technical data sufficient to demonstrate that the product meets these specifications.
- 2 Test and Evaluation Reports:
 - a. Submit results of compaction testing required by the Specifications for approval.
 - b. Include analysis of bulk materials including soils and aggregates, completed by a recognized laboratory that demonstrates that the materials meet the Specification requirements.
3. Samples:
 - a. One full size sample of an assembled Silva Cell (copy of manufacturers brochure with images of product may be accepted in lieu of product sample).
 - b. Manufacturer's product data/specification sheet for geogrid.
 - c. Manufacturer's product data/specification sheet for geotextile.
 - d. Manufacturer's product data/specification sheet for Water+Air System components (when specified as part of the system)
4. Manufacturer's Report: Submit Silva Cell system manufacturer's letter of review and approval of the Project, including Drawings and Specifications, Addenda, Clarifications and Modifications, and for compliance with product installation requirements.
5. Qualification Statements:
 - a. Installer:
 - 1) Submit documentation of the qualifications of the Silva Cell system installer and their field

supervisor, sufficient to demonstrate that both meet the manufacturer's requirements.

2) Submit list of completed projects of similar scope and scale demonstrating capabilities and experience.

6. Closeout Submittals

a. Warranty: Submit manufacturer's warranty, fully executed.

Basis of Payment. This work shall be paid for at the contract unit price as LUMP SUM for TREE WELL SYSTEM, COMPLETE, including [LIST ITEMS], and no additional compensation will be allowed.

Placing of Topsoil will be paid for separately per CUBIC YARD as TOPSOIL FOR LANDSCAPE BED and no additional compensation will be allowed.

SP-45 REPAIR STREET CLOCK

Description. This work shall consist of furnishing, transporting, and installing equipment to Repair Street Clock, along with preparing and painting the existing clock structure in accordance with the Standard Specifications except as specified herein, as shown on the plans, and as directed by the Engineer.

Materials.

Clock Replacement Parts

Original Manufacturer/

Supplier: Elderhorst Bells, Inc.

www.elderhorstbells.com

(215) 679-3264

875 Gravel Pike

Palm, PA 18070

Products: Clock replacement parts:

Clock Shafts, Dial Gears, and Clock Hands

Clock Dial Faces

Clock Controller and Chime System

Lighting and Speakers

Construction.

Contractor to coordinate with original manufacturer as required. Manufacturer to provide contractor direction on clock parts and recommendations for installing new parts.

Clock Structure Cleanup and Repainting

Contractor to clean and prepare all metal surfaces on clock (enclosure, post, and base). All metal surfaces to be primed and finished with compatible epoxy paint; color to match existing. Provide product data and color samples for owner review and approval.

Clock Shafts, Dial Gears, and Clock Hands

Contractor to remove and salvage clock shafts, dial gears, and clock hands. Contractor to ship these parts to original manufacturer for a quality check. Once the manufacturer reviews and or modifies parts, they will ship components back to contractor. Contractor to reinstall components as recommended by clock manufacturer.

Clock Controller and Chime System

Contractor to remove existing clock controller and chime system. Contractor to acquire new clock controller and chime system from original clock manufacturer. Contractor to measure the (2) electrical enclosures in the base of the post and provide measurements to manufacturer to ensure new pre-wired controller enclosure will fit.

Clock Dial Faces

Contractor to provide (4) new clock dial faces, clock hands, and clear protective crystals. Provide options on clock face design for owner review and approval.

Lighting and Speaker Replacement

Contractor to remove existing fluorescent lights and speakers within clock structure. Contractor to furnish and install LED fixtures to match size and configuration. Provide replacement speaker options for owner review and approval. Once approved, contractor to furnish and install new speaker system. Lights and speakers.

Operation

All components to use existing electrical service. Provide fully functional operating clock system, review operation requirements with Owner.

Measurement. The contract unit price for Repair Street Clock shall include preparation of shop drawings, preparing/painting clock structure, furnishing, transporting, and installing equipment to Repair Street Clock including all materials, labor, and equipment required to complete this work.

Submittals. Provide product data, shop drawings, and electrical diagrams for all components described for Owner review and approval prior to fabrication and assembly.

Basis of Payment. This work shall be paid for at the contract unit price per LUMP SUM for REPAIR STREET CLOCK, and no additional compensation will be allowed.

SP-46 TOPSOIL FOR LANDSCAPE BED

Description: This work includes installation of topsoil for landscape beds, in locations called out on the plans, or as directed by the Engineer. In locations identified for this work, the Contractor will excavate to a depth of two (2) feet from proposed grade of the surrounding sidewalk and/or curb and gutter, and will place 20" of topsoil material, followed by 4" of mulch, or as directed by the Engineer.

The topsoil to be used can be obtained from either within the project limits or can originate from outside the project limits and transported to site. The topsoil shall be placed in a neat and professional manner to 2" below finished surface. The finished surface of the topsoil shall be level with all depressions filled and shall be placed to a density in accordance with standard practice for proper landscaping technique. The final product of the topsoil shall have a neat and professional appearance. The slope of the work shall not exceed 10 percent in any direction. If, for any reason, the grading does not meet approval, it shall be cause for rejection of work and the Contractor will be required to correct the appearance prior to its acceptance for final payment.

Measurement. This work will be measured in place at the contract unit price per SQUARE YARD and shall include excavation of all material to the depth specified, placing topsoil, including all materials, labor, and equipment required to complete this work.

Basis of Payment: This work shall be paid for at the contract unit price per SQUARE YARD for TOPSOIL FOR LANDSCAPE BED, which price shall be payment in full for the work as specified herein, including excavation of all material to the depth specified and placing topsoil and mulch materials.

SP-47 WEED CONTROL, PRE-EMERGENT

Description: This work shall consist of spreading a pre-emergent granular herbicide in areas as shown on the plans or as directed by the Engineer. This item will be used in mulched plant beds.

Materials: The pre-emergent granular herbicide (Snapshot 2.5 TG or equivalent) shall contain the chemicals Trifluralin 2% active ingredient and Isoxaben with 0.5% active ingredient. The herbicide label shall be submitted to the Engineer for approval at least seventy-two (72) hours prior to application.

Method: The pre-emergent granular herbicide shall be used in accordance with the manufacturer's directions on the package. The granules are to be applied prior to mulching.

Apply the granular herbicide using a drop or rotary-type designed to apply granular herbicide or insecticides. Calibrate application equipment to use according to manufacturer's directions. Check frequently to be sure equipment is working properly and distributing granules uniformly. Do not use spreaders that apply material in narrow concentrated bands. Avoid skips or overlaps as poor weed control or crop injury may occur. More uniform application may be achieved by spreading half of the required amount of product over the area and then applying the remaining half in swaths at right angles to the first. Apply the granular herbicide at the rate of 100 lbs/acre (112 kg/ha) or 2.3 lbs/1000 sq. ft. (11.2 kg/1000 sq. meters).

No less than 96 hours prior to application, Contractor shall advise the Engineer as to the brand name, common name, and scientific name of each product that may be applied, including the types of any pesticides and herbicides to be applied and the range of concentrations of any end-use product that will be applied.

Method of Measurement: This work will be measured in place at the contract unit price per POUND and shall include all materials, equipment, and labor necessary to complete with work. Areas treated after mulch placement shall not be measured for payment.

Basis of Payment: This work will be paid for at the contract unit price per POUND for WEED CONTROL, PRE-EMERGENT, which price shall include all materials, equipment, and labor necessary to complete the work as specified.

SP-48 PLANTING WOODY PLANTS

Description. This work shall consist of furnishing, transporting, and planting trees and shrubs in accordance with Section 253 of the Standard Specifications except as specified herein, as shown on the plans, and as directed by the Engineer. The work shall include all mulching, bracing, wrapping, watering, weeding, replacement of plants when required, including all materials, labor, and equipment required to complete this work.

Materials. Provide trees, shrubs, and accessories in accordance with Section 253 and Article 1081.01 of the Standard Specifications except as modified herein.

Provide quality, size, genus, species, and variety of trees and shrubs as shown on the plans in compliance with the “American Standard for Nursery Stock” latest edition.

All trees to be provided balled and burlapped. All shrubs to be provided either balled and burlapped or container grown.

Mulch shall be six-month old, well-rotted, shredded, native hardwood bark mulch, not larger than 4 inches in length and ½ inches in width, free of wood chips and sawdust.

Construction. This work shall be performed in accordance with Article 253 of the Standard Specifications.

Measurement. This work will be measured in place at the contract unit price per EACH for trees and shrubs shall include furnishing, transporting, and planting trees and shrubs including mulching, bracing, wrapping, watering, weeding, replacement of plants when required and all materials, labor, or equipment required to complete this work.

The contract unit price for mulch shall include furnishing, transporting, and placing mulch around tree and shrub plantings as shown on the plans, including all materials, labor, or equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for TREES (PER INDIVIDUAL PLANT CODE PAY ITEM) and SHRUBS (PER INDIVIDUAL PLANT CODE PAY ITEM), and no additional compensation will be allowed. Refer to material list on planting plans for individual tree and shrub species.

SHREDDED BARK MULCH 3” shall be paid for at the contract unit price per SQUARE YARD and no additional compensation will be allowed.

SP-49 PLANTING PERENNIAL PLANTS

Description. This work shall consist of furnishing, transporting, and planting perennial plants in accordance with Section 254 of the Standard Specifications except as specified herein, as shown on the plans, and as directed by the Engineer. The work shall include preparing the planting area, planting, watering, weeding, replacement of plants when required, and maintaining perennial areas until the project completion date, including all materials, labor, and equipment required to complete this work.

Materials. Provide perennial plants and accessories in accordance with Article 10081.02 of the Standard Specifications except as modified herein.

Provide container grown perennial plants for ornamental planting areas as indicated on the plans of the quality, size, genus, species, and variety as shown on the plans in compliance with the “American Standard for Nursery Stock” latest edition.

Construction. This work shall be performed in accordance with Section 254 of the Standard Specifications except as modified herein.

Plant perennial plants equally spaced throughout landscape bed areas as shown on the plans.

Measurement. This work will be measured in place at the contract unit price per EACH and shall include

furnishing, transporting, preparing the planting area, planting, watering, weeding, replacement of plants when required, and maintaining perennial areas until the project completion date, including all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for PERENNIAL PLANTS (PER INDIVIDUAL PLANT CODE PAY ITEM), and no additional compensation will be allowed.

SP-50 WATER SERVICE, METER, BACKFLOW PREVENTOR

Description. This work shall consist of providing water services for the irrigation system at each location as shown on the plans. The work shall include all the labor, material, equipment, and services for the water service locations.

This work shall include all labor, material, equipment, tools, transportation, permits, and services to construct the irrigation system as designed and per approved shop drawings, in accordance with sections 561, 562, 563, and 565 of the Standard Specification for Road and Bridge Construction and the Standard Construction Details, except as herein modified.

A backflow prevention device shall be installed on the domestic water service after the premise water meter. Additional backflow prevention devices shall be installed on internal water distribution piping for the irrigation system, ornamental fountain, and any other potential point sources of potable water cross-contamination. Approved devices shall be a Reduced Pressure Principle Zone (RP/RPZ) assembly or Reduced Pressure Detector Assembly (RPDA) manufactured to ASSE 1013 or 1047 standards, respectively, certified lead-free (LF) and stamped "LF", and protected from freezing at all times. The Owner or their designee shall approve the backflow devices before work commences.

Water Services.

Work described in the items WATER TAP, WATER VALVE ASSEMBLY, WATER METER IN VAULT, BACKFLOW PREVENTER (R.P.Z.), and WATER SERVICE LINE will collectively be described as Water Service Components within this specification. The Water Service Components are specified and will be paid for separately from the Irrigation System. A 1.5" line will be provided. All other components should be included in the unit price for the irrigation system.

Water Service Components must be installed prior to the installation of the irrigation system, unless otherwise approved by the Engineer.

The Water Service Components to be provided by General Contractor are shown on the plans. The number of water services and sizes shown on the plans have been designed to provide an adequate amount of water supply to service the areas to be irrigated (based on average water main pressure). If it is determined the Irrigation System requires a greater water supply to conform with the requirements of this specification the Irrigation Contractor must notify the Engineer immediately. Irrigation Contractor is to verify existing water pressure at the main and notify the Engineer of the results in writing.

The locations of Water Service Components are shown on the plans schematically. The location the Water Service Components will need to be verified in the field.

Electrical Services.

The electric service will be provided by the General Contractor. A 120v power wire will be provided.

Coordinate with the Engineer for exact locations of service tap at the controller location. The Irrigation Contractor will be responsible to make the connections from the controller to the wire source provided by the General Contractor.

Codes and Standards.

Codes: All plumbing work shall be installed within applicable provisions of the Village building codes. All devices and their installation must be in accordance with the Village Plumbing Code which incorporates Illinois Plumbing Code 2004 and Chicago Plumbing Code 2003.

Standards: Items listed to conform to ASTM, ANSI, or manufactures recommendations, for installation.

Any permits for the installation or construction of the work included under this contract which are required by any of the legally constituted authorities having jurisdiction, shall be obtained, and paid for by the Irrigation Contractor, each at the proper time. Irrigation Contractor shall also arrange for and pay all costs concerning any inspections and examinations required by these authorities.

Any necessary re-excavation or alterations to the system needed because of failure of the Contractor to have the required inspections, in the opinion of the Engineer, shall be performed at the Contractor's own expense.

Materials.

Water Meter.

Provided by the Village

Backflow Preventor.

Provide backflow preventor, size as appropriate for proposed irrigation system

Backflow Preventor Enclosure.

Provide metal enclosure appropriate size for backflow preventor, color: Black

Construction.

Site Conditions.

Water service and electric service will be supplied by the General Contractor to a designated area in landscape planting for the purpose of the automatic irrigation system. It is the responsibility of the Irrigation Contractor to coordinate the location of the waterline and electric service with the General Contractor.

Water Supply.

Supply shall be from water service provided by General Contractor. The connection to this line, for irrigation purposes, is the responsibility of the Irrigation Contractor.

Measurement. This work will be measured in place at the contract unit price per EACH and shall include all labor, material, equipment, and services necessary to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for WATER SERVICE, METER, BACKFLOW PREVENTOR, ENCLOSURE including all labor, material, equipment, and services necessary, and no additional compensation will be allowed.

SP-51 AUTOMATIC IRRIGATION SYSTEM, COMPLETE

Description. These specifications provide the performance requirements for an Irrigation Contractor to provide a design and installation for a fully operational irrigation system. The work shall consist of

providing a design and having shop drawings approved by the Engineer for the labor, material, equipment, permits and services for the proper installation and completion of all planting irrigation work.

The Irrigation Contractor shall provide layout and design coordinated with the landscape requirements of the planting types and locations as shown on the plans.

This work shall include all labor, material, equipment, tools, transportation, permits, and services to construct the irrigation system as designed and per approved shop drawings, in accordance with sections 561, 562, 563, and 565 of the Standard Specification for Road and Bridge Construction and the Standard Construction Details, except as herein modified.

The irrigation system shall include a controlled valve distribution system. Irrigation Contractor shall furnish and install equipment as common in the industry, associated piping and incidentals as shown and specified.

The system shall be designed such that water at no time run off or spray onto the pavement. Irrigation Contractor is responsible for field adjustments and final spray head nozzles selections.

This work shall include monitoring and adjusting the completed system to assure healthy plant development.

Water Services.

Work described in the items BACKFLOW PREVENTER (R.P.Z.), and WATER SERVICE LINE will collectively be described as Water Service Components within this specification. The Water Service Components are specified and will be paid for separately from the Irrigation System. A 1.5" line will be provided. All other components should be included in the unit price for the irrigation system.

Water Service Components must be installed prior to the installation of the irrigation system, unless otherwise approved by the Engineer.

The Water Service Components to be provided by General Contractor are shown on the plans. The number of water services and sizes shown on the plans have been designed to provide an adequate amount of water supply to service the areas to be irrigated (based on average water main pressure). If it is determined the Irrigation System requires a greater water supply to conform with the requirements of this specification the Irrigation Contractor must notify the Engineer immediately. Irrigation Contractor is to verify existing water pressure at the main and notify the Engineer of the results in writing.

The locations of Water Service Components are shown on the plans schematically. The location the Water Service Components will need to be verified in the field.

Electrical Services.

The electric service will be provided by the General Contractor. A 120v power wire will be provided. Coordinate with the Engineer for exact locations of service tap at the controller location. The Irrigation Contractor will be responsible to make the connections from the controller to the wire source provided by the General Contractor.

Codes and Standards.

Codes: All plumbing work shall be installed within applicable provisions of the Village building codes. All devices and their installation must be in accordance with the Village Plumbing Code which incorporates

Illinois Plumbing Code 2004 and Chicago Plumbing Code 2003.

Standards: Items listed to conform to ASTM, ANSI, or manufactures recommendations, for installation.

Any permits for the installation or construction of the work included under this contract which are required by any of the legally constituted authorities having jurisdiction, shall be obtained, and paid for by the Irrigation Contractor, each at the proper time. Irrigation Contractor shall also arrange for and pay all costs concerning any inspections and examinations required by these authorities.

In all cases where inspection of the sprinkler system work is required and/or where portions of the work are specified to be performed under the direction and/inspection of the Engineer, the Irrigation Contractor shall notify the Engineer at least 48 hours in advance of the time and such inspection and/or direction is required.

Any necessary re-excavation or alterations to the system needed because of failure of the Irrigation Contractor to have the required inspections, in the opinion of the Engineer, shall be performed at the Irrigation Contractor's own expense.

Design.

The Irrigation Contractor shall be licensed with the State of Illinois as a Plumbing Contractor. Each bidder shall be certified with the Irrigation Association (IA) as a Certified Contractor (CIC). The Irrigation Contractor shall provide a copy of their certification and a current copy of his Illinois State Plumbing License, and Cross Connection Control Device Inspector License.

The design will follow these guidelines:

1. Max velocity = 5 ft per sec.
2. Irrigation Design: Utilize a combination of spray heads. Maximize use of spray heads, unless existing water main pressure is not sufficient, then drip tubes can be used.
3. PSI variance: All spray heads should operate at 3 psi of every spray head within a zone. All zones should operate at 3 psi of every zone within a system.
4. Angle of Trajectory: Should be calculated so that the spray will be above the expected mature plant elevation.
5. Run Times: The system must achieve 12" of precipitation per week given 3 8-hour watering run times per week.
6. Controller: Contractor shall be responsible for coordinating with Electrical Contractor for location of a new controller.
7. Wiring size: calculations must be made to account for voltage drops and any splicing must be reflected on the shop drawings.
8. Pump sizes: Pumps are not expected but if required, are to be the most efficient for the application.

Submittals.

Shop Drawings will be prepared by a Licensed Irrigation Contractor or a Licensed Plumber in the State of Illinois, detailing pipe and equipment layout, fabrication, and installation of irrigation systems. Indicate plans, elevations, and dimensions, including all accessories.

When the irrigation system is complete and ready for inspection, the Irrigation Contractor shall notify the Engineer that the said system is ready for inspection. It shall be the responsibility of the Irrigation

Contractor or his representative to request the inspection and see that it is completed.

Guarantee.

The Irrigation Contractor shall furnish a written warranty to the effect that all materials and work furnished under this section is warranted for at least one year, shall be free from defects and faulty workmanship and that any defective material or work shall be promptly repaired or replaced without additional cost to the Village within 72 hours.

Materials.

Manufacturers and Minimum Requirements.

All products list herein are approved. However, the Irrigation Contractor can specify other products. These will be subject to review for approval by the Engineer prior to installation. Judgment of whether a product is equal to the approved will be based on the product information sheet, and the Village's past experiences with products.

1. Acceptable manufacturers: Rain Bird Corporation or approved equal

PVC or Polyethylene Piping and Fittings.

All sprinkler piping mainlines and lateral pipe shall be SDR-21, Class 200, Polyvinyl Chloride (PVC) with a minimum pressure rating of 200 PSI. Pipe shall be permanently and continuously marked with the manufacturer's name, trademark, size, type, and National Sanitation Foundation (NSF) seal of approval. Pipe shall conform to the requirements of Commercial Standard CFS-256 and ASTM D-2241. PVC pipe shall be as manufactured by Crestline Plastic Pipe Co. Inc. or approved equal.

All PVC fitting shall be solvent weld, Schedule 40 and shall conform to ASTM D-2466. Fittings shall be manufactured from PVC Type I materials and shall meet National Sanitation Foundation (NSF) standards. PVC fittings shall be as manufactured by Spears Manufacturing Company or approved equal. PVC fittings shall be joined with an approval PVC primer and cement.

Polyethylene piping 1" thru 2" can be used for lateral piping, (downstream of solenoid). The pipe shall be polyethylene NT80 irrigation pipe SIDR-15 PE3408 NSF-PW ASTM D 2239 PPFA manufactured by Crestline. The pipe must be permanently continuously labeled accordingly. The insert fittings are to be ASTM D 2609 and National Sanitation Foundation Standard #14 plastic fittings for potable water. Plastic insert fittings for polyethylene plastic pipe are manufactured by Spears Manufacturing Company.

Irrigation Controller.

Each location to include a Hunter X-Core controller.

Automatic Control Valves.

Automatic Control Valve shall be female pipe inlet and female pipe outlet connection. The diaphragm shall be of rubber construction to retain flexibility and provide maximum sealing throughout its area.

The valve shall have a manual flow control, with a hand-operated, rising-type flow control stem with control wheel/handle. All parts shall be serviceable without removing valve from the line.

18" solenoid lead wires shall be attached to a 24 VAC, 50/60 cycle solenoid with waterproof molded coil. The valves shall be held normally closed by internal water pressure.

Heads, Spray, Swing Joints.

The Sprinkler Heads shall be fixed spray type designed for in-ground installation. The body of the sprinkler shall be constructed of non-corrosive heavy-duty cyclolac. The sprinkler heads shall have a riser screen

filter to prevent entry of foreign materials to the nozzle. All parts shall be removable through the top of the sprinkler case. The sprinkler heads shall have a stainless-steel retraction spring to ensure positive pop-down and shall have a Conilip seal and cap to provide improve sealing.

The sprinkler heads shall be of pop-up design with an overall body height of 6 1/4" and have a pop-up stroke of 4 1/4". The Spray Heads shall be Model 1812 for landscaped areas as manufactured by the Rainbird or approved equal. For turf areas Model 1804 or approved equal is permitted provided that available pressure does not allow for the use of rotary heads.

All head will be installed with swing joints. Sprinkler head swing joints are to be factory assembled PVC swing joints constructed of 315-psi pressure rated materials. Swing joints shall be three-elbow construction with pre-lubricated buttress threaded connections and double O-Ring seals. Sprinkler head swing joints shall be Number 5807-01012 as manufactured by Spears Manufacturing Company, Sylmar, California or approved equal.

Control Wiring.

The irrigation control wire shall be a minimum of 14-gauge, single conductor, low energy circuit cable. A single 12-gauge single conductor white control wire shall be utilized as the common wire and connected in series to each valve. Zone wire shall be red, yellow, or orange in color.

Valve Boxes.

Valve Access Boxes shall be constructed of a combination of polyolefin and fibrous inorganic components (Superflexon Plastic) which is chemically inert and normally unaffected by moisture, corrosion and the effects of temperature change. Valve Boxes shall have a tensile strength of 3,400 psi. The lids and boxes will be green for turfed areas and brown for mulched areas.

Sleeves.

Sleeves shall be twice the nominal size of the pipe to be carried within, unless noted differently. Sleeves for control wire only shall be 2" diameter, placed alongside (or above) each sleeve for the mainline.

Construction.

Site Conditions.

Water service and electric service will be supplied by the General Contractor to a designated area in landscape planting for the purpose of the automatic irrigation system. It is the responsibility of the Irrigation Contractor to coordinate the location of the waterline and electric service with the General Contractor.

Water Supply.

Supply shall be from water service provided by General Contractor. The connection to this line, for irrigation purposes, is the responsibility of the Irrigation Contractor.

Installation of Main and Lateral Piping.

When preparing pipe of installation, pipe shall be cut clean and square with all burrs removed prior to solvent welding. Pipe must be free of all dust, dirt, moisture, grease, oil, or any other foreign material.

Pipe shall be joined by solvent welding method using a quality primer and cement applied according to the manufacturer's recommendation. Excess solvent shall be wiped cleaned from the pipe and fittings.

For polyethylene pipe, the insert fittings are to be clamped with stainless steel clamps. All fittings are to

be double clamped securely over the barbs on fittings.

Installation of Irrigation Controllers.

Irrigation controller should be coordinated with the Engineer and General Contractor and shall be installed at the location indicated on the shop drawings. The low voltage irrigation control wiring is to be installed in 2" steel heavy wall electrical conduit for protection. The conduit shall run from the controller, down and out 12" into the soil area. Conduit fittings are to be used to make 90 degree turn backs on the conduit at points of exit from the walls. (In no case shall the low voltage irrigation control wiring be installed in Class 160 or 200 PVC sprinkler pipe and Schedule 40 PVC 90-degree elbows).

The irrigation contractor is responsible for obtaining any electric permits required for the low voltage wiring.

Installation of Automatic Control Valves.

The automatic control valves are to be installed at the locations indicated on the shop drawings. All PVC shall conform to the Section 1. PVC Piping and Fittings. Schedule 80 toe-nipples are to be used on the upstream and downstream sides of the valve. Wire splicing for valves to follow this specification, CONTROL WIRING. Valves shall be assembled so that they fit comfortably and properly in the valve boxes allowing sufficient room for service. Every effort should be made to install the valves, and valve boxes, in a location where they will not interfere with foot traffic or the maintenance of the landscape.

Installation of Heads, Rotary, Spray, and Swing Joints

Sprinkler heads shall be installed flush and level with existing grades. Where sprinkler heads are installed in plant beds, the sprinkler heads must be installed 4" from the edge of plant bed areas. Soil around sprinkler head shall be tightly compacted.

All lines are to be flushed clean of debris prior to the installation of any rotary sprinkler head. Sprinkler heads are to be adjusted so that spray arc does not swing out into roadways or against buildings. Radius is also to be adjusted so that the sprinkler stream does not throw into roadways or against buildings.

All pop-up spray heads shall be thoroughly flushed prior to installation of sprinkler nozzles. All spray nozzles are to be adjusted for arc and radius of throw. Care shall be taken in nozzles selection to minimize overthrow to sidewalks, planted areas, and paved areas.

Installation of Control Wiring.

Every other solenoid valve should have a spare control wire running from the irrigation controller. The spare wires should be marked at both termination points. The irrigation control wires are to be bundled and taped together at five-foot intervals. An expansion loop shall be provided every 100 feet, at every 90-degree angle, and at each valve location. Where irrigation control wiring is installed by itself, the minimum depth of cover shall be 24". Under no circumstance shall the control wires be pulled through the ground. If a vibratory plow is utilized to install control wire, the plow must be used with a wire or cable-laying blade, which allows for cable installation without pulling the wire through the ground. Where the irrigation control wire is installed in a common trench with the sprinkler main piping, the control wire is to be installed first and covered with two inches of clean soil. The sprinkler main piping shall then be installed above the control wiring.

Splicing is not permissible unless approved on the shop drawings. If splicing has been approved all splices shall be waterproof with Scotch DBY Splice Kits. Should splices be required other than at valves locations,

those splices must be installed in a valve box and noted on the As Built Plans. Under no circumstances shall splices be buried. Splice Kits shall be Scotch DBY Direct Bury Splice Kit as manufactured by Electric Products Division/3M, St. Paul, MN or approved equal.

Installation of Valve Boxes.

Each automatic control valve shall be installed in a valve box. A minimum of two valve boxes shall be stacked. The valve boxes shall be installed so that the valve is centered in the box allowing sufficient room for servicing of the valves. Clearance between the highest part of the valve and the bottom of the valve box lid shall be 2" minimum. The lid must not be too deep for convenient service. Clearance between the top of the piping and the bottom of the valve box shall be a minimum of 1". The valve box must not rest on the pipe. Each valve box is to be installed flush and plumb with the existing soil grade. As a part of the valve box installation 3 to 4 inches of 2 to 1 inch stone, free of fines should be placed so that the top of the stone is 2" below the valve.

Hydrostatic Testing.

The test shall consist of pressurizing the mainline piping system to a minimum of 150 PSI for a period of two hours.

During the test, the piping system shall maintain 150 PSI with an allowable pressure drop of not more than 5 PSI, if any deficiencies in the piping system are found, the piping or fittings shall be repaired or replaced at no additional cost to the owner.

Pressure and Flow Testing.

A test will be taken of the static pressure on the upstream and downstream sides of the RPZ valve. A pressure reading is to be taken at each zone while each zone is running. The flow rate is to be recorded from the water meter at each running zone for a 5-minute period. This information shall be recorded on the As-Built drawings.

As Built Drawings.

Upon completion of the installation the contractor will submit an As-Built drawing of the completed project. The drawing will show the accurate location of all valves, quick couplers, mainline, wire splices, backflow devices, and controllers. The drawing shall also show the approximate location of sprinkler heads and lateral lines. Each controller shall be labeled on the plan alphabetically starting with A and the zones controlled by that controller shall be labeled A-1, A-2, A-3...etc.

Demonstration.

Demonstrate to Village's maintenance personnel operation of equipment, sprinklers, specialties, and accessories. Review operating and maintenance information. Provide 7 days' notice to all parties in advance of each demonstration.

Operational Testing.

Demonstrate to the Engineer that system meets coverage requirements and that automatic controls function properly.

Coverage requirements are based on operation of one circuit at a time, unless noted differently.

Spare Parts.

Submit spare parts as pertains to warranted materials, described by manufacturers' warranties.

Provide:

1. Two extra sprinkler heads of each size and type.

3. Owners/operational manuals available on controller, heads, and valves.

Clean Up.

Remove debris, resulting from work of this Section, from the site.

Adjustment.

After completion of grading and planting, irrigation contractor shall return to the jobsite to perform any final adjustments to the system which might be deemed necessary.

Maintenance shall include, in addition to initial start-up, one winterization and one spring start-up. Re-set heads twice, as directed, if necessary.

Measurement. The work will not be measured but will be considered complete when the irrigation system is complete, installed, tested, and approved.

Basis of Payment. This work shall be paid for at the contract unit price per LUMP SUM for IRRIGATION SYSTEM including all labor, material, equipment, and services necessary for providing the landscape irrigation systems in a serviceable, fully operational manner, including, but not limited to, excavation, backfilling, sprinkler heads, solenoid control valves, isolation valves, valve boxes, automatic controls, system testing, owner personnel training, piping, equipment identification, plumbing permits, inspection fees, valve tags, charts, supports, sleeves, fittings, valves, and accessories.

SP-52 LIGHTING UNIT COMPLETE, SPECIAL

Description. This item shall consist of furnishing a lighting unit per plan details and installing the pole in accordance with the Standard Specifications for Road and Bridge Construction, Section 830 unless otherwise indicated in this special provision or on the light pole detail as shown on the Plans.

Materials.

The 14 ft. Mounting height pole with 4 ft. Base cover shall be by Sternberg Lighting 2714FP5-.188-BK as approved by the Village of Downers Grove. The luminaire shall be the Holophane WFCL3_P40_27K_xxxx_FC3_FRGL.

Construction Requirements.

Lighting unit identification numbers shall not be installed on the light poles.

Basis of Payment.

The work shall be paid for at the contract unit price per each LIGHTING UNIT COMPLETE, SPECIAL, installed and operational, which price shall include all labor, materials, and equipment necessary to complete the work in place.

SP-53 LIGHTING UNIT, FLOOD

Description. This item shall consist of furnishing and installing a lighting unit per plan details in accordance with the Standard Specifications for Road and Bridge Construction, Section 830 unless otherwise indicated in this special provision or on the light pole detail as shown on the Plans.

Materials.

The luminaire shall be the B_K Lighting ARTI STAR Floodlight LED COB with a pipe/junction box mount, unit part number, AR-FL-LID-LCB-AL-PI1-J18-CC-120-H14-x52-WFL-010-09-00-WL00-BZP.

Basis of Payment.

The work shall be paid for at the contract unit price per each LIGHTING UNIT, FLOOD, installed and operational, which price shall include all labor, materials, and equipment necessary to complete the work in place.

SP-54 REMOVAL OF LIGHTING UNIT, SALVAGE

Description. This item shall consist of removal and salvage of existing lighting assemblies in accordance with the Standard Specifications for Road and Bridge Construction, Section 842 unless otherwise indicated in this special provision or shown on the Plans.

Contractor shall coordinate delivery of the salvaged lighting assembly with the Village.

The Engineer/Village shall field evaluate the existing pole foundation for use with the new proposed lighting assembly. Should it be determined that the foundation needs to be removed/replaced that expense shall be paid separately under the pay items REMOVAL OF POLE FOUNDATION and PEDESTRIAN LIGHT POLE FOUNDATION, 24" DIAMETER.

Basis of Payment.

The work shall be paid for at the contract unit price per each REMOVAL OF LIGHTING UNIT, SALVAGE, removed and delivered to storage, which price shall include all labor, materials, and equipment necessary to complete the work.

SP-55 REMOVAL OF LIGHTING UNIT FOUNDATION

Description. This item shall consist of removal and salvage of existing lighting assemblies in accordance with the Standard Specifications for Road and Bridge Construction, Section 842 unless otherwise indicated in this special provision or shown on the Plans.

Basis of Payment.

The work shall be paid for at the contract unit price per each for REMOVAL OF POLE FOUNDATION, removed and delivered to storage, which price shall include all labor, materials, and equipment necessary to complete the work.

SP-56 CONDUIT IN TRENCH

Description. This work shall be performed in accordance with Section 810 of the Standard Specifications insofar as applicable and as detailed on the Plans.

Basis Of Payment. This work shall be paid for at the contract unit price per lineal foot for CONDUIT IN TRENCH of the diameter and type indicated, which price shall be payment in full for all labor, equipment, materials and incidental expenses as necessary to complete the work as specified and as indicated on the Plans.

SP-57 CONDUIT PUSHED

Description. This work shall be performed in accordance with Section 810 of the Standard Specifications insofar as applicable and as detailed on the Plans.

Basis Of Payment. This work shall be paid for at the contract unit price per lineal foot for CONDUIT PUSHED of the diameter and type indicated, which price shall be payment in full for all labor, equipment,

materials and incidental expenses as necessary to complete the work as specified and as indicated on the Plans.

SP-58 HANDHOLE COMPOSITE CONCRETE

Description. This work shall be performed in accordance with Section 814 of the Standard Specifications insofar as applicable and as detailed on the Plans.

This work shall consist of the installation of a polymer concrete handhole at locations shown on the Plans or as directed by the Engineer. The lid shall be imprinted with the words "STREET LIGHTING".

Basis Of Payment. This item shall be paid for at the contract unit price per each for HANDHOLE COMPOSITE CONCRETE, which price shall be payment in full for all labor, equipment, materials and incidental expenses as necessary to complete the work as specified and as indicated on the Plans.

SP-59 GFCI POWER PEDESTAL

Description.

This work shall be performed in accordance with Sections 817 and 821 of the Standard Specifications insofar as applicable and as detailed on the Plans.

Materials.

Manufacturer, Fabricator, Supplier: Pedoc Power Solutions

Address: 600 W. Carboy Road, Mt. Prospect, IL 60056

Phone: 888-518-0330

Website: www.pedocpower.com

Product Description: 4x4 Flush Style, Hinged Cover, 2-Gang, Surface Mount

Product Number: 4FMIM18-C-HT-B-2

Size: 4x4, 18" Height

Accessories: 2-Gang

Color/Finish: Black (B)

Measurement. This work will be measured in place at the contract unit price per EACH and shall include all work necessary to procure, assemble, and install the power pedestals as recommended by the manufacturer and as shown on the plans, including all materials, labor, and equipment required to complete this work.

Metal foundations for power pedestals will be measured separately and will not be included as part of the power pedestal pay item.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for GFCI POWER PEDESTAL and no additional compensation will be allowed.

Pedestal foundation will be paid for separately as POWER PEDESTAL FOUNDATION, METAL.

SP-60 GFCI POWER PEDESTAL FOUNDATION, METAL

This work shall be performed in accordance with Section 836 of the Standard Specifications insofar as applicable and as detailed on the Plans.

Contractor is responsible for installation of foundations and coordinating with other trades and aspects of the project.

Foundation shall be similar to the foundation, Cat. No. T112-0514 manufactured by A.B. Chance / Hubbell Power Systems. Baseplate size and bolt circle diameter must be sufficient to accommodate the mounting configuration of the actual GFCI outlet pedestal unit being provided.

This work shall not be paid for separately but shall be included in the contract unit price per each for GFCI POWER PEDESTAL FOUNDATION, METAL which price shall be payment in full for all labor, materials, equipment and incidental expenses as necessary to complete this work as specified and as indicated on the Plans.

SP-61 WIRE AND CABLE

Add the following to the first paragraph of Article 1066.02(a):

“The cable shall be rated at a minimum of 90°C dry and 75°C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals.”

Add the following to Article 1066.03(b) of the Standard Specifications:

“Cable sized No. 2 AWG and smaller shall be U.L. listed Type RHH/RHW and may be Type RHH/RHW/USE. Cable sized larger than No. 2 AWG shall be U.L. listed Type RHH/RHW/USE.”

Revise Article 1066.04 to read:

“Aerial Cable Assembly. The aerial cable shall be an assembly of insulated aluminum conductors according to Section 1066.02 and 1066.03. Unless otherwise indicated, the cable assembly shall be composed of three insulated conductors and a steel reinforced bare aluminum conductor (ACSR) to be used as the ground conductor. Unless otherwise indicated, the code word designation of this cable assembly is “Palomino”. The steel reinforced aluminum conductor shall conform to ASTM B-232. The cable shall be assembled according to ANSI/ICEA S-76-474.”

Revise the second paragraph of Article 1066.05 to read:

“The tape shall have reinforced metallic detection capabilities consisting of a woven reinforced polyethylene tape with a metallic core or backing.”

SP-62 UNDERGROUND RACEWAYS

Revise Article 810.04 of the Standard Specifications to read:

“Installation. All underground conduit shall have a minimum depth of 30-inches (700 mm) below the finished grade.”

Add the following to Article 810.04 of the Standard Specifications:

“All metal conduit installed underground shall be Rigid Steel Conduit unless otherwise indicated on the plans.”

Add the following to Article 810.04 of the Standard Specifications:

“All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum of 300 mm (12”) or the length

shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped.

The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap.

The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125") thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring."

SP-63 UNIT DUCT

Revise the first paragraph of Article 810.04 to read:

"The unit duct shall be installed at a minimum depth of 30-inches (760 mm) unless otherwise directed by the Engineer."

Revise Article 1088.01(c) to read:

"(c) Coilable Nonmetallic Conduit.

General:

The duct shall be a plastic duct which is intended for underground use and which can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance. The duct shall be a plastic duct which is intended for underground use and can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance.

The duct shall be made of high density polyethylene which shall meet the requirements of ASTM D 2447, for schedule 40. The duct shall be composed of black high density polyethylene meeting the requirements of ASTM D 3350, Class C, Grade P33. The wall thickness shall be in accordance with Table 2 for ASTM D 2447.

The duct shall be UL Listed per 651-B for continuous length HDPE coiled conduit. The duct shall also comply with NEC Article 354.100 and 354.120.

Submittal information shall demonstrate compliance with the details of these requirements.

Dimensions:

Duct dimensions shall conform to the standards listed in ASTM D2447. Submittal information shall demonstrate compliance with these requirements.

Nominal Size		Nominal I.D.		Nominal O.D.		Minimum Wall	
mm	in	mm	in	mm	in	mm	in
31.75	1.25	35.05	1.380	42.16	1.660	3.556 +0.51	0.140 +0.020
38.1	1.50	40.89	1.610	48.26	1.900	3.683 +0.51	0.145 +0.020

Nominal Size		Pulled Tensile	
mm	in	N	lbs
31.75	1.25	3322	747
38.1	1.50	3972	893

Marking:

As specified in NEMA Standard Publication No. TC-7, the duct shall be clearly and durably marked at least every 3.05 meters (10 feet) with the material designation (HDPE for high density polyethylene), nominal size of the duct and the name and/or trademark of the manufacturer.

Performance Tests:

Polyethylene Duct testing procedures and test results shall meet the requirements of UL 651. Certified copies of the test report shall be submitted to the Engineer prior to the installation of the duct. Duct crush test results shall meet or exceed the following requirements:

Duct Diameter		Min. force required to deform sample 50%	
mm	in	N	lbs
35	1.25	4937	1110
41	1.5	4559	1025

SP-64 FOUNTAIN

Description. Provide a complete decorative fountain system as shown on the drawings and specified herein. The work includes: Automatic fountain system including piping, fittings, and accessories; Water supply piping, valves, backflow preventor, and fittings; Drain and waste piping; System start-up, adjustment, and testing; Excavating and back filling fountain system work; Associated exterior plumbing, wiring, and accessories to complete the system; Piping water stop-fittings.

Quality Assurance. Acceptable manufacturers subject to compliance with requirements: Hydro Dramatics, Fountain Division of Missouri Machinery and Engineering Co. St. Louis, MO 63139, Phone 314-231-9806 or approved equal.

Provide a complete fountain system as supplied by a sole source manufacturer and designer of decorative fountains.

Manufacturer's qualification: The firm shall have a minimum of 15 years' experience with a satisfactory record of performance for designing, supplying, and completing fountains of comparable size and

complexity. Workmanship and equipment shall be of the highest quality.

Installer's qualifications: The firm shall have a minimum of 10 years' experience with a satisfactory record of performance installing and completing fountains of comparable size and complexity. Workmanship and equipment shall be of the highest quality.

Substitutions of water feature materials shall require written approval by the Landscape Architect. Installers offering substitutions shall submit one (1) electronic copy of the following at least ten (10) working days prior to the bid date for review and approval.

- Complete water feature system flow diagram.
- Complete water feature electrical control panel ladder logic diagrams.
- A complete bill of materials along with specifications cuts of proposed substitute items.
- A written description of the water feature's operational system.
- A written performance guarantee by the alternate system manufacturer certifying that the alternate system will meet the specified performance requirements.
- Failure to submit for prior approval of substitutions will be grounds for rejection.

Materials, equipment, and methods of installation shall comply with all applicable codes and standards including:

- National Fire Protection Association (NFPA), National Electrical Code.
- American Society for Testing and Materials, (ASTM).
- National Sanitation Foundation, (NSF).
- Underwriters Laboratories, (UL).

Excavating, backfilling, and compacting operations: Comply with requirements as specified elsewhere.

Obtain in writing Owner's acceptance of installed and tested fountain system.

Submittals. Submit the following in accordance per the Submittals Specification Section in this project manual.

Manufacturer's Literature: Materials and installation instructions for each of the system components.

Shop Drawings and Submittals:

- Shop drawings for the complete decorative fountain system. Include piping layout and details illustrating location and types of fountain specialties, valves controls, wiring, and list of equipment.
- Drawings shall be original and not copied from the contract document set.
- Submittals to include one (1) electronic set of product submittals, and one (1) electronic set of prints. Include with the submittals a power requirement calculation sheet.

Material samples:

- Upon request, provide samples of nozzles, lights, and any other items to the Owner for approval.

Provide fountain system record drawings:

- Installer to legibly mark drawings to record actual construction.
- Installer to identify field changes of dimensions, piping, structural components, installation details

and\ or any alterations made by Change Order.

- Identify each nozzle as corresponds to valve and circuit.
- Indicate piping and specialty, horizontal and vertical locations referenced to permanent surface improvements using fountain plans as base sheets.
- As-built drawings shall include one (1) set of electronic prints.
- O & M manuals shall be provided by fountain equipment supplier prior to final inspection and fountain system acceptance. Written operating and maintenance instructions, (1) paper copy and (1) electronic copy, shall be submitted to installer for hand off to owner's representative.
- Fountain equipment supplier shall provide to Owner's appointed maintenance personnel, training & instruction in proper use of, programming of, and monitoring of fountain system.

Delivery, Storage, and Handling.

Deliver fountain system components in manufacturers' original undamaged and unopened containers with labels intact and legible.

Deliver plastic piping in bundle, packaged to provide adequate protection of pipe ends, both threaded and plain.

Store and handle materials to prevent damage, theft, and deterioration.

Provide secure, locked storage for valves, nozzles, lights, and similar components that cannot be immediately replaced, to prevent installation delays.

Fountain Operations.

Kunze Water Feature Effects and Equipment Consisting of:

1. A square shaped pool with a single level.
2. Four (4) cascade jet located in center of the fountain.
3. Eight (8) cascade jets located around the center cascade jet with Stainless Steel Wave Baffle.
4. Twelve (12) ring style LED color changing, DMX controlled, wet\ dry lights. Located in pool and to be pipe mounted on the jets nipple. LED lights are to be programmed for a minimum of three (3) light shows with an option for more.
5. One (1) pressure transducer style electronic water level senser with protective stainless-steel niche.
6. Two (2) underwater junction boxes located in pool and supplied with cord seals, no-leak stub-ups, and potting compound. Junction boxes are for distribution of power and DMX signal to above LED lights.
7. Two (2) water-stops.
8. One (1) 15-inch stainless-steel anti-vortex plates with mated fiberglass sumps to aid in the return of water to the feature pump and filter pump.
9. One (1) wall skimmers to collect debris in pool.
10. One (1) overflow standpipe to eliminate excess water.
11. One (1) fiberglass grade box for cascade jets flow control valves.
12. One (1) fiberglass grade box for lighting power supplies.
13. One (1) anemometer to monitor the wind speed and to lower or turn off the water features during wind conditions.

Fountain Mechanical Pump Room and Controls Consisting of:

1. Mechanical room: Re-use space within building for new equipment.
2. One (1) 5hp, 208volt, 3ph, 265gpm, and 37' of head feature pump, sized for the four (4) inside cascade jets to go six foot high and the eight (8) outside cascade jets to go three foot high.

3. One (1) 1.5hp, 208volt, 1ph, 35gpm, filter pump with integral basket strainer, to provide required turnover rate to maintain proper water quality in fountain system.
4. One (1) 100sqft cartridge filter, for the water treatment of fountain pool, sized to filter 35gpm.
5. One (1) automatic fill loop with manual bypass, to provide initial and keeps full water supply. Fill loops are to be supplied by a shared 1" potable water supply line, coming from a backflow preventer that has a (50) PSI maximum line pressure.
6. All isolation, flow control, drain, and check valves required for proper operation of water features. As indicated on contract drawings.
7. All pipe saddles indicated on contract drawings.

Fountain Controls:

208-volt, 3 phase, UL listed Fountain Control panel to control all water feature equipment and functions. Controls to be mounted in a Type?? enclosure. Panel is to include a PLC with operational programming that can be accessed from the panel face or remotely via ethernet. connection and "Smart Device." The panel is to be located as close to the designated water feature mechanical equipment as possible. There is to be a permanent 36-inch minimum amount of clearance maintained in front of the panel. The panel door is to be able to open a minimum of ninety degrees (90°). All conduit penetrations coming from the water feature are to be located on the bottom of the panel enclosure. As indicated on contract drawings.

Project Conditions.

The contractor shall, at their expense, locate, excavate, and verify the alignment and depth of all underground utilities as shown or inferred on the drawings. Protect existing utilities, paving, and other facilities from damage caused by fountain installation operations.

Promptly repair damage to adjacent facilities caused by fountain system work operations. All damage to adjacent facilities resulting from work covered in these specifications will be repaired at the Contractor's expense.

Protect new and existing trees, plants, lawns, and other features designated to remain as part of the final landscape work.

Promptly repair damage to finish grades, lawn areas, and planting caused by fountain system work operations. All damage to grades, lawns and planting resulting from work covered in these specifications will be repaired at the Contractor's expense.

Promptly notify the Architect in writing of unexpected sub-surface conditions.

Coordinate fountain work with other trades to avoid conflicts and permit all trades to perform their work in a timely manner.

Materials.

General:

Where practical, the product of a single manufacturer for each type of material shall be used throughout all work specified under this section.

Provide all special tools required for proper operation and maintenance of equipment provided under this section. Deliver to General Contractor.

Provide factory personnel for one-day (per fountain) start-up supervision and training of fountain owners' staff.

Pipe and fittings:

1. Piping materials to conform to codes of dominant inspecting authority.
2. All pipe and fittings shall be identified by the manufacturer to indicate material, class or type, size, and pressure rating.
3. Copper tube and fittings:
 - Tube: Type K seamless, conforming to ASTM B-88. Drawn temper for use with solder type fittings. Dead soft for use with compression fittings, conforming to ASTM B-75.
 - Fittings: Wrought copper or cast bronze solder joint type fittings conforming to ASTM B-75 and ANSI B16.22. Brass compress fittings for copper tubes conforming to SAE CA377 and SAE CA360. Propress Fittings.
 - Copper fill loop fittings to be by Propress or approved equal.
4. Brass pipe and fittings:
 - Pipe: Standard weight, conforming to ASTM B-43, threaded ends.
 - Fittings: Class 125 cast bronze threaded conforming to ASTM B-62 and ANSI 16.22.
5. PVC pipe and fittings:
 - All piping smaller than 4" shall be schedule 40 PVC ASTM-D1785 pressure pipe and fittings.
 - Fittings: Standard schedule 40 or 80, as specified. Schedule 40, socket welded connections shall conform to ASTM-D-2466, threaded connections may not be used. Schedule 80, socket welded connections shall conform to ASTM-D-2467, threaded connections shall conform to ASTM-D-2462. Solvent cement shall conform to ASTM-D-2564.

Valves:

1. Brass Ball Valve: Threaded two (2) piece bronze body, standard port openings, blow out proof stem, TFE packing with adjustable stem packing gland, free floating chrome plated brass ball with zinc plated handle for dry location installations and stainless-steel handle for wet location installations as manufactured by Jomar 100 series or approved equal.
2. Brass Globe Valve: Brass globe valve, threaded, manufactured by Smith Cooper 01764101x series, or approved equal.
3. Butterfly Valve: 125/150# Lug type cast iron BFV of uni-body construction with one-piece extended neck, EPDM resilient seat molded in o-ring, nylon-coated disc, and stainless-steel stem. As manufactured by ABZ, Model 397, or approved equal.
 - Butterfly valves 6" and larger, for flow control\ throttling purposes, shall be gear operated.
 - Butterfly valves 6" and larger, for isolation purposes only, shall be lever operated.
 - Butterfly valves under 6" shall be lever operated.
4. PVC Ball Valve: True Union ball valve, pressure rated 150 P.S.I. at 70°F, PVC, full-port ball valve tru-union fittings. As manufactured by Hayward TBB series or approved equal.
5. Swing Style Check Valves:

- 2" and smaller shall be: Threaded, bronze swing check valve Webstone Series 10500 or approved equal.
 - 3" and larger shall be: 125# ductile iron, elastic swing check valve, BUNA-N with steel and fabric reinforcement as manufactured by S.F. series CXF125IV or approved substitute.
6. Electric Actuated Ball Valve: Electrically actuated PVC ball valve with 24 Volt DC, 4-20mA DPS digital positioner kit factory installed. As manufactured by Valworx Model #561216E-561101E.
7. Fill Loop Solenoid Valve: Bronze valve with 120-volt, 15 VA solenoid, with slow closing action, a minimum operating pressure of 3 P.S.I. and a maximum operating pressure of 150 P.S.I. as manufactured by Granzow #W6B11-000-02 or approved equal.

Pumps & Filters:

1. Feature pump: 5HP, 208V, 3PH, 60 cycle pump with a Noryl body with integral strainer basket with a see through cover for visual inspection, and a single speed motor, Capable of 365 GPM @ 37 TDH. as Manufactured by Pentair, EQK Series EQK500, or approved equal.
2. Filter Pumps: Fiberglass reinforced 1.5hp, 208V, 1 PH, 60 cycle pump capable of 35gpm @ 20TDH, with closed impeller, variable speed motor, one bolt stainless steel clamp for quick access for any required service and strainer basket with a see-through cover for visual inspection. As manufactured by Pentair, I3 Intelliflo (011068), or approved equal.
3. Cartridge Filter: NSF rated, 100sqft, rated up to 35 GPM. Cartridge Filter shall have a Polymeric molded tank rated at 50 psi, with 2" connections, and pressure gauge: as manufactured by Pentair Clean and Clear model #160316 or approved equal.

Specialties:

1. Cascade Jets: 1/4" and 3/4" nozzle shall be of one-piece bronze construction, machined to produce a conical shape of aerated water. Finish shall be natural bronze and brass as manufactured by Crystal Fountains NCA-125 and NCA-075 or approved equal.
2. Swivel Connector: Brass and stainless steel fitted unit that will connect to the bottom of a nozzle to help directional alignment (15 deg of adjustment from center line) as manufactured by Crystal Fountain model ASU-xxx or approved equal.
3. LED RGBW Ring Light: 24VDC/48W LED RGBW stainless steel ring light with pipe mounts located on jets nipple. Light to be furnished with 9 feet of 18-5 underwater cable pre-installed. Fixture is IP68 rated suitable for submersible or dry locations. Provide approximately 10% additional spare parts for lights (Boards, Gasket, Lenses). As manufactured by Unmei model UL-316RS-48RW or approved equal.
4. Grade Boxes: Fiberglass grade boxes with bolt down mated fiberglass lid. Boxes under 5ft in length shall have a single piece lid and boxes 5ft in length and longer will have a two-piece lid. Depth of grade boxes shall be such that all piping entering and exiting the box is below frost line. Dimensions are to be as indicated on contract drawings. As manufactured by Accuwright Fiberglass model FG Style or approved equal.
5. Automatic Chlorinator: Automatic chlorinator shall work in-line on the discharge pipe, and to be totally sealed when in normal operation and have adjustable feed rate dial. Chlorinator is manufactured by

Pentair Model # R171096 or approved equal.

6. Hammer Arrestor: ¾"-inch Arrestor to have pre-charged permanent sealed air chamber to absorb the shock. The sealed chamber prevent the loss of air to the water. As manufactured by Watts model 0750053 or approved equal.
7. Pressure Transmitter Level Sensor: All stainless-steel welded sensing element. Fast response time. Pressure sensing range from 0 to 5 psi. Output 4-20mA. 40ft shielded cable. As manufactured by Mercoid model SBLT2-5-40 or approved equal.
8. U.L. Listed Conduit Mounted Junction Box: Box to be of heavy cast bronze construction with neoprene gasket, internal ground lugs and silicone bronze or stainless-steel hardware. As manufactured by Crystal Fountains Series #EBJ-2xx or approved equal.
9. Potting Compound: 3M "Scotchcast 2123 re-enterable encapsulate or approved equal.
10. Cord Seals for lights: ½" Cord Seal, black, NEMA 6P rated made from all nylon construction with a Buna N sealing gland as manufactured by Heyco, model Heyco-Tite M3200 or approved equal.
11. Pressure Compound Gauges: 2 ½" Stainless steel case, liquid filled pressure gauges with ¼" bottom connection. Gauges shall be sized for operation at approximately 50% of full scale. Combination gauges shall be installed on suction of display pumps. Pressure gauges shall be installed on discharge of display pumps and on manifolds. As manufactured by Ametek Series P550L or approved equal.
12. Fill Loop: 1" Copper fill loop assembly with ¾" hammer arrester, 1" slow closing solenoid valve, 1" isolation valves, 1" bypass valve, and ¾" hose bib, as manufactured by Hydro Dramatics model FFL-100 or approved equal.
13. Variable Speed Drive: Variable torque, six programmable digital inputs, UL Listed, alpha-numeric cover display for all programming and display of speed, volts, amps, temperature, hour usage and faults. Sized to match pump HP. As manufactured by Invertek or approved equal.
14. Brass Pipe Saddle: Brass hinged type pipe saddle cast from certified 85-5-5-5 waterworks brass and machined to rigid specifications. The upper & lower castings are permanently hinged together with a silicone bronze pin and as manufactured by Ford Brass Saddles model S71-XXX or approved substitute.
15. Water Stop Couplings:
 - Up to 3" water stop couplings can be threaded 304 stainless steel, brass, or pvc (slip x slip), with grounding screw (metal water-stop only), unless noted otherwise, sized as shown on drawings, as manufactured by Standard Bronze or approved equal.
 - Above 3" water stop couplings are to be from pvc, slip x slip unless noted otherwise, sized as shown on drawings, as manufactured by Indelco or approved equal.
16. Anti-Vortex Plate: 15" diameter stainless-steel anti-vortex plate, fabricated from 3/16" 304 stainless-steel. As manufactured by Hydro Dramatics model #FAVF15LSS or approved equal.
17. Skimmer: Black cyclac wall skimmer with front removable plastic debris basket and brass

faceplate. Model #SVSKIM or approved equal.

18. Overflow standpipe: One (1) overflow to eliminate excess water. As indicated on contract drawings. Manufacturer by Crystal Fountain model # DOA-300 or approved equal.

19. Anemometer: Black U.V. stabilized, polycarbonate, acetal and stainless steel, wind propelled, magnetically actuated, wind propelled, signal generator, capable of relaying both wind speed and direction. As manufactured by Peet Bros, Ultimeter Pro or approved equal.

Control Panel:

1. Fountain Panels:

Note: Requires Owner provided ethernet line with static IP address, if smart device control is desired.

- The panel shall be 508A U.L. listed and of a unified design with all electrical control components installed and pre-wired to coded terminal strip. Panel shall include control and lighting power distribution panel board; control and lighting circuit breakers including GFCI's; control and lighting relays and contactors; motor starters with thermal overload protection, level control relay, selector switches. Fountain control panel to be housed in a TYPE 4, fiberglass enclosure.
- Programmable Logic Controller: PLC shall be door mounted with integral HMI keypad and digital display screen. Unit shall have a minimum of nine digital inputs, six digital outputs and one analog input. Additional digital and analog outputs shall be supplied with necessary expansion modules. PLC will control time, low water, and sequencing functions. As manufactured by Unitronics - Vision series or approved equal.
- Panel boards: Shall be U.L. Listed and meet Federal Specification W-P-115b, Type 1, Class 1 and as follows: Designed for plug-on type circuit breakers. Rated for minimum 10,000 amps RMS short circuit current. Furnished in single phase 3 wire or three phase 4-wire main lugs as specified.
- Circuit Breakers: Breakers shall be U.L. Listed and as follows: Designed for plug-on installation. Rated for minimum 10,000-amp RMS interrupting capacity. Provide visible trip indication. Ground fault circuit interrupter breakers shall be Class "A" designed for "people protection" and rated to trip when a fault current to ground is 6 milliamperes or more. Breakers shall be as manufactured by G.E. THQL Series (THQL-GFI Series for GFCI) or approved equal.
- Motor Contactor shall be U.L. Listed and as follows: Horsepower and ampere rated, ICE design certified to meet international standards, provided with integral auxiliary contact, as manufactured by Sprecher & Schuh CA-7 Series or approved equal.
- Thermal Overloads shall be U.L. Listed and as follows: Class 10 ambient compensated bimetal overload relay, provided with adjustable overload trip range, provided with manual reset settings, as manufactured by Sprecher & Schuh CEP7 Series or approved equal.
- Control Relay shall be U.L. Recognized: Shall be selected and sized as necessary. General purpose control relays shall be as follows:
- Multiple with tubular terminals. Contacts rated at 10 amps. As manufactured by Relpol or approved equal.

- Panel Enclosures: Enclosures rated TYPE 4X shall be as follows:

Enclosure to be of steel construction.

Door: Hinge mounted, clamp secured and furnished with hasp and staple for padlocking.

Gasket: Oil-resistant attached with oil-resistant adhesive and held in place with steel retaining strips.

Back plate: Steel and mounted on raised studs.

- 24 Volt Power\ Data Supply: 120-volt AC primary, 24-volt DC, secondary power supply sized to for LED light load, as manufactured by Mean Well SDR-xxx series or approved equal.

Fountain Anchors:

1. Contractor to furnish and install (4) stainless steel eyebolt anchors with L-hook bottom (1/2" diameter) as shown in plans.

Execution. Install all equipment specified herein and/or shown on the drawings in strict accordance with the manufacturer's instructions and recommendations unless otherwise noted.

Preparation.

The Contractor shall be held to have visited the site and to have compared the same with the drawings and specifications covering this work, and to have satisfied himself with the conditions existing at the site and/or shown on the drawings which affect or are affected by the work, and as to all other matters which may be incidental to the work described in these specifications and/or shown on the drawings before delivery of this Bid. He shall assume all responsibility, therefore.

Installation.

Pipe:

- Provide flanges or unions as indicated and as necessary to allow and reinstallation of any item of equipment or accessory without cutting, welding, or soldering.
- Cut pipe into measurements established at the site. Work into place without springing or forcing.
- Protect all openings in piping during construction to prevent entrance of foreign matter.
- Cut pipe and tubing ends square. Remove rough edges and burrs so that a smooth and no obstructed flow will be obtained.
- Close or short nipples should be used only where shown on the Drawing, or absolutely necessary to satisfy dimensional constraints.
- Make changes in pipe size using reducing fittings. Use bushings only if shown on the drawings.
- Connections to equipment or accessories shall be screwed for sizes 2" smaller, flanged for sizes 2½" and larger.
- Arrange exposed piping straight, parallel, and perpendicular to the walls of the structure unless, otherwise shown on the Drawings.
- Whenever two or more pipes are installed in parallel, allow sufficient space for required welding, soldering, painting, and/or the application of insulation.

Pipe Joints:

- Cut all threads accurately, axis of thread coinciding with axis of pipe.
- No more than two threads shall show beyond fittings.

- Make up joints with Teflon tape or pipe dope compound.
- Remake leaky joints with new materials.

Copper and brass pipe and tubing:

- Clean surfaces to be jointed of oil, grease, rust, and oxides before assembly or heating.
- Apply an appropriated flux to each joint surface and spread evenly. Apply heat with an oxyacetylene torch.
- Make up all joints using non-corrosive flux and 95-5 solder, ASTM B32 Grade A.

PVC pipe:

- Bevel all pipe ends with a coarse file or beveling tool.
- Clean surfaces to be joined of all loose dirt and moisture from the I.D. and O.D. of the pipe end and the I.D. of the fitting socket.
- Apply a coating of appropriate primer to the entire I.D. surface of the fitting socket and to an equal area on the O.D. of the pipe end.
- Apply solvent cement using an appropriate natural bristle brush as follows:
- Apply a liberal coating of cement around the entire depth of the socket surface, avoiding excessive cement application.
- Apply a second liberal coating onto the pipe end.
- Immediately after cementing, insert the pipe into the fitting to the full socket depth while rotating the pipe or fitting one quarter turn. Hold joint together for at least 15 seconds after joining to make sure pipe does not back out of socket.
- Do not solvent weld pipe if atmospheric temperature is below 40 degrees F or above 90 degrees F, or if it is raining.
- Discard cement when an appreciable change in viscosity takes place or if cement is lumpy or stringy. Do not thin. Cement must be used before the expiration date shown on container.
- All systems shall be left in good operating condition. If defects of materials or workmanship in piping systems or equipment are disclosed as a result of these tests an operation, repairs shall be made by the Contractor, using new materials, and all defective materials shall be repeated until a satisfactory test has been made.
- No caulking or screwed joints, cracks, or holes will be acceptable. Replacing shall be the full length of defective sections of pipe. Defective apparatus shall be removed from the site and replaced by apparatus conforming to the requirements of these requirements. The entire cost of repairs and replacements shall be borne by this Contractor.

Wiring Materials:

- Electrical conductors connected to equipment having a tendency to cause noise or vibration, shall be installed in flexible conduit not to exceed four feet in length. All flexible conduit subject to moisture shall be covered with watertight plastic and all connections shall made with watertight fittings.
- All other electrical conductors shall be installed in rigid conduit unless otherwise specified or indicated on the drawings. All connections shall be made with approved fittings.
- All conduit located within the pool and all stub-ups through the pool floor shall be red brass pipe, type K copper tubing of full hard temper, or Everdur.
- All interconnecting conduits outside the pool shall be steel, P.V.C. or other material approved for application.
- All connections between dissimilar metals shall be made with dielectric fittings.
- Minimum conduit size shall be 3/4" unless otherwise specified or indicated on the drawings.
- All wire, flexible cord, cable, and/or conductors shall be selected as to size, type, current carrying

capacity, voltage and insulation based on intended service, and shall conform to the latest ASTM and IPECA specifications and standards.

- All connecting and terminating devices used for making connections, taps and/or splices shall be as approved for application.
- All junction and/or pull boxes located outside the pool shall conform to applicable codes and shall be of sufficient size, suitable design, and approved construction to meet the conditions and requirements involved.

Installation of Electrical Work - In Pool:

- The Contractor shall furnish and install all conduit, fittings, boxes, wiring, and other electrical equipment located within the fountain pool.
- All connections to junction boxes in the pool shall be made tight with thread sealant. All junction boxes and deck boxes shall be potted with paraffin or approved equivalent prior to filling the fountain pool.

Installation of Conduit:

- All wiring shall be in conduit installed and sealed in accordance with the best modern practice, except that flexible cord approved for submersible applications shall be used between underwater pool light fixtures and underwater junction boxes.
- All conduits located in finished areas shall be concealed unless otherwise specified or indicated on the drawings.
- The ends of all conduits shall be cut square and shall be carefully reamed to remove rough edges.
- Open ends of conduit shall be kept closed with approved conduit seals during construction.
- Where conduit enters a box or other fitting, a bushing shall be provided to protect conductors from abrasion.
- Where junctions, bends, or offsets are required, for exposed runs of conduit, fittings shall be provided. Fitting covers shall be accessible. Bends will not be permitted around corners of beams, walls, or equipment.
- Thread less couplings and/or connectors used with conduit shall be made tight. Where installed in wet locations or where buried in concrete or other fill, thread less couplings and connectors shall be suitable for preventing water from entering the conduit. Running threads will not be permitted.
- Sliding expansion joints with bonding straps shall be furnished where conduits cross building expansion joints or as otherwise required.
- Bends in conduit shall be made so that the conduit is not damaged and such that the inside diameter of the conduit will not be effectively reduced. No more than the equivalent of four 90-degree bends shall be used on any single run of conduit between outlets and/or other fittings.
- All concealed and/or exposed conduit shall be supported in an approved manner.

Installation of Conductors:

- All conductors shall be installed in conduits after all conduits, except exposed conduit with removable conduit seals has been installed as a complete raceway system.
- All debris and moisture shall be removed from all conduits, boxes, and other fittings before installing conductors. Cleaning agents or materials used as lubricants that might have a deteriorating effect on conductor coverings shall not be used.
- The connection of conductors to terminals shall be made using approved connectors. Wires in panel cabinets, pull boxes, and wiring gutters shall be neatly grouped and fanned out to the terminals.
- Care shall be taken to protect conductors from damage caused by further mechanical work completed after conductors have been installed. Any damaged conductors shall be replaced.
- All circuits fed by ground fault interrupters shall have their own separate neutral wire. No common

neutrals will be acceptable.

Conductor Color Coding:

- All conductors (600 volts and under) shall be color-coded and numbered. Color continuity being maintained throughout the project.
- Color-coding shall be as follows: Phase "A" shall be "Black", Phase "B" shall be "Red", Phase "C" shall be "Blue", "Neutral" shall be "White", and "Grounding Conductors" shall be "Green".

Excavating, Trenching and Backfilling:

- The Contractor shall perform all excavating, trenching, and backfilling specified, as indicated on the plans and/or as required for the installation of the work under this section.
- Trenched shall be excavated and underground conduit shall be laid and supported in accordance with the best modern practice.
- Prior to lowering into the trenches, all conduit fittings and accessories shall be inspected for defects and all defective, damaged, or unsound conduits shall be replaced.

Test and Adjustments.

This Contractor shall test all equipment installed by him, as necessary, to show that it complies with all requirements specified. Testing shall be done in a manner approved by the Architect/Engineer.

All water piping systems shall be pressure tested at 150% of operating pressure or 75 p.s.i. minimum for discharge lines, 30 p.s.i. minimum for suction lines, and 15 p.s.i. minimum for drain lines, for a period of not less than 4 hours, and proven free of leaks or other defects, prior to and after backfilling and concrete pours.

All electrical circuits, feeders, and equipment shall be tested and proven free of improper grounds, open circuits, or shorts, as required by the public authorities, to demonstrate compliance with codes or laws.

The Contractor shall place the installation in operation and make tests, adjustments, and corrections, until it is shown to be in proper operating condition.

Guarantee.

In entering a contract covering this work, each contractor accepts the specifications and drawings and guarantees that the work will be performed in accordance with the requirements of the specifications and drawings, or such modifications to said specifications and drawings, as may be made in the contract documents.

Each Contractor further guarantees that the workmanship and material will be of best quality procurable, and that none but experienced workmen, familiar with each particular class of work, will be employed.

Each Contractor further agrees to hold himself responsible for any defects which may develop in any part of the entire system, including equipment as provided for under this specification, due to faulty workmanship, design, or material and to replace and make good, without cost to the Owner, any such faulty parts or construction that may develop at any time within one year from the date of the final acceptance. Any repairs or replacements required because of defects, as outlined in this clause, are to be made promptly and approved in writing by the Architect/Engineer.

Clean-Up.

Upon completion of the work of this section, the Contractor shall remove from the sites all rubbish, trash, and debris resulting from the operations, remove all used equipment and implements of service, and leave the entire area involved in a neat, clean, and acceptable condition as approved by the owner.

All soiled, abraded, or discolored surfaces of decorative fountain work shall be cleaned, polished, and left free from blemishes or defects.

All water pipelines shall be flushed free of debris before start-up.

Measurement. This work will be measured in place at the contract unit price per EACH, LUMP SUM, and SQ FT for respective pay items, and shall include furnishing, transporting, preparing, installing, including all materials, labor, and equipment required to complete this work.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for WATER SERVICE, METER, BACKFLOW PREVENTOR, and per LUMP SUM for FOUNTAIN EQUIPMENT, FOUNTAIN EQUIPMENT INSTALLATION, PLUMBING PIPING AND EQUIPMENT, ELECTRICAL CONDUIT AND EQUIPMENT, DRAINAGE PIPING AND EQUIPMENT, and UTILITY ROOM MODIFICATION, COMPLETE, and per SQ FT for WATERPROOFING, CONCRETE BASE, and WATER LINE TILE, and no additional compensation will be allowed.

SCHEDULE OF PRICES:

ITEM NO.	ITEMS	UNIT	QTY	UNIT PRICE	TOTAL PRICE
GENERAL CONDITIONS					
1	PRECONSTRUCTION VIDEOTAPING	L SUM	1	3,000	\$3,000.00
2	TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC	LSUM	1	345,000	\$345,000.00
3	MOBILIZATION	L SUM	1	182,500	\$182,500.00
4	CONSTRUCTION STAKING	L SUM	1	35,000	\$35,000.00
5	TREE PROTECTION	EACH	2	150	\$300.00
6	TREE ROOT PRUNING	FOOT	25	10	\$250.00
7	PERIMETER EROSION BARRIER	FOOT	75	10	\$750.00
8	INLET FILTERS	EACH	5	200	\$1,000.00
9	EXPLORATORY TRENCH (SPECIAL)	FOOT	25	20	\$500.00
10	STREET SWEEPING AND DUST CONTROL	HOUR	10	150	\$1,500.00
11	TEMPORARY FENCE	FOOT	525	10	\$5,250.00
12	TEMPORARY INFORMATION SIGNING	SQ FT	100	20	\$2,000.00
SITE PREPARATION AND REMOVALS					
13	ADDITIONAL HAULING SURCHARGE, NON-HAZARDOUS SPECIAL WASTE	LOAD	150	0.01	\$1.50
14	AGGREGATE FOR TEMPORARY ACCESS	TON	50	40	\$2,000.00
15	SITE FURNISHINGS REMOVAL	EACH	29	100	\$2,900.00
16	LANDSCAPE REMOVAL	L SUM	1	8,000	\$8,000.00
17	IRRIGATION REMOVAL	L SUM	1	5,000	\$5,000.00
18	TREE REMOVAL	EACH	4	600	\$2,400.00
19	PAVEMENT REMOVAL	SQ YD	123	20	\$2,460.00
20	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	331	12	\$3,972.00
21	PCC SIDEWALK REMOVAL	SQ FT	8,800	3	\$26,400.00
22	UNIT PAVING REMOVAL	SQ FT	2,000	3	\$6,000.00
23	PCC CURB AND GUTTER REMOVAL	FOOT	220	10	\$2,200.00
24	PLANTER CURB REMOVAL	FOOT	104	15	\$1,560.00
25	PLANTER CURB REMOVAL (WITH PLANTER FENCE)	FOOT	140	30	\$4,200.00
26	SEAT WALL REMOVAL	FOOT	190	40	\$7,600.00
27	COLUMN REMOVAL	EACH	12	1,000	\$12,000.00
28	FOUNTAIN REMOVAL	L SUM	1	12,000	\$12,000.00

29	STORM SEWER REMOVAL, 8" AND UNDER	FOOT	187	10	\$1,870.00
30	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	2	300	\$600.00
31	REMOVE AND SALVAGE PLAQUES	EACH	4	500	\$2,000.00
32	REMOVE BUILDING UPLIGHTS	L SUM	1	3,000	\$3,000.00
33	REMOVAL OF LIGHTING UNIT, SALVAGE	EACH	16	600	\$9,600.00
34	REMOVAL OF POLE FOUNDATION	EACH	16	1,000	\$16,000.00
EARTHWORK					
35	EARTH EXCAVATION, SPECIAL - FOOTING DEPTH FOR SEAT WALLS	CU YD	85	69	\$5,865.00
36	EARTH EXCAVATION, SPECIAL - FOUNTAIN	CU YD	25	120	\$3,000.00
37	EARTH EXCAVATION, SPECIAL - TREE ROOT CELL SYSTEM	CU YD	35	70	\$2,450.00
38	EARTH EXCAVATION, SPECIAL - 24" DEPTH FOR PLANTING	CU YD	210	50	\$10,500.00
39	EARTH EXCAVATION, SPECIAL - FOUNDATION FOR PUBLIC ART	CU YD	1	200	\$200.00
40	EARTH EXCAVATION, SPECIAL - FOUNDATION FOR GATEWAY	CU YD	2	200	\$400.00
UTILITIES					
41	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	6	800	\$4,800.00
42	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	5	600	\$3,000.00
43	SANITARY STRUCTURE TO BE ADJUSTED	EACH	1	1,200	\$1,200.00
44	STORM SEWERS, CLASS B, TYPE 2 6"	FOOT	144	60	\$8,640.00
45	STORM SEWERS, CLASS B, TYPE 2 8"	FOOT	43	70	\$3,010.00
46	PIPE UNDERDRAINS, TYPE 1, 6"	FOOT	44	55	\$2,420.00
47	SANITARY SERVICE REMOVAL & REPLACEMENT, 6" PVC	FOOT	136	125	\$17,000.00
48	WATER SERVICE LINE, TYPE K, 1.5" COPPER (DIRECTIONAL DRILL)	FOOT	115	87	\$10,005.00
49	WATER SERVICE LINE, TYPE K, 1.5" COPPER (CRAWL SPACE)	FOOT	75	155	\$11,625.00
PAVING AND CURBS					
50	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	235	46	\$10,810.00
51	CONCRETE CURB, TYPE B, 6"	FOOT	275	46	\$12,650.00
52	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, CALIFORNIA FINISH	SQ FT	8800	12	\$105,600.00
53	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH, SCORED PATTERN	SQ FT	2400	14	\$33,600.00
54	CLASS D PATCHES (SPECIAL), 8"	SQ YD	10	300	\$3,000.00
55	CLASS D PATCHES, 5"	SQ YD	83	230	\$19,090.00

56	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	30	400	\$12,000.00
57	HOT MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	30	400	\$12,000.00
58	DETECTABLE WARNINGS	SQ FT	110	45	\$4,950.00
59	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	100	33	\$3,300.00
60	GROOVING FOR RECESSED PAVEMENT MARKING 7"	FOOT	100	20	\$2,000.00
CAST-IN-PLACE CONCRETE AND MASONRY					
61	FOUNDATION FOR PUBLIC ART	CU YD	1	3,000	\$3,000.00
62	MASONRY SEAT WALL	FOOT	65	955	\$62,075.00
63	MASONRY RETAINING WALL	FOOT	300	400	\$120,000.00
64	MASONRY FOUNTAIN WALL	FOOT	60	390	\$23,400.00
65	MASONRY SEAT WALL - CONCRETE FOUNDATION	CU YD	15	1,800	\$27,000.00
66	MASONRY RETAINING WALL - CONCRETE FOUNDATION	CU YD	58	1,800	\$104,400.00
67	MASONRY FOUNTAIN WALL - CONCRETE FOUNDATION	CU YD	12	1,800	\$21,600.00
SIGNAGE					
68	PLAZA GATEWAY, COMPLETE	EACH	1	16,000	\$16,000.00
69	REINSTALL DEDICATION PLAQUE	EACH	2	600	\$1,200.00
SITE FURNISHINGS					
70	BENCH	EACH	5	2,900	\$14,500.00
71	TRASH RECEPTACLE	EACH	4	2,600	\$10,400.00
72	RECYCLING RECEPTACLE	EACH	4	2,900	\$11,600.00
73	PLANTER 1 - (36" dia x 24" h) S	EACH	12	2,600	\$31,200.00
74	PLANTER 2 - (48" dia x 30" h) M	EACH	2	3,800	\$7,600.00
75	PLANTER 3 - (32" dia x 48" h) T	EACH	2	3,100	\$6,200.00
76	TREE GRATE ASSEMBLY, COMPLETE	EACH	2	6,000	\$12,000.00
77	TREE WELL SYSTEM, COMPLETE	L SUM	1	25,000	\$25,000.00
78	REPAIR STREET CLOCK, COMPLETE	L SUM	1	22,000	\$22,000.00
PLANTING					
79	TOPSOIL FOR LANDSCAPE BED	CU YD	215	60	\$12,900.00
80	WEED CONTROL, PRE-EMERGENT	LBS	60	10	\$600.00
81	SHADE TREE	EACH	8	1,000	\$8,000.00
82	ORNAMENTAL TREE	EACH	4	1,000	\$4,000.00
83	DECIDUOUS SHRUB	EACH	31	100	\$3,100.00
84	EVERGREEN SHRUB	EACH	46	150	\$6,900.00

85	PERENNIAL & GRASSES	EACH	1713	22	\$37,686.00
86	MULCH PLACEMENT - 3" DEPTH	CU YD	27	70	\$1,890.00
87	SUPPLEMENTAL WATERING	UNIT	5	0.01	\$0.05
IRRIGATION					
88	WATER SERVICE, METER, BACKFLOW PREVENTOR	EACH	1	80,000	\$80,000.00
89	AUTOMATIC IRRIGATION SYSTEM, COMPLETE	SF	1000	33	\$33,000.00
FOUNTAIN					
90	WATER SERVICE, METER, BACKFLOW PREVENTOR	EACH	1	16,000	\$16,000.00
91	FOUNTAIN EQUIPMENT	L SUM	1	220,000	\$220,000.00
92	FOUNTAIN EQUIPMENT INSTALLATION	L SUM	1	33,000	\$33,000.00
93	PLUMBING PIPING AND EQUIPMENT	L SUM	1	81,000	\$81,000.00
94	ELECTRICAL CONDUIT AND EQUIPMENT	L SUM	1	10,000	\$10,000.00
95	DRAINAGE PIPING AND EQUIPMENT	L SUM	1	25,000	\$25,000.00
96	WATERPROOFING	SQ FT	250	80	\$20,000.00
97	CONCRETE BASE	SQ FT	200	25	\$5,000.00
98	WATER LINE TILE	SQ FT	50	110	\$5,500.00
99	UTILITY ROOM MODIFICATION, COMPLETE	L SUM	1	45,000	\$45,000.00
LIGHTING AND ELECTRICAL					
100	LIGHTING UNIT COMPLETE, SPECIAL	EACH	13	11,500	\$149,500.00
101	LIGHTING UNIT, FLOOD	EACH	24	1,700	\$40,800.00
102	PEDESTRIAN LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	96	420	\$40,320.00
103	BASEMENT ELECTRICAL MODIFICATIONS	L SUM	1	13,000	\$13,000.00
104	ELECTRICAL SERVICE FOR FOUNTAIN MODIFICATION	L SUM	1	28,000	\$28,000.00
105	REMOVAL OF LIGHTING UNIT, SALVAGE	EACH	17	440	\$7,480.00
106	REMOVAL OF POLE FOUNDATION	EACH	8	1,100	\$8,800.00
107	GFCI POWER PEDESTAL	EACH	11	1,700	\$18,700.00
108	GFCI POWER PEDESTAL FOUNDATION	EACH	11	1,200	\$13,200.00
109	HANDHOLE, COMPOSITE CONCRETE	EACH	2	3,200	\$6,400.00
110	CONDUIT, GALVANIZED STEEL, 1 1/4"	FOOT	50	60	\$3,000.00
111	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	250	9	\$2,250.00
112	UNIT DUCT, 600V, 2-1/C NO. 10, 1-1/C NO. 10 GROUND, (XLP-TYPE USE), 1" DIA. POLYETHYLENE	FOOT	360	21	\$7,560.00
113	UNIT DUCT, 600V, 3-1/C NO. 10, 1-1/C NO. 10 GROUND, (XLP-TYPE USE), 1" DIA. POLYETHYLENE	FOOT	650	18	\$11,700.00

114	UNIT DUCT, 600V, 4-1/C NO. 6, 1-1/C NO. 6 GROUND, (XLP-TYPE USE), 1 1/4" DIA. POLYETHYLENE	FOOT	270	40	\$10,800.00
	TOTAL BID		\$2,541,189.55		

V. BID and CONTRACT FORM

*****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:

Copenhaver Construction, Inc.

Company Name

May 19, 2026

Date

17622 Depot St.

Street Address of Company

copenhaverinc@yahoo.com

E-mail Address

Union, IL 60180

City, State, Zip

Ken Copenhaver, President

Contact Name (Print)

847-428-6696

Business Phone

Matt Chada 847-722-1158

24-Hour Telephone

847-428-6798

Business Fax

Ken Copenhaver
Signature of Officer, Partner or Sole Proprietor

Ken Copenhaver, President

Print Name & Title



ATTEST: if a Corporation

Livia Nelson

Signature of Corporation Secretary

Livia Nelson, Asst. Secretary

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

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

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

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to Linda Kunz Plaza/Main Street Train Station, Bidder Copenhaver Construction, Inc.
(Name of Project) (Name of Bidder)
hereby certifies the following:

1. Bidder is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of 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.

BIDDER'S CERTIFICATION

BY: Ken Copenhaver
Bidder's Authorized Agent Signature Ken Copenhaver, President

2 0 - 0 7 6 7 8

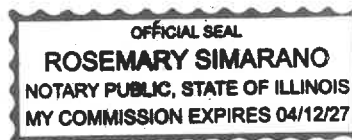
FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me

this 19th day of May, 2026

Rosemary Simarano
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 Copenhaver Construction, Inc., and the full names of its Officers are as follows:

President: Ken Copenhaver

Secretary: Ken Copenhaver

Treasurer: _____

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate ByLaws 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: _____

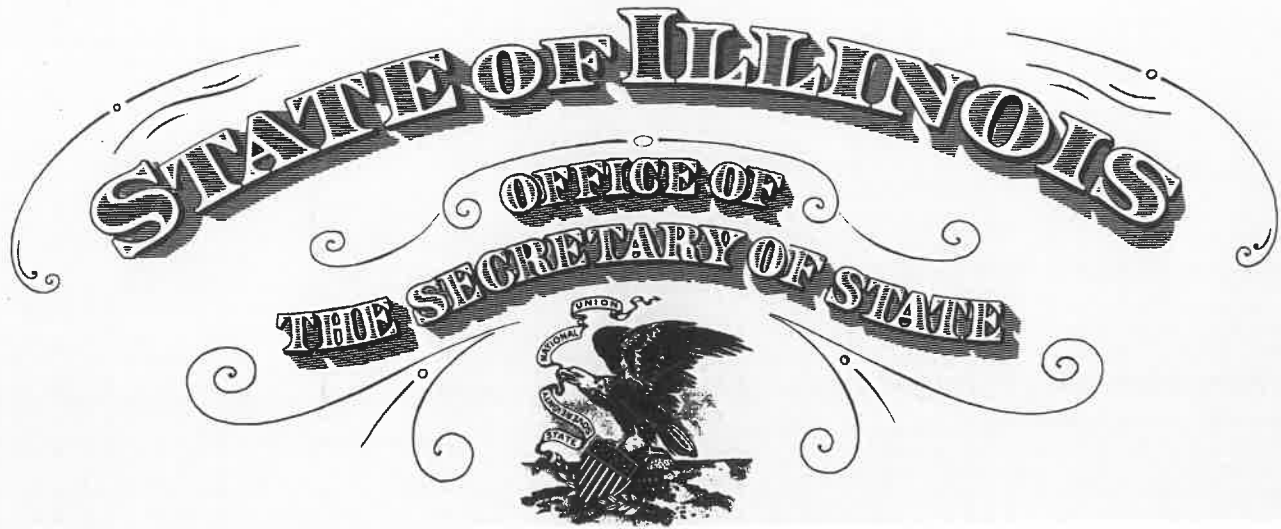
Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

File Number

6334-748-5



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

COPENHAVER CONSTRUCTION, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 19, 2004, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 19TH day of JANUARY A.D. 2026 .

Authentication #: 2601901044 verifiable until 01/19/2027
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulas
SECRETARY OF STATE

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: West Bend Insurance Co.

AGENT: HUB International Limited Attorney-in-Fact

Street Address: 1411 Opus Place, Ste 450

City, State, Zip Code: Downers Grove, IL 60515

Telephone Number: 815-215-4711

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: Copenhaver Construction, Inc.

Print Name and Title of Authorizing Signatory: Ken Copenhaver, President

Signature: _____

Date: May 19, 2026





HUB International Midwest

1411 Opus Place, Suite 450
Downers Grove, IL 60515
(630) 468-5600
www.hubinternational.com

May 19, 2026

Village of Downers Grove
850 Curtiss Street
Downers Grove, IL 60515

Re: Linda Kunze Plaza/Main Street Train Station

To Whom It May Concern:

It is our understanding that Copenhaver Construction, Inc. intends to submit a bid proposal to you for the above referenced project. Copenhaver Construction, Inc. has a bond capacity of \$15,000,000.00 single and \$30,000,000.00 aggregate.

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

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

Sincerely,

West Bend Insurance Company



By: 
James I. Moore, Attorney-in-fact



[HUB International.com](http://HUBInternational.com)

1411 Opus Place • Suite 450
Downers Grove, IL 60515
Direct: 630-468-5600
Toll-free: 888-236-9514
hubinternational.com

05-14-2026

To: Village of Downers Grove

Re: Linda Kunze Plaza/Main Street Train Station

To Whom It May Concern:

This letter is to serve as Certificate of Coverage for Copenhaver Construction, Inc. We have read the requirements in the Contract and will issue the required certificates of insurance upon award of the Contract to Bidder.

The following insurance Companies will be providing the coverage:

Coverage: General Liability and Automobile Liability
Carrier: United States Fire Insurance Company
Rating: A-

Coverage: Umbrella
Carrier: North River Insurance Company
Rating: A+

Coverage: Worker's Compensation
Carrier: ICW Group
Rating: A

Any questions, feel free to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to be "D. J. [unclear]".

MUNICIPAL REFERENCE LIST

Municipality: See Attached Project References

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____



17622 Depot Street, Union, IL 60180 Phone (847) 428-6696 Fax (847) 428-6798 copenhaverinc@yahoo.com

Project References

Waukegan, Dugdale Park Renovation

Cost: \$1,793,038

Project: Earthwork, site demolition, tree removal, temporary entrance access, erosion control, asphalt paving, basketball court with color coat and striping, asphalt trail, asphalt paving vehicular, concrete paving, splash pad, playground curbs, B6-12 curb & gutter, concrete sloped entry, integral curb at walkway sidewalks, detectable warnings, ADA signage, chain link fencing, ornamental fencing, backstops, playground equipment installation, drinking fountain with dry well, fabric shade sail, Vortex splash pad equipment and water service meter & connection, RPZ backflow preventer, connection to existing storm structures, under drainage, cleanouts, catch basins, restroom building renovation, shelter electrical including lights, GFCIs, wiring and conduit, rain garden gravel and seeding, native seeding install and establishment, layout, traffic control.

Contact: Tim Girmscheid, Manager of Planning Services, 847-360-4755 tgirmscheid@waukeganparks.org

Contact: Ashley Johnson, P.E. 815-254-0091 x785 ajohnson@uplanddesign.com

Completion: May 2026

Lake Zurich, Main St Beautification & Whitney Rd Utility Improvements

Cost: \$11,561,306 (Main St Beautification \$7,562,078.75 - Whitney Rd Utility Imp \$3,999,227.98)

Project: Earthwork, site demolition, tree removal, temporary entrance access, erosion control, bioswale stone outcropping, bioswale river rock channel, granite boulders special, asphalt paving and driveways, PCC driveways and sidewalks, concrete ribbon curb, combination curb and gutter, ADA warnings, storm sewers remove and replace, new sanitary sewers and lining, line sanitary laterals, water main, water main connections and abandonment, directional drilling, water service replacement, short & long, valve vaults, gate valves, fire hydrants, catch basins, manholes, inlets, regulated substance monitoring, traffic control, pavement markings, decorative sign posts and sign panel assembly, bituminous set clay on street pavers and main intersection PAVERART, permeable clay paver sidewalks, fence, median planter walls, gateway monument sign, site furnishings, planting beds, perennials, grasses, trees, site electrical, street lighting, maintenance of lighting system, traffic signals, pedestrian signals, traffic control.

Contact: Mike Brown, Village Director 847-276-5915

Completion: December 2025

Fox Lake, Lakefront Park Expansion and Reconstruction

Cost: \$9,481,025.00

Project: Project consists of the reconstruction and expansion of Lakefront Park, a lakefront property on Nippersink Lake in the Village of Fox Lake. Site preparation includes the removal of Nippersink Road within the project limits. Park improvements include removals and grading, roadways and parking lots, sanitary and storm sewer utilities, electrical, site lighting, outdoor shower and drinking fountains, walking paths, site furnishings, playgrounds, installation of site structures, construction of restroom with Romtec building, Vortex splash pad equipment and water assembly, construct Polygon band shelter, Polygon shade structure, swimming beach, and landscape work. Earthwork, demolition for site preparation, survey & layout, clearing & grubbing, tree removal, concrete vehicular and pedestrian pavements, curb and gutter, ADA ramps, permeable unit pavers, integral color concrete paving, poured in place surfacing, natural stone flagstone paving, wood deck paving, steps and terraces, sand paving, pickleball court, volleyball court, CIP concrete seat walls, site walls, planter walls, stone steps and outcropping boulders, HMA parking lots and interior driveways, striping, signage, ornamental fence and gates, wood split rail fence, handrails, pedestrian kiosks, ornamental trees, shrubs, perennials, native planting seeding, bike racks, receptacles, top lit flagpole, benches.

Contact: Harlan M. Doland, P.E. IMEG 847-833-1214 harlan.m.doland@imegcorp.com

Completion: August 2024

Elmhurst, Old York Road Dog Park

Cost: 1,857,224.50

Project: Site prep, removals, earthwork, underdrainage, water lines ¾", 1", 2", catch basins, inlets, fire hydrants, valve vaults, new electrical service complete, yard drains and cleanouts, flared end section, rip-rap, backflow preventor, valve box, concrete paving, integral colored concrete, dog paw stamping, concrete sloped entry, asphalt parking lot with

striping and ADA signage, roadway restoration, integral curb, splash equipment concrete, flagstone seat wall, Water Odyssey splash spray fountains equipment and water assembly, agility course equipment, artificial turf bridge, drinking fountain with dog bowl and bottle filler, dog waste bag dispensers, install dog sculptures, dog silhouettes, bulletin board, cantilever curved arbor, ICON picnic shelter, pergola, benches, picnic tables, trash and recycling receptacles, chain link fences and gates, ornamental fence and gates, site lighting, shade trees, evergreen trees, shrubs, perennials and ornamental grasses, outcropping boulders, log stumps, landscape restoration, CXT restroom building including water, sanitary and electrical connections.

Contact: Angela Ferrentino, Director of Facilities, aferrentino@epd.org 630-993-8915

Completion: May 2025

Round Lake Beach, Hero Park Playground

Cost: 2,712,337.52

Project: Site prep, removals, earthwork, underdrainage, water lines 1", 1.5", 2", concrete paving, asphalt paving, curb & gutter, integral curb, splash pad concrete, poured in place surfacing, painted roadway, painted wall mural, guardrail, handrail, retaining wall, Life Floor splash pad surfacing, new electrical service complete, 3" DIP, yard drains and cleanouts, flared end section, rip-rap, backflow preventor, valve box, playground equipment with communication station installation, Waterplay splash pad equipment and water assembly, double custom shelter, arch entry with electrical, benches, picnic tables, receptacles, tornado shade structure, ornamental fence, shade trees, shrubs, perennials and ornamental grasses, landscape boulders, landscape restoration, CXT restroom building including water, sanitary and electrical connections.

Contact: Ane Olivares, Superintendent of Parks, ane_olivares@rlapd.org, 847-740-9822

Completion: May 2025

Geneva Park District, Mill Creek Community Park Enhancements

Cost: 2,322,110.00

Project: Site prep, removals, earthwork, underdrainage, water lines 1.5", concrete paving, concrete sloped entry, asphalt trail, asphalt pickleball courts paving, asphalt parking lot, pavement markings, ADA signage, wheelstops, curb & gutter, integral curb, concrete retaining wall, sports court color coat and striping, poured in place surfacing, volleyball court, playground (5-12 and 2-5) and fitness equipment installation, fitness pods, bleachers, chain link fence and gates, 3-rail split rail fence, concrete baggo boards and bike deterrent, shade and ornamental trees, perennials, native seed restoration and establishment, flagstone stone steppers, interpretive signage, Polygon shelter, CXT restroom building with lift station and valve vault, water, storm sewer, sanitary and electrical connections.

Contact: Nicole Vickers, Executive Director, nvickers@genevaparks.com, 630-232-4542

Contact: Jim Eby P.E., jeby@uplanddesign.com, 630-768-3713

Completion: March 2025

Naperville, Downtown Street Streetscape Washington Street

Cost: \$9,033,053.00

Project: Earthwork, tree removal, ground stabilization, drainage, aggregate subgrade improvements, asphalt paving, Portland cement concrete pavement 8", driveway pavement 8", sidewalk 8" & 6", combination curb and gutter, ADA warnings, storm sewers remove and replace, new sanitary sewer, DIP water main, water main connections and abandonment, directional drilling, water service replacement, short & long, valve vaults, gate valves, line stops, fire hydrants, water main break repairs, catch basins, manholes, inlets, frames and lids, CCDD requirements, regulated substance monitoring, traffic control, thermoplastic pavement markings, sign panel assembly, irrigation system, brick print for crosswalks, brick paver removal and reinstallation, concrete pavers, planter curb, fence, seatwall, site furnishings, landscaping, perennials, grasses, trees, survey & layout, site electrical, light pole foundations and pole installation, maintenance of lighting system, traffic signals, pedestrian signals, roadway lighting, traffic control.

Contact: Katie Rubush, P.E. City of Naperville 630-305-5326 rubushk@naperville.il.us

Contact: Art Politowicz, R.E. Civiltech Engineering 630-878-7642 apolitowicz@civiltechinc.com

Completion: December 2024

Batavia, IDOT 006 Contract 61J35 Item No. 006 Prairie Street & Wilson Street Intersection Improvements

Cost: \$3,767,028 ***APWA Project of the Year 2025***

Project: Earthwork, tree removal, drainage, aggregate subgrade improvements, asphalt paving and driveways, concrete foundations, combination concrete curb and gutter, PCC sidewalks, concrete medians, ADA warnings, remove and replace storm sewers and sanitary sewers, DIP water mains. water service short & long, valve vaults abandonment, gate valves, line stops, fire hydrants, catch basins, manholes, inlets, regulated substance monitoring, soil sampling analysis, pavement markings, sign panel assembly, brick pavers (1,365 SF), survey & layout, electric cable in conduit, electrical, illuminated signage, light pole foundations and pole installation, maintenance of lighting system, optimize traffic signal system, new traffic signals and pedestrian signals, roadway lighting, railroad full actuated controller & cabinet, jack and bore steel casings, traffic control, decorative stone, shrubs, landscaping.

Contact: Michael Wallin, R.E., V3 Companies 630-649-1866 mwallin@v3co.com

Completion: November 2024

Schaumburg Park District, 2024 Playground Projects - Briar Pointe/Campanelli/Einstein**Cost:** \$1,582,301.00

Project: This project has three sites, Briar Pointe Playground, Campanelli School Playground, and Einstein Park Playground which include site demolition and clearing, earthwork, drainage, temp fencing, concrete curb and banding, concrete sidewalks, install playground equipment and park benches, PIP artificial turf surfacing, color coat sport court, remove and replace existing asphalt pathway, install new asphalt pathway, concrete unit pavers, Rosetta stone outcropping stone wall, decomposed granite surfacing, and restoration of landscaping.

Contact: Todd King, Dir of Parks and Planning toking@parkfun.com 847-985-2115**Completion:** November 2024**Gilberts, Conservancy Park****Cost:** \$486,972.00

Project: Site clearing, earthwork, storm drainage system, masonry CMU block stone column wraps, bocce ball courts, curb, fencing, sport court surfacing; bocce court gate and bumper, tennis and pickleball courts and equipment; adjustable aluminum tennis net system, concrete walks, and paving. Poligon shelter installation including electrical, lighting, receptacles, and footings, topsoil, deciduous trees, shrubs, perennials and ornamental grasses, turf grass seeding, fencing and gates. Project is designed to comply with a Certification Level according to the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) Rating System.

Contact: Riley Lynch, Village of Gilberts, 847-708-1478 rlynych@villageofgilberts.com**Completion:** May 2024**Chicago, IDOT 61H87 Des Plaines River Trail (South of Lawrence Ave. to Bryn Mawr Bike Bridge)****Cost:** \$7,213,330.00

Project: Construction of an aggregate and HMA shared-use path to include a boardwalk structure, pedestrian truss structure and traffic signal modification. Earthwork, tree removal & pruning, unsuitable materials removal and disposal, erosion control seeding and perimeter erosion barrier with control blanket, stone rip-rap, aggregate subgrade improvement, demolition of existing structures, culverts, and pavements, segmental concrete block wall, concrete structures & super-structure and approach slab, boardwalk structure, pedestrian truss super structure, pipe underdrains and concrete headwalls for pipe drains, furnish and erection of structural steel, rebar installation, timber retaining wall, split rail fence, bicycle railing, pile driving and metal shell piles, HMA with aggregate base course, PCC sidewalk 6", detectable warnings, soil disposal analysis, landscaping including topsoil & seeding, temp pavement markings & removal, thermoplastic pavement markings, traffic control, electrical, pedestrian signal & pole foundations, maintenance of lighting system, traffic control.

Contact: Owen Wattelle, P.E. Christopher B. Burke Engineering, 847-951-0691 owattelle@cbbel.com**Completion:** February 2024**Rockford, Main Street Streetscape 622-PW-060****Cost:** \$597,684.00

Project: Earthwork, demolition, geo-composite wall drains, masonry wall construction, stone drainage, inlet and pipe protection, water valve adjustments, PCC Sidewalk 5" with base course, detectable warnings, curb & gutter, removal & resetting street signage, new signage with tubular steel sign support, planter curbs, stamped colored PCC sidewalk 6" (1,315 SF) landscaping, perennials, grasses, survey & layout, deciduous trees, site electrical, light pole foundations and pole installation, maintenance of lighting system, traffic control.

Contact: Robert Aunan, P.E. HR Green 815-219-3296 raunan@hrgreen.com**Completion:** April 2023**Aurora, Wilder Park Improvements****Cost:** \$606,312.00 (17,200 SF Brick Pavers)

Project: Earthwork, demolition, sidewalk culverts, brick paver installation 17,200 SF, Sienna Edge seat wall, brick border flush barrier curb, segmental block retaining wall, recycled poured rubber surfacing, HMA patching, PCC 6" barrier curb, sidewalks 5" (3,600 SF), curb and gutter, detectable warnings, HMA bike path removal, playground equipment installation, electrical string lighting with pole foundations, irrigation, pavement rubblization, landscaping, traffic control.

Contact: Kurt Muth, P.E. 630-256-3232, muthk@aurora.il.us**Completion:** January 2022**Schaumburg, Spring Valley Patron Improvements****Cost:** \$1,099,500.00

Project: Earthwork, Rosetta Stone outcropping retaining walls, furnish and install; four (4) Cedar Forest truss shelters, one (1) Meadow Arbor, one (1) Bison's Bluff (Romtec) outdoor restroom building, storm sewer infrastructure, sanitary and water service, concrete sidewalk, banding and curbing, decomposed granite paving, asphalt pathway, crushed stone pathway, stone boulder placement, site electrical, and landscape restoration.

Contact: Todd King, Dir of Parks and Planning toking@parkfun.com 847-985-2115**Completion:** May 2021



INNOVATIVE FOUNTAINS & AQUATICS INC

Construction Experience:

Specific Project Examples

Innovative Fountains & Aquatics, Inc
3N546 Willow Rd
Elmhurst, IL 60126
T: 708.935.2659

Navy Pier – Chicago, IL

Recirculating Interactive Feature



Domino Park – Brooklyn, NY

Recirculating Interactive Feature



Wrigley Field – Chicago, IL

Recirculating Interactive Feature



Huntington Civic Arena – Huntington, WV

Recirculating Interactive Feature



Janesville Town Square – Janesville, WI

Non-Recirculating Interactive Feature



Chris Larsen Park – Sioux City, IA

Non-Recirculating Interactive Feature



Burlington Riverfront – Burlington, IA

Non-Recirculating Interactive Feature



Oakbrook Mall – Oakbrook, IL

Recirculating Non-Interactive Feature



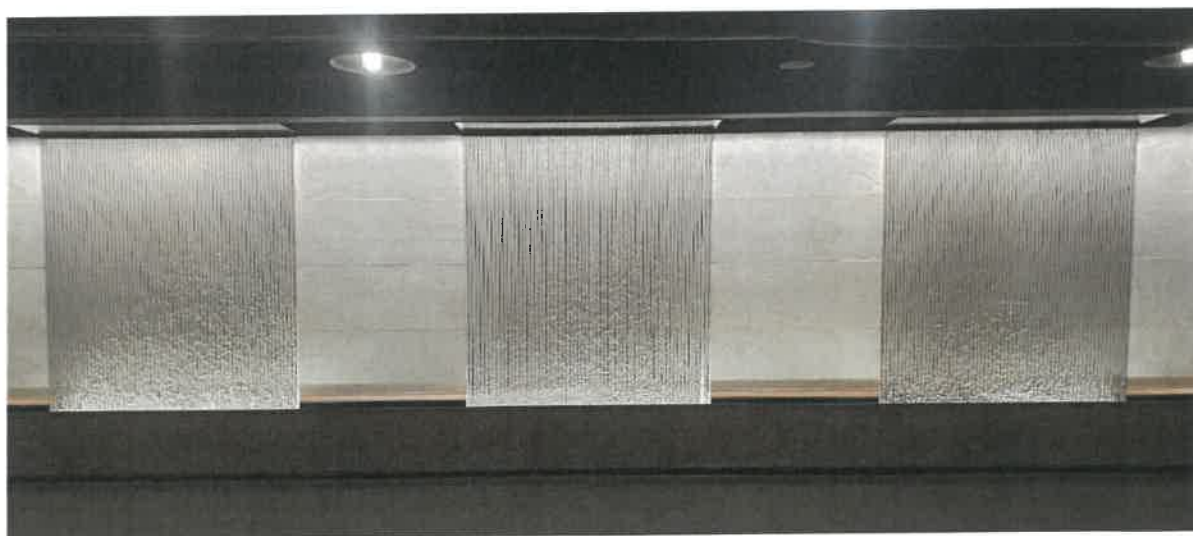
John Hancock Lobby – Chicago, IL

Recirculating Non-Interactive Feature



Willis Tower Lobby – Chicago, IL

Recirculating Non-Interactive Feature



Jet Propulsion Lab – Pasadena, CA

Recirculating Non-Interactive Feature



Bank of the Ozarks – Little Rock, AR

Recirculating Non-Interactive Feature



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) Associated Electrical Contractors, LLC Type of Work Electrical
 Addr: P.O. Box 39 City Woodstock State IL Zip 60098

- 2) Schroeder Asphalt Services, Inc. Type of Work Asphalt Paving
 Addr: 11022 S Grant Highway City Marengo State IL Zip 60180

- 3) Alas Trucking, Inc. Type of Work Trucking & Hauling Services/Removals
 Addr: 317 Longwood Terrace City Mundelein State IL Zip 60060

- 4) Doyle Signs Type of Work Gateway Sign & Canopy
 Addr: 232 W Interstate Rd City Addison State IL Zip 60101

- 5) Elderhorst Bells, Inc. Type of Work Street Clock (Head) Refurbishment
 Addr: 875 Gravel Pike City Palm State PA Zip 18070

- 6) BOFO Waterproofing Systems Type of Work Waterproofing/Joint Sealants
 Addr: 5521 W 110th St., Unit #1 City Oak Lawn State IL Zip 60453

- 7) JM Irrigation Type of Work Irrigation System
 Addr: 25850 W Highway 60 City Volo State IL Zip 60030

- 8) Innovative Fountains & Aquatics, Inc. Type of Work Fountain Water Features
 Addr: 3N546 Willow Road City Elmhurst State IL Zip 60126

- 9) A Horn, Inc. Masonry
125 Harrison St. Barrington, IL 60010

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: Matt Chada

Superintendent: Matt Chada

Team Member: See Attached Key Personnel Resume

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____

By checking this box, the bidder hereby certifies that it complies with all requirements of **SP-3** including at least three (3) contracts of similar nature and scope within the last five (5) years, and can provide detailed supporting information upon request.

Ken Copenhaver Corporate Seal

Signed by:

Title: Ken Copenhaver, President

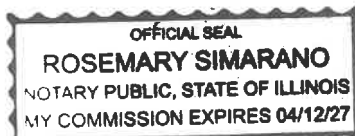
Name & Address: Copenhaver Construction, Inc.

of Contractor 17622 Depot St., Union, IL 60180

or Vendor _____

Subscribed and sworn to before me this 19th day of May, 2026

Rosemary Simarano
Notary Public





17622 Depot Street, Union, IL 60180 Phone (847) 428-6696 Fax (847) 428-6798 copenhaverinc@yahoo.com

Key Personnel - Project Contacts

Ken Copenhaver
President/Owner
Cell: 847-627-0080
Email: copenhaverinc@yahoo.com

Steve Scanlan
Construction Manager/Project Superintendent
Cell: 847-417-6793
Email: Copenhaver.ss1@gmail.com

Matt Chada
General Manager/Project Superintendent
Cell: 847-722-1158
Email: matt@copenhaverconstruction.com

Rosie Simarano
Project Coordinator
Office: 847-428-6696, Ext. 106
Email: rosie@copenhaverconstruction.com

Kim Josko
Project Coordinator
Office: 847-428-6696, Ext. 110
Email: kimj@copenhaverconstruction.com

Howard Whatmore
Project Superintendent
Cell: 630-659-9545
Email: howard@copenhaverconstruction.com

Anastasia Austin
Project Superintendent
Office: 847-428-6696, Ext. 112
ana@copenhaverconstruction.com

Melissa Williams
Pay Application Process Specialist
Office: 847-428-6696, Ext. 111
Email: melissa@copenhaverconstruction.com



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: Copenhaver Construction, Inc.

ADDRESS: 17622 Depot St.

CITY: Union

STATE: IL

ZIP: 60180

PHONE: 847-428-6696 FAX: 847-428-6798

TAX ID #(TIN): 20-0767838
(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: Same as above

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: Ken Copenhaver DATE: May 19, 2026
Ken Copenhaver, President



Apprenticeship and Training Certification

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 Village of Downers Grove, 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 listed below. Return this with the Bid. This Certification will be used to determine the lowest responsible bidder in accordance with the Village Council Policy regarding Purchasing Procedures.**

Cement Masons' Union Local 502, Northern Illinois Plasterers & Cement Masons JATC Local 11
Joint Apprenticeship Training Program, Heavy Equipment Technician Operating Engineers Local 150,
Chicagoland Laborers' JATC Apprenticeship Program.

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.

Certificate of Compliance

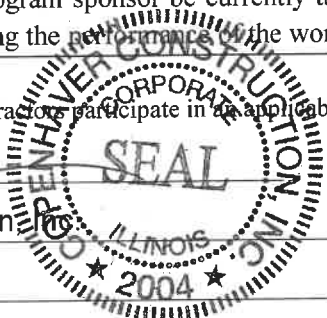
The bidder hereby certifies that it and its subcontractors participate in an applicable apprenticeship program.

Signature _____

Company Name Copenhaver Construction, Inc.

Title President

Date May 19, 2026



Certificate of Non-Compliance

The bidder hereby certifies that it or its subcontractors do not participate in an applicable apprenticeship program.

Signature _____

Company Name _____

Title _____

Date _____



(630) 653-0006
chicagolaborers.org

April 7, 2026

Copenhaver Construction

75 Koppie Drive
Gilberts, IL 60136

To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Copenhaver Construction is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund and their active account is current.

Our Mandatory Apprenticeship Program has successfully trained and graduated hundreds of apprentices providing safe, efficient and hard-working employees for signatory employers. The LIUNA Chicagoland Laborers' District Council Training and Apprenticeship Fund has graduated the following number of apprentices within the last five years:

2025: 306
2024: 265
2023: 190
2022: 125
2021: 86

Regards,

Alfredo Ascencio
Director of Apprenticeship

Labor Trustees

James P. Connolly, *Chairman*
Michael Bivins
Shawn Fitzgerald
Martin Flanagan
Joseph V. Healy
Lloyd "Curly" Vaughn

Executive Director

Keith Vitale

Management Trustees

David Lorig, *Secretary*
Seth Gudeman
Shane Higgins
Joseph Koppers
Robert G. Krug
William Vignocchi

Carol Stream

1200 Old Gary Avenue
Carol Stream, IL 60188



Chicago

5700 West Homer St.
Chicago, IL 60639

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Chicagoland Laborers

Carol Stream, IL

For the occupation of CONSTRUCTION CRAFT LABORER

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*



April 12, 1999

Date

IL017990001

Registration No.

PAV L.A.A.

Administrator, Office of Apprenticeship



James M. Sweeney / Chairman

David M. Snelten / Secretary

Operating Engineers Local 150 Apprenticeship Fund

A Joint Effort of Labor and Management to Further the Aim of Industry
www.asiplocal150.org

Copenhaver Construction
 17622 Depot St
 Union, IL 60180

4/14/26

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
 Our File No. MI-00321

Dear Sir or Madam:

At the request of Livia Nelson, I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Copenhaver Construction is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements. Moreover, the applicable apprenticeship and training program has graduated substantially more than five apprentices in each of the last five years.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very sincerely yours,

George Antos-Coordinator
 IUOE, Local 150, AFL-CIO
 ASIP Local 150

ASIP seeks to foster workplace environments where all journey workers and apprentices feel safe, welcomed, and treated fairly. In an effort to meet the requirements, set forth by the DOL, we are providing a link to online anti-harassment training to all individuals connected with the administration or operation of the apprenticeship program, including all apprentices and journey workers who regularly work with apprentices.

Anti-Harassment Training/Resources Link: [Prevent Harassment | Apprenticeship.gov](https://www.asiplocal150.org/prevent-harassment)

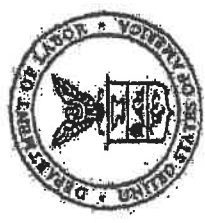


THE UNITED STATES DEPARTMENT OF LABOR

Office of Apprenticeship Certificate of Registration of Apprenticeship Program

*Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade -- Operating Engineer*

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*



December 31, 1978
Date
Revised June 23, 2011

Alma J. Solis
Secretary of Labor
Al V Hill
Administrator, Office of Apprenticeship

Registration No. **IL008780173**

THE United States Department of Labor

Office of Apprenticeship Certificate of Registration of Apprenticeship Program

*Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade — Operating Engineer (Heavy Equipment Technician)*

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

May 5, 2002
Date Revised June 21, 2011

Registration No. **IL012020003**



Walter F. Solis
Secretary of Labor
AM. V. Hill
Administrator, Office of Apprenticeship

N. IL PLASTERERS & CEMENT MASONS JATC**LOCAL 11**

Copenhaver Construction
17622 Depot Street
Union, IL 60180

04/07/2026

Local 11 OPCMIA, Plasterers and Cement Masons verifies that Copenhaver Construction is a signatory contractor that participates in the National Register Apprenticeship Program with Northern Illinois Plasterers & Cement Masons JATC, Local 11 Joint Apprenticeship Training Program. Registration (IL004890005)

Local 11 JATC has completed the following # of Apprentices for the last 5 years.

2022- 11

2023- 11

2024-11

2025-18

2026-21

If there are any more questions about the Cement Masons Local 11 JATC program that you need answered you may contact me directly.

Joe Savoia
Apprenticeship Coordinator
N. Illinois Plasterers & Cement Masons JATC
joe@apprenticeshiplocal11.com

N. IL PLASTERERS & CEMENT MASONS JATC
1514 Warehouse Dr. Ottawa IL, 61350

630-277-3631
Joe@apprenticeshiplocal11.com

The United States Department of Labor
Office of Apprenticeship
Certificate of Registration of Apprenticeship Program

N. I. Cement Masons & Plasterers JATC Local #11
Woodstock, Illinois

For the Trades - Cement Mason and Plasterer

Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

July 26, 1989

Date

Revised: May 19, 2016

Registration No.

IL004890005



[Signature]

Secretary of Labor

[Signature]

Administrator, Office of Apprenticeship

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

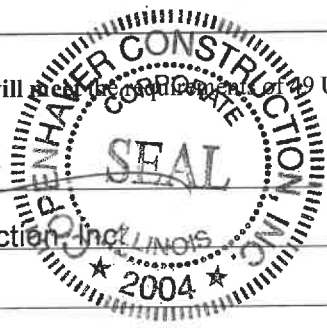
The bidder or offeror hereby certifies that it will ~~not~~ **comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature 

Company Name Copenhaver Construction, Inc.

Title Ken Copenhaver, President

Date May 19, 2026



Certificate of Non-Compliance

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

Signature _____

Company Name _____

Title _____

Date _____

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

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

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 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: Copenhaver Construction, Inc.

Address: 17622 Depot St.

City: Union, IL Zip Code: 60180

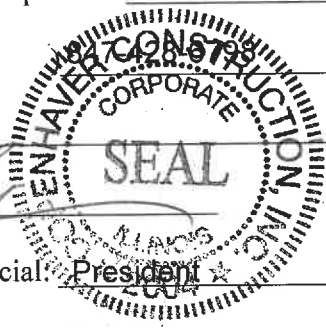
Telephone: () 847-428-6696 Fax Number: () _____

E-mail Address: copenhaverinc@yahoo.com

Authorized Company Signature: *Ken Copenhaver*

Print Signature Name: Ken Copenhaver Title of Official: President

Date: May 19, 2026



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.

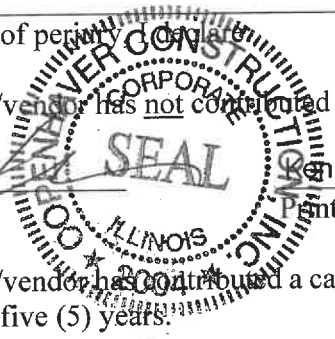
Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal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

Ken Copenhaver
Signature _____ Ken Copenhaver, 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

LR1030-2

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets
SPECIAL PROVISION
FOR
LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA
Effective: January 1, 2022

Replace the first five paragraphs of Article 1030.06 of the Standard Specifications with the following:

“1030.06 Quality Management Program. The Quality Management Program (QMP) will be Quality Control / Quality Assurance (QC/QA) according to the following.”

Delete Article 1030.06(d)(1) of the Standard Specifications.

Revise Article 1030.09(g)(3) of the Standard Specifications to read:

“(3) If core testing is the density verification method, the Contractor shall provide personnel and equipment to collect density verification cores for the Engineer. Core locations will be determined by the Engineer following the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations” at density verification intervals defined in Article 1030.09(b). After the Engineer identifies a density verification location and prior to opening to traffic, the Contractor shall cut a 4 in. (100 mm) diameter core. With the approval of the Engineer, the cores may be cut at a later time.”

Revise Article 1030.09(h)(2) of the Standard Specifications to read:

“(2) After final rolling and prior to paving subsequent lifts, the Engineer will identify the random density verification test locations. Cores or nuclear density gauge testing will be used for density verification. The method used for density verification will be as selected below.

Density Verification Method	
<input type="checkbox"/>	Cores
<input checked="" type="checkbox"/>	Nuclear Density Gauge (Correlated when paving \geq 3,000 tons per mixture)

Density verification test locations will be determined according to the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations”. The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800 m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day’s paving will be less than the prescribed density testing interval, the length of the day’s paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the

LR1030-2

density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

If nuclear density gauge testing is the density verification method, the Engineer will conduct nuclear density gauge tests. The Engineer will follow the density testing procedure detailed in the document "Illinois Modified ASTM D 2950, Standard Test Method for Density of Bituminous Concrete In-Place by Nuclear Method".

A density verification test will be the result of a single core or the average of the nuclear density tests at one location. The results of each density test must be within acceptable limits. The Engineer will promptly notify the Contractor of observed deficiencies."

Revise the seventh paragraph and all subsequent paragraphs in Section D. of the document "Hot-Mix Asphalt QC/QA Initial Daily Plant and Random Samples" to read:

"Mixtures shall be sampled from the truck at the plant by the Contractor following the same procedure used to collect QC mixture samples (Section A). This process will be witnessed by the Engineer who will take custody of the verification sample. Each sample bag with a verification mixture sample will be secured by the Engineer using a locking ID tag. Sample boxes containing the verification mixture sample will be sealed/taped by the Engineer using a security ID label."

Part II
Prime Vendor Commitment

The BEP Utilization Plan must be completed and returned as instructed in Part II. No alterations or substitutions will be permitted.

Complete the Solicitation Scope Identifier field by identifying the relevant commodity code(s) and/or scope descriptions.

Section I – Solicitation Information

Purchasing Entity Name: Village of Downers Grove
 Solicitation Bulletin Number: S-013
 Solicitation Title: Linda Kunze Plaza/Main Street Train Station
 Assigned BEP Goal (*enter as decimal*): 18% MBE and 10% WBE/PBE of Grant Amount \$525,000.00
 Bidder or Offeror Name: Copenhaver Construction, Inc.
 Solicitation Scope Identifier(s): Fountain replacment, sidewalk upgrades, lighting, and amenities for the Linda Kunze Plaza at Main Street and Burlington Avenue adjacent to the Metra train station.

The undersigned bidder or offeror submits this Utilization Plan as part of its bid or offer in accordance with the solicitation and BEP requirements. The solicitation contains a supplier diversity goal. Therefore, BEP-certified vendors, defined by the Commission on Equity and Inclusion (CEI), will perform a percentage of the contract's value. The BEP goal applies to the contract, amendments, and change orders.

- Vendors dually certified in BEP and the Veterans Business Program may only be counted towards either goal, not both.
- All BEP-certified prime vendors and subcontractors must perform commercially useful functions (CUF) through direct participation as defined in Part I of this Utilization Plan.
- Firms must be BEP-certified at the time of bid submission.

The undersigned bidder or offeror acknowledges reading, understanding, and agreeing to all BEP policies, rules, and procedures as defined in Part I of this Utilization Plan and hereby affirms:

Select the appropriate option below.

- The bidder or offeror is a BEP-certified firm and will fully meet the goal through self-performance.

If checked, the prime vendors must only submit this signed Part II.

- The bidder or offeror is a BEP-certified firm that has identified at least one BEP-certified subcontractor to split the goal with.

If checked, submit Part II and a Part III for each BEP-certified subcontractor.

- The bidder or offeror is not a BEP-certified firm. It has identified at least one BEP-certified subcontractor to meet the assigned BEP goal fully.

If checked, submit Part II and a Part III for each BEP-certified subcontractor.

- The bidder or offeror cannot fully meet the BEP goal itself or through BEP-certified firms, but has submitted a BEP Waiver Request and Review Form.

If checked, review Part IV, complete a BEP Waiver Request and Review Form, the signed Part II, and, if requesting a reduction, a Part III for each BEP-certified subcontractor.

Section II - Compliance Attestation

Compliance with all tenets of the Utilization Plan is mandated, and if awarded, this Utilization Plan will become part of the contract. Failure to carry out the requirements of this Utilization Plan is considered a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as the purchasing entity deems appropriate.

Signature:



Printed Name:

Ken Copenhaver

Title:

President

Email Address:

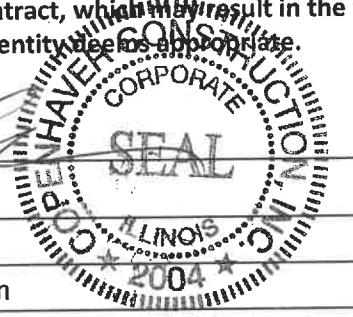
copenhaverinc@yahoo.com

Telephone:

847-428-6696

Date:

May 19, 2026





State of Illinois
Commission on Equity and Inclusion
Business Enterprise Program



Business Enterprise Program (BEP) Utilization Plan

Part I Terms and Conditions

The Business Enterprise for Minorities, Women, and Persons with Disabilities Act (BEP Act) establishes an aspirational goal of awarding not less than 30% of the total dollar amount of state contracts and not less than 20% of the total dollar amount of state construction contracts to businesses owned by minorities, women, and persons with disabilities. *See* 30 ILCS 575/4.

Per 30 ILCS 575/4(e), failure to complete and include a Business Enterprise Program (BEP) Utilization Plan, including documentation demonstrating good faith efforts when requesting a waiver, renders the bid or offer non-responsive. The purchasing entity may allow the prime vendor to cure certain deficiencies in the Utilization Plan, such as mistakes resulting from failure to follow instructions or a lapsed BEP certification. *See* 30 ILCS 575/4(e). The BEP Utilization Plan consists of four parts and must be completed and submitted for solicitations with an assigned BEP goal. Other than supplemental documentation, documentation that alters or replaces the Utilization Plan will not be considered during the Utilization Plan review.

Part I Terms and Conditions

Part II Prime Vendor Commitment

Part III BEP Subcontractor Participation Agreement

Part IV Waiver Requests and Reviews

1. Definitions

BEP Act	The Business Enterprise for Minorities, Women, and Persons with Disabilities Act is a law in Illinois designed to promote fairness and increase opportunities for minority-owned, women-owned, and persons-with-disabilities-owned businesses in Illinois government contracting. The BEP Act states that not less than 30% of the total dollar amount of every state contract and not less than 20% of the total dollar amount of every state construction contract shall be awarded to BEP certified vendors, unless an exemption or waiver is granted by the BEP Council. <i>See</i> 30 ILCS 575/4 and 7. The goal is to create a more inclusive and diverse business environment, ensuring that businesses owned by historically underrepresented groups have equal access to government contracts.
BEP Compliance	BEP Compliance includes BEP Compliance Officers, a BEP Compliance Manager, and a CEI Deputy Director over BEP Compliance.
BEP Council	The Business Enterprise Council for Minorities, Women and Persons with Disabilities was developed to help implement, monitor, and enforce the goals of the BEP Act.
BEP Certification	A process through which the Business Enterprise Program formally recognizes businesses that are at least 51% owned and controlled by minorities, women, or persons with disabilities. To qualify for BEP certification, the business owner must be a U.S. citizen or lawful permanent resident, and the business must have annual gross sales of less than \$150 million. This certification allows these businesses to be recognized as diverse suppliers, making them eligible for certain opportunities and government contracts designed to support diversity and inclusion in Illinois' business community.

Business Enterprise Program or BEP	The Commission on Equity and Inclusion's Business Enterprise Program is an Illinois initiative designed to promote and support businesses that are at least 51% owned and operated by minorities, women, or persons with disabilities. The program helps these businesses gain access to government contracts and other opportunities by certifying them as diverse suppliers. Through BEP, the Commission on Equity and Inclusion works to create a more inclusive business environment, ensuring that businesses owned by underrepresented groups have a fair chance to compete for and succeed in the marketplace.
Certified Vendor	A minority-owned business, women-owned business, or business owned by a person with a disability that is certified by the Business Enterprise Program.
Commercially Useful Function	A commercially useful function refers to the role that a business plays in completing a contract in a meaningful and substantial way. According to Section 4(a-5) of the BEP Act, 30 ILCS 575/4(a-5), for a business owned by minorities, women, or persons with disabilities to count toward the goals of this program, it must actually perform the work it has been hired to do, rather than just serving as a middleman. <i>Citing</i> 49 CFR 26.55(c). This means the business must contribute directly to the completion of the contract, rather than simply passing the work on to another company.
Commission on Equity and Inclusion or CEI	CEI works to maximize supplier diversity in Illinois. CEI oversees programs, including BEP and the Veterans Business Program, that support businesses owned by minorities, women, veterans, and people with disabilities, ensuring they have access to government contracts and opportunities.
Contractor	A business or individual hired by a purchasing entity to perform a specific job or provide goods or services under a formal agreement, known as a contract. The contractor is responsible for completing the work as outlined in the executed contract.
Control	The exclusive or ultimate and sole control of the business including, but not limited to, capital investment and all other financial matters, property, acquisitions, contract negotiations, legal matters, officer-director-employee selection and comprehensive hiring, operating responsibilities, cost-control matters, income and dividend matters, financial transactions and rights of other shareholders or joint partners. Control is real, substantial and continuing, not pro forma. Control includes the power to direct or cause the direction of the management and policies of the business and to make the day-to-day as well as major decisions in matters of policy, management and operations. Control is exemplified by possessing the requisite knowledge and expertise to run the particular business and control does not include simple majority or absentee ownership.
Good Faith Effort	Actions undertaken by a bidder, offeror, or contractor to achieve a contract-specific BEP goal that, by scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill BEP's requirements.

Minority	<p>A person who is a citizen or lawful permanent resident of the United States and who is any of the following:</p> <ol style="list-style-type: none"> 1. American Indian or Alaska Native (a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment). 2. Asian (a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam). 3. Black or African American (a person having origins in any of the black racial groups of Africa). 4. Hispanic or Latino (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race). 5. Native Hawaiian or Other Pacific Islander (a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands).
Minority-owned Business or MBE	<p>A business that is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock is owned by one or more minority person. The management and daily business operations are controlled by one or more of the minority individuals who own it.</p>
NIGP Code	<p>A five-digit code used to classify and describe the type of work or services involved in a contract. The first three digits represent the broad category of the work, while the last two digits give more specific details within that category. This system, created by the National Institute of Governmental Purchasing, helps organizations organize and define the goods and services they are contracting for.</p>
Ownership	<p>The ownership shall be real, substantial and continuing and not simply a matter of form. "Real" is a bona fide investment in the business done at arm's length and in good faith. "Substantial" is the level of investment necessary to initiate or acquire the particular business in light of its value, the business field, the organization of the concern, and the potential sources of outside financing.</p>
Person with a Disability	<p>A person who is a citizen or lawful resident of the United States and is a person qualifying as a person with a severe physical or mental disability substantially limiting one or more of the person's major life activities that results from: amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, Crohn's disease, cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or pulmonary dysfunction, an intellectual disability, mental illness, multiple sclerosis, muscular dystrophy, musculoskeletal disorders, neurological disorders, including stroke and epilepsy, paraplegia, quadriplegia and other spinal cord conditions, sickle cell anemia, ulcerative colitis, specific learning disabilities, or end stage renal failure disease.</p>
Person with a Disability-owned Business, Person with a Disability-owned Business Enterprise, or PBE	<p>A business that is at least 51% owned by one or more persons with a disability and the management and daily business operations are controlled by one or more of the persons with disabilities who own it. A not-for-profit agency for persons with disabilities that is exempt from taxation under Section 501 of the Internal Revenue Code of 1986 is also considered a business owned by a person with a disability.</p>

Prime Vendor	Any person or entity having a contract that is subject to the BEP Act with an Illinois purchasing entity.
Purchasing Entity	Any agency, board, or commission under the authority of the Governor of the state of Illinois, as well as public institutions of higher education.
Public Institution of Higher Education	The University of Illinois, Southern Illinois University, Chicago State University, Eastern Illinois University, Governors State University, Illinois State University, Northeastern Illinois University, Northern Illinois University, Western Illinois University, the Illinois public community colleges, and any other public universities, colleges, and community colleges now or hereafter established or authorized by the General Assembly. <i>*This definition differs from the term used in the VBP Utilization Plan.</i>
Solicitation Scope Identifier	The relevant solicitation commodity code(s) and/or scope descriptions.
State Construction Contracts	All state contracts entered into by a purchasing entity for the repair, remodeling, renovation or construction of a building or structure, or for the construction or maintenance of a highway defined in Article 2 of the Illinois Highway Code.
State Contracts	All contracts entered into by the State or purchasing entity, regardless of the source of the funds with which the contracts are paid, which are not subject to federal reimbursement. State contracts do not include contracts awarded by a retirement system, pension fund, or investment board subject to Section 1-109.1 of the Illinois Pension Code.
Subcontractor	A person or entity that enters into a contractual agreement with a prime vendor to provide, on behalf of the prime vendor, goods, services, real property, or remuneration or other monetary consideration that is the subject of the primary state contract.
Utilization Plan or U-Plan	A document submitted with bids or proposals that outlines how the bidder or offeror plans to meet the BEP goal for a specific contract. It shows whether the bidder will achieve the goal by performing the work themselves (if they are a certified vendor) or by using certified subcontractors. The plan must demonstrate that the vendor will either meet the full contract goal or request a waiver for all or part of the goal.
Woman	A person who is a citizen or lawful permanent resident of the United States and who is of the female gender.
Woman-owned Business or WBE	A business that is at least 51% owned by one or more women, or, in the case of a corporation, at least 51% of the stock is owned by one or more women. Additionally, the women who own the business must also manage and control its daily operations.

2. How to Find BEP-Certified Vendors

CEI offers the [Supplier Diversity Management Portal](#) for the public and purchasing entities to conduct searches on BEP-certified vendors within NIGP Code classifications. To conduct a certified vendor search, select the “Certified Firms Directory” option on the linked login screen.

Note: Firms must be BEP-certified at the time of bid submission.

3. Curable BEP Utilization Plan Deficiencies

- 3.1. The purchasing entity shall allow the prime vendor to cure certain deficiencies in the Utilization Plan. See 30 ILCS 575/4(e).
- 3.2. A bidder or offeror whose bid or offer is accepted and who included in that bid a completed Utilization Plan but who fails to meet the goals outlined in the plan shall be notified of the deficiency by the contracting purchasing entity and shall be given a period of 10 calendar days to cure the deficiency by contracting with additional subcontractors who are certified by the Business Enterprise Program or by increasing the work to be performed by previously identified vendors certified by the Business Enterprise Program. See 30 ILCS 575/4(e).
- 3.3. The BEP Act lists the following curable Utilization Plan deficiencies:
 - 3.3.1. A bidder or offeror whose bid or offer is accepted and who includes a completed Utilization Plan with that bid but fails to meet the goals outlined in the plan.
 - 3.3.2. Scrivener's errors, such as transposed numbers.
 - 3.3.3. Information submitted in an incorrect form or format.
 - 3.3.4. Mistakes resulting from failure to follow instructions or to identify and adequately document good faith efforts taken to comply with the Utilization Plan.
 - 3.3.5. A proposal to use a firm whose BEP certification has lapsed or is not yet recognized.
- 3.4. The BEP Act states that a cure is not authorized if the bidder or offeror submits:
 - 3.4.1. A blank Utilization Plan.
 - 3.4.2. A Utilization Plan that shows a lack of reasonable effort to complete the form on time.
 - 3.4.3. A Utilization Plan that states the contract will be self-performed by a non-certified vendor without showing good faith efforts or a request for a waiver.
- 3.5. All cure activity shall address the deficiencies identified by the purchasing entity and shall require clear documentation to address those deficiencies.
- 3.6. Any increase in cost to a contract for the addition of a subcontractor to cure a bid's deficiency shall not affect the bid price.
- 3.7. In no case shall an identified subcontractor with a Business Enterprise Program certification made under this Act be terminated from a contract without the written consent of the purchasing entity entering into the contract.
- 3.8. The purchasing entity shall determine whether the Utilization Plan deficiency cure is adequate. See 30 ILCS 575/4(e). Purchasing entities are not permitted to make waiver determinations. Only BEP Compliance is permitted to make the final determination for all goal waiver requests. Goal waiver determinations are final, and waiver deficiencies are not curable.

4. Expenditures Eligible for Goal Credit

- 4.1. The full value of a BEP-certified vendor's performed work and goods or equipment provided will count toward the contract goal. Only expenditures made to BEP-certified firms that perform a commercially useful function constituting direct participation, as defined by the scope of work identified in the solicitation and resulting contract, can be counted toward the goal. *See* 30 ILCS 575/4(a-5). Direct participation includes work directly related to completing the contract's scope of work, while indirect participation includes work related to other aspects of the vendor's business.

5. Monitoring Contract Compliance

- 5.1. Once the Utilization Plan and BEP Subcontractor Participation Agreement are approved and the contract is awarded and executed, the Utilization Plan becomes part of the contract.
- 5.2. The BEP goal applies to the contract, amendments, and change orders.
- 5.3. The prime vendor must submit and/or verify monthly reports to BEP through CEI's [Supplier Diversity Management Portal](#).
 - 5.3.1. During the Supplier Diversity Management Portal's monthly audit cycle, prime vendors must report the payments received from the purchasing entity if the Comptroller's contract payment activity doesn't automatically populate. The Supplier Diversity Management Portal will notify the prime vendors and any BEP-certified subcontractors of payment entries.
 - 5.3.2. Once the prime vendor pays the BEP-certified subcontractor and records the payment in the Supplier Diversity Management Portal, the BEP-certified subcontractor is required to validate the payments and note any discrepancies in the Supplier Diversity Management Portal.
 - 5.3.3. All reconciliation of payments must take place before the monthly system audit can close.
- 5.4. The prime vendor must keep detailed records about using BEP-certified vendors, including payroll records, invoices, canceled checks, and other financial documents, for at least three years after the contract ends. These records must be available for review within 48 hours if requested by the purchasing entity, the BEP Council Secretary, or other CEI-authorized representatives.
- 5.5. After the final work is completed and payment is made to the BEP-certified vendor, the prime vendor must submit a statement confirming the final payment and total payments to the BEP-certified vendor(s).
- 5.6. Purchasing entities must monitor a prime vendor's compliance with its Utilization Plan and the terms of its contract. Without limitation, a prime vendor's failure to comply with its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with its Utilization Plan, or the provision of false or misleading information or statements concerning compliance, certification status, or eligibility of the BEP-certified vendor, good faith efforts, or any other material fact or representation shall constitute a material breach of the contract and entitle the purchasing entity to declare a default, terminate the contract, or exercise those remedies provided for in the contract, at law, or in equity. *See* 30 ILCS 575/8(2).

5.7. Before a contract expires or is terminated, purchasing entities must evaluate the prime vendors' fulfillment of the contract goals for BEP-certified vendor participation. Purchasing entities must prepare a report of the prime vendor's compliance with the contract goals and file it with the BEP Council Secretary. If the BEP Council Secretary determines that the prime vendor did not fulfill the contract goals, the prime vendor shall be in breach of the contract and may be subject to remedies or sanctions unless the prime vendor can show that it made good faith efforts to meet the contract goals. Such remedies or sanctions for failing to make good faith efforts may include disqualifying the contractor from doing business with the state for no more than one year or cancellation, without any penalty to the state, of any contract entered into by the prime vendor. *See* 30 ILCS 575/8(3).

6. BEP-Certified Vendor Substitutions

- 6.1. A prime vendor cannot unilaterally lower the goals on a State contract. A prime vendor cannot terminate a BEP-certified subcontractor if that means the resulting goal will decrease.
- 6.2. If a prime vendor wants to substitute a BEP-certified subcontractor, they must submit justification documentation, a new BEP Utilization Plan and BEP Subcontractor Participation Agreement to the purchasing entity and BEP Compliance within ten business days of receiving approval for the substitution.

Part III
BEP Subcontractor Participation Agreement

The bidder or offeror must submit a separate, completed, and signed BEP Subcontractor Participation Agreement for each BEP-certified subcontractor. Once submitted with the bid or offer, the Utilization Plan, including each BEP Subcontractor Participation Agreement, will become a mandated part of the awarded contract. The bidder or offeror cannot prohibit or limit any selected BEP-certified subcontractor from providing subcontractor quotes to other potential bidders or offerors.

All BEP Subcontractor Participation Agreements are subject to the procuring purchasing entity's approval. Changes involving or affecting the identified BEP-certified subcontractor and scope of work will not be permitted without written notification to and the approval of the purchasing entity.

Solicitation Information

Solicitation Bulletin Number: S-013
Solicitation Title: Linda Kunz Plaza/Main Street Train Station
Solicitation Scope Identifier(s): _____

Bidder or Offeror Information

Bidder or Offeror Name: Copenhaver Construction, Inc.
Bidder or Offeror Address: 17622 Depot St., Union, IL 60180
Bidder or Offeror Email: copenhaverinc@yahoo.com
Bidder or Offeror Telephone: 847-428-6696

Print the name of the bidder or offeror contact responsible for ensuring compliance with this BEP Subcontractor Participation Agreement below.

Printed Name: Ken Copenhaver, President

BEP Subcontractor Information

BEP Subcontractor Name: Alas Trucking, Inc.
BEP Subcontractor Address: 317 Longwood Terrace, Mundelein, IL 60060
BEP Subcontractor Email: alas_trucking@yahoo.com
BEP Subcontractor Telephone: 847-980-7910

Print the name of the BEP-certified subcontractor contact responsible for ensuring compliance with this BEP Subcontractor Participation Agreement below.

Printed Name: Fernando Alas, President

Indicate the percentage or dollar amount of the estimated contract award that will be subcontracted to the certified BEP-certified subcontractor. DCEO Grant: \$525,000 18% MBE/\$94,500.00

Select the estimated BEP Subcontractor Participation Agreement term start date. 7/8/2026

Select the estimated BEP Subcontractor Participation Agreement term end date. 10/9/2026

BEP Subcontractor Goods and Services Description

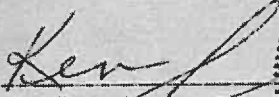
Provide a detailed description of the BEP-certified subcontractor's scope of work, the goods to be delivered, and the exact scope identifiers (i.e., commodity codes or other scope identifying information). This description must clearly define the services and products the BEP-certified subcontractor will provide under the contract. The description must also include a detailed list of tasks, responsibilities, materials, and deliverables. Provide a detailed description for each scope identifier.

Scope Identifier Trucking & Hauling Services/Removals

Description Various


THE UNDERSIGNED PARTIES AGREE that once signed and submitted with the bid or offer, this BEP Subcontractor Participation Agreement, along with the other parts of this Utilization Plan, will become a material part of the contract, and the BEP-certified vendor will perform the designated scope of work at the percentage indicated above. The undersigned parties also did not affix their signatures to this document until all other areas were completed.

Prime Vendor

Signature: 
Printed Name: Ken Copenhaver
Title: President
Date: 5/18/2026



BEP Subcontractor

Signature: 
Printed Name: Fernando Alas
Title: President
Date: 5/18/2026



Illinois Commission on Equity and Inclusion
Nina Harris, Chairperson
Alexandria Wilson, Acting Executive Director
115 South LaSalle Street, Suite 4N, Chicago, IL 60603

03/16/2026

ALAS TRUCKING, INC.
317 LONGWOOD TERRACE
MUNDELEIN, Illinois, 60090

Re: Be Enrolled Business Enterprise Program Certification

Dear FERNANDO ALAS,

Congratulations, your business qualifies for enrollment in the new Be Enrolled Business Enterprise Program certification (BE BEP)! The Commission on Equity and Inclusion (CEI) was created to maximize supplier diversity, equity, and inclusion by ensuring access to contracting opportunities by developing procedures and initiatives that make procurement processes inclusive, fair, and equitable while providing support, education, and mentorship. CEI established the BE BEP certification to ensure the seamless activation of a reciprocal certification and reduce duplicative red tape.

BE BEP Partners

Chicago Transit Authority (CTA)
City of Chicago
Cook County
Illinois Department of Transportation
METRA
PACE

CEI enrolled your business in the BE BEP certification based on the diversity certification one of the partners listed above issued. Activating your BE BEP certification has several benefits. Businesses certified through BE BEP will be listed in the CEI's certified vendor directory, ensuring visibility amongst State procurement professionals and potential prime vendors. The BEP certification is recognized by various municipalities and organizations, aligning with their supplier diversity initiatives. Best of all, certification is free!

Host Agency: City of Chicago

Certification Type: Minority Business Enterprise

Certification Date: 03/13/2026

Certification Expiration Date: 09/01/2026

Certification Renewal Date: 09/01/2026

CEI will activate your BE BEP certification based on your host agency's diversity certification. The duration and commodity codes for the newly activated BE BEP certification will match the existing certification held with the BE BEP partner. If applicable, the North American Industry Classification System (NAICS) codes provided by the host agency will be translated to National Institute of Government Purchasing (NIGP) commodity codes using CEI's crosswalk

Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program in the specialty area(s) of:

962 - 86 - Transportation of Goods, Shipping and Handling, and Other Freight Services

Your firm will only appear in the database of BEP-certified vendors in the NIGP codes listed above, so **please review the list carefully to ensure that all relevant NIGP codes are included.**

Vendors must maintain their certification and comply with the rules of their host agency to maintain an active BE BEP certification. If the host agency's certification expires or the host agency suspends a vendor's bidding privileges, the BE BEP certification will also expire or be suspended. CEI's BEP certification unit will email vendors to update their BE BEP certification 90 days before their host agency and BE BEP certifications expire.

BE BEP-certified vendors are encouraged to notify BEP within two weeks if any of the following changes occur:

- Ownership changes
- Changes in control.
- Changes in the host agency's certification status.

Four chief procurement officers (CPOs) exercise the State of Illinois' procurement authority. Each CPO has a separate bulletin that publishes the State's solicitations and bidding opportunities for each portfolio. CEI strongly recommends that all State-certified vendors register with each procurement bulletin to ensure notification of all relevant prime and subcontractor bidding opportunities.

CPO Procurement Websites

- The Chief Procurement Officer of General Services (CPO-GS) oversees the purchases of goods and services for roughly 65 State agencies, boards, and commissions. Learn more about CPO-GS at <https://cpo-general.illinois.gov/>.
- The Chief Procurement Officer of Higher Education (CPO-HE) oversees purchasing by State universities. Learn more about CPO-HE at <https://cpo-highered.illinois.gov/>
- The Chief Procurement Officer of the Capital Development Board (CPO-CDB) oversees vertical construction and construction-related services purchases. Learn more about CPO-CDB at <https://cpo-cdb.illinois.gov/>.
- The Chief Procurement Officer of the Illinois Department of Transportation (CPO-IDOT) oversees horizontal construction and construction-related services purchases. Learn more about CPO-IDOT at <https://cpo-dot.illinois.gov/>.

CEI welcomes your participation in BEP and wishes you continued success. If you have any questions or comments, please email CEI.BEP.Certification@Illinois.gov or call (312) 814-4190.

Sincerely,

A handwritten signature in black ink, appearing to be 'Carlos Gutierrez', written over a light gray dotted grid background.

Carlos Gutierrez
Certification Manager

Part III
BEP Subcontractor Participation Agreement

The bidder or offeror must submit a separate, completed, and signed BEP Subcontractor Participation Agreement for each BEP-certified subcontractor. Once submitted with the bid or offer, the Utilization Plan, including each BEP Subcontractor Participation Agreement, will become a mandated part of the awarded contract. The bidder or offeror cannot prohibit or limit any selected BEP-certified subcontractor from providing subcontractor quotes to other potential bidders or offerors.

All BEP Subcontractor Participation Agreements are subject to the procuring purchasing entity's approval. Changes involving or affecting the identified BEP-certified subcontractor and scope of work will not be permitted without written notification to and the approval of the purchasing entity.

Solicitation Information

Solicitation Bulletin Number: S-013
Solicitation Title: Linda Kunz Plaza/Main Street Train Station
Solicitation Scope Identifier(s): _____

Bidder or Offeror Information

Bidder or Offeror Name: Copenhaver Construction, Inc.
Bidder or Offeror Address: 17622 Depot St., Union, IL 60180
Bidder or Offeror Email: copenhaverinc@yahoo.com
Bidder or Offeror Telephone: 847-428-6696

Print the name of the bidder or offeror contact responsible for ensuring compliance with this BEP Subcontractor Participation Agreement below.

Printed Name: Ken Copenhaver, President

BEP Subcontractor Information

BEP Subcontractor Name: Schroeder Asphalt Services, Inc.
BEP Subcontractor Address: 11022 S. Grant Hwy, Marengo, IL 60152
BEP Subcontractor Email: Rachael@schroederasphalt.com
BEP Subcontractor Telephone: 815-923-4380

Print the name of the BEP-certified subcontractor contact responsible for ensuring compliance with this BEP Subcontractor Participation Agreement below.

Printed Name: Rachael McDow

Indicate the percentage or dollar amount of the estimated contract award that will be subcontracted to the certified BEP-certified subcontractor. DCEO Grant: \$525,000 10%PBE/\$52,500.00

Select the estimated BEP Subcontractor Participation Agreement term start date. TBD

Select the estimated BEP Subcontractor Participation Agreement term end date. TBD

BEP Subcontractor Goods and Services Description

Provide a detailed description of the BEP-certified subcontractor's scope of work, the goods to be delivered, and the exact scope identifiers (i.e., commodity codes or other scope identifying information). This description must clearly define the services and products the BEP-certified subcontractor will provide under the contract. The description must also include a detailed list of tasks, responsibilities, materials, and deliverables. Provide a detailed description for each scope identifier.

Scope Identifier _____

Description

Asphalt Paving, Milling and Grading

Add scope identifier(s)

Delete scope identifier(s)

THE UNDERSIGNED PARTIES AGREE that once signed and submitted with the bid or offer, this BEP Subcontractor Participation Agreement, along with the other parts of this Utilization Plan, will become a material part of the contract, and the BEP-certified vendor will perform the designated scope of work at the percentage indicated above. The undersigned parties also certify that they did not affix their signatures to this document until all other areas were completed.

Prime Vendor

Signature:

Ken Copenhaver

Printed Name:

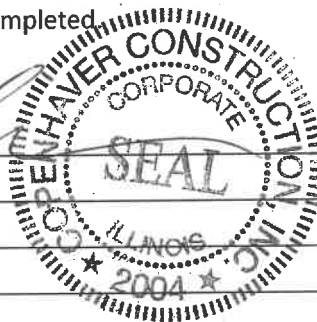
Ken Copenhaver

Title:

President

Date:

5/19/2026



BEP Subcontractor

Signature:

Rachael McDow

Printed Name:

Rachael McDow

Title:

Corporate Secretary

Date:

05/18/2026

Add Subcontractor Agreement

Part IV Waiver Requests and Reviews

Per 30 ILCS 575/4(e), failure to complete and include a BEP Utilization Plan, including documentation demonstrating good faith efforts when requesting a waiver, renders the bid or offer non-responsive.

Waiver Process

If the prime vendor cannot wholly or can partly achieve the BEP participation goal, it must follow the waiver process outlined in Part IV. A prime vendor providing good faith effort documentation and a goal waiver request must review this Part IV, complete a BEP Waiver Request and Review Form, the signed Part II, and, if requesting a reduction, a Part III for each BEP-certified subcontractor, which must all be submitted with their bid or offer.

The Business Enterprise Council for Women, Minorities, and Persons with Disabilities (BEP Council) passed the Goal Waiver Determination Resolution on February 26, 2024. Effective July 1, 2024, this resolution rescinds the BEP Council's August 2013 resolution delegating the authority to approve or deny prime vendors' waiver requests to the Capital Development Board and universities and grants the Business Enterprise Program (BEP) the authority to approve or deny prime vendors' waiver requests on CDB, public university, and community college procurements. This resolution also creates a process whereby CDB and public institutions of higher education, including community colleges, will continue to evaluate vendors' good faith efforts, but instead of making the final determination on waiver requests, these entities will submit an overall recommendation on every waiver request to BEP Compliance, who will make the final determination. The resolution ensures all purchasing entities subject to the BEP Act consistently use the required waiver methodology by giving BEP the authority to review and determine all waiver requests.

The steps of the waiver request process are identified below. The BEP Waiver Request and Review Form is located on CEI's website.

Follow these steps if the solicitation is from CDB:

1. The prime vendor reviews Part IV of the Utilization Plan.
2. The prime vendor completes the BEP Waiver Request and Review Form.
3. The prime vendor submits a completed BEP Waiver Request and Review Form, a completed Utilization Plan Part II, and, if requesting a goal reduction, a Utilization Plan Part III for each BEP-certified subcontractor, with its bid or offer.
4. CDB evaluates the prime vendor's waiver request using its prescribed internal review process.
5. CDB submits its approval or denial recommendation, along with the prime vendor's BEP Waiver Request and Review Form, to BEP Compliance.
6. BEP Compliance reviews CDB's recommendation and the prime vendor's BEP Waiver Request and Review Form.
7. Within 10 business days of receipt, BEP Compliance makes a waiver approval or denial determination and notifies both the purchasing entity and the applicable State Purchasing Officer.

Follow these steps if the solicitation is from a public institution of higher education:

1. The prime vendor reviews Part IV of the Utilization Plan.
2. The prime vendor completes the BEP Waiver Request and Review Form.

3. The prime vendor submits a completed BEP Waiver Request and Review Form, a completed Utilization Plan Part II, and, if requesting a goal reduction, a completed Utilization Plan Part III for each BEP-certified subcontractor, along with its bid or offer.
4. The public institution of higher education evaluates the prime vendor's waiver request using its prescribed internal review process.
5. The public institution of higher education submits its approval or denial recommendation with the prime vendor's BEP Waiver Request and Review Form to BEP Compliance.
6. BEP Compliance reviews the public institution of higher education's recommendation and the prime vendor's BEP Waiver Request and Review Form.
7. Within 10 business days of receipt, BEP Compliance makes a waiver approval or denial determination and notifies the purchasing entity and the applicable State Purchasing Officer.

Follow these steps if the solicitation is from a purchasing entity other than CDB or a public institution of higher education:

1. The prime vendor reviews Part IV of the Utilization Plan.
2. The prime vendor completes the BEP Waiver Request and Review Form.
3. The prime vendor submits a completed BEP Waiver Request and Review Form, a completed Utilization Plan Part II, and, if requesting a goal reduction, a completed Utilization Plan Part III for each BEP-certified subcontractor, along with its bid or offer.
4. Purchasing entities other than CDB or public institutions of higher education submit their prime vendor's waiver request to BEP Compliance.
5. BEP Compliance reviews the prime vendor's BEP Waiver Request and Review Form.
6. Within 10 business days of receipt, BEP Compliance makes a waiver approval or denial determination and notifies both the purchasing entity and the applicable State Purchasing Officer.

BEP Compliance's waiver determination will include the justification for the requested waiver, including whether the requesting contractor made a good faith effort to identify and solicit eligible businesses owned by minorities, women, and persons with disabilities, the total number of waivers the contractor has been granted in the current and prior fiscal years, and the contractor's use of these diverse businesses in the current and prior fiscal years.

If a prime vendor requested a waiver because it could not meet the full BEP goal (as a bidder or offeror) but demonstrated a good faith effort, the final contract goal will be the percentage denoted in the adjusted and approved Utilization Plan.

Waiver Checklist

BEP Compliance will use the checklist below to evaluate a prime vendor's waiver request. Marking this checklist does not count as completing a waiver request. A waiver request will only be considered when submitted on the BEP Waiver Request and Review Form.

- The prime vendor provided a list of eligible businesses owned by minorities, women, and persons with disabilities that pertain to the class of contracts in the requested waiver that the vendor contacted. Businesses are only eligible if certified for the products or work advertised in the solicitation.**

- The prime vendor provided a clear demonstration that the vendor selected portions of the work to be performed by certified vendors to facilitate meeting the contract-specific goal, and that certified vendors that can perform the work of the contract were solicited through all reasonable and available means.
- The prime vendor provided documentation demonstrating that certified vendors were not rejected as being unqualified without sound reasons based on a thorough investigation of their capabilities. The certified vendor's standing within its industry, membership in specific groups, organizations, or associations, and political or social affiliations are not legitimate causes for rejecting or not contacting or negotiating with a certified vendor.
- The prime vendor provided proof that the prime vendor solicited eligible certified vendors with: (1) sufficient time to respond; (2) adequate information about the scope, specifications, and requirements of the solicitation or bid, including plans, drawings, and addenda, to allow eligible businesses an opportunity to respond to the solicitation or bid; and (3) sufficient follow up with certified vendors.
- The prime vendor provided a clear demonstration that the prime vendor communicated with certified vendors.
- The prime vendor provided evidence that the prime vendor negotiated with certified vendors to enter into subcontracts to provide a commercially useful function of the contract for a reasonable cost.
- The prime vendor provided documentation demonstrating that the difference in cost between the contract proposals being offered by certified vendors is excessive or unreasonable.
- The prime vendor provided a list of certified vendors owned by minorities, women, and persons with disabilities that the contractor has used in the current and prior fiscal years.
- The prime vendor provided documentation demonstrating that the vendor made efforts to utilize certified vendors despite the ability or desire of a vendor to perform the work with its own operations by selecting portions of the work to be performed by certified vendors, which may, when appropriate, include breaking out portions of the work to be performed into economically feasible units to facilitate certified vendor participation.
- The prime vendor provided documentation that the vendor used the services of: (1) the state; (2) organizations or contractors' groups representing or composed of minorities, women, or persons with disabilities; (3) local, state, or federal assistance offices representing or assisting minorities, women, or persons with disabilities; and (4) other organizations that provide assistance in the recruitment and engagement of certified vendor.

**Illinois Commission on Equity and Inclusion**

Nina Harris, Chairperson

Alexandria Wilson, Acting Executive Director

115 South LaSalle Street, Suite 4N, Chicago, IL 60603

03/16/2026

Schroeder Asphalt Services Inc.

P.O. Box 831, Huntley, IL 60142, 11022 S. Grant Hwy., Marengo, IL 60152 (physical)

Huntley, Illinois, 60142

BEP Certification No Change Affidavit Approval

Dear Ronald Schroeder,

Congratulations! After reviewing your No Change Affidavit (NCA) information, we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program (BEP).

Certification Type: Persons with Disability Business Enterprise**Certification Date:** 01/27/2022**Certification Expiration Date:** 01/27/2029**Certification Renewal Date:** 01/27/2027

The Illinois Commission on Equity and Inclusion (CEI) will email you at least 90 days before your certification anniversary date to remind you to update your certification as a condition of your continued certification. You are responsible for ensuring that the contact email address in the system is accurate and up to date and that the email account is checked regularly so you do not miss any important notifications.

Certified firms are encouraged to notify CEI's BEP certification unit within two weeks if any of the following changes occur:

- Ownership changes.
- Changes in control.
- Changes in the host agency's certification status.

Please review the following list carefully to ensure all relevant NIGP codes are included. Your firm's name will only appear in CEI's certified vendor directory as a BEP-certified vendor in the specialty area(s) of:

755 - 10 - Asphalt Distributors, Levelers, Mixers, Crack Sealing Equipment, etc. (See 755-40 for Tools), 912 - 38 - Construction Services, Hazardous Waste, Including Site Management, 912 - 44 - Excavation Services, 914 - 84 - Trade Services, Construction, (Not Otherwise Classified), 961 - 54 - Milling Services: Asphalt, Grain, Cottonseed, Vegetable, Wood, etc.

CEI welcomes your continued participation in BEP and wishes you unrelenting success. If you have any questions or comments, please email CEI.BEP.Certification@Illinois.gov or call (312) 814-4190.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carlos Gutierrez', written over a faint, light-colored circular stamp or watermark.

Carlos Gutierrez
Certification Manager

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: Linda Kunze Plaza/Main Street Train Station

PROPOSAL/BID NUMBER: BID # CFB-22-0-2026/SG

PROPOSAL/BID OPENING: May 19, 2026

ADDENDUM NO.: 1

PROPOSER/BIDDER: Copenhaver Construction, Inc.

ADDRESS: 17622 Depot St., Union, IL 60180

RECEIVED BY: Ken Copenhaver, President

(NAME)

Ken Copenhaver

(SIGNATURE)



DATE: May 19, 2026



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

Affidavit of Availability
 For the Letting of 5/18/2026
 (Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	5	
Contract Number	NOW Arena Retaining Wall	Orland Park	Washington St Reconstruction	Linden Avenue Improvements	IL Rta 31 Improvements	
Contract With	Hoffman Estates	Tinley Creek Streambank	Franklin Park	Highland Park	South Elgin	
Estimated Completion Date	4/15/2026	8/31/2027	50WD	5/30/2026	8/21/2026	
Total Contract Price	140,495.00	5,796,847.00	1,790,478.85	2,893,459.96	739,797.95	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	48,390.00	4,956,347.00	443,010.85	73,314.01	739,797.95	6,260,859.81
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						6,260,859.81

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		2,125,431.00	117,400.00		144,801.92	2,387,632.92
Portland Cement Concrete Paving						0.00
Demolition						0.00
HMA Paving			48,112.50		101,580.00	149,692.50
Clean & Seal Cracks/Joints					7,056.00	7,056.00
Aggregate Bases & Surfaces						0.00
Highway,R.R. and Waterway Structures		859,500.00				859,500.00
Drainage		89,400.00		14,151.00	131,266.00	234,817.00
Electrical					71,294.00	71,294.00
Cover and Seal Coats					350.00	350.00
Concrete Construction		16,500.00			274,041.00	290,541.00
Landscaping		850,000.00	60,471.15			910,471.15
Fencing	42,390.00	173,140.00	500.00	12,392.00	675.00	229,097.00
Guardrail				7,410.00		7,410.00
Seeding & Sodding	6,000.00	94,274.00		21,870.01	5,784.03	127,928.04
Signing			6,000.00	8,530.00	1,000.00	15,530.00
Tree Trim/Removal		82,211.50				82,211.50
Cold Milling, Planning & Rotomilling						0.00
Pavement Markings (Paint/Thermo/Poly/Urethane)			510.50	618.00	1,950.00	3,078.50
Raised Pvt Markings/Pavement Texturing						0.00
Misc. Bonds/Layout Etc.			15,000.00			15,000.00
Engineer Field Office						0.00
Trainees/Trainee Training Program						0.00
Traffic Control & Protection						0.00
Totals	48,390.00	4,290,456.50	247,994.15	64,971.01	739,797.95	5,391,609.61

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	5
Subcontractor		Homer Tree	Abitua	Western Utilities/Hylan	
Type of Work		Tree Removal	Drainage/Water	HDD	
Subcontract Price		216,370.50	881,995.00	27,384.00	
Amount Uncompleted		96,370.50	0.00	0.00	
Subcontractor		Taylor Ridge	Schroeder Asphalt	Clean Cut Tree	
Type of Work		Drill Soldier Piles	Asphalt Paving	Clearing & Grubbing	
Subcontract Price		133,720.00	192,702.20	24,900.00	
Amount Uncompleted		133,720.00	192,702.20	0.00	
Subcontractor		Veterans Vac	TruSeal	Peter Baker & Son Co.	
Type of Work		Televising/Cleaning	Pavement Markings	Asphalt Paving	
Subcontract Price		15,000.00	2,314.50	226,210.95	
Amount Uncompleted		7,500.00	2,314.50	0.00	
Subcontractor		Alf Cartage, Inc.		TruSeal	
Type of Work		Aggregates		Pavement Markings/Signage	
Subcontract Price		370,000.00		8,343.00	
Amount Uncompleted		350,000.00		8,343.00	
Subcontractor		CTI			
Type of Work		Vibration Monitoring			
Subcontract Price		19,300.00			
Amount Uncompleted		19,300.00			
Subcontractor		Footstone, Inc.			
Type of Work		Maint & Monitoring			
Subcontract Price		59,000.00			
Amount Uncompleted		59,000.00			
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	0.00	665,890.50	195,016.70	8,343.00	0.00

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

Subscribed and sworn to before me on this 18th day of May, 2026.

Type or Print Name Ken Copenhaver , President
Officer or Director Title
 Signed *Ken Copenhaver*
 Company Copenhaver Construction, Inc.
 Address 17622 Depot St., Union, IL 60180

Notary Public
 My commission expires: 4/12/2027



Rosemary Simarano



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 5/18/2026
(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	5	
Contract Number	Farmington Lakes Park Improvement	Wheeling Town Center Enhancements	Downtown Public Place Depot Park	Downtown Streetscape Main Street 2026		
Contract With	Oswegoland Park District	Wheeling	Crystal Lake	Rockford		
Estimated Completion Date	5/31/2026	160 CD	7/30/2026	7/31/2026		
Total Contract Price	1,421,002.00	1,455,255.00	6,677,095.00	721,475.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	498,347.00	1,455,255.00	3,130,883.00	702,075.00	0.00	12,047,419.81
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						12,047,419.81

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	56,658.00	145,590.00	180,250.00	1,510.00		2,771,640.92
Portland Cement Concrete Paving						0.00
Demolition						0.00
HMA Paving		20,600.00				170,292.50
Clean & Seal Cracks/Joints						7,056.00
Aggregate Bases & Surfaces	53,358.00			8,910.00		62,268.00
Highway,R.R. and Waterway Structures	166,200.00		528,000.00	75,589.00		1,629,289.00
Drainage	83,670.00	181,530.00	72,298.00	600.00		572,915.00
Electrical		470,000.00	116,545.00	36,942.00		694,781.00
Cover and Seal Coats		280.00		270.00		900.00
Concrete Construction	45,704.00	481,410.00	1,085,100.00	218,653.00		2,121,408.00
Landscaping	45,000.00	82,665.00	622,500.00	21,940.00		1,682,576.15
Fencing		1,200.00	55,900.00	1,760.00		287,957.00
Guardrail						7,410.00
Seeding & Sodding	42,000.00	23,800.00				193,728.04
Signing	3,930.00	33,100.00	42,380.00	8,170.00		103,110.00
Tree Trm/Selective Removal		1,400.00				83,611.50
Cold Milling, Planning & Rotomilling						0.00
Pavement Markings (Paint/Thermo/Poly/Urethane)	1,827.00	13,680.00	3,138.38			21,723.88
Misc. Bonds/Layout/Video			30,000.00	10,000.00		55,000.00
Traffic Control & Protection				25,000.00		25,000.00
Engineer Field Office/Items by Engineer						0.00
Install Raised Pvt/Pvt Texture Removal						0.00
Trainees/Trainee Training Program						0.00
Painting and Cleaning						
Totals	498,347.00	1,455,255.00	2,736,111.38	409,344.00	0.00	10,490,666.99

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	5
Subcontractor			A Horn Masonry	Central Tree	
Type of Work			Masonry	Tree Removal	
Subcontract Price			288,200.00	4,400.00	
Amount Uncompleted			98,200.00	0.00	
Subcontractor			Royer Asphalt	Utility Dynamics	
Type of Work			Asphalt	Electrical	
Subcontract Price			77,811.47	280,400.00	
Amount Uncompleted			0.00	280,400.00	
Subcontractor			Dahme Mechanical	Steel Fabricating Inc	
Type of Work			Fountain Installation	F&I Structural Steel	
Subcontract Price			289,500.00	12,331.00	
Amount Uncompleted			0.00	12,331.00	
Subcontractor			TruSeal		
Type of Work			Pavement Markings		
Subcontract Price			12,996.62		
Amount Uncompleted			12,996.62		
Subcontractor			Associated Electric		
Type of Work			Electrical		
Subcontract Price			833,455.00		
Amount Uncompleted			235,455.00		
Subcontractor			Aqua Design		
Type of Work			Irrigation		
Subcontract Price			48,120.00		
Amount Uncompleted			48,120.00		
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	0.00	0.00	394,771.62	292,731.00	0.00

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

Subscribed and sworn to before me
on this 18th day of May, 2026

Rosemary Simarano
Notary Public

Type or Print Name Ken Copenhaver , President

Officer or Director Title

Signed *Ken Copenhaver*

Company Copenhaver Construction, Inc.

Address 17622 Depot St., Union, IL 60180



4/12/2027



Illinois Department of Transportation

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2300 South Dirksen Parkway/Room 322
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	1	2	3	4	5	
Contract Number	Washington St Bike Path	West Electric Park	Riverfront Park Phase 3	GHO Pond Drainage Imp		
Contract With	LCDOT	Plainfield	Carpentersville	North Barrington		
Estimated Completion Date	10/30/2026	9/13/2026	8/5/2026	9/11/2026		
Total Contract Price	4,421,079.17	489,551.00	2,350,542.70	2,172,980.11		Accumulated Totals
Uncompleted Dollar Value if Firm Is the Prime Contractor	4,074,679.17	88,465.00	1,993,882.00	2,172,980.11	0.00	20,377,426.09
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						20,377,426.09

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	635,805.20	19,416.00	34,757.00	770,425.01		4,232,044.13
Portland Cement Concrete Paving						0.00
Demolition						0.00
HMA Paving			67,765.00	57,495.00		295,552.50
Soil Stabilization / Modification						7,056.00
Aggregate Bases & Surfaces			28,795.00			91,063.00
Highway,R.R. and Waterway Structures	986,948.00			339,025.00		2,955,262.00
Drainage	366,849.50		56,379.00	324,495.00		1,320,638.50
Electrical	23,038.20		291,893.00	11,000.00		1,020,712.20
Cover and Seal Coats	4,230.00		51.00			5,181.00
Concrete Construction	850,531.85		686,200.00			3,658,139.85
Landscaping	99,001.63	59,392.00	272,888.00	294,350.10		2,408,207.88
Fencing	28,369.00		34,280.00	12,000.00		362,606.00
Guardrail	0.00			10,740.00		18,150.00
Seeding & Sodding	67,062.00	9,657.00	69,582.00	346,100.00		686,129.04
Signing	31,078.80		31,240.00			165,428.80
Tree Trimming/Selective Removal				7,350.00		90,961.50
Cold Milling, Planning & Rotomilling						0.00
Pavement Markings (Paint/Thermo/Poly/Urethane)	12,696.15		8,226.00			42,646.03
Misc. Bonds/Layout/Video	98,621.30		31,000.00			184,621.30
Traffic Control & Protection						25,000.00
Engineer Field Office/Items by Engineer						0.00
Install Raised Pvt/Pvt Texture Removal	8,420.00					8,420.00
Trainees/Trainee Training Program						0.00
Painting and Cleaning						
Totals	3,212,651.63	88,465.00	1,613,056.00	2,172,980.11	0.00	17,577,819.73

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	5
Subcontractor	Clean Cut	Jasco Electric	Associated Electric		
Type of Work	Tree Removal	Electrical	Site/Civil Electric		
Subcontract Price	11,807.00	22,114.80	350,500.00		
Amount Uncompleted	11,807.00	0.00	350,500.00		
Subcontractor	High Star Traffic		Thorne Electric		
Type of Work	TC&P/Water Blasting		Pedestrian Signals		
Subcontract Price	79,378.70		30,326.00		
Amount Uncompleted	54,978.70		30,326.00		
Subcontractor	Home Towne Electric				
Type of Work	Electrical				
Subcontract Price	242,242.80				
Amount Uncompleted	242,242.80				
Subcontractor	Huskie Contractors				
Type of Work	Guardrail/Bike Rail				
Subcontract Price	207,740.00				
Amount Uncompleted	207,740.00				
Subcontractor	Payne & Dolan				
Type of Work	Asphalt Paving				
Subcontract Price	259,076.19				
Amount Uncompleted	259,076.19				
Subcontractor	Peterson Environmental				
Type of Work	Reg Sub Monitoring				
Subcontract Price	73,900.00				
Amount Uncompleted	58,900.00				
Subcontractor	Precision Pavement				
Type of Work	Pavement Markings				
Subcontract Price	27,282.85				
Amount Uncompleted	27,282.85				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	862,027.54	0.00	380,826.00	0.00	0.00

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

Subscribed and sworn to before me
on this 18th day of May, 2026.

Rosemary Simarano
Notary Public

Type or Print Name Ken Copenhaver, President

Officer or Director

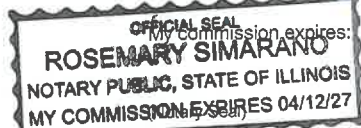
Title

Signed

Ken Copenhaver

Company Copenhaver Construction, Inc.

Address 17622 Depot St., Union, IL 60180



4/12/2027



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 5/18/2026
(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	5	
Contract Number	Grosse Pointe Park	St Joseph Creek Bldgs A&B	St Joseph Creek Bldg C	2026 Brick Street Maintenance		
Contract With	Vernon Hill PD	County of DuPage	County of DuPage	Downers Grove		
Estimated Completion Date	12/31/2026	5/30/2026	5/30/2026	5/30/2026		
Total Contract Price	2,097,851.02	2,035,871.00	1,720,415.00	202,957.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	2,097,851.02	150,463.00	54,872.00	202,957.00	0.00	22,883,569.11
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						22,883,569.11

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	622,202.38			15,700.00	4,869,946.51	
Portland Cement Concrete Paving					0.00	
Demolition					0.00	
HMA Paving	132,442.00			17,325.00	445,319.50	
Clean & Seal Cracks/Joints					7,056.00	
Aggregate Bases & Surfaces					91,063.00	
Highway,R.R. and Waterway Structures	169,000.00	43,723.00			3,167,985.00	
Drainage/Drainage Cleaning	172,421.00			3,000.00	1,496,059.50	
Electrical	30,210.00	46,507.00			1,097,429.20	
Cover and Seal Coats	1,267.00				6,448.00	
Concrete Construction	274,825.00			166,932.00	4,099,896.85	
Landscaping	51,102.00				2,459,309.88	
Fencing	400,044.14				762,650.14	
Guardrail					18,150.00	
Seeding & Sodding	74,000.00	2,940.00	1,652.00		764,721.04	
Signing					165,428.80	
Tree Trimming/Selective Removal					90,961.50	
Cold Milling, Planning & Rotomilling					0.00	
Pavement Markings (Paint/Thermo/Poly/Urethane)					42,646.03	
Misc Bonds/Layout/Video	1,000.00				185,621.30	
Traffic Control & Protection					25,000.00	
Engineer Field Office/Items by Engineer					0.00	
Install Raised Pvt/Pvt Texture Removal					8,420.00	
Trainees/Trainee Training Program					0.00	
Painting and Cleaning					0.00	
Totals	1,928,513.52	93,170.00	1,652.00	202,957.00	0.00	19,804,112.25

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	5
Subcontractor	Associated Electric	Hayes Mechanical	Hayes Mechanical		
Type of Work	Electrical	Pump Station	Pump Station		
Subcontract Price	19,790.00	12,000.00	12,000.00		
Amount Uncompleted	19,790.00	6,000.00	6,000.00		
Subcontractor	Foreverlawn	Jasco Electric	Jasco Electric		
Type of Work	PG Grass Surface	Electrical	Electrical		
Subcontract Price	84,322.00	43,493.00	71,420.00		
Amount Uncompleted	84,322.00	13,493.00	36,420.00		
Subcontractor	Paul Herrea Co	MBE Fence	MBE Fence		
Type of Work	Fitness Equip Install	Guardrail/Handrail	Guardrail/Handrail		
Subcontract Price	28,030.00	37,800.00	10,800.00		
Amount Uncompleted	28,030.00	37,800.00	10,800.00		
Subcontractor	TruSeal	FloodProofing	FloodProofing		
Type of Work	Striping/Signage	Floodgates	Floodgates		
Subcontract Price	1,734.64	598,877.00	391,481.00		
Amount Uncompleted	1,734.64	0.00	0.00		
Subcontractor	US Tennis Court	Hylan Inc			
Type of Work	Sports Court Surfacing	Directional Drilling			
Subcontract Price	10,745.00	23,450.00			
Amount Uncompleted	10,745.00	0.00			
Subcontractor	Illinois Rent-A-Fence				
Type of Work	Temp Fencing				
Subcontract Price	24,715.86				
Amount Uncompleted	24,715.86				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	169,337.50	57,293.00	53,220.00	0.00	0.00

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Subscribed and sworn to before me
on this 18th day of May, 2026.

Rosemary Simonano
Notary Public

Type or Print Name Ken Copenhaver , President
Officer or Director Title

Signed [Signature]
Company Copenhaver Construction, Inc.
Address 17622 Depot St., Union, IL 60180

My commission expires: 4/12/2027





Village of Downers Grove

Contractor Evaluation

Contractor: Copenhaver Construction, Inc.

Project: Brick Street Maintenance (ST-005)

Primary Contact: Howard Whatmore Phone: 630-659-9545

Time Period: April-May 2025

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion:

Change Orders (attach information if needed): Balancing Change Order was processed, project was under contract value.

Difficulties / Positives: The crew had excellent interpersonal communication with the public and was conscientious of resident access and ease of travel.

Interaction with public:

Excellent Good Average Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Reviewers: Stephanie Graves

Date: 02/13/26